



## **FIVB BEACH VOLLEYBALL EVENTS 2023**

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Participation Agreement  
FIVB – VW – Beach Volleyball Players

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**FÉDÉRATION INTERNATIONALE DE VOLLEYBALL**

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Château Les Tourelles, Edouard-Sandoz 2-4, 1006 Lausanne Switzerland

Tel: +41 (21) 345 3535 Fax: +41 (21) 345 3548

This Agreement (hereinafter the “**AGREEMENT**”) is entered into on 1 January 2023 (hereinafter the “**Effective Date**”) between

**FÉDÉRATION INTERNATIONALE DE VOLLEYBALL**

Chemin Edouard Sandoz 2-4,  
1006 Lausanne, Switzerland  
represented by its President, Dr. Ary S. Graça F°  
(hereinafter “**FIVB**”)

and

**VW VOLLEYBALL WORLD S.A.**

Chemin Edouard Sandoz 2-4,  
1006 Lausanne, Switzerland  
represented by its Chair, L. Fernando Lima, and its CEO, Finn Taylor  
(hereinafter “**VW**”)

and

**PLAYER’S NAME**

**FIVB ID:**

(hereinafter “**PLAYER 1**”)

(All of the above parties referred to together as the “**PARTIES**”)

The PLAYER individually states and agrees to the following:

The PLAYER joins the 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, Disciplinary Regulations, Medical and Anti-Doping Regulations, other FIVB Regulations and decisions, the FIVB Beach Volleyball Sports Regulations, the FIVB Beach Volleyball Sport Operational Manual, the Rules of the Game and any contractual commitments made by the FIVB and/or VW with organisers and informed to the PLAYER in advance (in their version in force at the time of signing of this AGREEMENT, hereinafter jointly referred to as the “**FIVB REGULATORY FRAMEWORK**”). In case of discrepancy between this AGREEMENT and the FIVB REGULATORY FRAMEWORK, the FIVB REGULATORY FRAMEWORK shall prevail.

The PLAYER understands that the right to play in «**FIVB EVENTS**» [which include and are individually referred to as FIVB EVENT: Volleyball World Beach Pro Tour, including Finals, FIVB Beach Volleyball World Championships, FIVB Beach Volleyball Underage World Championships (U-19, U-21), Olympic Qualification Competitions and Continental Cup] – even if such events are renamed or reformed in any way – as well as any other international events recognised by the FIVB (i.e. World, Official and Recognized competitions defined in the FIVB Beach Volleyball Sports Regulations) or to be sanctioned or created in the future by the FIVB and/or VW is to be seen as a cooperation for the enhancement of Beach Volleyball, and acknowledges that he/she has read and commits to comply with the FIVB REGULATORY FRAMEWORK, particularly but not limited to those governing his/her participation at FIVB EVENTS as provided herein.

## 1. PLAYER RIGHTS

The PLAYER shall receive the following rights under this AGREEMENT:

