



## WT-01 2009-2012 BEACH VOLLEYBALL NF-PLAYER'S COMMITMENT

*Only one original copy of the player's commitment must be sent via email to the FIVB Beach Volleyball Dept. in Lausanne at the latest 30 days before the start of the Event(s) concerned. This document may be accepted via fax but it will need to be sent to the FIVB in original.*

Ms./Mrs./Mr. (The PLAYER) \_\_\_\_\_ PLAYER ID # \_\_\_\_\_

voluntarily signs this commitment undertaking the obligations herein on the \_\_\_\_\_ day of \_\_\_\_\_

200 \_\_\_\_\_ jointly with the National Volleyball Federation (NF) of \_\_\_\_\_

and both, the "NF" & the "PLAYER" state the following:

The Player states to have decided to join the National Federation and FIVB's aim to develop Beach Volleyball as a major world media and entertainment sport through world class planning and organisation of competitions, marketing and promotional activities in the respect of the FIVB Constitution, Code of Conduct, FIVB-organiser agreements, the Beach Volleyball Handbook and the Rules of the Game.

The PLAYER understands that the right to play in FIVB EVENTS is a privilege, as well as to work with the FIVB for the enhancement of Beach Volleyball, and exert his/hers rights respecting the FIVB and its Licensees in the terms of this commitment, and acknowledges that he/she has read and commits to comply with the FIVB current regulations and obligations, particularly but not limited to those governing his/her participation at FIVB EVENTS as follows.

### 1. RESPONSIBILITIES STEMMING FROM PARTICIPATION

- 1.1 The player is free to enter or not FIVB Official Beach Volleyball events and should not be constrained by any organisation to do so or not. In the case of entering, every player must respect and abide by the FIVB Regulations, which breach of may lead to the loss of eligibility to take part in any Official national and international Beach Volleyball and Volleyball competitions including, without limitation to, Continental events, World Tour, World Championships and other FIVB competitions as well as to the Olympic Games.
- 1.2 The player taking part in tournaments not authorised by the FIVB, or playing in a foreign country without a previous written invitation from the local National Association and authorisation from their respective National Federation commits a serious breach of the FIVB regulations and may be sanctioned with the loss of eligibility as mentioned in the previous paragraph, without any other formality.
- 1.3 The player violating any of the above regulations or other reiterated violations might cause the FIVB to impose heavy fines against the players involved.
- 1.4 The Player is expected neither to claim nor to request any payment other than prize money and/or FIVB Bonus Pool money.
- 1.5 Each player is responsible for being informed of the starting time of all matches and of being present and ready to play on time. The player should also make himself or herself available for local promotions whenever requested by the promoter and/or the host National Federation if such promotions do not interfere with their preparation or scheduled matches.
- 1.6 Upon signing the agreement to enter FIVB Beach Volleyball Events a player undertakes:
  - a) The obligation to submit himself/herself to anti-doping Controls conducted in accordance with the FIVB and WADA regulations.
  - b) The obligation to obtain from his/her NF or NOC, the list of forbidden substances/products enlisted in the FIVB and WADA Doping Regulations and to accept the disciplinary measures taken by the FIVB.

- c) An athlete can appeal any decisions made after the FIVB anti doping hearing panel, to the International Court for Arbitration in Sports recognised by the IOC, the FIVB and the NOCs and, furthermore, waive any right to appeal to a civil court regarding this issue.

## 2. GENERAL CONDITIONS TO ENTER FIVB BEACH VOLLEYBALL TOURNAMENTS

The PLAYER acknowledges:

