



## NF - ATHLETE'S COMMITMENT

Ms./Mrs./Mr. (The ATHLETE) \_\_\_\_\_

born on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ FIVB # \_\_\_\_\_,

voluntarily signs this Commitment undertaking the obligations herein on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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

and both, the “NF” & the “ATHLETE” agree to and acknowledge the following:

The ATHLETE and the National Federation (“NF”) join the CEV’s aim to develop Beach Volleyball as a major world media and entertainment sport through top class planning and organisation of competitions, marketing and promotional activities in the respect of the CEV Statutes, CEV Regulations, Official Communications, CEV Beach Volleyball Competitions Regulations & Guidelines, the Official Beach Volleyball Rules (all in their latest version, jointly referred to as the “FIVB/CEV Regulatory Framework”) and decisions. In case of discrepancy between this Commitment and the Regulatory Framework, the latter shall prevail.

The ATHLETE and the NF acknowledge that participation in CEV competitions and in any other CEV Beach Volleyball events is a privilege, and they commit to working with the CEV to promote and develop Beach Volleyball.

The ATHLETE is free to participate in all CEV National Tours (of the home country or abroad) only if they have secured the written authorisation of their NF before taking part; according to the CEV policy of “freedom to choose”, subject to the terms of this Commitment.

The ATHLETE exercises their rights in relation to the CEV and its partners in accordance with this Commitment and agrees to participate in a CEV competition subject to its terms, having read, understood, and agreed to comply with the FIVB/CEV Regulatory Framework.

### 1. PARTICIPATION RESPONSIBILITIES

- 1.1. The ATHLETE is free to enter, or not, CEV competitions and should not be constrained by any organisation to do so. In the case of entering, every ATHLETE must respect and abide by the FIVB/CEV Regulatory Framework. Any breach of the latter may lead to the loss of eligibility to take part in any national and/or international Beach Volleyball competitions.
- 1.2. Should the ATHLETE be granted the allocated prize money for their participation in a CEV competition (when applicable), they shall have no rights to claim from CEV, their NF and the CEV competition organiser(s), or other natural or legal person involved in the organisation of the CEV competition, any payment other than this allocated prize money and the rights granted herein.
- 1.3. The ATHLETE is responsible for knowing the starting times of all matches and for being present and ready to play as scheduled. During CEV competitions, the ATHLETE shall also make themselves available, upon request of the CEV, the Co-Organisers, or the host NF, for reasonable promotional, media, and public-relations activities, for a maximum of one (1) hour per day, provided that such activities do not interfere with match schedules or the ATHLETE’s training, preparation, rest, or recovery needs.
- 1.4. The ATHLETE shall submit the medical certificate 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 CEV competition and acknowledging the risk of injuries due to the game itself and, at least thirty (30) days prior to the start of a CEV competition.
- 1.5. Upon signing the agreement to enter CEV competitions, an ATHLETE undertakes:
  - a) The obligation to follow all Hygiene Guidelines (if applicable) and protocols shared by the CEV through Official Communications and Event Regulations/Practical Information documents.

- b) The obligation to submit themselves to doping controls conducted in accordance with the FIVB/CEV Regulatory Framework and the World Anti-Doping Code.
- c) The obligation to obtain from their NF/NOC or through public available sources, the WADA list of prohibited substances and methods in force at the time of the ATHLETE's participation in the respective CEV competition; get acquainted with and fully respect them.
- d) The obligation to take all three of [the FIVB E-Learning Courses](#) in accordance with the FIVB/CEV Regulatory Framework, namely :
  - a. Prevention of Competition Manipulation Course,
  - b. Anti-Doping – Play clean,
  - c. Safeguarding.
- e) To read and declare to have accepted the CEV's privacy policy available here: <https://www.cev.eu/privacy-policy/>.

