

EYOF BAKURIANI 2025 Entry/Eligibility Conditions Form

Applicable to

Athletes/Chef de Mission/Team & General Officials/Other Accredited Officials and Members of the NOC Delegation (hereinafter the "Participants")

Please write clearly in CAPITAL LATIN LETTERS

National Olympic Committee (hereinafter the "NOC")

NOC Code

Represented by:

Family and Given Name(s) (as shown in passport)

Position within NOC

Date of Birth (day/month/year)

(hereinafter the "Representative")







PART 1

The Representative of the NOC agrees to and accepts responsibility for the following entry/eligibility conditions for each accredited Participant of the above-stated NOC delegation - including minors for whom the parent/legal guardian acknowledgment for minors is required - on their behalf.

Points applicable for all accredited participants of the above-stated NOC delegation:

It is understood by the Participants, that in the European Winter Olympic Youth Festival to be held in Bakuriani, Georgia, during 9-16 February, 2025 (hereinafter "EYOF 2025")¹, organized by the Organizing Committee established for this purpose (hereinafter "Bakuriani 2025 OC"), the Participants are taking part in an exceptional event and, in consideration of the acceptance of their participation therein, they agree to be filmed, televised, photographed, identified and otherwise recorded during EYOF 2025 under the conditions and or the purposes now or hereafter for the promotion of the EYOF 2025 without any right of compensation. If the above activities are carried out by the Bakuriani 2025 OC, such activities shall be in full compliance with the European Union General Data Protection Regulation (EU) 679/2016 ("GDPR"). The Representative of each participating NOC is responsible for collecting the personal data needed for the accreditation of its team members and fully understands the meaning and rules of personal data collection, which must be conducted in compliance with GDPR and the other applicable laws (hereinafter also the "Data Protection Legislation").

In particular, it is hereby understood that each of the Parties of the present Contract will act as Data Controller under the GDPR in relation to personal data of Participants for the purposes of administering, hosting, organizing, staging, managing and promoting the EYOF 2025.

Each Party shall comply with all the obligations imposed on a Data Controller under applicable Data Protection Legislation, and any material breach of the Data Protection Legislation by each Party shall constitute a material breach of its obligations under this Contract.

In particular, each Party as Data Controller is responsible for:

- providing Participants with all the necessary information concerning the processing activities of their personal data arising from the present Contract;
- implementing and maintaining appropriate technical and organizational security measures to protect personal data;
- allowing the Participants to exercise their rights under the Data Protection Legislation;
- adopting the necessary safeguards required by the Data Protection Legislation when a transfer of personal data to a country outside the European Economic Area occurs; promptly take all such measures and actions as are necessary to remedy or mitigate the effects of a Security incident and keep the other Party up-to-date about all developments in connection with the Security incident;
- maintain and update the Record of processing activities pursuant to Article 30 of the GDPR:

¹ For clarity, the Ice Hockey girls' teams will start with competition at EYOF 2025 on February 6, 2025.



Legislation.



Personal data that includes a participant's name, surname, nationality, position within the relevant NOC and date of birth shall be processed by the Bakuriani 2025 OC to allow the registration of accredited participants.

For the avoidance of doubt, Bakuriani 2025 OC may share Participant's personal data with third parties (i.e. Atos and Timing & Scoring companies etc.), who are the contractors of Bakuriani 2025 OC and who need access to such data to fulfill their obligations towards Bakuriani 2025 OC.

The Representative certifies that each Participant has declared to the NOC that he/she has read and has full knowledge of the provisions of the EYOF Charter, all Annexes, including TERMS AND CONDITIONS FOR THE USE OF PARTICIPANTS'PERSONAL DATA and obtain their express consent (if required), currently in force and agrees to comply with all such provisions and, in particular, with the provisions of the EYOF Charter regarding eligibility for the European Youth Olympic Festival.

