IPC Athlete Eligibility Agreement

Athlete Details

National Paralympic Committee	Japanese Paralympic Committee	**NPC Code**	JPN
Sport	Athletics	**Sport Gender Category**	**Male** ☐ **Female** ☐
Date of Birth (DD/MM/YYYY)			
Family Name			
Given Name(s)			
Email Address (if opting in to receive marketing communications)			

Agreement Terms

This Eligibility Agreement (the "**Agreement**") is an important document (this version of which supersedes all prior versions) that governs my participation in all IPC and World Para Sport competitions excluding the Paralympic Games and the Paralympic Winter Games ("**Competitions**").

I understand that to be eligible to be licensed to participate in Competitions, and in consideration of the acceptance of my participation in Competitions, I agree to the terms outlined in this Agreement, which commences in full force and effect on the date I am licensed to participate in Competitions:

1. to be filmed, televised, photographed, identified and otherwise recorded in connection with and during any Competition; and that my captured or recorded image, together with my name, likeness, voice, performance and biographical information, may be used in any content, format and through any media or technology whether now existing or created in the future, by the IPC and third parties authorised by the IPC (including IPC members and partners), in perpetuity and without compensation (financial or otherwise) in relation to the organisation, celebration and promotion of Competitions and their associated World Para Sports, the Paralympic Movement and the IPC as well as for any editorial, educational and/or development purposes, all whether internally or externally and in a commercial or non-commercial manner;
2. I hereby grant the IPC a non-exclusive, royalty-free, transferable, perpetual and irrevocable license of any intellectual property rights (including copyright) in any recording of sound or images that I create within, from or of the venues ("**Content**") without further authorisation from, or compensation to me, or anyone acting on my behalf. This includes the right to make derivative works of the Content, in which I hereby waive all moral rights. Such Content may only be used by me for personal, private, non-commercial and non-promotional purposes, unless otherwise authorised in writing by the IPC;
3. to comply with all the rules and regulations of the sport in which I am participating (including but not limited to the classification rules and sport technical rules), any provisions of the IPC Handbook which apply to me (including but not limited to the IPC Code of Ethics and Policy on Non-accidental Violence and Abuse), and any other rules or regulations that apply to my participation in Competitions. These documents may be amended from time to time and can be found on, or linked through, the IPC website or can be obtained upon written request to my sport and I understand that I am deemed to have read and understood them;
4. that my entries to Competitions may only be administered through my National Paralympic Committee ("**NPC**") or, if applicable, my IPC-recognised National Sport Federation ("**NF**") (in either case so long as my NPC is not suspended as an IPC member);
5. to accept the criteria of eligibility, qualification and participation laid down by the IPC and World Para Sport(s) for the various Competitions;
6. to abide by the principles of fair play and non-violence and to behave myself accordingly during Competitions;
7. to comply with the IPC Anti-Doping Code (the "**Code**") and, in particular not to take, possess or traffic any substance or use methods prohibited by the applicable World Anti-Doping Code Prohibited List. I also agree that anti-doping organisations, law enforcement and border services agencies may share my personal information with the IPC to assist in the enforcement of the Code and the IPC will be permitted to share relevant information with these third parties. In this context, the IPC may collect personal data from me to comply with the Code, World Anti-Doping Code, and applicable laws. The IPC may process such personal data to provide training on anti-doping rules and requirements, schedule and conduct testing, collect samples, make a determination about an alleged violation of the Code, and for related purposes. Please refer to IPC's Anti-Doping Privacy Notice for more information about the IPC collects and processes personal data in this context;
8. not to participate or assist in any gambling or betting activities associated with any Competition or event; specifically I will not bet on myself, my team or any competitor or opponent (whether to lose or win), I will prevent members of my family or friends from doing so, I will not share any performance information relating to competitors taking part in a Competition or event with anybody, and I will never accept money or any benefit in return for influencing the outcome of a Competition;
9. to abide by all IPC and World Para Sport rules and regulations for advertising, sponsorship, and manufacturer trade marks on clothing and equipment for Competitions; and
10. that if I am a minor or lack legal capacity in accordance with the laws applicable in my country of residence at the date of signing this Agreement: in order to enable the validation and confirmation of my participation in Competitions, I hereby acknowledge that I must comply with the specific laws and regulations applicable to the participation of minors or those lacking legal capacity in Competitions.

