



INTERNATIONAL BOBSLEIGH & SKELETON FEDERATION

## **IBSF E-LICENSE AND REGISTRATION SYSTEM TERMS AND CONDITIONS**

### **1. CONTENT/PURPOSE OF THE IBSF E-LICENSE AND REGISTRATION SYSTEM**

- 1.1. The IBSF E-LICENSE AND REGISTRATION SYSTEM is a web-based platform, owned and managed by International Bobsleigh and Skeleton Federation” (IBSF), allowing the IBSF Member Federations, IBSF Officials and IBSF Event Organisers to administrate certain aspects of the IBSF Competitions and/or events (IBSF Events). The E-LICENSE AND REGISTRATION SYSTEM also is the tool for registering and submitting applications to license all athletes and team members who wish to participate in the IBSF Events. The E-LICENSE AND REGISTRATION SYSTEM is protected by copyright and other intellectual property laws and treaties.
- 1.2. IBSF, is the religiously and politically neutral international non-governmental organisation administering the sports of Bobsleigh (including Bob-on-the-Road) and Skeleton. The IBSF owns all and any titles, copyrights, logos, designs, images, photographs, audio and video clips, texts, graphics, symbols and names in the E-LICENSE AND REGISTRATION SYSTEM.
- 1.3. User: for the present document, and where applicable, the term “User” includes but not limited to (i) any registered users of the E-LICENSE AND REGISTRATION SYSTEM (the “Registered User”); (ii) any visitors which are not registered users of the E-LICENSE AND REGISTRATION SYSTEM; (iii) any IBSF Member Federations, IBSF Officials and IBSF Event Organisers, athletes and team members; (iv) any person which use the E-LICENSE AND REGISTRATION SYSTEM. If a User is providing information or using the E-LICENSE AND REGISTRATION SYSTEM for a third party (e.g. IBSF Member Federation for athletes) then the User is responsible to duly inform about and receive consent (if applicable) in connection with the Terms and Data Protection Policy from such third party (e.g. their athletes, officials and team members).
- 1.4. By using the E-LICENSE AND REGISTRATION SYSTEM, the User agrees to be bound by the Terms and Conditions for Use / Data Protection Policy (hereinafter the “Terms” and/or, specifically, the “Data Protection Policy”) set forth below, especially including the use of Personal Data and Content as specified below and the User warrants to have received consent/authorization from any third party (e.g. their athletes, officials and team members) for which he provides Personal Data and/or Content. If you do not agree to the previous, do not use the E-LICENSE AND REGISTRATION SYSTEM.
- 1.5. Information on this website does not constitute an offer for products and/or services of IBSF and/or the E-LICENSE AND REGISTRATION SYSTEM, nor does it constitute advice or other instructions on the use of the E-LICENSE AND REGISTRATION SYSTEM and/or services. To obtain binding information on the E-LICENSE AND REGISTRATION SYSTEM and its products and services, direct contact must be made with IBSF.



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1.6. The right to modify these Terms and Data Protection Policy of the E-LICENSE AND REGISTRATION SYSTEM at any time is reserved by IBSF, including but not limited to the right to amend, supplement or delete website content in any way, at any time, for any reason and without prior notice. IBSF shall not be liable in any way for possible consequences of such changes.

## 2. USE OF THE E-LICENSE AND REGISTRATION SYSTEM

2.1. The User shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works, transfer, or sell any information, software, products or services obtained from the E-LICENSE AND REGISTRATION SYSTEM. Further, the User shall not reverse engineer, recompile nor disassemble the E-LICENSE AND REGISTRATION SYSTEM in any way, shape or form.

2.2. The E-LICENSE AND REGISTRATION SYSTEM is provided "AS IS" and any express or implied warranties, including, but not limited to, the implied warranties of performance, merchantability, fitness for a particular purpose, title and non-infringement are disclaimed.

2.3. The User acknowledges and agrees that no claim shall be made against IBSF, IBSF Event Organisers and/or any of its affiliate companies. To the maximum extent permitted by applicable law, in NO event shall IBSF, IBSF Event Organisers and/or any of its affiliate companies be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services, loss of use, loss of data, loss of profits, loss of confidential or other information, nor business interruption) however caused and on any theory of liability, whether in contract, strict liability or tort (including negligence or otherwise) arising in any way out of the use of this software, even if advised of the possibility of such damage.

