



ELIGIBILITY CONDITIONS FORM
EUROPEAN YOUTH OLYMPIC FESTIVAL – BAKU, AZERBAIJAN – 21-27 JULY 2019

APPLICABLE TO

ATHLETES/CHEF DE MISSION/TEAM & GENERAL OFFICIALS/OTHER ACCREDITED OFFICIALS AND MEMBERS OF THE NOC DELEGATION (HENCEFORTH “THE PARTICIPANT”)

PLEASE WRITE CLEARLY IN CAPITAL LATIN LETTERS

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NATIONAL OLYMPIC COMMITTEE (NOC)

.....

NOC CODE

REPRESENTED BY:

.....

FAMILY AND GIVEN NAME(S) (AS SHOWN IN PASSPORT)

.....

POSITION WITHIN NATIONAL OLYMPIC COMMITTEE

.....

DATE OF BIRTH (DAY/MONTH/YEAR)

1. GENERAL

The above-mentioned responsible representative of the National Olympic Committee (named above) agrees to the following eligibility conditions for each accredited Participant of the above stated NOC delegation - including minors for whom the parent/legal guardian acknowledgement for minors is required - on their behalf.

POINTS APPLICABLE FOR ALL ACCREDITED PARTICIPANTS OF THE ABOVE STATED NOC DELEGATION:

It is understood by Participant that:

- in the European Youth Olympic Festival (EYOF) 'BAKU 2019' in Azerbaijan, from 21 – 27 July, 2019 ('BAKU 2019'), the Participant is 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 the 'BAKU 2019' under the conditions and for the purposes now or hereafter in relation to the promotion of the EYOF without any right of compensation.
- The Participant has declared to the National Olympic Committee that he/she has read and has full knowledge of the provisions of the EYOF Charter 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 Participant agrees that no kind of demonstration or no form of propaganda is permitted in the areas directly or indirectly connected with the 'BAKU 2019', 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 the connection with the 'BAKU 2019'.
- The Participant agrees to respect and not offend or violate in any way the national attributes such as Flag, State Emblem and National Anthems and show tolerant and adequate behavior towards culture, religion, politics and ethnicities of hosting and participating states in the 'BAKU 2019'.
- The Participant agrees to respect the spirit of fair play and non-violence and behave accordingly.
- The Participant agrees to comply with the provisions of the World Anti-Doping Code in force at the time of the 'BAKU 2019' as well as the EYOF Anti-doping programme applicable to the 'BAKU 2019'.
- The Participant agrees to comply with the provisions of the EYOF Rules on Advertising, Demonstrations and Propaganda applicable to the 'BAKU 2019'.
- The Participant has declared that he/she has full knowledge of all such provisions and that all provisions applicable to his/her participation in the 'BAKU 2019' have been specifically brought to his/her attention by the National Olympic Committee ("NOC") and/or by his/her National Sports Federation and are specifically approved by the Participant.
- The Participant agrees that all photographs and moving images taken by him/her at the 'BAKU 2019', including those of athletes competing within any Festival Venues, shall be used solely for personal and non-commercial purposes, unless prior written consent is obtained from the European Olympic Committees (EOC).
- The Participant agrees that any comments posted by him/her on social media platforms or websites and tweet during the 'BAKU 2019' shall conform to the Olympic spirit and fundamental principles of Olympism, be dignified and in good taste, and should not be 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 organisation.



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EUROPEAN YOUTH OLYMPIC FESTIVAL – BAKU, AZERBAIJAN – 21-27 JULY 2019

- The Participant gives right to the Chef de Mission and the doctors and the medical staff of NOC and 'BAKU 2019' Operations Committee (OC) inform 'BAKU 2019' OC about his/her status and about the necessary treatment automatically and vice versa.

