

# FIS FREESTYLE SKI WORLD CUP

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## **AGREEMENT**

between

THE INTERNATIONAL SKI FEDERATION (FIS)

and

THE NATIONAL SKI ASSOCIATION OF

XXXX

(hereinafter the "NSA")

and

XXXX

(hereinafter the "Organiser")

regarding

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the Organisation of the World Cup  
Competition in [Location]

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WHEREAS:

- A. The FIS is the International Federation governing Cross-Country Skiing, Ski Jumping, Nordic Combined, Alpine Skiing, Freestyle Skiing and Snowboarding;
- B. The FIS Freestyle Ski World Cup is a series of Freestyle Skiing competitions held each winter season between competitors representing teams of various National Ski Associations and which takes place at various sites around the World, notably in Europe, North America and Asia;
- C. The competitions of the FIS Freestyle Ski World Cup result in individual results, overall rankings per type of competition (moguls, dual moguls, ski cross, halfpipe) and an overall World Cup ranking.
- D. The organisation of the FIS Freestyle Ski World Cup competitions is entrusted to National Ski Associations, which are members of the FIS.
- E. The NSA has been appointed by the FIS to organise certain Freestyle Skiing competitions in [Location] as part of the 2010/2011 FIS Freestyle Ski World Cup;
- F. The NSA has delegated all or certain tasks, rights and duties related to the organisation of the Event to [Ski Club, other organisation] as Organiser.

**1. DEFINITIONS**

Unless otherwise defined in this Agreement, capitalized terms shall have same meaning as in the Statutes, the International Ski Competition Rules (ICR) and the rules for the FIS Freestyle Ski World Cup (WCR). In case of discrepancy, the definitions in this Agreement shall prevail over the definitions in the Statutes, then the ICR and finally the WCR.

**“Agreement”** means this agreement regarding the organisation of the FIS Freestyle Ski World Cup Event.

**“Competition”** or “Competitions” means any competition comprised within the Event where the winner is awarded a prize. A Competition may be comprised of one or more qualification phase/sections, runs or heats, including official training sessions. In the FIS Rules, Competitions are sometimes also referred to as “races”.

**“Course”** or **“Courses”** means the area used for the purpose of a Competition including start and arrival areas (accredited access zones) and areas adjacent to the actual competition courses. It includes the reclaimable air-space above.

**“Event”** means all Competitions plus the official training, the presentation and award ceremonies, official invitations, press conferences and all other activities, e.g. of entertaining or social nature, connected to the Competitions.

**"Event Facilities"** means all locations, offices, reception and meeting room facilities used for official purposes connected to the Event (including award ceremony facilities, race offices, accreditation office, meeting rooms used for official meetings [team captains' meetings, press conference rooms, rooms for announcements or presentations] press centre, service infrastructures).

**“Event Programme”** means the booklet or brochure which contains the Event Schedule and other useful information related to the Event.

**“Event Schedule”** means the list of activities related to the Event, including the time and location of their execution.

**“Event Venue”** means the sites and locations which are used for the purpose of the organisation of the Event including the Course(s) and Event Facilities not included in the Course(s).

**“FIS Advertising Rules”** means the guidelines issued by FIS in regard to advertising at World Cup Competitions.

**“FIS Race Director”** means the head official appointed by the FIS according to art. 3012.5 ICR .

**“FIS TV Production Guidelines”** means the guidelines issued by FIS in regard to TV coverage of the World Cup Competitions.

**“FIS Rules”** means all regulations issued by the FIS including specifically but not limited to the FIS Statutes, the ICR, the World Cup Rules, the FIS Medical Guide, the FIS Anti-Doping Rules and the Procedural Guidelines and the Specifications for Competition Equipment and Commercial Markings, Technical Regulations for Data and Timing as well as any precisions or complements thereto as issued from to time by the FIS;

**“Force Majeure”** means any event which is unforeseen and beyond the reasonable control of either party including but not limited to the following; Act of God, adverse weather, inevitable accident, failure or shortage of power supplies, fire, flood, epidemic, earthquake, explosion, war or armed conflict, embargo, government action or decree, riot or civil disturbance, failure or delay of common carrier or impairment or lack of adequate transportation facilities, inability to obtain, or the condemnation, failure of technical, production or television equipment not under their direct control;

**“Organiser”** means the person, group or entity that makes the necessary preparations and directly carries out the running and financing of the Competition (see also art. 211.1 ICR and WCR 3020). As a principle, the NSA shall be responsible for the proper organisation of the Competitions and may delegate all or certain tasks, rights and obligations related to the Organisation of the Competitions to an affiliated club or another legal entity which then becomes the Organiser and a party to this agreement.

**“Organising Committee”** is the group of persons or entity which executes the right, duties and obligations related to the organisation of the Competitions (see also art. 211.2 ICR).

**“World Cup”** means the FIS Freestyle Ski World Cup 2010/11 abbreviated as WC.

## **2. APPOINTMENT OF THE ORGANISER**

The FIS confirms the appointment of the NSA to organise the Event as part of the calendar 2010/11 established during the FIS Congress held in Antalya (TUR) on 01.06.2010 and confirmed subsequently by the FIS Council on 04.06.2010.

The NSA has delegated the tasks, rights and obligations related to the Organisation of the Event to the Organiser. The NSA and the Organiser shall sign an agreement setting out the respective rights and obligations. A copy of the signed agreement shall be provided to the FIS, or a confirmation to the effect that such an agreement is in place. A checklist defining the elements that should be included in such agreement is attached as Exhibit 1 hereto.

Notwithstanding any specification in this Agreement, the NSA and the Organiser shall be jointly and severally liable for the proper organisation of the Event in accordance with the terms of this Agreement, the ICR and the WCR.

## **3. GENERAL OBLIGATIONS OF THE ORGANISER**

The Event and the Competitions shall be organised in strict compliance with the applicable FIS Rules at present in force or amended by the FIS from time to time, in particular the Statutes, the ICR and the WCR. The Organiser shall follow the reasonable instructions given by the FIS.

No competitions or activities directly associated with the Competitions other than those explicitly confirmed by the FIS shall be carried out in combination with, or during the, Event.

The Organiser shall provide all necessary infrastructures, support and services (including power supply) necessary for the proper organisation of the entire Event.

The Organiser shall establish an Organising Committee to carry out the tasks, rights and obligations defined in the ICR and WCR. The establishment of the Organising Committee shall not affect the liability of the Organiser.

## **4. THE ORGANISING COMMITTEE**

The Organising Committee shall be composed according to art. 3020.1.1 ICR. It shall include the Jury and the Technical Delegate appointed by the FIS (art. 3012.5 ICR).

All members of the Organising Committee shall have the appropriate competence and experience necessary to carry out their duties.

The Organising Committee shall use at least one of the FIS languages (E/F/D) in all official documents and meetings (official programme, team captains meetings, jury meetings, OC meetings with international participation, etc.).

The tasks of the members of the Organising Committee are further described by the ICR and the WCR.

## **5. FURTHER OFFICIALS**

The NSA and the Organiser acknowledge that further officials may be delegated by the FIS and the FIS Race Director (e.g. the FIS Equipment Control-

ler, art. 222.6 ICR). The tasks of such further officials are described in the ICR and the WCR and may be specified by instructions of the FIS Race Director.

## **6. THE COMPETITIONS**

The Event shall consist of the following Competitions:

- XXXXXXXXXXXXXXXX
- XXXXXXXXXXXXXXXX

The above dates may be subject to modifications as set forth in this Agreement.

## **7. THE EVENT SCHEDULE**

### **7.1 Elements of the Event Schedule**

The Organiser shall provide to FIS for its approval at the latest 90 days in advance of the scheduled date of the first Competition a detailed Event Schedule.

The Event Schedule shall be established in close consultation with, and agreed by, the FIS Race Director. It must include the following elements:

- The Competitions (including training, inspections, free-skiing on race hill, etc.);
- Public Official Presentation and bib number announcement ceremonies;
- Winner and prize-giving ceremonies;
- Team Captain's Meetings.

At the discretion of the Organiser, the Event Schedule may include further related elements such as an official entertainment programme, official invitations, etc.

The FIS may require the Organiser to modify the entertainment part of the Event if there are concerns that they may affect the timely execution of the Competitions.