- 1.1. Through his/her National Federation (hereinafter “**NF**”), the PLAYER is free to enter into FIVB EVENTS and should not be constrained by any organisation to do so subject to entry requirements defined in the FIVB REGULATORY FRAMEWORK. Should the NF not support the entry of the PLAYER, the PLAYER may then request in writing to the FIVB ([beachvolleyball@fivb.com](mailto:beachvolleyball@fivb.com)) and no later than 30 days before the start to the corresponding FIVB EVENT, an evaluation by the FIVB in accordance with Article 8.4 of the FIVB Beach Volleyball Sports Regulations. The right to enter does not guarantee the right to participate in an FIVB EVENT, which is governed by Clause 1.2 below.
- 1.2. The right to participate in the FIVB EVENTS subject to the PLAYER obtaining entry according to sporting merit based on the entry and qualification criteria defined by the FIVB in the FIVB REGULATORY FRAMEWORK and subject to the registration requirements defined by the FIVB.
- 1.3. The right to receive a provisional beach volleyball calendar from the FIVB and/or VW at least three (3) months prior to the starting date of first FIVB EVENT of the calendar year, e.g. if the first FIVB EVENT starts on 15 March then the calendar shall be provided by no later than 15 December of the previous year. Such right shall be satisfied if the calendar is publicly published online within the deadline. The sharing of the provisional calendar shall not prevent the addition of new tournaments within the FIVB EVENTS from being added to the beach volleyball calendar; however, such additional tournaments shall be informed to the PLAYERS within thirty (30) days of confirmation of such additional tournament. The cancellation and/or postponement of a tournament already communicated in the provisional beach volleyball calendar would be subject to Article 8 below.
- 1.4. The right to earn compensation for the PLAYER’s participation in the FIVB EVENTS by way of prize money on the basis of his/her performance to be fixed and notified to the PLAYER before the start of the season by the FIVB.
  - 1.4.1. The prize money shall be paid by the FIVB within a reasonable time limit, i.e. no later than thirty-five (35) days after the relevant FIVB EVENT subject to Clause 1.4.2 below.
  - 1.4.2. in order to receive the payments in a timely manner, the PLAYER must provide the FIVB with all of the necessary bank information registered in the PLAYER’s profile in the Volleyball Information System (hereinafter “**VIS**”), including but not limited to, the name of the bank account holder, the name and full address of the beneficiary, name and full address of the beneficiary’s bank, the IBAN account number and Swift Code and any supporting documentation required by the FIVB’s bank. Failure to submit all the above information or to keep them up to date through the VIS automatically releases the FIVB from any responsibility related to payment delays until the above information are provided by the PLAYER.
  - 1.4.3. The PLAYER herewith waives his/her right to claim any payment from the FIVB other than prize money and, if applicable, FIVB Bonus Pool money, for his/her participation in the FIVB EVENT and the rights granted herein. This limitation will not apply to losses or damages caused by wilful misconduct or gross negligence of the FIVB and/or VW.
- 1.5. For PLAYERS participating mainly in the Volleyball World Beach Pro Tour Challenge level, the right to receive the FIVB Bonus Pool in an amount defined by the FIVB that is only allocated in relation to the Volleyball World Beach Pro Tour Challenge level as per the technical performance at such event, and subject to FIVB Bonus Pool eligibility requirements set out in the latest version of the FIVB REGULATORY FRAMEWORK as well as the respective competition regulations issued by the FIVB for the Volleyball World Beach Pro Tour.

- 1.6. The right to authorize sponsors to use the PLAYER's personal name, image and likeness for endorsement purposes during the term of this AGREEMENT. The size and location of PLAYER's sponsors on the person of the PLAYER during the FIVB EVENT shall be regulated within the FIVB REGULATORY FRAMEWORK and subject to Clause 2 below. All monetary value gained by the PLAYER through such sponsor will remain the PLAYER's property unless part of a joint sponsorship agreement with the FIVB, VW or an organiser.
  - 1.6.1. The PLAYER may request access to the FIVB video and photograph archives 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: [beachvolleyball@fivb.com](mailto:beachvolleyball@fivb.com).
  - 1.6.2. The PLAYER will not grant or authorize any third party to use, for the purposes of endorsing their product rights such as TV footage, photographs etc., the FIVB logo, Volleyball World logo or any FIVB EVENT logo without prior written consent from the owner of the logo, respectively the FIVB, VW and/or the organiser, as applicable. Should authorization to use the FIVB logo, VW logo or FIVB EVENT logo be granted, the PLAYER shall not and shall ensure that third parties do not alter, delete or mask in any way any of the elements of the logo, including FIVB's, VW's and/or the organiser's sponsor logos.
- 1.7. For PLAYERS participating in the Main Draw of an FIVB EVENT, the right to receive free local transportation from the airport to the hotel on arrival to the FIVB EVENT, to and from the hotel to the competition venue during the FIVB EVENT and from the hotel to the airport on departure from the FIVB EVENT. The exception can occur at Beach Pro Tour Future events, where the above service is not mandatory and will be regulated as per specific competition regulations of said event.
- 1.8. The right to receive media and social media training from the FIVB/VW through dedicated programs defined by FIVB/VW.
- 1.9. The right to request to promote the PLAYER's personal projects and business on the FIVB/VW platforms subject to FIVB/VW's approval of the nature and content of the proposed promotional activity.

## **2. PLAYER OBLIGATIONS STEMMING FROM PARTICIPATION**

### **General Obligations**

- 2.1. The PLAYER shall respect the FIVB REGULATORY FRAMEWORK, and any violations thereof may result in disciplinary sanctions imposed on the PLAYER by the FIVB in accordance with the FIVB Disciplinary Regulations and the version of the Beach Volleyball Sport Operational Manual in force at the time of the alleged offence. For the sake of clarity, betting on the sport of volleyball and beach volleyball is prohibited at all times.
- 2.2. The PLAYER shall abide by the FIVB-International Olympic Committee (IOC) approved Olympic Qualification System / Procedures for the Paris 2024 Olympic Games, which will be implemented by the FIVB in accordance with the FIVB Board of Administration and IOC decisions.
- 2.3. The PLAYER shall always represent himself/herself and the sport in accordance with the highest ethical standards and shall use the maximum sporting effort in the performance of his/her activities. Failure to do so may result in disciplinary action in accordance with the FIVB Disciplinary Regulations.
- 2.4. The PLAYER undertakes:
  - 2.4.1. The obligation to submit required whereabouts information and to submit himself/herself to doping controls conducted in accordance with the FIVB REGULATORY FRAMEWORK and the World Anti-Doping Code;