- 2.1 Only when they have been previously registered by their NF, the ATHLETES are granted the right to participate in the men's and women's SWATCH FIVB World Championships, SWATCH FIVB World Tour EVENTS and other FIVB competitions based on entry points for the Contract Years as stipulated in this agreement and/or in the competition regulations issued by the FIVB.
- 2.2 The obligation to present a annual medical certificate by sending to the FIVB the WT/10 form (- 30 days prior the start of a competition) attesting they are in good health to participate in Beach Volleyball competitions, assuming total responsibility for any health problems that they might face during any FIVB Beach Volleyball Official event and acknowledging the risk of injuries due to the game itself.
- 2.3 That, they may earn a compensation for their participation by way of prize money and/or Bonus Pool to be fixed by the FIVB on the basis of their performance.
- 2.4 The FIVB guarantees that the athlete will be paid his/her earnings within a reasonable time limit, but never later than 30 days after the last event of each month including all events earnings in that month if and when obtaining the right to such earnings the player will give to the FIVB in due time his/her bank account coordinates and personal data through the dedicated extranet.
- 2.5 The FIVB shall pay the Bonus Pool in their full amounts to the eligible athletes who will play in all tournaments except for 4 events in the season concerned (i.e. 2009 or 2010 or 2011 or 2012). Eligible players missing the mandatory participation in the World Championships, in the majority of Grand Slam and remaining Open events not reaching the minimum events participation requirements lose all Bonus Pool unless the athlete already entered in the provisional and confirmed list requests an exception proving with medical certificate his or her injury for maximum 2 events as per clause 2.6 below..
- 2.6 The injured player can only miss two events (resulting in total 4 + 2 events due to the injury) during the entire season. For such a case of "force majeure" a medical certificate must be sent to the FIVB by the corresponding National Federation. A player through the National Federation, must declare 15 days after the event concerned his/her injury to the FIVB and send to the FIVB the appropriate Medical Certificate. Upon declaration, an approximate time frame must be stipulated in order to determine the 2 events he/she will miss. Late requests which are sent to the FIVB after 15 days from the date of the injury will not be taken into consideration by the FIVB.
- 2.7 In the situation where the playing partner is affected, the FIVB will make a decision on a case by case basis for his/her eligibility for Bonus Pool.
- 2.8 Moreover an athlete can be eligible for his/her Bonus Pool in case he/she enter in the event but she/he has been entered in an event but his/her pair will not have enough entry points to be included in the confirmed list of participants of the SWATCH FIVB World Championships and in certain SWATCH FIVB World Tour events due to the limitation of the maximum number of teams participation featured in the event's regulations.
- 2.9 In case an eligible athlete who did not participate in either the SWATCH FIVB World Championships, in the majority of the Grand Slam Events and in the remaining SWATCH FIVB World Tour event to reach the minimum participation requirements, the FIVB will have the right to withhold financial benefits provided by the FIVB hereunder such as the Bonus Pool
- 2.10 After the second time that the FIVB tries to wire the Prize Money and/or Bonus Pool to the player concerned but such an amount will bounce back the FIVB will then automatically wire the amount concerned to the player's respective National Federation. It will be then the NF responsibility to wire the amount to the player.
- 2.11 Having the right to authorise his/her National Federation or a personal representative to receive all payments **on his/her behalf**.
- 2.12 Whoever will be authorized to receive the payments must provide FIVB with a certified statement featuring the name of the account holder, the name and full address of him/herself, name and full address of his/her bank, Bank IBAN account and Swift Code, otherwise the FIVB do not accept any responsibility related to payments delay.

- 2.13 That he/she is not expecting to be paid any other money or offered any value in kind, other than expenses which will not be conditioned upon his/her performance in the tournament.
- 2.14 The player if in the Main Draw acknowledges the obligation to provide to the Promoter concerned, by the deadline stated in the Events Regulations, his/her travel itinerary. Main draw ATHLETES sending in due time the WT/31 form will be eligible free of charge for all local transportation to/from the airport and to/from the hotel paid by the EVENT organizers. Players participating to the Qualification Tournament and coaches may be required to pay a flat fee to be granted local transportation.
- 2.15 Their **NF** to register him/her to take part in FIVB Beach Volleyball events and that he/ she is an affiliated member of their NF and for this reason the NF agrees and assumes the responsibility and the right to represent the ATHLETES interest, within the FIVB, in the terms of this agreement and in full respect of the FIVB Constitution, Code of Conduct, General Regulations and decisions and provide the ATHLETES all information concerning those FIVB legal instruments.
- 2.16 To abide to the FIVB-IOC approved Olympic Qualification Formula / Procedures for the 2012 Olympic Games which will be implemented by the FIVB in accordance with the FIVB Board of Administration and IOC decision.
- 2.17 In case that, due to 'Force Majeure' or to unforeseen circumstances an EVENT is cancelled, the FIVB will inform by email and through the FIVB Website its Sponsors and National Federations to inform the ATHLETES as soon as it is known. Should vital topics in the Master Plan not be respected by a Promoter, the FIVB is required to inform 45 days before the start of the event all participating National Federations about the risk of a cancellation. Should the cancellation be confirmed 21 days before an event, neither the FIVB nor the Promoter will be held accountable for reimbursing the parties concerned the penalty fees of the airplane ticket, which issue has been duly proved.
- 2.18 The ATHLETE acknowledges and agrees that he/she shall take part in FIVB events pursuant to the terms of this Agreement. The FIVB has implemented the policy of "freedom to choose". Notwithstanding anything to the contrary in this Agreement, the FIVB agrees and acknowledges that the ATHLETE is free to participate in connection with his or her Continental National Tour and to the other FIVB events that under no circumstances the FIVB shall sanction, fine, penalize the ATHLETE for his or her participation on such National Tour. The ATHLETE is aware that he/she shall secure the authorization of his/her National Volleyball Federation before taking part in any eventual FIVB homologated National Tours abroad as per FIVB regulations.
- 2.19 Any further details concerning the FIVB event's regulation will be featured in the annual Beach Volleyball Handbook.