## **2. GENERAL CONDITIONS**

- 2.1. The ATHLETE is granted the right to participate in a CEV competition only after their NF, as per the FIVB/CEV Regulatory Framework, has registered them.
- 2.2. The ATHLETE may receive a prize money to be fixed by the CEV based on their performance. The earnings of the ATHLETE shall be paid through bank transfer by their NF within a reasonable time limit. The ATHLETE herewith authorises their NF to receive payments on their behalf.
- 2.3. If a CEV competition is cancelled due to "Force Majeure" or to unforeseen circumstances, the CEV shall inform, by email and through the CEV website, the National Federation of the ATHLETE. Should the cancellation be confirmed 30 days before a CEV competition, neither the CEV nor the Co-Organisers shall be held accountable for reimbursing the parties concerned any costs relating to the transportation and accommodation of the ATHLETE.
- 2.4. The ATHLETE shall always represent themselves and the sport of Beach Volleyball to the highest standards showing good behaviour and fair play to the sport and its members and governing bodies, sponsors and Co-Organisers.
- 2.5. The ATHLETE shall comply and always abide with the FIVB/CEV Regulatory Framework. The ATHLETE breaching any of the provisions of the FIVB/CEV Regulatory Framework shall bear the sanctions mentioned in the latter.

## **3. ATHLETE'S ACCESSORIES, UNIFORMS & ENDORSEMENT RIGHTS**

- 3.1. The ATHLETE acknowledges and agrees that, during all CEV competitions, they may only use, wear, or display accessories, equipment, and uniforms that fully comply with the FIVB/CEV Regulatory Framework, as well as all applicable local laws and regulations of the host country, including any legislation or restrictions relating to sponsorship, advertising, and permitted sponsor categories.
- 3.2. Subject to the provisions of the FIVB/CEV Regulatory Framework governing personal sponsors and Co-Organisers' sponsors, the ATHLETE agrees not to display, wear, or promote any patch, logo, trademark, branding or any material conveying political or religious messages during CEV competitions, except for:
  - their country three-letter (3) code and/or national flag;
  - the CEV logo and/or the official CEV event title;
  - their name.
- 3.3. The ATHLETE shall wear the official competition top provided by the Co-Organisers, when applicable, together with their own CEV-approved bottoms, during official warm-up periods, competitions, interviews, and award ceremonies, and shall be present at award ceremonies if their team finishes among the top 3 teams.
- 3.4. The ATHLETE shall neither alter the official top in any way nor cover the official CEV / Sponsors identification on the official uniform.
- 3.5. The ATHLETE shall submit their playing bottoms for approval by the CEV Supervisor, who shall verify compliance with the uniform standards set out in the FIVB/CEV Regulatory Framework, including consistency in colour and style with their partner. Such verification shall take place no later than the Preliminary Inquiry of each CEV competition and shall apply uniformly across all CEV competitions.

- 3.6. If the ATHLETE has personal sponsors or commercial partners that are not authorised in the country where a CEV competition takes place and/or not authorised or approved by the CEV and/or the relevant Co-organiser, the ATHLETE undertakes to fully comply with all instructions issued by the CEV and/or the Co-organiser. This includes, without limitation, the obligation to remove, cover, or refrain from displaying any logos, trademarks, branding, or references related to such non-authorized sponsors on competition clothing, equipment, accreditation, media appearances, or during any official activities connected to the CEV Competition
- 3.7. The CEV Supervisor shall approve all accessories, including temporary tattoos, medical taping, and braces, at the Preliminary Inquiry of each CEV competition in accordance with the FIVB/CEV Regulatory Framework. Following approval, no additional sponsors' logos or names may be added to any apparel or equipment.

#### **4. CEV & CEV'S SPONSORS/SUPPLIERS RIGHTS**

The ATHLETE hereby grants and agrees to respect the following rights to the CEV and its sponsors/suppliers:

- 4.1. The right to use and promote the ATHLETE's name or likeness, photograph, video footage, voice, biography (hereinafter "ATHLETE'S identification") for the promotion of CEV, Sponsors/Suppliers and Co-Organisers in connection with the CEV competitions. The CEV acknowledges that it shall use this right only in connection with the CEV competitions and activities.
- 4.2. The right and license to use the ATHLETE's identification. Subject to the terms of this Commitment and of any other document/participation form provided by the CEV and signed by the ATHLETE before or after the signature of this Commitment, it is expressly understood and agreed that the CEV and its partners shall not use the ATHLETE'S identification for advertisement or promotion (especially on the packaging of its products) in such a way that the ATHLETE should appear to be endorsing any product or service. Such appearance shall have to be negotiated by a separate contract with the ATHLETE concerned.