- 2.4.2. The obligation to obtain from his/her NF, his/her National Olympic Committee (hereinafter “**NOC**”) or through publicly available sources, the WADA list of prohibited substances and methods in force at the time of the PLAYER’s participation in the respective FIVB EVENT.
- 2.5. The PLAYER shall verify his/her data on the FIVB website and/or VIS 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.
- 2.6. Any additional obligations defined in the FIVB REGULATORY FRAMEWORK applicable to PLAYERS participating in FIVB EVENTS.

#### **Obligations before an FIVB EVENT**

- 2.7. Once the PLAYER’s registration is confirmed by the FIVB:
- 2.7.1. the PLAYER shall be under an obligation to participate in the FIVB EVENT for which he/she is registered unless he or she validly withdraws from the FIVB EVENT in accordance with the FIVB REGULATORY FRAMEWORK.
- 2.7.2. the PLAYER shall not participate in any other event taking place during the same competition period as the FIVB EVENT, including in the event of a withdrawal.
- 2.8. As part of the registration for an EVENT, the PLAYER shall:
- 2.8.1. present an annual medical certificate attesting he/she is in good health and able to participate in FIVB EVENTS, assuming total responsibility for any health problems occurring without external influences that he/she might face during any FIVB EVENT and acknowledging the risk of injuries due to the game itself;
- 2.8.2. present certificates demonstrating the completion of the FIVB anti-doping education (currently “Play Clean”) and prevention of competition manipulation courses at least thirty-five (35) days prior to the start of an FIVB EVENT and
- 2.8.3. to send to the FIVB the annual medical certificate at least thirty-five (35) days prior to the start of an FIVB EVENT.
- 2.9. If the PLAYER is qualified directly for the Main Draw of an FIVB EVENT, he/she undertakes the obligation to provide his/her travel itinerary in relevant form to the organiser concerned by the deadline stated in the respective competition regulations issued by the FIVB for the relevant FIVB EVENT. A failure to do so will result in the PLAYER being ineligible to receive free local transportation from the organiser.

#### **Obligations during an FIVB EVENT**

- 2.10. The PLAYER shall attend the compulsory Preliminary Inquiry and Technical Meeting (if any) scheduled the day before the qualification tournament and the Main Draw.
- 2.11. The PLAYER will submit for approval his/her own playing shorts/bottoms and accessories, including hats/caps, bags, water bottles, temporary tattoos, medical taping, braces, etc. to the FIVB Technical Delegate, who will verify whether they are in line with the uniform standards defined in the FIVB REGULATORY FRAMEWORK, before an FIVB EVENT. Once approved, the PLAYER 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 agreement during the FIVB EVENT unless specifically authorized in writing by the FIVB, VW and/or the organiser of the FIVB EVENT.

- 2.12. Subject to the provisions of this AGREEMENT and the FIVB REGULATORY FRAMEWORK regarding personal sponsors, the PLAYER 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 FIVB EVENT title and his/her respective name/nickname (the latter are mandatory for the Main Draw teams) during all FIVB EVENTS. For the avoidance of doubt, a PLAYER shall not be allowed to advertise any competing beach volleyball event or series during an FIVB EVENT.
- 2.13. The PLAYER shall make himself/herself available for clean head shots and video clips (with no promotional clothing) to be used for the PLAYER's identity photograph on the FIVB and/or VW websites or any FIVB EVENT website approved by the FIVB and in photo cards, if any. This photograph will be taken on the first day of the preliminary inquiry (or upon individual arrangement if request by the FIVB, VW and/or its partners) by a photographer on site. All ownership rights in the head shots and video clips shall belong to FIVB and/or VW.
- 2.14. The PLAYER is responsible for being informed of the starting time of all matches and of being present and ready to play on time at an FIVB EVENT.
- 2.15. The PLAYER shall respect the hospitality of the organiser and not act in a manner that may damage the property, image and/or reputation of the organiser and its suppliers, the FIVB and/or VW.
- 2.16. The PLAYER shall participate in a minimum of one (1) hour per FIVB EVENT and up to ten (10) hours per season of the following promotional activities requested by the organiser, VW or the FIVB: public relations, sponsor, fan and hospitality activities. When requesting the PLAYER's participation in such activities, the timing of said promotional activities shall respect the PLAYER's need to train, play, eat, sleep and prepare for coming games during the FIVB EVENT.
- 2.17. The PLAYER shall be present for the award ceremony at each of the FIVB EVENTS in which his/her team finishes among the top three (3) teams, wearing their uniform tops as provided by the organisers/FIVB/VW for the photography and media session.