Once the Event Schedule has been approved by the FIS Race Director, the Organiser shall use its best efforts to implement it without further changes.

A provisional Event Schedule is attached hereto as Exhibit 2.

### **7.2 Postponement or cancellation of Competitions**

According to art. 1.5 / 1.6 WCR and in particular due to events of Force Majeure affecting the Competitions or other World Cup competitions, the Event Schedule may be amended or Competitions may be cancelled at any time, as deemed necessary to secure the safe and smooth execution of the Competitions as well as of other World Cup competitions that are part of the 2010/11 calendar.

Subject to compliance with FIS Rules, the Jury may change the times of the Competitions and/or of related training sessions on the same day;

The change of a Competition and/or related training session to another date of the Event is subject to proposal of the Jury and the consent of the Organiser.

As a principle, the right to stage a Competition which has been cancelled returns to the FIS. The FIS may re-allocate such Competitions to a date as part of another World Cup event according to Rule 1.5/1.6. WCR.

The schedule of the Competitions and of the training, as well as any necessary adaptations thereof, shall have priority over all other elements of the Event Schedule.

The order of all other elements of the Event Schedule directly associated with the Competitions may be adapted as appropriate and in close consultation with FIS.

## **8. EVENT VENUE**

### **8.1 In General**

The Event Venue including the Course and all Event Facilities have been inspected by the FIS as part of the application procedure. The inspection report including answers and undertakings given by Organiser is attached hereto as Exhibit 3.

The Event Venue shall include

- appropriate facilities to conduct Anti-Doping controls according to the FIS Anti-Doping Rules (see Exhibit 4); and
- appropriate facilities to conduct equipment control (closed tented area within the arrival area).

The Organiser undertakes to maintain or, to the extent required in the inspection report, timely improve the Event Venue. Any material change in any element of the Event Venue or any delay in the installation of the Event Venue shall be immediately notified to the FIS.

Upon request, the FIS Race Directors shall have unrestricted access to the Event Venue at any time (including during the preparation period).

### **8.2 Courses**

#### **(a) In General**

The Organiser shall regularly report to the FIS Race Director(s) on the state of preparation of the Courses (including the snow conditions in the period prior to the Competitions).

An appropriate preparation and maintenance of the Courses is of the essence of this Agreement. The Organiser shall apply all reasonable measures to ensure that all Courses are ready on time in the best possible conditions to be used for training and the Competitions. In particular, the Organiser shall implement all measures requested by the FIS Race Directors.

The Organiser shall be responsible for the security of the Courses. Any safety measure requested by the Jury and/or the FIS Race Director(s) shall be implemented.

**(b) Courses**

Any use of alternative courses and/or adaptation of the Courses (e.g. use of a shorter Course) must be approved by the FIS Race Director in accordance with art. 1.3 WCR.

Appropriate transportation allowing fast rotations shall be available (lift or access with ski-doo's, in such latter case to be provided or paid for by the teams or suppliers).

**9. PARTICIPANTS AND TEAMS PERSONNEL**

**9.1 Qualification**

Registered participants qualified in accordance with the ICR (in particular art. 203 et seq. ICR and art. 13.4 WCR) and within the applicable quotas shall be timely entered for the respective Competitions by their National Ski Association.

**9.2 Accommodation and board / travel**

The Organiser shall comply with the requirements set forth in this respect in art. 4 WCR. Accordingly, the Organiser shall

- provide appropriate accommodation and board for participants and officials within the applicable quotas, the defined maximum prices and during the specified periods as set out in more detail in art. 4 WCR;
- provide, free of charge, the service areas necessary for the storage and preparation of skis either in the hotels or in separate facilities (containers);
- provide, free of charge, sufficient parking space to the teams, service and personnel of sporting goods close to the competition areas. Such parking space may be limited because of local distinctions.

**9.2.1 Travel, Accommodation and Board for FIS Officials**

The OC must provide free accommodation and full board for the following FIS officials:

- |   |                     |
|---|---------------------|
| - FIS Representative / Race Director            | (1 - 2) Single Room |
| - FIS Data/Timing service                       | (4) Single Rooms    |
| - FIS Technical Delegate                        | (1) Single Room     |
| - FIS Technical Advisor                         | (1) Single Room     |
| - FIS Assistant Technical Delegate              | (1) Single Room     |
| - FIS Judges (1 Head Judge and 7 (5 HP) Judges) | in Double Rooms     |
| - FIS Sponsor Representatives                   | (2) Single Rooms    |
| - FIS Official Photographer                     | (1) Single Room     |

**9.2.2 Travel expenses and fees for the TD, Judges and FIS Data/Timing service have to be paid by OC as follows:**

- for MO and/or AE events a global fee of CHF 13'000.--
- for HP and/or SX events a global fee of CHF 8'000.--

An invoice from the FIS Office will be sent to OC which is payable before the first training day.

9.2.3 Transportation to and from the airport for the above-mentioned **FIS Technical Officials** and other persons including their equipment is to be provided free of charge by OC.

**9.3 Prize-money**

The Organiser shall pay out the minimum prize-money in connection with each Competition according to art. 7 WCR. The Organiser is however entitled to pay out a higher than the minimum prize-money.

**9.4 Failure of the Organiser to comply with its duties**

If the Organiser fails to fully comply with its duties (especially its financial duties) under this Section 9, the National Ski Association(s) and/or the participants concerned shall be entitled to claim from the Organiser and/or the NSA repayment of their reasonable expenses.

Under the same circumstances, the National Ski Associations and/or the participants may assign their claims to the FIS which will then be entitled to request the respective payments from the Organiser and/or the NSA. This may be enforced by debiting the amount from the organising NSA's FIS financial support.

**9.5 Failure of a National Ski Association to comply with its duties**

If a National Ski Association fails to fully comply with its duties (especially its financial duties) directly related to the Event, the FIS shall assist the NSA and/or the Organiser in the enforcement of the respective claims. This may be enforced by debiting the amount from the organising NSA's FIS financial support

**10. ACCREDITATION**

The Organiser shall establish an accreditation system including the standard access zones or similar set forth in Exhibit 5.

The Organiser shall grant corresponding access (i.e. corresponding accreditation) to the bearers of FIS season accreditations. Further, special access cards issued by the FIS (e.g. restricted area within the finish area) shall be accepted.

The Organiser shall issue accreditation with appropriate access zones for the various groups that include competitors, team officials, service personnel, NSA officials, sponsors, partners, VIPs, special guests, etc. according to the WCR and the accreditation matrix in Exhibit 5.

The Organiser shall also issue accreditation with appropriate access zones to specified personnel of the equipment providers. The names of the persons to be accredited and the required access shall be provided to the Organiser by the FIS. As a matter of principle, service personnel of the equipment providers shall be given the same access rights as the service personnel entered by a National Ski Association (including access to lifts serving the Courses).

In all cases, access to the Courses is restricted and subject to additional on-course-permits issued under the control of the FIS Race Director.

The Organiser may also grant accreditation to persons who are not bearers of a FIS season accreditation. The issuance of such an accreditation is however subject to the explicit consent of the recipient to comply with the FIS Rules as

well as instructions of the Jury according to art. 211.1.3 ICR and/or the Organising Committee.

No accreditation may be granted to a person that is currently serving a period of ineligibility because of a decision of the FIS or another competent authority.

## **11. SAFETY EQUIPMENT**

Safety equipment used on Courses shall comply with the Homologation Reports issued by the FIS prior to the Event, in the case of homologated courses. For other types of competitions, the applicable technical standards shall be used.

The condition of the safety equipment including safety-nets and other protection equipment shall be checked every year in due time before the Event. Any damaged equipment shall be repaired or replaced according to the Safety Reports.

Advertising banners at the Courses shall be affixed to lightweight construction frames or to easily breakable splinter-proof plastic poles with a height of approx. 150 cm above snow level. The fixation system for advertising banners shall enable easy release of the banner from the support structure.

## **12. DATA AND TIMING**

Data and Timing services shall be provided in accordance with the provisions of the global Data and Timing Agreement between the data and timing providers and FIS acting on behalf of all National Ski Associations.

The Organiser shall make sure that the advertising rights of the Data and Timing providers set forth in the Data and Timing Agreement (in particular on screen inserts/on site banners and markings/ logo/name on lists and publication) are duly respected and implemented.