Failure to comply with such instructions may result in disciplinary measures in accordance with the CEV Regulations, without prejudice to any other rights or remedies available to the CEV.

- 4.3. The right to reproduce the ATHLETE'S identification in computer and/or video games depicting CEV competition matches, whether real or simulated.
- 4.4. The right to use worldwide and in perpetuity the ATHLETE'S identification by any means in connection with audiovisual content relating to one or more CEV competitions, without any compensation being payable to the ATHLETE.
- 4.5. The right to licence, sub-licence, assign or transfer the rights mentioned herein at the CEV's sole discretion to any third party.
- 4.6. The understanding that CEV shall inform its Sponsors/Suppliers of any restrictions applicable to the ATHLETE and if the Sponsors/Suppliers violate such restrictions, the ATHLETE shall have the right to claim compensation from the Sponsors/Suppliers directly, waiving herewith any claim against the CEV.

#### **5. RIGHTS AND OBLIGATIONS**

- 5.1. The CEV agrees that the ATHLETE has the right to authorise sponsors to use their identification for endorsement purposes during the term of this Commitment. All monetary value gained by the ATHLETE through such sponsor shall remain the ATHLETE's property. During the competitions, they have the right to use or wear accessories and uniforms according to the FIVB/CEV Regulatory Framework.
- 5.2. The ATHLETE shall not grant or authorise any third party to use, for the purposes of endorsing their product rights such as TV footage, photographs etc., any of the CEV brands and titles without prior written consent from the CEV.
- 5.3. The ATHLETE shall avoid, impeded and stop any suggestion or given impression that a third party is associated or connected, by any means and in any form, to the CEV or a CEV competition. The ATHLETE shall refrain from being involved or contributing, directly or indirectly, actively or not, to such third-party association.
- 5.4. The ATHLETE shall abide by the FIVB/CEV Regulatory Framework (including the Betting and Manipulation of results Rules). For the sake of clarity, betting is always prohibited on all volleyball events.

**6. WAIVER**

- 6.1. The ATHLETE irrevocably releases and waives all claims they has or may have against the CEV, CEV associated Sponsors/Suppliers, Co-Organisers and Partners (and their respective members, directors, officers, employees, volunteers, contractors or agents) from any liability (to the extent permitted by law) for any loss, injury or damage that they may suffer in relation to any participation in the CEV competitions.

**7. INDEMNIFICATION**

- 7.1. The ATHLETE agrees, at their own expense, to indemnify and hold harmless CEV and any National Federation, including their employees and members, from any claims, losses, liabilities, or expenses arising from: (a) any private wrongdoing by the ATHLETE; (b) any material breach by the ATHLETE of the warranties, representations, or agreements in this document; or (c) the CEV's use of any rights granted by the ATHLETE.

**8. TERM/TERMINATION**

- 8.1. This Commitment takes effect on the date hereof and shall automatically expire on 31<sup>st</sup> of December 2028, unless previously terminated in accordance with its Terms. The rights to exploit the ATHLETE's likeness granted under this Commitment shall survive its expiration and shall continue in perpetuity worldwide.
- 8.2. If the CEV decides to revise or amend this Commitment for the remainder of the ongoing Olympic Cycle, it shall notify the NF and issue a revised Athlete's Commitment Form. Upon receipt of such notice by the National Federations, the previous Commitment shall automatically terminate.
- 8.3. If the CEV has conclusive evidence that the ATHLETE does not abide by the terms contained in this Commitment or should the ATHLETE be charged with an illegal act, anti-doping rule violation or criminal charge involving substance use or any case of unethical or unsportsmanlike behaviour (as determined by the CEV in its sole discretion), the CEV has full authority to cancel the ATHLETE's participation in a CEV competition and terminate the present Commitment.
- 8.4. If an ATHLETE is accused of breaching this Commitment and the CEV considers the breach remediable, the ATHLETE shall have seven days, from receipt of written notice (sent through their National Federation), to respond to the accusation and remedy the breach. If the breach is not remedied within this time limit, the CEV shall be entitled to terminate this Commitment.