### **3. FIVB & FIVB'S/VW'S SPONSORS/SUPPLIERS RIGHTS**

Subject to the fulfilment of Clause 1.4 and, if applicable, 1.5 and Clause 4 of this AGREEMENT, the PLAYER hereby grants the following non-licensable rights to the FIVB:

- 3.1. The non-exclusive right to use and promote the current PLAYER's name or likeness, photograph, video footage, voice, biography as well as any third-party logos and other branding which the PLAYER has implemented on his/her uniform (hereinafter «**PLAYER'S IDENTIFICATION**») during the term of this AGREEMENT for the promotion of FIVB, VW and/or FIVB EVENTS, sponsors, suppliers and promoters. FIVB acknowledges that it will use this non-exclusive right only in connection with the FIVB EVENTS as set out in the terms of this AGREEMENT:
  - 3.1.1. Subject to the terms of this AGREEMENT, it is expressly understood and agreed that the FIVB will not use the PLAYER'S Identification for advertisement or promotion (especially on the packaging of its products) in such a way that an individual PLAYER should appear to be endorsing any product or service, except the FIVB EVENTS themselves. Such appearance will have to be negotiated by a separate contract with the PLAYER.
- 3.2. The non-exclusive right to use the PLAYER'S Identification in connection with selling or using any products and/or services, used in a group of two (2) or more players (which must include at least one (1) player from two different team) in order to promote, market or exploit the FIVB EVENTS, the sport or any telecast or broadcast of such FIVB EVENTS.

- 3.3. The non-exclusive right to reproduce the PLAYER's Identification in computer assisted and computer/video 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 FIVB EVENTS' matches (real or simulated) but always with reference to the FIVB EVENTS.
- 3.4. The FIVB and VW have 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 FIVB EVENT or to the totality of FIVB EVENTS.
- 3.5. FIVB's sponsors/suppliers and their respective advertising agencies and each television or other distribution station, system or service scheduled to distribute the FIVB 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, including the PLAYER's Identification, appearing in or connected with the FIVB EVENT, biographical material concerning such person and the name of the FIVB EVENT site for purpose of trade or for advertising purposes.
- 3.6. The non-exclusive 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 EVENTS without compensation.

#### **4. FIVB/VW UNDERTAKINGS**

- 4.1. VW guarantees at minimum ten (10) Elite16 tournaments and nine (9) Challenge tournaments of the 2023 Volleyball World Beach Pro Tour as well as one (1) FIVB Beach Volleyball World Championship will take place in 2023 subject to Force Majeure as defined in Clause 8.1 below.
- 4.2. FIVB shall provide support for the organisation of the abovementioned events organised by VW and shall deliver together with its continental confederations nineteen (19) Futures tournaments of the Volleyball World Beach Pro Tour subject to Force Majeure as defined in Clause 8.1 below.
- 4.3. FIVB shall guarantee that the level of prize money awarded per tournament shall not be reduced unless due to Force Majeure as defined in Clause 8.1 below.
- 4.4. FIVB shall pay the prize money in a timely manner once the PLAYER has provided the required banking information and documentation defined in Clause 1.4.2 above.
- 4.5. FIVB and VW shall consult with the FIVB Athletes Commission and the Beach Volleyball Commission regarding matters pertaining to the FIVB EVENTS, and
- 4.6. FIVB shall make the FIVB REGULATORY FRAMEWORK and any changes made to the FIVB REGULATORY FRAMEWORK available to the PLAYER, either online (please refer to <https://www.fivb.com/en/thefivb/legal> and <https://www.fivb.com/en/beachvolleyball/tools>) or in hardcopy during the TERM.

#### **5. NOTICES**

All notices, statements, consents, approvals, documents and other communications to be given hereunder shall be given in writing by one party to the other either by personal delivery or by registered post or by facsimile with a copy sent by e-mail and shall be addressed to the FIVB (see contacts at the beginning of this AGREEMENT), Attention to the Beach Volleyball Department.

## 6. INDEMNIFICATION

The PARTIES agree, at their sole cost and expense, to indemnify and hold each other harmless from and against any and all claims, demands, causes of action, obligations, liabilities, losses, penalties, and expenses incurred as a result of any material breach of any warranties, representations or agreements herein. Such indemnification shall also cover VW.

