

## ATHLETE AGREEMENT

1. I acknowledge that the International Association of Athletics Federations (the "**IAAF**") is the world governing body of the sport of Athletics. In consideration of the right to compete in International Competitions (as defined in the Rules) sanctioned by the IAAF or any other event or activity sponsored or sanctioned by the IAAF or its Member Federations, Area Associations or authorised bodies,

\_\_\_\_\_ of \_\_\_\_\_  
[Athlete Last Name, First Name] [National Member  
Federation]

\_\_\_\_\_  
[Parent/Legal Guardian Last Name, First Name]

### To be completed and signed by parent or legal guardian if the athlete is a minor

I am the natural parent or legal guardian of the athlete named above (the "**Athlete**") who is considered a minor in his or her country and hereby state the following:

- (a) That I am entitled to the full control and custody of the Athlete, and that no guardian of Athlete's person or estate has been appointed by any court.
- (b) That I have read and am familiar with the provisions of this Agreement, that I am satisfied that this Agreement is fair, just and equitable, and for the benefit of the Athlete, and that I consent to the execution of this Athlete Agreement by the Athlete, and that said consent shall be deemed sufficient for the purposes of any applicable statute or law.

### I hereby acknowledge and agree as follows:

#### Rules, Regulations and Personal Information

- 1.1 All capitalized terms used but not otherwise defined herein have the meaning given to them in the IAAF Rules (the "**Rules**") and the IAAF Regulations (the "**Regulations**").
- 1.2 I am aware of and have reviewed all the Rules including but not limited to the IAAF Integrity Code of Conduct and all the Regulations available on the IAAF website at <https://www.iaaf.org/about-iaaf/documents/rules-regulations>. I agree to comply with and be bound by the Rules and the Regulations.

I agree in particular to comply with and be bound by the IAAF Anti-Doping Rules (the "**Anti-Doping Rules**") and by the IAAF Anti-Doping Regulations (the "**Anti-Doping Regulations**") available on the IAAF website at <https://www.iaaf.org/about-iaaf/documents/rules-regulations> and the International Standards (as defined in the Anti-Doping Regulations) incorporated into the Anti-Doping Regulations. I declare that I am not currently using and will not in the future use any substance or method or other practice, or undertake any action, which violates the Anti-Doping Rules. I undertake to compete in the sport of Athletics drug free at all times.

- 1.3 I am aware of and have had the opportunity to review the Athletics Integrity Unit's ("**AIU**") "IAAF Advisory Notes: Use of Personal Information (Anti-Doping & Integrity Programmes)" (the "**AIU Advisory Note**") available on the AIU's Website at <https://www.athleticsintegrity.org/data-protection>, concerning the use of my Personal Information (as defined in the International Standard for the Protection of Privacy and Personal Information incorporated into the Anti-Doping Regulations) by the IAAF. I acknowledge the legal bases set out at paragraph 5 of the advisory note upon which my Personal Information, including my Sensitive Personal Information (as defined in the International Standard for the Protection of Privacy and Personal Information incorporated into the Anti-Doping Regulations), is being used by the IAAF.
- 1.4 I agree in particular that my Personal Information including without limitation my Sensitive Personal Information may be processed for anti-doping purposes in accordance with the Anti-Doping Rules and the Anti-Doping Regulations (and the International Standard for the Protection of Privacy and Personal Information incorporated into the Anti-Doping Regulations) by and amongst the IAAF and its Area Associations and Member Federations, the World Anti-

Doping Agency, National Anti-Doping Agencies and/or other Anti-Doping Organisations, including, but not limited to, as part of the ADAMS database system, all in accordance with applicable European privacy laws.

- 1.5 I am aware of and have had the opportunity to review the “IAAF Advisory Note: Use of Athlete Personal Information (the “**IAAF Advisory Note**”, and together with the AIU Advisory Note, the “**Advisory Notes**”) available on the IAAF website at <https://www.iaaf.org/about-iaaf/documents/advisory-notes> concerning the use of my Personal Information by the IAAF and acknowledge the legal bases upon which my Personal Information is being used by the IAAF. Where, within the IAAF Advisory Note, consent forms the legal bases for using my Personal Information (including my Sensitive Personal Information), I consent to that use.
- 1.6 As described in the IAAF Advisory Note, I agree that my Personal Information may be transferred to third party organisations (as identified in the IAAF Advisory Note) in accordance with applicable European privacy laws, including an applicable Organising Committee located outside the European Economic Area. I also acknowledge that the IAAF may be required to disclose certain of my Personal Information where compelled to do so under applicable laws.
- 1.7 I agree to any amendments to the Rules, the Regulations, the Anti-Doping Rules, the Anti-Doping Regulations and the Advisory Notes as may be made from time to time and further agree that posting of the new version of each on the IAAF website (or the AIU website) will be sufficient notice of any such change.