The data and timing generated at the Competitions shall be available to FIS, the Organiser, the National Ski Associations and all participants for use in their own publications, including websites. The use of data and timing on websites is subject to the conditions laid down in the FIS Internet Policies.

## **13. PRESS AND MEDIA**

The Organiser shall provide adequate working facilities and a professional press and media service as set out in the FIS Media Service Guidelines, the latest version of which can be downloaded from the FIS Website

<http://www.fis-ski.com/uk/mediamarketing/guidelines/marketingfisworldcupguid.html>

The press and media service shall be established and operated in conformance with the instructions of the FIS PR and Media Committee as well as of the FIS Communications Department. Recommendations of the International Association of Ski Journalists shall be given due consideration.

## **14. FINANCIAL ASPECTS**

Subject to this paragraph, all income related to the Event (e.g. licensing of broadcast rights and all other electronic media rights, income from Event sponsors, ticketing and merchandising, multimedia such as games, Event catering, public subsidies and other sources) shall be retained by the NSA and the Organiser, to be allocated according to their internal agreement.

The FIS is entitled to keep all income from the title sponsor(s) of the FIS Freestyle Ski World Cup and has no financial obligation towards the NSA and/or the Organiser with respect to the Event.

Furthermore, in accordance with the FIS Congress 2008 decision, the FIS has been tasked with negotiating the marketing rights for the timing and data inserts. The net revenues generated as a result will be distributed to the NSA and the Organiser. The split will be determined by the FIS Council.

All financial obligations related to the Event shall be met by the NSA and the Organiser, subject to exceptions specified in this Agreement.

Payments to the competitors for prize money (art.7) must be made at the awards ceremony in cash and in convertible currency, taking into consideration the local tax-laws.

## **15. ADVERTISING AND SPONSORSHIP**

All advertising and commercial markings and supports used at the Event shall comply with the specifications set forth in the applicable FIS Advertising Rules and to the relevant provisions of the FIS TV Production Guidelines (see in particular but without limitation clause 1.3 and 1.4 of the FIS TV Production Guidelines).

The Organiser shall respect the FIS Freestyle Ski World Cup Marketing Regulations as specified in Exhibit 6. It shall procure an effective enforcement and protection of all World Cup Title Sponsor rights in connection with the Event. Upon request, it shall provide assistance and equipment (transport/tooling) for the purpose of the installation and dismantling and removal of advertising supports and infrastructures.

## **16. TV COVERAGE**

The NSA shall procure high quality TV coverage of all Competitions and enter into TV production and distribution agreements in accordance with art. 208.1 ICR. When selecting a broadcaster, the NSA shall make sure that the TV broadcast of the Competitions is distributed to the widest audience possible.

The agreement with the host broadcaster shall incorporate the FIS TV Production Guidelines. The agreement shall also include the obligation of the host broadcaster to comply with the requirements set forth in the Timing & Data Requirements (Exhibit 7), in particular the use of standard graphical layouts for timing and data information and inserts.

Subject to any applicable superseding legal access right, news access rights within the meaning of art. 208.6 ICR shall apply and be reserved in all TV agreements.

The NSA shall regularly inform and consult the FIS in connection with the negotiation of the agreements for the TV coverage of the Event (art. 208.1 ICR).

## **17. INTELLECTUAL PROPERTY**

### **17.1 In general**

The official name and logo of the World Cup which is "FIS Freestyle Ski World Cup" as well as the name and logo of the FIS as shown in Exhibit 8 are the sole property of FIS.

The Organiser shall have the right and the obligation to use the above names and logos including the title sponsor's name for the purpose of the organisation of the Event. This shall include the use of the names and logos by sponsors and suppliers of the Event.

### **17.2 Event Publications**

The Organiser shall reproduce the names and logos set out in Exhibit 8 in every communication or promotion related to the Event and the Competitions thereof, such as

- the official website of the Event;
- Event poster(s);
- banners or other supports bearing the name of the Event;
- the printed Event Programme;
- all publications relating to the Event, including press inserts, press releases, start and result lists and any other official publication of the Event.

Event publications may also bear the names and/or logos of other sponsors and/or suppliers. The Organiser shall however procure that the use of the names and logo of the Event by a sponsor or supplier does not create the false impression that such sponsor or supplier is a sponsor or supplier of the overall World Cup or the FIS.

As a general rule, the official name and logo of the World Cup including the name of the title sponsor and the name and logo of FIS shall appear at the top of the publication, with the other sponsors' and suppliers' names and logos appearing underneath or otherwise separated.

All official publications including Competition data must use the layouts provided by the FIS as set forth in the Timing & Data Technical Requirements (Exhibit 7).

### **17.3 Use by Event Sponsors**

Subject to clause 18.1, the Organiser shall be entitled to grant the right to use the World Cup name and logo always together with designations specific to the Event provided that

- the World Cup name and logo is used only for promotional and not for licensing and merchandising purposes,
- it always include the name of the World Cup Title or Presenting Sponsors, and
- it does not create the impression that the Event Sponsor is also supporting the overall World Cup; and
- it complies with the graphic specifications provided by the FIS.

## **18. THE EVENT PROGRAMME**

The Organiser shall publish a detailed programme of the entire Event and all Competitions as hard copy and on the website of the Event.

The Event Programme shall contain the necessary content according to art. 213 ICR.

The following content shall be published in the Event Programme free of charge at the FIS' request:

- One full colour advertising page in a premium location for use by the World Cup Title Sponsor or Presenting Sponsors;
- a message to the audience provided by FIS.

The cover page of the Event Programme shall bear the official name and logo of the FIS World Cup as well as the name and logo of the FIS in a prominent position. The proposed lay-out and content of the program shall be submitted to the FIS for prior approval, such approval not to be unreasonably withheld or delayed.

## **19. REPRESENTATIONS AND WARRANTIES**

### **19.1 By the FIS**

The FIS represents, warrants and undertakes to the NSA and the Organiser as follows:

- that it has and will continue to have throughout the Term full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it under this Agreement;
- that it will apply its best efforts to encourage and facilitate the participation of top ranked competitors in the Competitions.

### **19.2 By the NSA and the Organiser**

Both the NSA and the Organiser warrant and represent to the FIS

- that they have and will continue to have throughout the Term full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it under this Agreement;
- that all the answers, statements and representations made towards FIS during the application process were truthful and they warrant that they will respect any undertakings made during the same process on the understanding that these answers, statements, representations and undertakings form the basis of their appointment and of their obligations pursuant to this Agreement in addition and complement to any obligation specifically set forth herein.

## **20. ENVIRONMENTAL**

The Organiser acknowledges and agrees that respect for the environment is an important consideration in the organisation and staging of the Event. The Organiser shall carry out its tasks under this Agreement in a manner which duly considers the concept of sustainable development complies with the applicable environmental legislation and, whenever and wherever possible, serves to promote the protection of the environment.

## **21. INSURANCE**

The Organiser shall take care of full insurance coverage of its civil liability in connection with the organisation and staging of the Competition according to art. 212 ICR. Such insurance coverage shall include all members of the Or-

ganising Committee and of the Jury, including the FIS representatives. The minimum liability insurance amount shall be CHF 3'000'000.00 (three million Swiss Francs) for each incident.

The FIS will take care of full insurance coverage of the civil liability of the officers and staff members attending the event on behalf of the FIS who are not members of the Organising Committee and of the Jury.

The insurance coverage shall apply from the day before the first training day until (and including) the last day of the Event. The Organiser shall submit a copy of the relevant insurance policy to the Technical Delegate prior to the Event.

## **22. FIS ASSISTANCE**

The FIS undertakes to share its knowledge and expertise related to the organisation of World Cup events and to assist the Organiser in the planning, organisation and staging of the Event.

In particular, FIS shall provide

- support by the Race Director(s) during the preparation phase as well as during the Event;
- the services of an equipment controller for the competitions;
- support from the FIS Marketing and Communications Department regarding the Event entertainment programme
- administrative support by supply of the relevant FIS World Cup documentation, including technical documentation, rules, quotas and info sheets;
- advice and support of timing and data issues by the FIS IT Manager;

## **23. TERMINATION AND CONSEQUENCES THEREOF**

### **23.1 Regular Term**

This Agreement enters into force upon signing of all parties and shall last until 30 days after the last day of the Competitions. The Organiser and the NSA remain fully liable for the fulfilment of their duties (especially the financial duties) as set out in this Agreement also after the termination date.

