



FIBA WOMEN'S PHOTOGRAPHY PROGRAM TERMS & CONDITIONS

ACKNOWLEDGMENT

These are FIBA's Terms and Conditions governing the use of this Program, the FIBA Women's Photography Program, and the agreement that operates between you and FIBA. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Program. Your access to and use of the Program is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all users and others who access or use the Program.

By accessing or using the Program you agree to be bound by these Terms and Conditions. If you disagree with any part of these Terms and Conditions, then you may not access the Program. You represent that you are over the age of 18. The organizer does not permit those under 18 to use the Program.

The participation to the program shall not entail any employment relationship with FIBA or any joint venture.

FIBA reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Program for any reason.

AGREEMENT TO RULES

By participating, you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of FIBA, as final and binding as it relates to the selection of candidates.

SELECTION OF CANDIDATES

The selection of candidates as well as the selection of the candidate who will attend the FIBA Women's Basketball World Cup 2022 from September 22 to October 1 is at the discretion of FIBA, based on confidential criteria.

LIABILITY

By entering the Program you agree to release and hold harmless FIBA and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the Program and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof.

INTELLECTUAL PROPERTY

The content (excluding content provided by you or other users), features and functionality are and will remain the exclusive property of the company and its licensors.

The Program is protected by copyright, trademark, and other laws of both the country and foreign countries.

FIBA's trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the organizer.

PRIVACY POLICY

In the course of this program, FIBA collects certain personal identifying information. The personal data is necessary to handle the program and the selection of a female photographer to attend the FIBA Women's Basketball World Cup 2022. This information is registered and kept in a specific database managed by FIBA.

FIBA commits to protect such personal data and to comply with data privacy and security laws in order to ensure adequate protection of applicants' personal rights. By submitting your application, applicants expressly agree to the use of personal data in accordance with the FIBA Privacy Policy available at <https://www.fiba.basketball/privacy> and consent to and permit:

- (a) the processing of personal data related to applicants by FIBA for the purpose of managing your profile;
- (b) the processing of personal data related to applicants by FIBA for the purpose of managing the selection of a female photographer for the Women's World Cup; and
- (c) possible disclosure of such personal data by FIBA to its subsidiaries and third parties in connection with such purposes.

In particular, by approving the Terms and Conditions, applicants expressly permit and agree to the disclosure of their personal data by FIBA to third parties when:

- (a) FIBA needs to send the information to third parties who work on behalf of or for FIBA to provide a product or Program the applicants have requested (unless otherwise stated so, these third parties are prohibited to use the personal identifying information FIBA provides to them beyond what is necessary to provide the product or Program to the applicants);
- (b) FIBA needs to comply with court or authority orders;
- (c) FIBA finds that it is necessary, as determined in FIBA's sole discretion, to investigate, prevent or take action regarding illegal activities, suspected fraud, emergency situations involving potential threats to the physical safety of any persons, violations to the Terms and Conditions or as otherwise required by law.

GOVERNING LAW

In the event that the provisions of these Terms & Conditions conflict with the provisions of a third-party similar documents, the provisions of this Terms & Conditions shall prevail.

These Terms & Conditions and all matters arising out of or related to these Terms & Conditions shall be governed by the substantive laws of Switzerland, without regard to conflicts of laws and principles thereof.

Any controversy, claim or dispute between you and FIBA arising out of or relating to this Terms & Conditions shall be subject to the exclusive jurisdiction of the competent Court of Arbitration of Sports of the City of Lausanne, and each party hereby irrevocably consents to the jurisdiction and venue of such Court.

If you have any concern or dispute about the Program, you agree to first try to resolve the dispute informally by contacting the organizer.

CHANGES TO THESE TERMS AND CONDITIONS

FIBA reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material. We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Program after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the website and the Program.

CONTACT US

If you have any questions about these Terms & Conditions, you can contact us by email: privacy@fiba.basketball