COLLECTION OF PERSONAL DATA

I confirm that the information about myself I have provided in this Agreement, together with any other information provided to the IPC in connection with my application to be registered and licensed to compete in Competitions, including any photographs ("**Personal Data**") is true, complete and accurate. In accordance with the data protection laws applicable to the Competition, I acknowledge and understand that:

1. my Personal Data is being collected by the IPC, my NPC and/or NF and Local Organising Committees ("**LOCs**") and such Personal Data is being stored and used by the IPC, my NPC and/or my NF and LOCs (including being transferred to or stored on the IPC's owned or contracted servers), and the responsible host government, law enforcement, border services and security agencies and similar organisations authorised by the IPC that may include organisations located in countries outside of the European Union not recognised by the European Commission as offering an adequate level of data protection ("**Third Parties**"), for the purposes of, and to the extent necessary in relation to, facilitating my participation in, and/or organising Competitions and conducting security risk assessments

and other verifications to be carried out by host governments to grant accreditation for Competitions, for documenting and maintaining in perpetuity the results and history of Competitions, the IPC and the Paralympic Movement, and for editorial, educational and/or development purposes. When data is hosted and processed using services provisioned by providers based in the United States the data may be processed by the authorities in the United States for control and monitoring purposes without any right of appeal;

2. my Personal Data, potentially including relevant sensitive personal data, is being transferred to Third Parties, and is being processed as necessary to grant me accreditation for Competitions;
3. the IPC, LOC and Third Parties, may share amongst themselves my Personal Data for the purposes of investigating and/or prosecuting breaches of any of the Competition provisions, rules or by-laws;
4. any usage of my Personal Data for purposes not included in this Agreement may be based on a legal basis, such as my explicit consent to the IPC, including to undergo athlete evaluation; and
5. my Personal Data will not be kept beyond the purposes identified herein and, unless it is anonymised and/or there is a legal purpose for retaining it, will be deleted when such purposes have been exhausted.

ACCESS OF PERSONAL DATA

I understand that I have a right to access and correct or erase the Personal Data or restrict or object to the processing of such Personal Data that the IPC holds about me under data protection law by contacting my NPC or NF who will, if required, contact the IPC. I also understand that I have the right to data portability and to lodge a complaint with a supervisory authority. Further, the provision of Personal Data is a requirement necessary for me to enter into this Agreement. I understand that I may refer to the IPC's Anti-Doping Privacy Notice for more information about the IPC's collection and processing of my Personal Data in this context.

ACCEPTANCE OF SPORTS TECHNICAL SUPREME AUTHORITY

I recognise and accept that the sports technical rules, (being all rules which relate to competition and field-of-play) and classification rules, for my sport during any Competition are under the authority of the IPC and that any disputes which arise shall be resolved by the IPC whose decision on such matters is final and enforceable.

I acknowledge and accept that decisions relating to the sports technical and/or classification rules are not subject to further appeal beyond the decision made in the sport-specific appeal processes as set out in the respective sports technical and/or classification rules and regulations applicable to the respective Competition for which I am competing.

ACCEPTANCE OF BINDING ARBITRATION

I agree that any dispute arising outside the provisions of the sport technical and/or classification rules (where no other applicable final dispute resolution procedure is set out) shall be submitted exclusively to Sport Resolutions (UK) (a trading name of The Sports Dispute Resolution Panel Ltd - Company No. 3351039) for final and binding arbitration in accordance with the Arbitration Act 1996 and Sport Resolutions (UK)'s Arbitration Rules which Rules are deemed to be incorporated by reference to this clause. The language of the proceedings shall be English.

DISCIPLINE

I understand that my failure to adhere to any of the terms set out in this Agreement will result in disciplinary action as determined by the IPC.

ACCEPTANCE OF RISK AND RELEASE OF CLAIMS

I acknowledge that I participate in Competitions at my own risk; I will take all reasonable measures to protect myself and other competitors, officials and spectators from suffering injury or other harm. I also acknowledge that I am responsible for all equipment, adaptive equipment and property I bring on to all Competition venues and sites and that the LOC and the IPC accept no responsibility for loss or damage to, or arising from, such equipment, adaptive equipment or property.

I release the LOCs, the IPC, the international body governing my sport(s), and their respective executive members, directors, officers, employees, volunteers, contractors and agents, from any liability (to the extent permitted by law) for any loss, injury or damage suffered by me in relation to my participation in any Competitions.

GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes and claims) will be governed by the law of England and Wales (without regard to the conflict of law principles of such law).

CONTACT DETAILS

I understand that I may contact the data protection officer of the IPC should I have any questions about the use of my Personal Data:

Boris Reibach, LL.M.
Scheja & Partners GmbH & Co. KG
Phone: +49-228-227-226-0
SSL-encrypted contact form: https://scheja-partners.de/kontakt/

USE OF PERSONAL DATA FOR MARKETING PURPOSES

☐ **I wish to receive information from the IPC (and its partners) in relation to the celebration and promotion of Competitions, World Para Sports, the Paralympic Movement and the IPC (and its partners) until such time I opt out of receiving such information.**

Providing or not providing this consent does not affect the fulfilment of the Agreement as a whole. If consent for marketing purposes is not provided, Personal Data will not be used for this purpose. If consent for marketing purposes is provided, it can be withdrawn at any time by contacting the IPC at: privacy@paralympic.org

☐ **I confirm that I have read and acknowledge and agree to all the provisions of this Agreement and that my signature below is authentic and is the signature of the athlete named above.**

Signature of Athlete	Date

Printed Name of Parent / Legal Guardian (If applicable under national legislation)	Signature of Parent / Legal Guardian	Date

Printed Name of National Paralympic Committee	Signature	Date and Stamp