#### Appearances, Awards, Image Use, Promotional Activities

- 1.8 In this Agreement, the term “**Image**” means my name, nicknames, likeness, image, statements, story and sports performances, voice, however they are recorded and any and all intellectual property arising in them.
- 1.9 I agree that if I receive a medal (including any associated prize money) for my performance at an IAAF Event then, at mutually agreeable times, I will make myself available (subject to my training, competition schedule and anti-doping obligations and there being no conflict with any of my personal sponsors) during the relevant IAAF Event for promotional activities for the IAAF and internal promotional activities for its Commercial Affiliates (e.g. a ‘meet and greet’ in the hospitality area(s)).
- 1.10 I understand that the IAAF promotes a special programme (the “**Programme**”) with respect to World Record performances by athletes at certain IAAF Events. As part of the Programme, if I set a new World Record at a relevant IAAF Event, I may be awarded a certain monetary amount (the “**Cash Award**”) by the IAAF on behalf of the designated Commercial Affiliate for the Programme, if any. If such Cash Award is accepted by me then, in return for such Cash Award, I agree to carry out certain promotional activities as outlined in **Appendix A**.
- 1.11 Subject to clause 1.13, I agree to my Image being captured by means of any and all media in still images or in moving footage at or in conjunction with (i) any World Athletics Series Events (“**IAAF Events**”), or (ii) any IAAF Commercial Affiliate activation related or ancillary to an IAAF Event (“**Ancillary Events**”). In this Agreement, the term “**IAAF Commercial Affiliate**” means any entity that has been granted any commercial rights relating to a World Athletics Series Event by the IAAF appointed marketing agency or the IAAF Event organisers (with the approval of the IAAF appointed marketing agency).
- 1.12 Subject to clause 1.13, I assign with full title guarantee to the IAAF, all rights of any nature in Images taken of me by or on behalf of the IAAF or broadcaster at any IAAF Event or Ancillary Event.
- 1.13 I agree that the Images of me may be used as follows:

- 1.13.1 by the IAAF for any purpose relating to the promotion of the IAAF, the sport of Athletics, to keep a historical record of the IAAF Event, and further that such use is not limited in time (i.e., it lasts forever);
- 1.13.2 by broadcasters who are granted rights by the IAAF or its licensees in relation to any IAAF Event and/or Ancillary Event for the purposes of broadcasting the IAAF Event and/or Ancillary Event and producing programmes associated with such IAAF Event and/or Ancillary Event and such use is not limited in time (i.e. it lasts forever);
- 1.13.3 by an IAAF Commercial Affiliate on a free of charge worldwide basis, limited for the purpose of promoting the IAAF Commercial Affiliate's sponsorship of or demonstrating the IAAF's Commercial Affiliate's partnership with the IAAF, IAAF Event or Ancillary Event, provided always that any such use of my Image by the IAAF Commercial Affiliate shall:
  - (a) wherever possible, only be with my consent, but as a minimum, will be notified to me or my Authorised Athlete Representative prior to use and I will be given at least forty-eight (48) hours in which to comment (twelve (12) hours during an IAAF Event) after which point I will be deemed to have no comment and consented. For the avoidance of doubt, the IAAF shall state when seeking my consent the identity of the Commercial Affiliate; the nature and duration of the promotional campaign; and the different media platforms where my Image will be used;
  - (b) be subject to there not being a conflict between the IAAF Commercial Affiliate and my personal sponsors at the time of first use of such Image;
  - (c) be limited to my Image taken or recorded whilst participating in the IAAF Event or Ancillary Event. Any photographs or clips of footage of me participating at an IAAF Event or Ancillary Event shall not be able to be altered;
  - (d) not be used in a manner that implies either that the Commercial Affiliate is my personal sponsor or that I am endorsing the Commercial Affiliate's products and/or services;
  - (e) make it clear that the IAAF Commercial Affiliate is sponsoring the applicable IAAF Event or Ancillary Event;
  - (f) always be used with at least three (3) other athletes and all athletes (including myself) are represented equally (i.e., no one athlete shall be given undue prominence in such representation of us all). For the avoidance of doubt, this requirement also applies where my Image is used in a collage, montage or mosaic with other athletes participating in the IAAF Event or Ancillary Event where each photograph or footage used in the collage shall comply with this requirement;
  - (g) other than as set out in paragraph (f) above, not be altered in any way, shape or form, including but not limited to sponsor logos, or other branding; and
  - (h) only be used for a maximum period of two (2) years starting from the commencement of the IAAF Event or the commencement date of Ancillary Event.