### **23.2 Early Termination**

Either party may terminate this Agreement immediately by giving written notice to the other if

- that other party commits a material breach of any of its obligations under this Agreement and shall not remedy such breach (if the same is capable of remedy) within fourteen (14) days of being required by written notice so to do;
- that other party goes into liquidation whether compulsory or voluntary or if an administrator or receiver is appointed over the whole or any part of that other party's assets or if that other party enters into any arrangement for the benefit of or compounds with its creditors generally or threatens to do any of these things or any judgement is made against that other party or any similar occurrence under any jurisdiction affects that other party; or

- that other party ceases or threatens to cease to carry on business.

The FIS shall be entitled to suspend or terminate this Agreement immediately upon notice in the event that

- any of the representations and undertakings given by NSA and/or the Organiser in this Agreement or otherwise prove to be untrue or inaccurate or are not respected and given full force and effect by or on behalf of NSA and/or the Organiser; or
- there are circumstances which, in the reasonable opinion of the FIS may endanger or jeopardize the successful conduct of the Competition and/or the safety of the competitors, the officers, the personnel, the audience or third parties;

### **23.3 CONSEQUENCES OF TERMINATION**

The expiry or termination of this Agreement shall be without prejudice to any rights which have already accrued to either of the parties under this Agreement.

Upon early expiry or termination of this Agreement

- all of the rights granted to the NSA or the Organiser shall forthwith terminate and automatically revert to FIS;
- the FIS shall be entitled to grant all or any of the rights under this Agreement to any third party; and
- the FIS, the NSA and the Organiser will promptly return to the other all of the property of the other within their possession.

The right to terminate this Agreement shall in any event be without prejudice to any other right or remedy of the p

## **24. INDEMNITY**

The NSA and the Organiser agree to protect, indemnify and hold harmless, jointly and severally, the FIS from and against any and all liabilities, damages, costs and expenses (including reasonable legal fees) whatsoever and from any claims, actions or judgements whatsoever (whether brought or threatened) arising directly or indirectly out of or in any way connected with claims linked with the NSA and/or the Organiser's acts or omissions in connection with the organisation and staging of the Event (or any part or aspect thereof) where such acts or omissions are in breach of their obligations and duties pursuant to this Agreement.

FIS agree to protect, indemnify and hold harmless NSA and/or the Organiser from and against any and all liabilities, damages, costs and expenses (including reasonable legal fees) whatsoever and from any claims, actions or judgements whatsoever (whether brought or threatened) arising directly or indirectly out of or in any way connected with claims linked with the acts or omissions of FIS in connection with the organisation and staging of the Event (or any part or aspect thereof) where such acts or omissions are in breach of FIS obligations and duties pursuant to this Agreement.

## **25. WAIVER**

No delay or failure by either party to exercise any of its rights or remedies under this Agreement shall operate as a waiver by that party of any such rights

or remedies and such rights and remedies may be exercised at any time and as often as the party entitled to such rights or remedies deems fit.

**26. ASSIGNMENT**

This Agreement is personal to the parties and, except as provided otherwise in this Agreement, neither party may assign, transfer or sub-licence any of its rights or obligations hereunder without the prior written consent of the other party.

**27. NO JOINT VENTURE**

Nothing in this Agreement shall be understood as constituting a joint venture between the NSA and/or the Organiser and the FIS.

**28. AMENDMENT**

Any amendment to this agreement shall be in writing.

**29. LANGUAGE**

The original of this Agreement has been issued in English language. In any case of discrepancy between the English version of the Agreement and the version in another language, the English version shall prevail.

**30. NOTICES**

All notices to be served under this agreement shall be in writing and shall be served either by registered delivery or personal delivery to the addresses below or to such other address as a party may notify in writing. Notices shall be deemed to have been received on delivery if delivered by hand and, in the case of registered delivery, forty eight (48) hours after registration.

The NSA and the Organiser acknowledge and agree that service by the FIS of any notice hereunder on any one of them shall be deemed to be valid service of that notice by FIS on both of them.

Notices to FIS shall be served at the following address:

FIS, INTERNATIONAL SKI FEDERATION  
Blochstrasse 2, CH-3653 OBERHOFEN  
Attn : Sarah Lewis, FIS General Secretary  
Phone: + 41 33 244 61 61  
Fax: + 41 33 244 61 71  
email: lewis@fisski.com

Notices to NSA shall be served at the following address:

NATIONAL SKI ASSOCIATION OF XXXX  
Attn: Mr.  
Phone: +  
Fax: +  
email:.....

Notices to the Organiser shall be served at the following address:

XXXX  
Attn: Mr.

**31. SEVERABILITY**

In the event of any provision of this agreement shall be void or unenforceable by reason of any provision of applicable law, it shall be deleted and the remaining provisions hereof shall continue in full force and effect and, if necessary, be so amended as shall be necessary to give effect to the spirit of this agreement so far as possible.

**32. APPLICABLE LAW AND ARBITRATION**

This Agreement shall be subject to Swiss Law.

Any dispute which cannot be solved amicably shall be exclusively settled by an arbitral panel of the Court of Arbitration for Sport in Lausanne (Switzerland) in accordance with the provisions of the Code of Sports-related arbitration.

Oberhofen, Date.....

**INTERNATIONAL SKI FEDERATION**

---

Gian Franco Kasper  
President

Sarah Lewis  
Secretary General

xxxx, .....

**THE NATIONAL SKI ASSOCIATION OF xxxx**

---

President

Secretary General

xxxx, .....

**THE ORGANISER**

---

President

Event Director

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**EXHIBIT 1: CHECKLIST FOR AN AGREEMENT BETWEEN THE NSA AND THE ORGANISER**

**Check List**

for issues to be regulated between the National Ski Association and the Organiser

The FIS, the NSA and the Organiser have signed a binding and enforceable Organiser Agreement. This checklist shall indicate to the NSA and the Organiser certain issues which need to be regulated internally. The content of such internal regulation may depend on the local circumstances, the specific allocation of tasks between the NSA and the Organiser and the applicable national law. This checklist is not designed to replace already existing agreements between NSAs and Organizers but may serve as a guideline for those NSAs and Organisers who have not such a document in place or who want to review their co-operation.

	<i>Issues</i>	<i>Possible solution</i>
<b>1</b>	<b>The Courses</b>	The Courses for the Competitions, the media centre and further locations for the other activities of the Event are set out in a plan attached as a separate schedule.
<b>2</b>	<b>Obligations to the Organiser</b>	
<b>2.1</b>	<b>Allocation of tasks between the Organiser and the NSA</b>	<p>The Organiser shall execute all obligations relating to the proper organisation of the Competitions as set out in the FIS Organiser Agreement (including site inspections, preparation of the Courses, providing all necessary executing and supporting personnel, infrastructure, doping control facilities. The following additional tasks shall be executed by the NSA:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<b>2.2</b>	<b>Establishment of an Organising Committee</b>	<p>The Organiser shall establish an Organising Committee according to art. 3020.1.1 ICR and Clause 4 of the FIS Organiser Agreement. It shall include the Jury, the Technical Delegate appointed by the FIS (art. 3012.5 ICR) and one or more representatives of the NSA in the Organising Committee.</p> <p>The Organising Committee shall establish written minutes of all its meetings and a final report of the Event. These minutes and the final report shall be made available to all members of the Organising Committee.</p>
<b>2.3</b>	<b>Promotion of the Event</b>	The Organiser shall be responsible for the effective promotion of the Event.