THE PARTICIPANT ACKNOWLEDGES AND AGREES THAT:

- In respect of information about him/her ('Personal Data'), he/she agrees:
 - a. to Personal Data being collected by NOC, OC and EOC and to such data being stored and used by the OC and EOC, and, where necessary, third parties, for the purposes of, and to the extent necessary in relation to, facilitating his/her accreditation, participation in, and/or organizing the EYOF;
 - b. to the transfer of Personal Data to the Government of the Republic of Azerbaijan ("Government") and by them to such third parties, and to the processing of such data and potentially any relevant sensitive personal data (including about unspent criminal convictions), as are necessary for security and other background checks by the Government in order for him/her to gain the necessary accreditation for the EYOF;
 - c. he/she also undertakes to notify NOC immediately should there be any change to his/her personal information which relates to his/her qualification for, attendance at, or participation in the EYOF. He/she agrees that must complete any security and accreditation documentation in the form and by the date requested by NOC and OC and must be eligible to receive and continue to hold accreditation from OC during the EYOF.

He/she participates at his/her own risk and will take all reasonable measures to protect himself/herself from the risks of participating at 'BAKU 2019'.

- He/she is responsible for all valuables he/she brings into the 'BAKU 2019' sites and that the 'BAKU 2019' OC and the EOC shall have no responsibility for any loss or damage to such valuables. Furthermore, he/she has to take care of his/her belongings as expected from a reasonable prudent person ("bonus pater familias").
- The Participant irrevocably releases the 'BAKU 2019' OC, the Government of the Republic of Azerbaijan 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 'BAKU 2019'. The Participant has to take such care as is expected from a reasonable prudent person ("bonus pater familias").
- The Participant agrees that any dispute, controversy or claim arising out of or in connection with, or on the occasion of the 'BAKU 2019', which is not resolved after exhaustion of the legal remedies established by the NOC, the International Federation governing the relevant sport, the 'BAKU 2019' OC and the EOC, shall be submitted exclusively to the Court of Arbitration for Sport ("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 non-appealable. 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.



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- The Participant acknowledges and agrees that his/her participation in the 'BAKU 2019' is conditional upon his/her valid acceptance of and his/her compliance with each and every provision of these Eligibility Conditions which have been explained to him/her by his/her NOC and fully understood by Participant.
- The Participant acknowledges and agrees to obey all the laws of the Republic of Azerbaijan and other regulations and to be liable exclusively for any breach of laws and other regulations.
- The NOC hereby declares that it is aware of the insurance policy towards the NOC/Participant at the 'BAKU 2019' and that it is responsible for the necessary travel and health insurance for its Participants that is not covered by the EYOF OC.
- The 'BAKU 2019' OC shall take out insurance in accordance with the insurance policy that will be communicated to the NOC's to cover:
 - * EYOF 'BAKU 2019' OC third party liability (personal injury and material damage)
 - * Medical costs and individual accidents (permanent disability, consequential damage)
 - * Cost of medical treatment
 - * The agreed scope of medical care shall be provided free of charge to all participants accredited for the EYOF, and in all circumstances arising during their stay in the EYOF host country.
- During the period from 21 – 28 July, 2019 in case a Participant is hospitalized, the 'BAKU 2019' OC covers the costs of the Participant's medical treatment in the hospital.
- There shall be a meeting of the Medical department with the NOC delegation physicians at the beginning of the EYOF (usually, one day of the Opening Ceremony)
- The NOC hereby certifies and guarantees that all the relevant rules including all those referred to above, have been brought to the notice of and explained to the Participant, and undertake to ensure that the Participant shall fulfil his/her obligations herein and that the NOC has been authorised by each registered and accredited Participant concerned to sign this Eligibility Conditions on the latter's behalf.

2.

- Additional Points applicable for 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 Participant, or his/her respective parent/legal guardians, has/have authorised 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 programme in connection with the 'BAKU 2019' including the following:
 - * Culture and Education Programmes: the participant taking part in any of the Culture and Education Programmes planned during the 'BAKU 2019', 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 Azerbaijan for the 'BAKU 2019'. The Participant shall have notified his/her respective NOC of any specific medical condition and/or need.



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- The National Olympic Committee irrevocably guarantees the 'BAKU 2019' OC and the EOC, that each registered and accredited Participant of the NOC delegation or, in case of a minor, his/her parents or legal guardian have 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. 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. The decisions of the CAS shall be final, binding and non-appealable.

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Signature of President or Secretary General or Chef de Mission

Date

NOC Stamp

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Signature of the NOC Representative

(Stated at the first page of this document)

This EC Form must be submitted to baku2019.accreditation@eventoc.az not later than **05 July, 2019**.