The IAAF shall be responsible for approving the use of my Image by an IAAF Commercial Affiliate and ensuring compliance with the provisions of this Agreement (including in particular clause 1.13) and any guidelines it may issue to the IAAF Commercial Affiliates from time to time and the IAAF shall procure that its appointed marketing agencies ensure compliance with this clause 1.13 by their relevant IAAF Commercial Affiliates; provided that the IAAF will provide me with reasonable notice of an IAAF Commercial Affiliate's intention to use my Image in accordance with clause 1.13.3(a) prior to the IAAF's approval of such use. Further, anything proposed by an IAAF Commercial Affiliate regarding the use of my Image that falls outside of the scope of use described in this clause 1.13.3 shall require either my or, if applicable, my designated Authorised Athlete Representative's express prior written approval and may be subject to the negotiation of a commercial arrangement between myself and the IAAF Commercial Affiliate.

- 1.14 I additionally agree to the use and reproduction of my Image in IAAF publications relating to the IAAF, IAAF Events or Ancillary Events provided always that such publication is related to the promotion and support of such IAAF Event or Ancillary Event itself as opposed to featuring me personally for commercial purposes.

- 1.15 I shall not grant to my personal sponsors or other third parties any rights to use or utilise my name, signature, photograph, likeness, reputation, image and identity or endorse any product or service in trade or commerce in such a way as to imply sponsorship, approval or affiliation of an IAAF Event, the IAAF or any events conducted by or affiliated with the IAAF.
- 1.16 If my personal sponsors wish to use Images (broadcast) of me competing in IAAF Events for commercial purposes then I will arrange for my personal sponsors to obtain a license from the marketing agency appointed by the IAAF as the media rights holder in respect of all IAAF Events. I acknowledge that a license can be obtained through payment of a license and technical fee by contacting: athleteagreement@iaaf.org and shall pass these details on to my Authorised Athlete Representative and/or personal sponsors as applicable. For the avoidance of doubt, I acknowledge that a submission by my personal sponsors under this clause 1.16 is not a request for approval but a request to enter into a license agreement to use the Images (broadcast) of me and, accordingly, if no license agreement is entered into then my personal sponsors cannot use my Image (broadcast) taken during an IAAF Event. I understand that it is my responsibility to ensure my Authorised Athlete Representative and/or personal sponsors are aware of this and the requirement set out in clause 1.17 below.
- 1.17 I will use my reasonable efforts to ensure that my personal sponsors use Images (whether broadcast or still) of me competing in the IAAF Event in such a way that does not imply sponsorship, approval or affiliation of the IAAF Events, the IAAF or any events conducted by or affiliated with the IAAF by such personal sponsor.
- 1.18 Nothing in this Agreement shall restrict my ability during an IAAF Event to:
- 1.18.1 participate in a press or media interview as an interviewee about my performance(s);
  - 1.18.2 comment on the performance(s) of other athletes;
  - 1.18.3 take a media commentating role;
  - 1.18.4 post or contribute any commentary, text or photographs said, written or taken by me to my personal website, blog, social media accounts (including but not limited to Facebook, Twitter, SnapChat, Instagram or any other such personally based social media that has not yet been invented);

provided always that:

- (a) I do not broadcast, stream or commentate 'live' from the IAAF Event or Ancillary Event either directly myself or on behalf of a non-rights holder broadcaster;
- (b) I do not write, photograph or say anything that is insulting, derogatory, offensive or otherwise damages my reputation as an athlete representing my country at an IAAF Event and/or Ancillary Event or is insulting, derogatory, offensive or otherwise damaging to another athlete or any other third party. For the avoidance of doubt, I understand this does not prevent me from making fair comment and fair criticism of my sporting performance or the sporting performance other athletes.