<b>2.4</b>	<b>Accommodation of officials of the NSA</b>	The Organiser and the NSA shall agree on the number of rooms required for the NSA use in addition to the officially entered team and technical officials, as well as the terms for the rooms (e.g. free of charge, payment).
<b>2.5</b>	<b>Accommodation of officials of the FIS</b>	The Organiser is required to provide accommodation with full board free of charge for the FIS appointed members of the Jury, the equipment controller(s) and press coordinator(s). Furthermore, the Organiser is at liberty to invite other persons from the FIS management to attend the Event. Other members of FIS staff also wishing to attend the Event shall make a timely reservation for accommodation with the Organising Committee through the FIS discipline assistant.
<b>2.6</b>	<b>Accommodation of Participants and Teams Personnel</b>	<p>The Organiser shall</p> <ul style="list-style-type: none"> <li>- provide appropriate accommodation and board for participants and officials within the applicable quotas, the defined maximum prices and during the specified periods as set out in more detail in art. 4 WCR;</li> <li>- provide, free of charge, the service areas necessary for the storage and preparation of skis either in the hotels or in separate facilities (containers);</li> <li>- provide, free of charge, sufficient parking space to the teams, service and personnel of sporting goods close to the competition areas.</li> </ul>
<b>2.7</b>	<b>Prize-giving ceremony</b>	The Organiser shall allow one or more representative(s) of the NSA who are nominated by the NSA to participate in the prize giving ceremony.
<b>2.8</b>	<b>Activities before and after the Competitions</b>	The Organiser shall set up an attractive programme of entertaining activities related to the Competitions. The details of the entertainment programme shall be communicated to the NSA timely before the opening of the Event.
<b>3</b>	<b>Obligations of the NSA</b>	
<b>3.1</b>	<b>General Support</b>	The NSA undertakes to share its knowledge and expertise related to the organisation of World Cup events and to assist the Organiser in the planning, organisation and staging of the Event. In particular, the NSA shall forward in a timely manner all information related to the Freestyle Ski World Cup and the Event from the FIS, the marketing partners, sponsors, media and broadcasters to the Organiser, and vice versa.
<b>3.2</b>	<b>Ambitious Freestyle ski team</b>	The NSA undertakes to prepare an ambitious Freestyle ski team with the goal of a successful participation in the FIS World Cup and the Competitions to help to attract supporters and audience to the Event.

<p><b>3.3</b></p>	<p><b>Representation of the Organiser's interest</b></p>	<p>The NSA undertakes to the best of its capabilities to represent and secure the interests of the Organiser related to the Event in the FIS Committees and bodies. The NSA shall include a representative of the Organiser in the respective delegations to FIS Congresses and official FIS meetings at the Organiser's expenses.</p> <p>The NSA shall represent the interests of the Organiser towards governmental or local institutions, National Olympic Committees and towards the media.</p>
<p><b>3.4</b></p>	<p><b>Promotion</b></p>	<p>In addition to Clause 2.3, the NSA shall promote the Event through its usual communication channels and in the context of its regular NSA campaigns.</p>
<p><b>4</b></p>	<p><b>Financials</b></p>	<p>The FIS is entitled to keep all income from the title sponsor(s) of the FIS Freestyle Ski World Cup and has no financial obligation towards the NSA and/or the Organiser with respect to the Event.</p> <p>All further income such as income from ticketing, licensing of broadcasting rights, merchandising, event sponsoring, catering, public subsidies and others related to the Event shall be retained by the NSA and the Organiser, to be allocated according to a separate table which may be attached as an Exhibit.</p>
<p><b>5</b></p>	<p><b>Marketing Rights</b></p>	
<p><b>5.1</b></p>	<p><b>Principle</b></p>	<p>Subject to any legal restrictions to sports-related advertising and in accordance with the FIS Advertising Guidelines and the advertising restrictions of the host broadcaster, the Organiser shall be entitled to grant all marketing rights related to the Event to sponsors and suppliers of its own choice.</p>
<p><b>5.2</b></p>	<p><b>FIS World Cup Title Sponsors</b></p>	<p>The Organiser shall fully respect the advertising and marketing rights granted to the FIS World Cup Title Sponsor(s) and the Data &amp; Timing Sponsor(s).</p>
<p><b>5.3</b></p>	<p><b>Restrictions on Product Categories</b></p>	<p>The NSA and the shall mutually respect the Organiser following restrictions regarding the product categories and exclusivity rights already granted or reserved to sponsors of the other party or to the FIS World Cup Title Sponsor(s) and the Data &amp; Timing Sponsor(s):</p> <p>_____</p> <p>_____</p>
<p><b>5.4</b></p>	<p><b>Marketing Rights for NSA sponsors</b></p>	<p>The Organiser shall grant or reserve the following advertising opportunities and visibility positions to NSA sponsors:</p> <p>_____</p> <p>_____</p>

		_____
		_____
<b>6</b>	<b>TV Coverage</b>	If the Organiser is not itself a party to the broadcast agreement or agency agreement regulating the broadcast of the Event, it shall still support the broadcaster in preparing the technical facilities and data which are required by the broadcaster, and to assist the broadcaster to the best of its capabilities to facilitate a high quality TV-transmission of the Competitions. The terms and details of the Organiser's support and the compensation of the Organiser's services shall be regulated separately.
<b>7</b>	<b>Representations and Warranties</b>	
<b>7.1</b>	<b>By the Organiser</b>	<p>The Organiser warrants and represents to the NSA</p> <ul style="list-style-type: none"> <li>- that it has and will continue to have throughout the Term full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it under this Agreement;</li> <li>- that all the answers, statements and representations made towards the NSA and/or FIS during the application process were truthful and it warrants that it will respect any undertakings made during the same process on the understanding that these answers, statements, representations and undertakings form the basis of its appointment and of its obligations pursuant to this Agreement in addition and complement to any obligation specifically set forth herein.</li> </ul>
<b>7.2</b>	<b>By the NSA</b>	The Organiser warrants and represents to the NSA that it has and will continue to have throughout the Term full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it under this Agreement.

<b>8</b>	<b>Termination and Consequences thereof</b>	
<b>8.1</b>	<b>Regular Term</b>	<p>This Agreement enters into force upon signing of all parties and shall last until _____ (date to be agreed between the NSA and Organiser). The Organiser and the NSA remain fully liable for the fulfilment of their duties (especially the financial duties) as set out in this Agreement also after the termination date.</p>
<b>8.2</b>	<b>Early Termination</b>	<p>Either party may terminate this Agreement immediately by giving written notice to the other if</p> <ul style="list-style-type: none"> <li>- that other party commits a material breach of any of its obligations under this Agreement and shall not remedy such breach (if the same is capable of remedy) within fourteen (14) days of being required by written notice so to do;</li> <li>- that other party goes into liquidation whether compulsory or voluntary or if an administrator or receiver is appointed over the whole or any part of that other party's assets or if that other party enters into any arrangement for the benefit of or compounds with its creditors generally or threatens to do any of these things or any judgement is made against that other party or any similar occurrence under any jurisdiction affects that other party; or</li> <li>- that other party ceases or threatens to cease to carry on business;</li> <li>- the FIS Organiser Agreement has been validly cancelled.</li> </ul> <p>The NSA shall be entitled to suspend or terminate this Agreement immediately upon notice in the event that</p> <ul style="list-style-type: none"> <li>- any of the representations and undertakings given by the Organiser in this Agreement or otherwise prove to be untrue or inaccurate or are not respected and given full force and effect by or on behalf of NSA and/or the Organiser; or</li> <li>- there are circumstances which, in the reasonable opinion of the NSA may endanger or jeopardize the successful conduct of the Competition and/or the safety of the athletes, the officers, the personnel, the audience or third parties.</li> </ul>
<b>9</b>	<b>Indemnity</b>	<p>The Parties agree to protect, indemnify and hold harmless, jointly and severally, each other from and against any and all liabilities, damages, costs and expenses (including reasonable legal fees) whatsoever and from any claims, actions or judgements whatsoever (whether brought or threatened) arising directly or indirectly out of or in any way connected</p>

		with claims linked with the acts or omissions of the other party in connection with the organisation and staging of the Event (or any part or aspect thereof) where such acts or omissions are in breach of their obligations and duties pursuant to this Agreement.
<b>10</b>	<b>Notices</b>	<p>Notices to the NSA shall be served at the following address:</p> <p style="text-align: center;">NATIONAL SKI ASSOCIATION OF XXXX Attn : Mr./Mrs. Phone: + Fax:+ email:.....</p> <p>Notices to the Organiser shall be served at the following address:</p> <p style="text-align: center;">XXXX Attn : Mr./Mrs. Phone: + Fax: + Email:.....</p>
<b>11</b>	<b>Applicable Law and Arbitration</b>	<p>This Agreement shall be subject to [Country] Law.</p> <p>Any dispute which cannot be solved amicably shall be exclusively settled by the [ordinary courts at the site of the Event].</p>

**EXHIBIT 2: PROVISIONAL EVENT SCHEDULE**

A detailed schedule will be provided by the Race Director after Inspection.