## 7. TERM/TERMINATION

7.1. This AGREEMENT shall commence on the date hereof and shall automatically expire on the 31 December 2023 (hereinafter "**TERM**") unless previously terminated pursuant to the terms hereof.

7.2. Notwithstanding FIVB's rights under the FIVB REGULATORY FRAMEWORK:

7.2.1. In the event that the PLAYER does not abide by the terms contained in this AGREEMENT or should the PLAYER be charged with an illegal act, anti-doping rule violation or criminal charge involving substance use, betting or anti-corruption rule violation or any case of unethical or unsportsmanlike behaviour, the FIVB and/or VW has full authority to cancel the PLAYER's participation in an FIVB EVENT and terminate the present AGREEMENT immediately.

7.2.2. In the event that the FIVB and/or VW does not abide by the terms contained in this AGREEMENT, the PLAYER has full authority to terminate the present AGREEMENT.

7.2.3. In the event that one party («**Accusing Party**») has evidence that the other party («**Breaching Party**») is accused of breaching this AGREEMENT and the breach is at the Accusing Party's opinion remediable, the Breaching Party will have seven (7) days, from written notice given by the Accusing Party, to respond to the accusation and remedy the breach. If the breach is not remedied within this time limit, the Accusing Party will be entitled to terminate this AGREEMENT.

## 8. CANCELLATION OF FIVB EVENTS

8.1. In the event that an FIVB EVENT is cancelled and/or postponed due to "Force Majeure", which shall mean, without limitation, war, terrorism, fire, earthquake, natural catastrophe, strike, accident, riots, epidemics/pandemics, governmental agency decisions, international sanctions or any other event beyond the control of FIVB, VW, the PLAYER and the organiser, the FIVB will immediately inform the participating PLAYERS. In such a case, each participating PLAYER shall bear his/her travel costs and neither the FIVB, VW, nor the organiser will be held accountable for reimbursing the concerned PLAYER for any costs related to airplane tickets, visa costs, etc.

8.2. Should a cancellation and/or postponement of any FIVB EVENT for any reason other than "Force Majeure" be confirmed thirty-five (35) days or more before an FIVB EVENT, neither the FIVB, VW nor the organiser will be held accountable for reimbursing the parties concerned any costs relating to airplane tickets already issued. If the PLAYER is informed of a cancellation and/or postponement less than thirty-five (35) days before the FIVB EVENT, the FIVB shall procure that VW, through its agreement with the organiser, that the organiser shall reimburse the costs of expenses incurred by the PLAYER at the time of the cancellation.

## 9. APPLICABLE LAW, DISPUTE RESOLUTION

9.1. This AGREEMENT shall be governed by and construed in accordance with Swiss law, without regard to its conflicts of law provisions.

9.2. The PLAYER, VW and the FIVB agree that any dispute, controversy or claim arising out of, in connection with this AGREEMENT and/or an FIVB EVENT, which cannot be settled amicably and which remains unsettled once the legal remedies established by the FIVB REGULATORY FRAMEWORK have been exhausted, shall be submitted exclusively to the Court of Arbitration for Sport (CAS) for final and binding arbitration in accordance with the Code of sports-related Arbitration in force at the time a notice for arbitration is submitted. The arbitration shall be conducted in English, be governed by Chapter 12 of the Swiss Act on Private International Law irrespective of the parties' domicile and its seat shall be in Lausanne, Switzerland. The panel shall consist of a single arbitrator. Neither the PLAYER, VW nor the FIVB shall and hereby waive their right to institute any claim, arbitration or litigation, or seek any other form of relief, provisional or not, in any other court or tribunal.

## **10. ENTIRE AGREEMENT, SEVERABILITY**

- 10.1. Should any provision of this AGREEMENT be found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or operation of any other provision. In such case, the invalid or unenforceable provision shall be replaced with a valid and enforceable provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.
- 10.2. This AGREEMENT 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 AGREEMENT, including this Clause 10.2, must be in writing.
- 10.3. This AGREEMENT shall be binding upon signature on the PARTIES. Digital signature of this AGREEMENT in any form shall create a legally binding obligation on the party executing such signature with the same force and effect as if the signature were an original.
- 10.4. Neither party shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party, except that the FIVB may freely assign its rights to VW.

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The PLAYER signs this AGREEMENT individually and for the entire TERM, regardless if he/she plays together with the other PLAYER or not, and declares to have read, understood and hereby decided to sign this AGREEMENT ratifying all the terms of its content.

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Place, Date

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Place, Date

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FIVB

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Player

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FIVB

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Place, Date

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VW

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VW