2.4. IBSF reserves the right to deactivate and disable any User's account at its sole discretion.

2.5. Users of the E-LICENSE AND REGISTRATION SYSTEM acquire no rights to the system, or the information and data contained therein. Visitors may download or print out a hard copy of individual pages, forms, reports and/or sections of the system, provided that any copyright or other proprietary notices are not removed. The information and data associated with the lawful use of the website and its functions may only be used for non-commercial, educational, private or domestic purposes. Use over and above that is only permissible if IBSF has given express written consent in advance.

2.6. The User is fully responsible for the submission of any Personal Data processed by the User. By accepting these Terms, the User warrants they have gained permission to handle and manage Personal Data and Content on behalf of the relevant third party / third parties (such as athletes and team members) through the E-LICENSE AND REGISTRATION SYSTEM for which he submits Personal Data.



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3. NATIONAL FEDERATION ACCOUNT, CONFIDENTIALITY, PASSWORD AND SECURITY

- 3.1. The User will receive a password and account designation upon completing any registration process. The User is responsible for maintaining the confidentiality of the password and account and is fully responsible for all activities that occur under the password and account.
- 3.2. The User agrees to: (i) immediately notify IBSF of any unauthorized use of the password or account and any other breach of security; and (ii) ensures that the User exits from the User's account at the end of each session. IBSF cannot and will not be liable for any loss or damage arising from the User's failure to comply with this Section 3.
- 3.3. The User shall not disclose and/or (commercially) use any personal information, Personal Data, confidential information and/or other information obtained through the E-LICENSE AND REGISTRATION SYSTEM other than strictly in accordance with this Terms / Data Protection Policy.

4. DATA PROTECTION POLICY/ DATA PRIVACY / CONTENT USE

- 4.1. IBSF takes the security and privacy of Personal Data and other Content very seriously. This Data Protection Policy set out the basis in which any Personal Data and/or Content obtained as a result of the use of the E-LICENSE AND REGISTRATION SYSTEM will be recorded, processed, stored, used and exploited. All recording, processing, storing, using and exploiting will be in accordance with the Data Protection Policy.
- 4.2. If and insofar as the IBSF or IBSF Event Organiser records, processes, stores use and exploit any data provided in the E-LICENSE AND REGISTRATION SYSTEM which is subject to data protection laws, the compliance with all corresponding laws and regulations is incumbent upon IBSF or the IBSF Event Organiser, as appropriate. Given this principle, the User agrees to the grant of rights and Data Protection Policy as stipulated in this clause 4.
- 4.3. The User acknowledges and agrees that, when using E-LICENSE AND REGISTRATION SYSTEM data and Content provided by User may be recorded, processed and stored. This also comprises the the recording, processing and storing of Personal Data.

“Personal Data“ means any personal information of individuals that the User provides in the E-LICENSE AND REGISTRATION SYSTEM (including but not limited to date of birth, passport details, contact addresses/emails/details of athletes and team members) or by otherwise contacting IBSF through the E-LICENSE AND REGISTRATION SYSTEM. “Content” means pictures or other content than data such as logos, audio-, visual- and audio-visual footage that the User provides in the E-LICENSE AND REGISTRATION SYSTEM.



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The purpose of recording, processing and storing this data and Content is (i) to allow use of the website (connection setup), for system security, for technical administration of the network infrastructure, (ii) to optimise the E-LICENSE AND REGISTRATION SYSTEM for all Users, (iii) to ensure the proper administration, organization and operation of the IBSF Events and (iv) to make use of data and Content as per 4.3.1.