**EXHIBIT 3: INSPECTION REPORT / CHECK LIST**

To be provided by the Race Director subject to the Inspection.

## **EXHIBIT 4: APPLICABLE FIS ANTI-DOPING RULES**

The following information is an extract from the PROCEDURAL GUIDELINES TO THE FIS ANTI-DOPING RULES relating to the costs and logistical requirements for anti-doping controls:

### **FIS.C IN-COMPETITION TESTING**

FIS.C.1 In-Competition Tests will be carried out by a specialist Doping Control Agency appointed by FIS at selected FIS World Cup competitions in Alpine Skiing, Cross-Country Skiing, Ski Jumping, Nordic Combined, Freestyle Skiing and Snowboarding in accordance with the FIS Anti-Doping Rules.

FIS.C.1.1 FIS pays for the Doping Control services carried out by the specialist Agency, whilst the local Organising Committee will be responsible for the logistical costs of the Doping Control Officers on site, including accommodation and meals for two to four persons depending on whether urine and blood Testing will be carried out, as well as the provision of Blood Collection Officials (nurses) for blood testing (see FIS.B.5.2 for details of provision of Blood Collection Officials).

FIS.C.1.2 The specialist Doping Control Agency will identify where In-Competition Testing is carried out and make direct contact with the Organisers in regard to the logistical arrangements.

FIS.C.1.3 All Doping Control Officers and Chaperones require the necessary (neutral) accreditation to access the relevant areas to accompany the athlete.

FIS.C.1.4 At other FIS events, In-Competition Testing organised by the National Anti-Doping Agency (including other FIS World Cup events) and the costs thereof remain the responsibility of the Testing Organisation (National Anti-Doping Agency), the Organising Committee or the National Ski Association depending on the national arrangements.

FIS.C.1.5 FIS will cover the costs of additional doping controls carried out at the FIS World Ski Championships, over and above the requirements for the 6 in-competition controls per event that are paid for by the Organising Committee. Consequently, the Organisers can accurately budget for the testing and related services, whereby FIS can ensure even at short notice that new tests and methods are included in the testing programme of the Championships.

### **FIS.C.3 Facilities, Equipment and Personnel**

#### **FIS.C.3.1 Doping Control Station**

The Organiser shall provide a Doping Control Station that is used solely as a Doping Control Station for the duration of the event, situated near to the location where the press conference is taking place (finish area, press conference vicinity) and is clearly marked, where urine and blood Sampling can be undertaken. The Doping Control Station must consist of a waiting area, a working room and toilets (men and ladies).

FIS.C.3.2 Sealed refreshments (mineral water, soft drinks, fruit juice, etc.) must be available in the waiting area. These drinks should only contain water, minerals, sweeteners and carbohydrates. It is recommended that the Doping Control Station is also equipped with running water and TV set.

The Doping Control Station shall be adequately equipped and facilities to allow the Doping Control Officer(s) and Blood Collection Official(s) to wash his/her hands and fulfil usual medical standards.

**FIS.C.3.5 Chaperones and Coordinator**

The Organiser shall provide a sufficient number of Chaperones (six to eight per competition are normally required) to accompany the Athletes after they have been selected to undergo a Doping Control. They should be able to communicate in principle in English and if possible other languages and be of the same sex as the Athlete.

Additionally the Organiser shall provide a chaperone coordinator who has experienced in the sports organisation of the event, can assist the identify an Athlete and generally support the Chaperones. It is helpful if the Chaperones can assist with translation during the Doping Control procedure. The chaperones need to be trained in advance of the event and be on-site for a briefing at least two hours before the start on the first day of the competition and thereafter at least 30 minutes.

FIS.C.3.5.1 For Cross-Country Sprint competitions, the number of Chaperones required is 12.

**FIS.C.3.6 Accreditation of Doping Control Personnel**

The Organiser shall be responsible for providing all Doping Control Personnel, including WADA Independent Observers, appropriate accreditation to enable them to access the necessary areas.

**EXHIBIT 5: ACCREDITATION SYSTEM**

STANDARD ACCESS ZONES

- 1 Team Areas
- 2 Coach Areas
- 3 Sports Areas
- 4 Service Areas
- 5 Officials Areas
- 6 TV/Radio Areas
- 7 TV/Radio Commentators
- 8 IBC/TV Compound
- 9 Print Media Areas
- 10 Photographer Areas
- 11 Special Media Areas
- 12 Press Centre
- 13 Sub Press Centre
- 14 Data/Timing
- 15 Ceremony
- 16 Special Guests

**ACCREDITATION MATRIX**  
FIS season accreditation

Category-Function / Zone	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
FIS Council Member	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
FIS Professional	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
FIS Committee Member					X											X
FIS Honorary Member																X
FIS Sponsor/Partner																X
FIS Service Provider	X	X	X	X	X	X	X	X				X	X	X		
NSA Council member	X	X	X	X	X	X	X	X	X	X		X	X			X
NSA Sponsor																X
NSA Partner																X
Team Coach/Trainer	X	X	X	X	X							X	X			X
Industry serviceman	X	X	X	X												X
Team Doctor/Therapist	X	X	X	X												X
Team Press Attaché	X	X	X	X								X	X			
Team Serviceman	X			X		X						X	X			X
Print Journalist A									X			X				
Print Journalist B									X			X				
Internet Journalist									X			X				
Photographer A										X	X	X	X			
Photographer B										X	X	X				
Marketing Agency	X		X	X	X			X				X	X			
Competition Equipment Ind.	X			X												X
Media Agency	X		X	X	X	X	X	X				X	X			
Observer/Study Group																X
	Holders of a valid FIS Season Accreditation															

## **FIS INDIVIDUAL EVENT ACCREDITATION APPLICATION FORM**

### **TEXT TO BE APPLIED IN CONNECTION WITH PERSONS WHO ARE NOT BEARERS OF A FIS SEASON ACCREDITATION.**

### **TO BE INSERTED IN THE LOCAL ACCREDITATION APPLICATION FORM OR ALTERNATIVELY, IN A SEPARATE FORM TO BE FILLED OUT BY THE SAME:**

The undersigned person who is not a bearer of a valid FIS season accreditation has applied for an accreditation for the **FIS Freestyle Ski World Cup**, to be issued by the [OC].

Valid accreditation to the [EVENT] for persons who are not bearers of a valid FIS season accreditation is subject to the following terms and conditions:

the undersigned hereby expressly confirms that he/she is not under a sanction of ineligibility issued by FIS or by an entity the decisions of which are to be recognised by FIS in accordance with FIS Rules and in particular the FIS Anti-Doping Rules, as no valid accreditation can be issued in such case, respectively, any accreditation already granted at the time such sanction becomes effective will automatically become void.

the undersigned understands that a valid FIS accreditation and its clearance is a condition for a valid accreditation at the [EVENT] but does not replace the accreditation issued by [OC] nor give him/her an absolute right to obtain access to any controlled areas. Such access can at any time be restricted or prohibited by specific instructions of the FIS or the [OC], without limitation for safety, capacity or other reasons.

the undersigned confirms that he/she will attend the [EVENT] in the specified function for which he/she is applying for accreditation and will not use the accreditation for other purposes.

the undersigned 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 representatives of the FIS.

The undersigned accepts that he/she is entering the restricted areas including, subject to specific additional permissions given by the FIS Chief 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, [OC], 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 or she would suffer.

The undersigned further 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 [OC] 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 have an appropriate civil liability insurance of his/her own.

The undersigned undertake to behave properly at all times and to abstain from any act or behaviour which interferes with the proper organisation of the [EVENT], including without limitation to use its accreditation for purposes which are in conflict with legitimate activities authorised by FIS and/or the [OC] (e.g. unauthorised commercial or media activities).

The undersigned person acknowledges and accepts that failure to comply at any time with any of the above terms and conditions may lead to withdrawal of the FIS accreditation.

Any issue related to the application, grant, denial, withdrawal, validity or content of a FIS accreditation 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 undersigned 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 accreditation 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 in accordance with the CAS rules then in effect.

Place and Date: .....The undersigned:.....