The Representative thus certifies that each Participant:

- Agrees that no kind of demonstration and no form of propaganda is permitted in the areas directly or indirectly connected with EYOF 2025 and that no form of discrimination with regard to a country or a person on grounds of race, religion, politics, gender or otherwise is permitted in connection with EYOF 2025, and that the Participant agrees to respect the spirit of fair play and non-violence and behave accordingly.
- Agrees that the use of any aid that may provide an advantage or any other equipment that may put the safety of Participants or the audience at risk is forbidden. The Participant agrees not to bring into the EYOF 2025 premises, or during the EYOF 2025 event make use any of the following items: pyrotechnical products, firearms (except biathlon athletes for the use during biathlon training and competition), edged weapons or any other object which may be used to cause injury, intoxicants or psychotropic substances.
- Agrees to comply with the provisions of the World Anti-Doping Code in force at the time of EYOF 2025, as well as the EYOF 2025 Anti-doping program.
- Agrees to comply with the provisions of the EYOF Commercial, Propaganda and Advertising Rules applicable to EYOF 2025, and has declared that he/she has full knowledge of all such provisions and that all provisions applicable to his/her participation in EYOF 2025 have been specifically brought to his/her attention by the NOC and/or by his/her National Sports Federation and are specifically approved by the Participant.
- Agrees that all photographs and moving images taken by him/her at EYOF 2025, including those of athletes competing within any EYOF 2025 venues, shall be used solely for personal and non-commercial purposes, unless prior written consent is obtained from the European Olympic Committees (hereinafter the "EOC").
- For the purposes pursued by the EOC of promoting EYOF 2025 and Olympic values, participants may be filmed, televised, broadcast, photographed, identified and / or otherwise recorded during the EYOF 2025, as well as published and distributed to the public.
- Agrees that any comments posted by him/her on social media platforms or websites, including X platform (former Twitter), during EYOF 2025 shall conform to the Olympic spirit and fundamental principles of Olympism, be dignified and in



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good taste, and are not discriminatory, offensive, hateful, defamatory or otherwise illegal, and shall not contain vulgar or obscene words or images or disclose any information which is confidential or private in relation to any other person or organization.

- Has given the Chef de Mission, the doctors, and the medical staff of the NOC the right to inform Bakuriani 2025 OC about his/her medical status and about eventual necessary treatment, and Bakuriani 2025 OC to do likewise vice versa.
- Will take all reasonable measures to protect himself/herself from the risks of participating in EYOF 2025.
- Agrees he/she is responsible for all valuables he/she brings into the EYOF 2025 sites and that Bakuriani 2025 OC and the EOC shall have no responsibility for any loss or damage to such valuables.
- Shall take care of his/her belongings as expected from a reasonable prudent person ("bonus pater familias").
- Irrevocably releases Bakuriani 2025 OC and the EOC (and their respective members, directors, officers, managers, employees, volunteers, contractors, or agents) from any liability (to the extent permitted by law) for any loss of valuables, injury and/or damage that the Participant may suffer in relation to his/her participation in the EYOF 2025. The Participant has to take such care as is expected from a reasonable prudent person ("bonus pater familias").
- Agrees that any dispute, controversy or claim arising out of or in connection with, or on the occasion of EYOF 2025, which is not resolved after exhaustion of the legal remedies established by the NOC, the International Federation governing the relevant sport, Bakuriani 2025 OC and the EOC, shall be submitted exclusively to the Court of Arbitration for Sport (hereinafter the "CAS") in Lausanne, Switzerland, for final and binding arbitration in accordance with the Code of Sports-related Arbitration. The seat of arbitration shall be Lausanne, Switzerland. The CAS shall rule on its jurisdiction and shall have the exclusive power to order provisional and conservatory measures. The decisions of the CAS shall be final, binding and nonappealable. The Participant shall not and he/she hereby waives his/her right to institute any claim, arbitration or litigation, or seek any other form of relief, in any other court or tribunal.
- Releases free of charge the authorization to be filmed, televised, broadcasted, photographed, identified and / or otherwise recorded during EYOF 2025, as well as published and distributed to the public by any means and for any purpose including for advertising purposes and gives the EOC the full right and authority to enter into any Agreement and to grant all of the rights and faculties granted hereunder to third parties.
- Acknowledges and agrees that his/her participation in EYOF 2025 is conditional upon his/her valid acceptance of and his/her compliance with each and every provision of these Entry/Eligibility Conditions which have been brought to his/her attention by his/her NOC.
- Acknowledges and agrees to obey all the laws of Georgia and other regulations and to be liable exclusively for any breach of law and other regulations.
- Every Participant shall respect and follow instructions given by the designated representatives of the Bakuriani 2025 OC for the whole period of the duration of the EYOF 2025.

