

## FIS SEASON ACCREDITATION SYSTEM 2018/2019 – TERMS AND CONDITIONS

### PURPOSE

- The FIS season accreditation/identification card is intended for persons who need regular access to the Coop FIS Cross-Country World Cup or Audi FIS Ski World Cup only, within the confines of the competition area or any other restricted location connected with the events to work at or attend the events in professional capacity. There will be no FIS season accreditation/identification card issued for any other FIS World Cup series during the actual season.
- The FIS season accreditation/identification card is valid until the date indicated on the card (subject to withdrawal/invalidation).
- A valid FIS season accreditation/identification card is a condition to get access to controlled areas at FIS World Cup events. It does not however confer an absolute right to such access at any specific event. Access to any controlled area may be suppressed or restricted at any time by specific instructions. Furthermore, access to certain specific areas or zones is generally subject to obtention of specially issued additional permissions. Finally, accreditation to specific events is subject to obtention in addition to the FIS season accreditation/identification card of a specific event accreditation issued by the organisers. Subject to persons or categories formally entitled to receive access pursuant to FIS Rules or based on the organiser agreement, organisers have a certain discretion in the issuance of accreditation notwithstanding the existence of a FIS season accreditation/identification card.

### CONDITIONS

- The accreditation/identification card is granted subject to the following conditions:
- He/she attends FIS World Cup events on a regular basis during the season.
- Payment of a CHF25 fee.
- A valid professional identity card for media representatives is obligatory.
- He/she will attend the FIS World Cup event in the specified function indicated on the season accreditation/identification card and will not use the accreditation for other purposes.
- He/she attests that he/she submits to and will strictly comply with the International Competition Rules (ICR) and their by-laws and will strictly follow all instructions of the organisers, the competition jury, race directors and other FIS representatives.
- He/she accepts that he/she is entering the restricted areas including, subject to specific additional permissions given by the FIS Race Director, the competition areas at his/her own and sole risks and responsibility and that, within the limits of applicable law, he/she fully release the FIS, the organisers, as well as their respective officers, employees and agents, as well as racers, trainers and other participants from any liability in case of any injury or damages he/she would suffer.
- He/she accepts that he/she may be responsible for any damage or injury he/she is causing. In this respect, he/she understands that, unless he/she is covered by the general civil liability insurance of the organiser as a result of his/her specific function either within the Organising Committee or in application of the ICR, he/she is not covered by such insurance and he/she is, therefore, obliged to arrange for an appropriate civil liability insurance of his/her own.
- The season accreditation/identification card is strictly personal and shall not be given for use by any other person.

### DENIAL / WITHDRAWAL / INVALIDATION

- The season accreditation/identification card may be denied/withdrawn/invalidated as follows:
- The FIS season accreditation/identification card will not be issued with effect during the ineligibility period to a person under a sanction of ineligibility issued by FIS or by another entity (when such has to be recognised notably in accordance with the FIS Anti-Doping Rules). The effect of an already issued season accreditation/identification card will automatically be invalidated during the ineligibility period.
- The commission of an offence under FIS Rules may subject a person to the denial of season accreditation/identification card or withdrawal thereof.
- The FIS season accreditation/identification card may be temporarily or permanently withdrawn in the event the above conditions are not observed at any time. In particular, in the event of inobservance of FIS Rules or noncompliance with instructions of the FIS and/or the organisers.

- The season accreditation/identification card may also be withdrawn if the accredited person is behaving improperly and/or in any manner which interfere with the proper organisation of the event, without limitation if the season accreditation/identification card is used for purposes which are not covered by the season accreditation/identification card and which are in conflict with legitimate activities authorised by FIS or the organiser (e.g. unauthorised commercial or media activities).
- The FIS season accreditation/identification card becomes automatically invalid in the event the accredited person ceases to exercise the function in connection with which the season accreditation/identification card has been granted.

### **SEASON ACCREDITATION / IDENTIFICATION CARD**

The accreditation/identification card which is issued by FIS is a proof of issuance only. It does not in itself constitute the existence of the accreditation on an ongoing basis. In case of withdrawal or invalidation, the card shall forthwith cease to be used. The card remains property of the FIS and shall be returned or destroyed as directed by FIS.

### **INSURANCE**

Persons accredited through the FIS season accreditation/identification card need to have an accident and third party liability insurance. In addition the accredited persons are under the benefit of a collective accident insurance cover on a subsidiary basis issued by Allianz Suisse. Information in respect with the insurance cover and claim procedures are available on the FIS homepage. Any issue in connection with this insurance cover or claims thereunder shall be addressed directly with the insurance company. FIS assumes no role or liability of any kind in this respect.

### **APPLICABLE RULES & JURISDICTION**

Any issue related to the application, grant, denial, withdrawal, validity or content of the FIS season accreditation/identification card is governed by the FIS Rules and, subsidiarily, Swiss law. Without limitation to the jurisdiction of any body of competent jurisdiction in connection with the application of the FIS Rules to which the bearer of a FIS season accreditation/identification card may be submitted, any dispute which is not to be adjudicated in application of specific procedures provided for by the FIS Rules, but which arises between such accredited person and the FIS and/or the organiser, including but not limited to issues linked with application for grant, denial, withdrawal, validity or content of the FIS season accreditation/identification card or claims for damages of either party against the other arising out of occurrences (acts or omissions) linked with the use of such accreditation shall be exclusively settled by arbitration before the Court of Arbitration for Sport CAS in Lausanne (Switzerland) in accordance with the CAS rules then in effect.

### **REGISTRATION FOR ACCREDITATION/IDENTIFICATION CARD (ONLINE-TOOL)**

This FIS online tool agreement constitutes a valid and binding agreement between FIS and you, as a user, for the use of making an accreditation/identification card registration via FIS member section. You must enter into this agreement in order to submit to the International Ski Federation an application for a FIS season accreditation/identification card for the events of the FIS World Cup.

By submitting this application, you understand and agree that your application and the accreditation/identification card if granted is subject to all the terms and conditions set forth above including the exclusive jurisdiction of the CAS.

Further, you

- agree to the use of electronic communication in order to enter your personal data;
- agree to receive electronic delivery of notices, policies and records of transactions initiated or completed through the FIS accreditation/identification card online-tool;
- agree to enter via the accreditation online-tool personal data such as name, gender, company, type of employment as per FIS definition and photo to be inserted and stored in the server system of FIS;
- agree that any registration of persons below the age of eighteen years is not acceptable, except for special agreement with FIS;
- give your explicit consent that FIS use the defined personal data as visible on the FIS seasonal accreditation pass/identification card for FIS or FIS event organisers for accreditation/identification card purposes during the FIS World Cup;
- agree to the FIS Privacy Policy.

(status as of 27/07/2018)