NB: Existence of a FIS Season accreditation has to be checked before issuance of any accreditation. It is recommended to include a corresponding confirmation and the FIS accreditation number as elements of the data to be provided by applicants. Applicants who are not bearers of a valid FIS season accreditation shall be required

The electronic file of exhibit 5 can be ordered from the FIS office: (hostettler@fisski.com)

## **EXHIBIT 6: FIS FREESTYLE SKI WORLD CUP MARKETING 2010/11**

The following regulations that are part of the Agreement must be respected by the OC and the respective NSA of each FIS Freestyle Ski World Cup.

### **1. FIS RIGHTS**

The FIS World Cup sponsorship rules are described in the "FIS Advertising Rules", which can be found on the FIS Website

<http://www.fis-ski.com/uk/mediamarketing/guidelines/marketingfisworldcupguid.html>

In the event that a Title Sponsor for the FIS Freestyle Ski World Cup is in place, detailed information about the sponsor marketing rights will be defined in the FIS World Cup Sponsor Guide, which will be provided to the OC.

Non-commercial logos such as the FIS and NSA logos are above and beyond and not included in the division of rights of the title sponsor, the event sponsor(s) or the host ski area or tourism region.

The division of event sponsors rights and the host ski area is up to the OC to determine.

#### **1.1. FIS World Cup Title**

Naming Rights of Title: FIS Freestyle Ski World Cup

At the time of the compilation of this Agreement, a title sponsor for the FIS Freestyle Ski World Cup 2010/2011 is not yet in place.

The following identification and branding is valid for the current circumstances and will be updated in the event that a title sponsor is secured. In principle, the places where title sponsor branding would be integrated into various materials, will have FIS branding.

The OC is obliged to show the FIS-Logo in appropriate dimensions on all official printed material including posters, advertisements, press releases and statements, starting lists, invitations, entry-tickets, VIP-tickets, official and unofficial standings, TV Data inserts, etc. The specification logo "FIS Freestyle Ski World Cup" must at least come to 2% of the total area of the respective publication.

The term "FIS Freestyle Ski World Cup" may only be used in connection with 'FIS World Cup' and may only be used in connection with 'Freestyle'.

The OC can say;

'Ericsson Trophy of the FIS Freestyle Ski World Cup in Tremblant, Canada'

The cannot say;

'Ericsson World Cup' or 'Ericsson World Aerial' alone.

The OC may not connect the FIS World Cup either verbally or in writing with another sponsor.

## **2. GUARANTEES AND OBLIGATIONS OF THE ORGANISING COMMITTEE**

The OC guarantees the defined exposure free of charge to FIS.

## **3. VIP SERVICES**

The OC undertakes to issue to FIS, free of charge, 20 - 30 general public entrance tickets or VIP accreditation as well as 10 tickets to all events that require ticketing. FIS shall have the right to use entrance tickets received from the OC as FIS deems appropriate. Twenty (20) days before the start of each of the competition, FIS will inform the OC about the requirement for these tickets.

## **4. TV INSERTS**

The official title "FIS Freestyle Ski World Cup" title and logo will appear on TV live transmissions in the graphics for start and result lists as well as FIS World Cup ranking lists.

## **5. FIS IDENTIFICATION**

The FIS logo shall be placed on main backdrop at public relations events (i.e. press conferences) and on any press or media announcement or publications.

The FIS logo shall be inserted in all advertising activities in relation to FIS Freestyle Ski World Cup.

### **5.1 Leader Bibs**

The FIS logo with the text 'FIS Freestyle Ski World Cup', (written above the logo) will be placed in the centre area replacing the number '1' on the leader bib for each event. On both the left and right shoulders strap of this bib, the FIS logo shall be positioned.

The top part of the bib shall display the event sponsor and the lower part of the bib the ski area or tourism region. The OC guarantees that the leader bibs will be distributed and used by the competitors concerned at the respective competition.

The OC shall be sent artwork by the FIS for the preparation of the competition bibs, including the leader and past season winner bibs. The costs for the production of the bibs are responsibility of the OC.

#### **5.1.1 Current Leader Bib**

A FIS Freestyle Ski World Cup leader 'yellow' bib will be prepared and will be worn by the respective leader or in the case of the start of the season, the previous season winner, as entered into each event.

#### 5.1.2 Past Season Winner Bib

A special FIS Freestyle Ski World Cup Past Season Winner 'blue' bib will be prepared and will be worn by the respective Past Season winner, as entered into each event.

If the Past Season Winner and present Leader of the FIS Freestyle Ski World Cup are the same person then the Yellow Bib will be used for the competition.

#### 5.1.3 New Leader Bib

After the competition is finished, there will be a presentation to the new FIS Freestyle Ski World Cup leader. This special presentation ceremony will take place in the finish area or at another time as agreed to by the FIS. The bib for this presentation shall be supplied by the FIS.

#### 5.1.4 Competition Bibs

The FIS logo (25-30cm square) must be put on both the left and right shoulders of the starting bibs for all competitions.

### 6. FIS SPONSOR EXPOSURE ON COURSE

#### 6.1 Flexible Positions Identification in Competition Areas.

Banners or Vertical Flags: FIS Sponsors are entitled to use advertisement spaces at the FIS Freestyle Ski World Cup competitions. The size of each of these banners is to be 1 meter tall by 4 meters wide, located in 'A' position with respect to the TV cameras location.

Placement: 1 (one) to the left or right of start area; 2 (two) to 4 (four) along the course; 2 (two) on the bottom of finish area centred.

#### 6.2 FIS Sponsor Identification on the Fixed Installation in Competition Areas

FIS Sponsors shall have 50% of the global advertising area. The remaining 50% will be attributed to the local sponsor and the hosting ski area or tourism region.

These fixed structures shall include: Start Structure; Exit Gate; Unilateral Interview Wall; Back Drop for the Awards; Function Buildings (shall include but not be limited too; the judges stand, the start tent, timing building, etc.); Finish Columns.'

### 7. FIS FREESTYLE SKI WORLD CUP FINALS

#### 7.1 FIS World Cup Winners Bibs Presentation

At the prize giving ceremony of the FIS Freestyle Ski World Cup Finals, FIS will be displayed on specially produced winner bibs for 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup>) in the FIS Freestyle Ski World Cup Standings.

## **EXHIBIT 7: FIS WORLD CUP TIMING & DATA REQUIREMENTS 2010/2011**

FIS Data Service is providing timing service for Ski Cross, Mogul, Dual Moguls and speed measurement for Aerials. FIS Data Service is also providing data service and TV-Graphics for Ski Cross, Mogul, Dual Moguls, Aerials and Halfpipe competitions.

The Freestyle Skiing Timing Booklet is also a reference regarding the standards needed in order to stage successful freestyle competitions.

### **To be provided by the OC:**

#### **1. Timing & Data Processing (TDP) building**

Please reference the environmental requirements for FIS Judges stands and the ICR (3041.5). Heated work area (18° - 22° 24 hours a day) at the finish line. 2 or 3 tables of 2 by 1 meters each are required.

#### **NOTE**

Access to the TDP building and also mains power is required from timing/data processing team arrival date until their departure date.

##### 1.2 Ski Cross Timing and Data Building

Timing/Data building has to be placed in line with the finish line on the side of the course in order to let a clear view to the finish camera.

##### 1.3 Aerials, Moguls, Dual Moguls, Halfpipe Timing and Data Building

Timing/Data building has to be placed in the Judges stands.

#### **2. Cabling**

Following cabling has to be provided by the OC.

##### 2.1 Aerials

Velocity Indication: 2 pair telephone cable from velocity indication to timing room in the Judges stand.

##### 2.2 Ski Cross, Moguls

Start: 4 pair of telephone cable (CAT 3) from start to data and timing room.

Finish: 4 pair of telephone cable (CAT 3) from finish line to data and timing room.

Display board: 1 pair of telephone cable (CAT 3) from display board to timing room

##### 2.3 Dual Moguls

Start: 4 pair of telephone cable (CAT 3) from start to timing room.

Finish: 8 pair of telephone cable (CAT 3) from finish line to timing room.

Note: 4 pairs per finish line for both sides each

##### 2.4 Halfpipe

no cables are required

##### 2.5 Display board

for Ski Cross, Moguls and Dual Moguls: 1 pair of telephone cable (CAT 3) from display board to timing room

**NOTE**

FIS Data Service recommends to use at least one cable of CAT 3 cable or better which has 4 pairs of cable.

**3. Wooden Poles & Tools**

For all events OC has to provide wooden poles for mounting of the timing light beams. 2 sets for start and finish each (2 additional sets for Dual moguls). Backup poles are also required.