#### 4.3.1. Further Use of Personal Data /Content

- (i) All and any use of Personal Data is confined to the purposes stated in this Data Protection Policy and is only undertaken to the extent necessary for these purposes.
- (ii) Personal Data will not be transferred to government bodies or public authorities, except to comply with mandatory national legislation or if the transfer of such data should be necessary in order to take legal action in cases of fraudulent access to the network infrastructure.
- (iii) The User agrees that Personal Data may be transferred to affiliate companies of IBSF both domestic and abroad for use in accordance with this Data Protection Policy.
- (iv) Personal Data may be disclosed to third parties who help IBSF administer the E-LICENSE AND REGISTRATION SYSTEM (such as Internet service providers) or to provide the services requested, both domestic and abroad.
- (v) The User agrees that Personal Data (such as name, date of birth, sports related data, fixture data photographs) may be disclosed and transferred to IBSF Event Organisers for the purpose of registration to and participation in IBSF Events. Such information may be used for marketing purposes by IBSF for the promotion of IBSF activities, news and communications.
- (vi) Personal Data may be disclosed if IBSF or IBSF Event Organisers are under a duty to disclose or share Personal Data in order to comply with any legal obligation, or in order to enforce or apply IBSF's agreements; or to protect the rights, property, or safety of IBSF and its affiliates, or others. This includes exchanging information with other companies and organisations for the purposes of fraud and integrity protection.
- (vii) Information and relevant Personal Data on athletes and team members that relates to the IBSF Events (such as fixture data, race data, sport related data etc.) may be transferred and stored in a separate (results) database. This Personal Data may be shared, transmitted, exploited and publicly displayed by IBSF, IBSF's partners (e.g. media, data and/or Sponsoring partner) and any other IBSF sublicensee(s) (e.g. IBSF and IBSF partner's website, channels and platforms).



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- (viii) Content of National Federations, athletes or team members (such as athletes photos, logos) uploaded into the E-LICENSE AND REGISTRATION SYSTEM maybe use on IBSF’s analog and digital platforms, tv graphics and in competition venues for the purpose of sports presentation and maybe shared, transmitted, exploited and publicly displayed by IBSF, its partners (e.g. data, media and/or sponsoring partner) and any other IBSF sublicensee (s). For the avoidance of doubt: IBSF will not make use of any Personal Data and Content in a manner that would imply athlete / team members’s endorsement of a company, product or service without athletes/team members express written permission.
- (ix) Personal data that are no longer relevant to its original purposes for processing will be deleted or anonymised after a period of five (5) years.

4.3.2. The use of the E-LICENSE AND REGISTRATION SYSTEM may require prior registration and may involve more substantial processing of Personal Data, such as e-mail addresses, user IDs and passwords. Such data will only be used to process the order of the User.

4.3.3. International Transfer. Data collected through the E-LICENSE AND REGISTRATION SYSTEM may be processed outside of Switzerland or the European Union in relation to IBSF Events. By submitting their Personal Data, the user agrees to this transfer, storing or processing. IBSF and IBSF Event Organisers will take all steps reasonably necessary to ensure that the Personal Data is treated securely and in accordance with this Data Protection Policy.

#### 4.4. Security

4.4.1. The User acknowledges that the transmission of information via the internet is not completely secure. Although IBSF will protect any Personal Data held within the E-LICENSE AND REGISTRATION SYSTEM, the security of data transmitted to this website cannot be guaranteed and any transmission is at the user’s own risk.

4.4.2. Reasonable technical and organisational security measures will be implemented to safeguard stored Personal Data against inadvertent or deliberate manipulation, loss or destruction and against access by unauthorised persons. The corresponding security measures are continuously improved and updated.

4.5. Cookies: Cookies which place technical session-control data in the user’s browser memory may be used. The corresponding data is automatically erased when it is no longer needed.

4.6. Phishing: Identity theft and the practice currently known as “phishing” are of great concern to IBSF. Safeguarding information to help protect the user from identity theft is a top priority. IBSF do not and will not, at any time, request the user’s account ID, login password or national identification numbers in a non-secure or unsolicited e-mail or telephone communication.



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#### 4.7. Links to Websites operated by third-party providers

- (i) The E-LICENSE AND REGISTRATION SYSTEM may contain links to web pages associated with IBSF, IBSF Event Organisers and third-party providers. IBSF has no way of influencing the practices of other providers with respect to data protection, nor can IBSF carry out any checks to ensure that they comply with the relevant legislation.
- (ii) IBSF accepts no responsibility whatsoever for these websites and their operators and the information and/or products or services offered on such websites. Responsibility for access to linked third-party websites rests solely with the website visitor.