3. **PLAYER'S ACCESSORIES, ENDORSEMENT RIGHTS and PLAYER'S COMMITMENT ON THE PLAYING UNIFORMS**

The player acknowledges that during the competitions he/she has the right to use or wear accessories and uniforms as stated in the latest edition of the Beach Volleyball Handbook.

4. **PLAYER'S COMMITMENT ON THE PLAYING UNIFORMS:**

- 4.1 Whenever required, the ATHLETE will submit his/her own playing shorts/bottoms to the FIVB technical supervisor to verify that they are in line with the uniform standards approved by the FIVB Board of Administration, FIVB World Congress and the rules set out in the Handbook, that they are of the same colour and style as his/her partner, that the space reserved for the SWATCH FIVB World Tour or SWATCH FIVB World Championships is left free (min 10cm<sup>2</sup>). The uniform standards will apply to every Event in the same way, so approval will not be different per Event. Verification will take place no later than the Technical Meeting before the Main Draw of each event.
- 4.2 Accessories shall be approved by the FIVB Technical Supervisor during the Preliminary inquiry before each EVENT including temporary tattoos or medical braces and once approved, it will not be allowed to include any new sponsors' logo/name on shorts/bottoms, hats, caps, bags, arm pads, head bands, etc., nor to conclude new agreements with companies willing to sign a last minute deal during the EVENT unless specifically authorized in writing by the FIVB and the promoter of the EVENT.
- 4.3 During all FIVB International EVENTS the ATHLETE agrees not to wear a patch or logo of any other organization except his/her country flag, his/her NF logo, the FIVB and/or the SWATCH FIVB World

Tour/World Championships title and his/her respective name/nickname which are mandatory for the main draw teams.

## **5. PLAYER'S COMMITMENT RELATED TO PARTICIPATION:**

The PLAYER shall take part in the following EVENTS and respect the conditions herein below in order to have the right to be paid a share of the Bonus Pool:

- 5.1 To take part in all SWATCH FIVB World Tour and SWATCH FIVB World Championships tournaments in a season (i.e. 2009 or 2010 or 2011 or 2012) except for 4 events of to be eligible for the full Bonus Pool (except in cases of injury, illness or "force majeure" with a mandatory participation in the SWATCH FIVB World Championships in 2009 and 2011 and the obligation to take part to other FIVB events, SWATCH FIVB World Tour as stated in this agreement and eventually updated in the latest edition of the Beach Volleyball Handbook. In case an athlete who will not participate in either the SWATCH FIVB World Championships in 2009 and 2011 and the remaining World Tour events to reach his/her Bonus Pool eligibility for the entire season, the FIVB will have the right to withhold financial benefits such as the Bonus Pool.
- 5.2 The injured player can only miss two events (resulting in total 4 + 2 events due to the injury) during the entire season (as per point 2.6 above)
- 5.3 To attend the compulsory Preliminary Inquiry and Technical Meeting scheduled the day before the qualification tournament and the Main Draw.
- 5.4 Not participate in any non-sanctioned FIVB international EVENTS without prior confirmation given by the FIVB and the National Federation. In order to qualify for approval, the National Federation shall notify FIVB, in writing, at least (30) days before the EVENT. The FIVB decision whether to authorize a PLAYER to play in a non-sanctioned FIVB EVENT shall be final.
- 5.5 A PLAYER taking part in tournaments not authorized by the FIVB, or playing in a foreign country without a previous written invitation from the local National Federation commits a serious breach of the FIVB regulations and may be sanctioned and subject to fines, suspension and/or expulsion as detailed in the Handbook and in the Code of Conduct.
- 5.6 The PLAYER respects the hospitality of the Promoter by not abusing the Promoter's rights.
- 5.7 The PLAYER states that he/she is subject to their National Federation's regulations.
- 5.8 The PLAYER agrees to represent himself/herself and the sport to the highest standards at all times showing good behaviour, fair play and loyalty to the sport and its members and governing bodies, Sponsors and/or Promoters as per the rules set out in the Handbook. Failure to implement the above and comply with these rules may result in fines and/or instant dismissal from the sport.
- 5.9 In addition to complying with the rules of the Handbook, the PLAYER shall at all times observe and comply with all written and issued requirements of the FIVB.
- 5.10 The PLAYER agrees to abide by the Code of Conduct and Constitution set by the FIVB.

## **6. FIVB & FIVB'S SPONSORS/SUPPLIERS RIGHTS:**

The player hereby acknowledges and pledges to honour the following exclusive rights of the FIVB and its sponsors/suppliers.

- 6.1 The right to reproduce in computer assisted and computer related games embodied in or on any device or medium in the form of software, firmware and/or hardware which may be utilised directly or indirectly for the reproduction of visual images with or without sound of the SWATCH FIVB World Tour, or SWATCH FIVB World Championships, or other FIVB competitions matches real or simulated but always with reference to the Beach Volleyball SWATCH FIVB World Tour, or SWATCH FIVB World Championships or other FIVB competitions.
- 6.2 The right to licence assign or transfer the rights and licences mentioned herein at their sole discretion to any third party.
- 6.3 The right to make use of and show, at its discretion, any motion pictures, video games, magazines including live, taped or filmed television footage or photos of the player taken during FIVB Official events without compensation, and hereby waives any right to such compensation for the player, his/her heirs and assignees.
- 6.4 The PLAYER hereby grants and acknowledges that the FIVB owns all exclusive rights to use and promote The PLAYER name or likeness, photograph, video footage, voice, biography during this contract agreement for the FIVB, Sponsors and Promoters in connection with the SWATCH FIVB World Tour. FIVB acknowledges that they will only use this all exclusive right in connection with the

SWATCH FIVB World Tour, SWATCH FIVB World Championships as well as other FIVB competitions as set out in the terms of this contract.

- 6.5 The PLAYER grants non exclusive licenses rights in perpetuity to the FIVB to photograph, record, tape, display, publish, promote and broadcast of themselves at any FIVB EVENT (i.e. visual, flyer, etc.).
- 6.6 The PLAYER agrees not to grant or authorize any third party for the purposing of endorsing their product rights such as TV footage, photographs etc. with the FIVB logo without written consent from the FIVB in advance.
- 6.7 The PLAYER agrees that FIVB owns all media rights including photographs, video, digital television at any FIVB EVENT and have exclusive rights to exploit his/her likeness within the worldwide territory for the use promotional purposes in perpetuity throughout the contract period.
- 6.8 The PLAYER agrees that FIVB will inform their Sponsors upon request of any restrictions applicable to The PLAYER and in the event that the Sponsors misuse this information in an unreasonable way The PLAYER shall have the right to redeem any compensation from the Sponsors directly

## **7. FIVB RIGHTS FOR PROMOTIONAL PURPOSES**

The PLAYER and the NF vow to support FIVB Promotional efforts as follows:

- 7.1 The FIVB has the right to use in perpetuity and on a worldwide territory by any and all means the PLAYER'S identification in connection with photos, films, videos computer games in connection or related exclusively to one tournament or to the ensemble of official EVENTS.
- 7.2 FIVB's sponsors and their respective advertising agencies and each television or other distribution station, system or service scheduled to distribute the EVENT shall have the right to grant others the right to reproduce, print, publish, or disseminate in any medium, the name and likeness and voice of each person appearing in or connected with the EVENT and biographical material concerning such person, the name of the EVENT site for purpose of trade or for advertising purposes.
- 7.3 The PLAYER understands that they are granted access to the FIVB video archive and photographs upon request for technical production and shipment costs only. This request must be sent by email to the FIVB Beach Volleyball department to the following email address: [beach@fivb.org](mailto:beach@fivb.org) (fax: +41 21 345 3548).
- 7.4 The PLAYER acknowledges that the FIVB has the right to reproduce in computer assisted and computer related games embodied in or on any devise or medium in the form of software and/or hardware which may be utilized directly or indirectly for the reproduction of visual images with or without sound of the SWATCH FIVB World Tour and/or the SWATCH FIVB World Championships matches real or simulated.
- 7.5 The PLAYER acknowledges that the FIVB has the right in perpetuity and on a worldwide territory by any and all means to make use of and show, at its discretion, any motion pictures, video games, magazines including live, taped or filmed television footage, such as highlight shows or photos of the PLAYER taken during FIVB Official EVENTS without compensation, and hereby waives any right to such compensation for the PLAYER or his/her heirs and assignees.
- 7.6 To be present for the award ceremony at each of the EVENTS in which they finalize among the top 3 teams wearing their uniform tops as provided by the Promoters/FIVB for the photography and media session.
- 7.7 To participate without excuse neither pretext, upon the FIVB request, in a minimum of one hour per day at all played Beach Volleyball EVENTS during the contract year in the following promotional activities: VIP Package, FIVB highlight shows when organized in advance by the TV Production company, autograph sessions, participation in VIP EVENTS (night & day), practice sessions, exhibitions, Beach Volleyball clinics, PR activities, media EVENTS, TV interviews, sponsorship interviews and other promotional activities reasonably required by the PROMOTER and FIVB.  

The ATHLETE must be available for TV interviews during EVENTS or with press photographers when requested in front of the FIVB official back drop as required.

The FIVB will respect the Athlete's need to train, play, eat, sleep and prepare for coming games during the event when requesting the Athlete's participation
- 7.8 To make him/herself available for clean head shots (with no promotional clothing) to be used for the ATHLETE'S identity photograph on the FIVB website and photo cards (should they be required.) This photograph will be taken on the first day of the Technical Meeting by a photographer on site.
- 7.9 To do his/her utmost to be available for professional interviews or promotion events by the FIVB or FIVB Sponsors at any time in any part of the world (in such requests the FIVB travel expenses and

accommodation will be paid) and will use reasonable efforts to organize his/her schedule accordingly.

- 7.10 The ATHLETE hereby grants to the FIVB and to its Licensees the right and license to use the Athlete's identification, but, notwithstanding anything to the contrary in this Agreement, it is expressly understood and agreed herein that the FIVB and its Licensees will not use the Athlete's identification for advertisement or promotion (especially on the packaging of its products) in such a way that an individual ATHLETE should appear to be endorsing any product or service. Such appearance will have to be negotiated by a separate contract with the ATHLETE.
- 7.11 The FIVB, its Sponsors and Licensees agree that the Athlete has the right to authorize sponsors to use the Athlete's identification during the contract period. All monetary value gained by the Athlete through the Sponsor will remain in the Athlete's possession.
- 7.12 The PLAYER shall verify his/her data on the FIVB website and personally update the data throughout the season, as the data is the main source of information for the media and the FIVB administration purposes.

## **8. GROUP LICENSING RIGHTS**

- 8.1 Subject to individual endorsement limitations set forth in Section 7.5 the ATHLETE hereby grants FIVB the right to use the licensed ATHLETE'S identity throughout the Contract in connection with selling or using all products and/or services used by three or more FIVB ATHLETES in order to promote, market or exploit the FIVB and FIVB Events, the sport or any telecast or broadcast of such Events unless such right was previously granted by ATHLETE to a third party in which case, pursuant to this provision, it shall not be granted.
- 8.2 FIVB will in good faith consult with the ATHLETE regarding specific uses of their ATHLETE'S identity, name or likeness with three or more ATHLETES in connection with licensing rights, if any, and agrees that it shall not grant any licensee the right to utilize one of these ATHLETE'S identity in such a way that the ATHLETE would seem to have granted an individual endorsement of a product or service. Any usage pursuant to this provision cannot feature the ATHLETE in a manner in which the ATHLETE is readily and specifically identifiable unless specifically agreed to by ATHLETE in a separate license agreement with the exceptions of the rights granted by the ATHLETE to the FIVB in clauses 6, 7 and 8 of this agreement.