If the poles are removed for course preparation additional poles have to be provided. Pole dimensions: 1,5m 5cm x 5cm (2 inches x 2 inches)

Additional 2 Poles are required to mount below mentioned display board. Pole dimensions: 1,5 - 1,8 m 5x5cm

A sledgehammer and other similar tools like a pickaxe have to be provided by OC.

**4. Communication**

4 (four) Walkie-talkies on a dedicated channel for data processing  
1 (one) Walkie-talkie on Jury channel

**5. Volunteers for Hand Timing**

For Moguls, Dual Moguls Qualification and Ski Cross, the OC needs to provide two Volunteers who will perform manual timing at the start and finish line. Manual Timing devices and instructions will be provided by FIS Data Service. Both volunteers mentioned above **must** be equipped with a radio.

**6. Internet Connection**

According to the ICR, the Organisers are required to provide an internet connection in the finish area. See ICR 3041.1.

Internet connection as noted below is required in order to provide this service. Internet connection is required in the timing building at the finish area to send data to FIS web site during competitions. Internet connection is also required at the race office or where the Teams Captain Meeting (TCM) will take place.

**7. Competition and Sponsor Logos**

We need to collect all sponsor logos that have to be placed in the official printouts as soon as possible: please provide this information / artwork in .eps format (preferred one), .tif or .jpg as second choice. You can send these files by e-mail to us or provide it upon our arrival on a memory stick, with the files on it.

**8. Printouts & Distribution**

OC is fully in charge to collect of the results outputs from the data service, the provision of a copy machine and volunteers in charge to make copies and distribution to all team's captain, media and others requiring this information.

## **9. Weather information**

OC must provide weather information on competition days that will be entered in all result sheets:

Air temperature (in °C) – Start and Finish

Wind Speed (in meter/sec) – Start and Finish

Wind Direction (N, NE, E, SE, S, SW, W, NW)

Snow Temperature (in °C)

## **10. Entries / Jury / Course Data**

Please provide us with entries you received from all the National Ski Federations upon our arrival, please provide copies of the official FIS entry form. Please assure that the forms are filled with FIS code before they are provided to us.

Please also provide the jury member names, chief of course, chief of competition, and other key staff personal.

If you store these entries in any digital format, please send them by e-mail before our arrival.

## **11. Accommodation and Meals**

OC is in charge to supply single room accommodations with full board (breakfast, lunch and dinner) as per the FIS Event Agreement. See item 9.2 in the Agreement. Number of technician is 4 (four) except for those locations where only Aerials are in the schedule in that case 3 (three) technicians will manage the competition. Modification in team size is possible due to operational reasons.

Preferred accommodation is the same hotel of other FIS Officials.

## **12. Accreditation, parking and on-hill transportation**

Full access accreditation is required for all technicians.

### **NOTE**

On-hill equipment transportation has to be provided as required.

In cases where no direct access to the TDB is possible, ground transportation is also required for Timing crew. (Skidoo or similar)

## **13. Volunteers**

OC has to provide following volunteers:

- 1 volunteer to help the Starter
- 2 volunteers for hand timing at start and finish area for Moguls, Dual Moguls and Ski Cross as already mentioned above.

## **Provided by Data Service**

## **14. Printouts**

Official printouts will be provided by FIS Data Service

Start list will be provided where the Team Captains Meeting will be held.

All official results sheets and World Cup Standings prepared during and after the competitions are printed at the finish building or judges stand.

#### **15. Display board / Countdown clock**

We will provide a display board to show run time (Ski Cross and Moguls) and Speed / Countdown clock (Aerials).

Main Power (110/230 V) is required where the display board will be placed.

Mounting for display board as mentioned above.

We provide the countdown clock for the Ski Cross and Aerial competitions.

#### **16. Announcer Commentator Information System (CIS)**

We're providing a Laptop for the announcer with the competition data which can act as a Commentator Information System (CIS). We'll provide cable connection between timing room and announcer location: this distance has to be not more than 80 meters. Mains power required (110/230 V)

#### **17. Head Judge (AE, MO and HP)**

A Laptop will be provided by FIS Data Service to the Head Judge to monitoring Aerials, Moguls and Halfpipe competitions.

#### **18. Graphic Layout**

FIS Data Service designed the layout for this year's TV graphics according the FIS Graphic Requirements. The TV graphics handbook is available on request.

#### **19. Technical Requirements**

We are providing SDI signal to the Host Broadcaster (HB).

Format: 4:3 safe (PAL/NTSC)

Key-SD-SDI: FIS DATA SERVICE Graphics to TV Unit

Fill SD-SDI: FIS DATA SERVICE Graphics to TV Unit

We will need the following signals:

Black Burst Analog: TV Unit to FIS DATA SERVICE Graphics

Dirty Feed SDI or Analog: TV unit to FIS DATA SERVICE Graphics

Intercom: Communication between TV Unit and  
FIS DATA SERVICE Graphics

#### **20. Live Coverage/ Post Production Coverage**

##### Live Coverage

The TV Crew has to provide the cables (4x BNC plus Intercom) at the Timing/ Data Service Room.

The TV Crew has to provide two (2) TV Screen Monitors (14") to see the Dirty Feed and Preview Screen.

##### Post Production Coverage

We will provide .tga files containing all graphics needed. They will be delivered on the FTP Server of the FIS Data Service.

## **EXHIBIT 8: NAMES AND LOGOS OF FIS AND THE WORLD CUP TITLE SPONSOR**

### **1. INTRODUCTION**

The FIS World Cup represents a “world-programme” and therefore it is necessary to have an international appearance with internationally equal elements. Many FIS World Cup Organising Committees have made great efforts in this regard.

- 1.1. These specifications form the base document for everyone working on the designing. FIS is at your disposal for complementary information, logos, etc.
- 1.2. The FIS Corporate Identity (CI) has to be taken into consideration precisely and corresponding to the specifications for the overall-appearance. This applies for the official title of the FIS World Cup, the FIS logo as well as for the design of all advertising and information means and other print materials e.g. start- and ranking list, accreditation, etc.

### **2. COMMENTARY TO THE SPECIFIC ITEMS**

- 2.1 Title of the event  
“FIS” always has to be used in connection with the title “World Cup”, e.g.
  - FIS World Cup
  - FIS Freestyle Ski World Cup
  - FIS Freestyle World Cup
- 2.2 Official FIS Logo / FIS World Cup Logo  
As it is all about the FIS World Cup, the FIS logo and the FIS World Cup logo should be assimilated much better. Additionally to the World Cup logo it is certainly possible to create a „FIS World Cup Design“ for the particular site, which can be used as e.g. background for the accreditation or for posters, etc.

### **3. EVENT SITES / COMPETITION AREA**

Attractive presentation elements, which comply with the FIS CI principles should be used in the proven way at the event sites as well as in the competition area.

The FIS logo, the FIS World Cup logo and the official title have to be taken into consideration on the following elements (in addition to the sport-specific elements):

- flags
- signage for the FIS World Cup at the site entry
- large entry-gate at the competition area
- other signage boards

#### 4. ADVERTISING AND INFORMATION MEDIUM

The FIS logo and the FIS World Cup logo have to be placed on all advertising and information medium as well as the indication to the FIS World Cup.

Basically the FIS logo, the FIS World Cup logo and the official title have to appear in an attractive way on the following:

- Bulletin
- Invitation
- Posters
- Stickers / Car labels
- Start / Intermediate / Result lists and Analyses
- Accreditation
- Sign-boards, Info-overview

Beside an attractive design of the poster through a photo or graphic, the following "logo groups" are to be included:

Official logos (left or right on the top):

- FIS logo
- logo of the NSA
- logo of the Ski Club

FIS World Cup (on the free side on top):

- FIS World Cup logo
- Site and region

Sponsors / partners (on the bottom in a ledge):

- Event sponsors
- FIS World Cup logo
- Data & Timing Partner
- Advertising Agency

#### 5. FIS LOGO / FIS WORLD CUP LOGO

You can find detailed information on the correct use of FIS Logo, the FIS World Cup logo etc. in the following documents:

- FIS CI-Documents

The documents can be downloaded from the FIS Website [www.fis-ski.com](http://www.fis-ski.com), Marketing and PR section or can be ordered from:

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