### 5. RIGHT TO INFORMATION AND CONTACT DETAILS

- 5.1. Every User has a right to inspect any stored data concerning their person, and also the right to demand the correction or deletion of such data, and to withdraw their consent for any further use of such data. Any registered user has the possibility of inspecting, modifying and deleting such data online.
- 5.2. For the purposes mentioned in the paragraph above, any such request must be made by email to: [dataprotection@ibsf.org](mailto:dataprotection@ibsf.org)  
If a User communicates with the IBSF or IBSF Event Organiser by e-mail, it must be noted that the content of unencrypted e-mails can be intercepted and openly read by unintended parties. For this reason, it is recommended that confidential information should be transmitted in encrypted form or sent by post.

### 6. WARRANTY AND LIABILITY

- 6.1. IBSF endeavors to ensure that information and data published on the E-LICENSE AND REGISTRATION SYSTEM is correct and current. However, it gives no undertaking in this respect and does not warrant or represent expressly or implicitly that the information and/or data provided is correct, current or complete; this applies in particular to information and Data on the quality, availability or the suitability for a specific purpose of products and services shown on the E-LICENSE AND REGISTRATION SYSTEM.
- 6.2. IBSF does not guarantee trouble-free or uninterrupted access to this website or the use of its functions. Similarly, it does not guarantee that the transfer of data is trouble-free and/or uninterrupted.
- 6.3. To the maximum extent permitted by applicable law, IBSF is NOT liable in any manner whatsoever for direct, indirect, incidental or consequential losses, including loss of income or profit or other consequential losses, punitive damages and/or claims of third parties resulting from the use of, access to, or inability to use the E-LICENSE AND REGISTRATION SYSTEM and the information and/or the products or services contained within or respectively offered on this website or any damages arising out of or in connection to the use of the E-LICENSE AND REGISTRATION SYSTEM and data.
- 6.4. This exclusion of liability shall particularly apply to damage inflicted by viruses or other harmful programs, or caused in any other way to computer equipment, software operated by website visitors or their data (including loss of data).



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6.5. The user agrees to indemnify and hold IBSF and its subsidiaries, affiliates, licensors, licensees, officers, agents, co-branders and other partners, and employees, harmless from any and all liabilities, losses, damages, claims, penalties, fines, costs and expenses, including without limitation reasonable legal fees, that may arise in connection with:

- (i) The use of and access to the Website, the Services, or IBSF Content, as well as Your connection to the Website, Services or IBSF Content by the user;
- (ii) The user's failure to comply with any provision of the Terms; or
- (iii) any claim by a third party that any of the user's use of the Website, services, or IBSF content, by the user infringes any intellectual property, other proprietary or privacy right of such third party or has otherwise caused damage to a third party.

## 7. CONFIRMATION

By using the E-LICENSE AND REGISTRATION SYSTEM the User accepts and agrees (i) to the IBSF Statutes, the IBSF International Rules, the IBSF Code of Ethic, all relevant IBSF Code of Conducts and all other IBSF Regulations (see all documents under <https://www.ibsf.org/en/inside-ibsf/downloads> ), (ii) to IBSF's role as original organizer and rights holder of all IBSF Events and (ii) that IBSF is entitled to exploit all relevant (commercial) rights to the IBSF Events (such as but not limited to media Rights, marketing Rights and data related rights).

**In case a User wishes to license and register an athlete and/or any team official through the E-LICENSE AND REGISTRATION SYSTEM he ensures to sign the "Declaration of National Federation - IBSF E-LICENSE AND REGISTRATION SYSTEM" (which have been provided to all National Federations via e-mail and can be downloaded from this website) by a duly authorised person of the National Federation to whom the athlete and or team members belongs to and send the signed "Declaration of National Federation - IBSF E-LICENSE AND REGISTRATION SYSTEM" to the following IBSF e-mail address: [raik.bauerfeind@ibsf.org](mailto:raik.bauerfeind@ibsf.org). The submission of a duly signed "Declaration of National Federation - IBSF E-LICENSE AND REGISTRATION SYSTEM" is condition for a successful licensing of athletes and/or season registration of team members.**

## 8. GOVERNING LAW AND PLACE OF JURISDICTION

The use of the E-LICENSE AND REGISTRATION SYSTEM, as well as any dispute or claim in connection with such use, shall be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and resolved definitively in accordance with the Code of sports-related arbitration and the laws of Switzerland.