The Representative hereby declares that the NOC is aware of the insurance policy taken out by Bakuriani 2025 OC and that the NOC is responsible for the necessary travel and health insurance for its Participants that is not covered by Bakuriani 2025 OC.





During the period from February 8-17, 2025, Bakuriani 2025 OC shall take out insurance, as communicated to the NOCs, to cover:

- Bakuriani 2025 OC third party liability (personal injury and material damage)
- Medical costs and individual accidents (permanent disability, consequential damage, repatriation, death)

The Chefs de Mission and Ice Hockey girls' teams arriving earlier (February 4, 2025) based on the Bakuriani 2025 OC instructions will be also insured. Should a Participant be hospitalized, Bakuriani 2025 OC will cover the costs of the Participant's medical treatment in hospital until 10 days after the Closing Ceremony and is responsible for the eventual costs related to his/her repatriation.

On behalf of his/her NOC the Representative hereby certifies and guarantees that all the relevant rules including all those referred to above, have been informed according to the Data Protection Legislation and brought to the notice of the Participants and that the NOC has been authorized by each registered and accredited Participant concerned to sign this Entry/Eligibility Conditions on the latter's behalf.

PART 2

Additional Points applicable to all Minors (i.e. a Participant who has not reached the age of majority under the applicable national laws and regulations of his/her state of domicile).

The Representative hereby declares that each participating minor's respective parent/legal guardian has authorized the Chef de Mission (CdM) of the participant's NOC to provide the necessary consent, when and where required, for the participant's participation in any event or program in connection with EYOF 2025 including the following:

- Culture and Education Program: the participant taking part in any of the Culture and Education Programs planned during the EYOF 2025, including signing any consent forms or waivers of liability in order for the Participant to take part in such Culture and Education.
- Medical Treatment: signing any consent forms or waivers of liability for medical treatment (including, but not limited to, x-ray examination, anesthetic medical or surgical diagnosis, treatment or procedure) being administered to the Participant in the case of any injury or illness whilst the Participant is in Georgia for EYOF 2025. The Participant shall have notified his/her respective NOC of any specific medical condition and/or need.
- Promotional activities: Participants can take part in any promotional activities planned by the Bakuriani 2025 OC that do not contradict the participants' interests;

The NOC irrevocably guarantees Bakuriani 2025 OC and the EOC, that each registered and accredited Participant of the NOC delegation or, in the case of a minor, his/her parent or legal guardian has agreed to all above-stated terms and conditions.



FORCE MAJEURE

If either party to this Agreement is prevented from or delayed in performing any of its obligations under this Agreement by reason of force majeure and if such party gives written notice to the other party specifying the facts that constitute force majeure together with such evidence as it can reasonably provide specifying the period for which it is estimated that such inability to perform or delay in performance will continue, the party claiming force majeure will be excused from its performance for as long as the event of force majeure continues and the other party will be excused from performing any obligations that such performances have actually to be performed.

For the purposes of this Force Majeure shall be deemed to mean any event affecting performance of this relation that arises from or is attributable to any acts, occurrences or accident beyond the control of the performing party.

DISPUTE RESOLUTION

Any controversy or claim arising out of this relation/Entry and Eligibility Conditions Form shall be settled in "good faith", and otherwise in case of failure will be submitted to the CAS in Lausanne in the form of CAS rules and regulations.

Acknowledgement: By signing this form the signatory attests that as Data Controller pursuant to the legislation on the protection of personal data he/she has delivered to his/her data subjects the information notice on the processing of personal data pursuant to Article 13 of the GDPR upon collection of said data.

Signature of NOC President or Secretary General NOC Stamp

Date

Signature of the NOC Representative (stated on the first page of this document)

This Form must be duly filled, signed and submitted/uploaded to the NOC Extranet section/folder prepared by the Bakuriani 2025 OC and inform NOC Services by email at <u>nocservices@eyof2025.ge</u> no later than 6th January 2025. AT THE SAME TIME A COPY OF THE DOCUMENT HAS TO BE SENT TO THE EOC HEAD OFFICE BY EMAIL: <u>eoc@eurolympic.org.</u>