## **9. WAIVER**

The PLAYERS hereby releases and waives all claims he/she has or may have against FIVB and FIVB associated Sponsors and Promoters during the SWATCH FIVB World Tour/World Championships and other FIVB competitions in connection with any misconduct within the field of play at the EVENTS during the season.

## **9. NOTICES**

All notices, statements, consents, approvals, documents and other communications to be given hereunder shall be given by one party to the other either by personal delivery or by certified mail or by telegram and followed by a signed faxed version and e-mail within in five (5) working days and shall be addressed as follows.

To FIVB:  
Fédération Internationale de Volleyball,  
Château Les Tourelles,  
Avenue Edouard Sandoz 2-4  
1006 Lausanne, Switzerland

Tel.: + 41 21 345 35 35  
Fax: + 41 21 345 35 48  
Email: Beach@fivb.org  
Attn: FIVB Beach Volleyball Department

## **10. INDEMNIFICATION**

The ATHLETE agrees, at his/her sole cost and expense, to indemnify and hold FIVB and NF employees and members harmless from and against any and all claims, demands, causes of action, obligations, liabilities, losses, penalties, and expenses incurred by or on behalf of an FIVB or NF Indemnities as a result of any material breach of any warranties, representations or agreements herein made by the ATHLETE including the use and exploitation by FIVB of any rights granted by the ATHLETE.

## **11. TERM/TERMINATION**

- 11.1 This Commitment shall commence on the date hereof and shall automatically expire on the 31<sup>st</sup> of December 2012 unless previously terminated pursuant to the terms hereof. It is agreed that the rights of exploitation of the likeness of the Athlete featured in this commitment will be extended beyond the terms in perpetuity on the world wide territory.

- 11.2 In the event of FIVB having conclusive evidence that The PLAYER does not abide by the terms contained in this commitment or should The PLAYER be charged with an illegal act or criminal charge involving substance use or any other immoral case, the FIVB has full authority to cancel the PLAYER'S participation.
- 11.3 In the event that A PLAYER IS CHARGED of breaching this commitment The PLAYER will have 7 working days, from written notice given by FIVB through the National Federation, to respond to those charges should the breach be of a nature that can be explained or have a specific reason

The PLAYER and the NF declares to have read, understood and hereby decided to sign this commitment ratifying all the terms of its content. This commitment shall be acknowledged receipt by the FIVB Beach Volleyball Department.

PLAYER'S NAME (in Capital letters) \_\_\_\_\_

PLAYER'S ADDRESS

Street \_\_\_\_\_

Postal Code \_\_\_\_\_ City \_\_\_\_\_ Country \_\_\_\_\_

PLAYER'S Bank Name \_\_\_\_\_

PLAYER'S Bank Address \_\_\_\_\_

Street \_\_\_\_\_

Postal Code \_\_\_\_\_ City \_\_\_\_\_ Country \_\_\_\_\_

Beneficiary Name at the bank \_\_\_\_\_

PLAYER'S Bank Account \_\_\_\_\_

IBAN Account \* \_\_\_\_\_ Swift Code \_\_\_\_\_

E-Mail address: \_\_\_\_\_

Web site: \_\_\_\_\_

CITY & COUNTRY \_\_\_\_\_

TELEPHONE NO \_\_\_\_\_ FAX NO \_\_\_\_\_

MOBILE TEL. NUMBER \_\_\_\_\_

PLACE & DATE: \_\_\_\_\_

\* IBAN Account: Mandatory information for European Athletes.

PLAYER SIGNATURE:

NF PRESIDENT SIGNATURE AND STAMP

\_\_\_\_\_

\_\_\_\_\_

Player's Commitment

7-7

NF's Commitment

\_\_\_\_\_

\_\_\_\_\_