#### Disputes and Law

- 1.19 I acknowledge that I have had the opportunity to take legal advice before signing this Agreement.
- 1.20 I acknowledge and agree that:
- 1.20.1 except for disputes referred to in clause 1.20.2 below, any dispute arising out of a decision made pursuant to the Rules and/or Regulations may be appealed exclusively as provided in the Rules and/or Regulations to the Court of Arbitration for Sport ("CAS"). I acknowledge and agree that all decisions of CAS under the Rules and/or Regulations shall be final and binding and that I will not bring any claim, arbitration, lawsuit or litigation in any other court or tribunal; and
  - 1.20.2 except for any disputes referred to in clause 1.20.1 above, any dispute arising out of or in connection with the binding effect, invalidity, interpretation, amendment of clauses 1.6 to 1.13 shall be referred, in the first instance, for resolution by (i)

negotiation between myself and/or my appointed representatives and the IAAF; (ii) if a resolution cannot be reached through negotiation between myself and/or my appointed representatives and the IAAF, then by mediation in accordance with the International Chamber of Commerce Mediation Rules; or (iii) if a resolution cannot be reached through mediation then by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce. The language of mediation and/or arbitration shall be conducted in the English language. I acknowledge and agree that all resolutions reached whether by negotiation, mediation or arbitration shall be final and binding and that I will not bring any claim, arbitration, lawsuit or litigation in any other court or tribunal.

2. Unless renewed upon the IAAF's request at any time, this Agreement shall terminate either when I have signed a new agreement, in which case this Agreement shall be superseded, or upon my retirement from Athletics, whichever is the sooner. I acknowledge and understand that despite termination of this Agreement, my suspension or retirement from Athletics, any previous consent granted by me in respect of the processing of my personal data or use of Images of me prior to such termination of this Agreement, suspension or retirement shall remain valid and unaffected; and that there are provisions within the Rules that permit the IAAF to pursue against me during a period of suspension or during my retirement any alleged breaches by me of the Rules.
3. In the case of any inconsistencies between the English language version of this Agreement or any other translated version of this Agreement, the English language version shall prevail to the extent of such inconsistencies.
4. This Agreement shall be governed by and construed in accordance with the Laws of Monaco. I acknowledge that, by signing this Agreement, I have read and understand this Agreement and that it is legally binding.

**Please note this section is to be completed and signed by parent or legal guardian if the athlete is a minor.**

Date: .....  
[Day/Month/Year]

Athlete Name: .....  
[Print Last Name (in Capitals), First Name]

Athlete Date of Birth: .....  
[Day/Month/Year]

Parent/Legal Guardian Name: .....

Athlete or Parent/Legal Guardian Signature: .....

## Appendix A

### World Record Programme

1. Further to clause 1.10 of the Agreement, I, subject to my acceptance of the Cash Award and there being no conflict with any of my personal sponsors, agree as follows:
  - (a) The right for the IAAF to use the my Image in advertisements in all kind of media, including but not limited to print media, social media and television, promoting the Programme during and for one (1) calendar year after the IAAF Event and the right for the IAAF Commercial Affiliate to use my Image in advertisements in all kinds of media, including but not limited to print media, social media and television, promoting the Programme provided that I shall have the right to approve such selected Image. Such advertisements may include the IAAF Commercial Affiliate's name and/or logo and shall always be created in such manner that makes it clear that the IAAF Commercial Affiliate is sponsoring the Programme and not in such manner that constitutes an endorsement of the IAAF Commercial Affiliate's products and/or services by me .
  - (b) For a period of two (2) years starting from the commencement of the IAAF Event to be available, at mutually agreeable times, for one (1) appearance at the IAAF Commercial Affiliate's internal promotional activities to a reasonable extent (such appearances shall be scheduled so as to respect my training, competition schedule and anti-doping obligations) for a maximum period of two (2) hours unless otherwise agreed excluding travel time. Such activities shall include, but not be limited to, photographic opportunities (group and individual), attendance at the IAAF Commercial Affiliate's social functions and interaction with IAAF Commercial Affiliate's clients at designated functions.
2. If there is a conflict with my personal sponsor then, after discussion with my personal sponsor, I may reach a separate agreement with the Commercial Affiliate of the Programme regarding my participation in a promotional arrangement with such Commercial Affiliate under the terms of such separate agreement.
3. All out-of-pocket expenses in connection with any such appearances shall be paid by the IAAF Commercial Affiliate or the IAAF.
4. In the event the World Record is either not ratified by the IAAF or if a granted ratification should be cancelled definitively, I agree and acknowledge that I will not be entitled to receive any compensation for any of the promotional opportunities made available to the IAAF Commercial Affiliate and shall be required to refund the Cash Award to the IAAF.