**9. NF's COMMITMENT**

By signing this commitment, the NF agrees and/or acknowledges the following:

- 9.1. The NF is authorised to register the Athlete to participate in CEV competitions in accordance with the FIVB/CEV Regulatory Framework.
- 9.2. The NF has carefully verified the ATHLETE's nationality and warrants that the ATHLETE holds the nationality of the NF's country. The NF acknowledges that registering and/or granting a licence to an ATHLETE who does not comply with the FIVB Beach Volleyball Sports Regulations constitutes a breach of the latter.
- 9.3. The ATHLETE is registered with and/or holds a licence issued by the NF. The NF warrants that such registration and/or licence has been issued in accordance with the FIVB Beach Volleyball Sports Regulations and that the Athlete is not registered with and/or does not hold a licence from any other National Federation. The NF confirms that it has carefully verified the foregoing.
- 9.4. It assumes the responsibility of the ATHLETE's participation in CEV competitions and the right to represent the ATHLETE's interests, within the CEV, in accordance with the terms of this Commitment and in full respect of the FIVB/CEV Regulatory Framework.
- 9.5. It has provided the ATHLETE with all information concerning the FIVB/CEV Regulatory Framework.
- 9.6. The NF agrees, at its sole cost and expense, to indemnify and hold harmless the CEV or a National Federation, including their employees and members, from any claims, liabilities, losses, or expenses arising from: (a) any private wrongdoing by the NF or an ATHLETE; or (b) any material breach by the NF or an ATHLETE of the warranties, representations, or agreements in this document.
- 9.7. Any prize money earned by the ATHLETE in a CEV competition and wired to their NF shall be forwarded accordingly to the concerned ATHLETE.



**10. APPLICABLE LAW, DISPUTE RESOLUTION**

- 10.1. This Commitment shall be governed by and construed in accordance with the Luxembourg Law.
- 10.2. The ATHLETE, the CEV and the NF agree that any dispute, controversy or claim arising out of or in connection with a CEV competition, which cannot be settled amicably, shall be submitted to the relevant CEV institution in accordance with the FIVB/CEV Regulatory Framework.
- 10.3. Neither the ATHLETE nor the CEV nor the NF shall and hereby waive their right to institute any claim, arbitration or litigation, or seek any other form of relief, in any other court or tribunal.

**11. ENTIRE AGREEMENT, SEVERABILITY**

- 11.1. If any provision of this Commitment is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced with a valid and enforceable provision that most closely reflects its original intent and economic effect.
- 11.2. This Commitment constitutes the entire agreement between the parties in relation to its subject matter, superseding and extinguishing any prior agreements, arrangements, undertakings of any nature, between the parties, whether oral or written, in relation to this subject matter. Any amendments to this Commitment shall be in writing.

The ATHLETE and the NF declare to have read, understood and hereby decided to sign this Commitment ratifying all the terms of its content.

I agree that the CEV may use my below social media details for the purpose of promoting the sport of Beach Volleyball on the CEV social media channels, but not for commercial exploitation

Facebook: \_\_\_\_\_ Instagram: \_\_\_\_\_

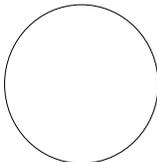
TikTok: \_\_\_\_\_ X: \_\_\_\_\_

ATHLETE’S NAME (*in capital letters*) \_\_\_\_\_

ATHLETE’S SIGNATURE \_\_\_\_\_

ATHLETE LEGAL REPRESENTATIVE’S NAME & SIGNATURE \_\_\_\_\_

*(In case the ATHLETE is considered as a minor according to the Law of the country of their National Federation)*

_____ Name of the President and/or Secretary General (printed)	 Seal of the National Federation
_____ Signature of the President and/or Secretary General	
_____ Date and Venue	

**Please upload this form, on the FIVB VIS system, duly completed no later than the respective registration deadline before the competition.**