

# FIS CROSS-COUNTRY WORLD CUP

## EVENT AGREEMENT

### FOR THE STAGING OF FIS CROSS-COUNTRY WORLD CUP RACES

between, on the one hand,

#### **THE INTERNATIONAL SKI FEDERATION**

(hereinafter "**FIS**")

and, on the other hand

#### **THE NATIONAL SKI ASSOCIATION**

(hereinafter "**NSA**")

and the

#### **LOCAL ORGANISER**

(hereinafter the "**LO**")

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WHEREAS:

- (A) FIS is the international federation governing Cross-Country Skiing, Ski Jumping, Nordic Combined, Alpine Skiing, Freestyle Skiing and Snowboarding;
- (B) The FIS Cross-Country World Cup is a series of Cross-Country skiing races held each winter season between athletes representing teams of various National Associations and which takes place in various sites in the world, notably at present in Europe, North America, Asia;
- (C) FIS World Cup races result in individual race results in various disciplines, in overall rankings per discipline and an overall World Cup ranking;
- (D) The organisation of individual FIS World Cup races is entrusted to National Ski Associations, members of FIS;
- (E) National Associations in charge of the organisation of FIS World Cup races may delegate the organisation to an affiliated club as local organiser (LO);
- (F) NSA, as member of the FIS, has applied for the organisation of the WORLD CUP COMPETITIONS as part of the 2009-2010 FIS CROSS-COUNTRY WORLD CUP;
- (G) Based on a delegation by NSA, the effective organisation of the COMPETITIONS is to be undertaken by LO acting as local organiser;
- (H) The present agreement has the purpose of confirming the appointment of NSA and, based on NSA's delegation, of LO, as organisers of the above mentioned races and sets forth the terms and conditions applying to the COMPETITIONS organisation.

## 1. DEFINITIONS

In this AGREEMENT, capitalised terms shall have the following meanings for all purposes:

"COMPETITIONS" means the specific WORLD CUP COMPETITIONS, the organisation of which is the object of this agreement.

"COURSE" means the area used for the purpose of COMPETITIONS including start and arrival areas, warm-up and areas adjacent to the actual competition courses. It includes the air-space above.

"EVENT" means the COMPETITIONS and all the other elements of the organisation included and/or linked therewith, such as official training, presentation and award ceremonies, official invitations, press conferences etc.

"EVENT FACILITIES" means all locations, offices, reception and meeting room facilities used by the organisation for official purposes in connection with the EVENT (including award ceremonies, race offices, accreditation office, meeting rooms used for official meetings (teams captain's meetings, press conference, announcements, presentations), press centre, service infrastructures.

"EVENT VENUE" means the sites and locations which are used for the purpose of the organisation of the EVENT including the COURSE and EVENT FACILITIES not included within the COURSE.

"FIS" means the International Ski Federation "Fédération Internationale de Ski".

"FIS ADVERTISING RULES" means the guide-lines issued by FIS in regard to advertising at WC COMPETITIONS.

"FIS TV PRODUCTION GUIDELINES" means the guide-lines issued by FIS in regard to TV coverage of i.a. WC COMPETITIONS.

"FIS RULES" means all regulations issued by FIS including specifically but not limited to the FIS Statutes, the WORLD CUP RULES, the ICR, the FIS Medical Guide, the FIS Anti Doping Rules and Procedural Guidelines and the Specifications for Competition Equipment and Commercial Markings, as well as any precisions or complements thereto as issued from to time by FIS.

"ICR" means the International Ski Competition Rules issued by the FIS.

"LO" (Local Organiser) means the entity which takes on the effective organisation of the COMPETITIONS, respectively the EVENT, based on delegation by its' NSA.

"NSA" means the National Ski Association to which the organisation of the COMPETITIONS is granted by FIS based on the application to the Calendar Conference, confirmation thereof by the FIS Council and the execution of this agreement.

"ORGANISING COMMITTEE" means the committee which executes the effective implementation of the organisation of the COMPETITIONS, respectively of the EVENT.

"RACE DIRECTOR" means the FIS Race Director in charge of the FIS CROSS-COUNTRY WORLD CUP.

"SPONSOR GUIDE" means the document issued by FIS that defines the provision of services for the FIS WORLD CUP CROSS COUNTRY Title and Presenting Sponsors in EXHIBIT 6.

"TIMING BOOKLET" means the rules and guide lines issued by FIS in regard to technical specifications applying to timing at i.a. WC COMPETITIONS.

"TIMING & DATA TECHNICAL REQUIREMENTS" means the document issued by the FIS Timing and Data Service Partner Cross-Country in regard to services, advertising rights, LO obligations, technical requirements applying to in particular timing, data and respectively publication thereof on documents, commentator information systems (CIS), TV, or the internet.

"TOUR DE SKI" means the FIS TOUR DE SKI that is part of the 2009-2010 FIS CROSS-COUNTRY WORLD CUP.

"WC COMPETITIONS" means races that are part of the FIS WORLD CUP.

"WC RULES" means the Rules for the FIS Cross-Country World Cup, together with any amendment and/or precision thereof as from the time issued by the FIS. In the context of this agreement, WC RULES refers more specifically to the Rules for the FIS Cross-Country World Cup 2009-2010 together with any amendment and/or precision thereof as issued from to time by the FIS Council on proposal of the Cross-Country Committee.

"WORLD CUP" means the FIS Cross-Country World Cup 2009-2010 abbreviated as WC.

## **2. APPOINTMENT OF THE ORGANISERS**

This agreement confirms NSA's appointment to organise the COMPETITIONS, respectively the EVENT as part of the calendar 2009-2010 established by the FIS Calendar Conference held in Dubrovnik (CRO) on 21.05.2009 and confirmed subsequently by the FIS Council on 12.06.2009.

Based on the delegation of NSA, the LO is appointed to act as race organiser in accordance with art. 202.1.3 of the INTERNATIONAL SKI COMPETITION RULES ("ICR").

NSA and LO hereby accept their appointment in accordance with the terms hereof.

Notwithstanding any specification in this agreement, NSA and LO shall be jointly and severally liable for a proper organisation in accordance with the terms of this agreement.

### **3. BASIS OF APPOINTMENT**

#### **3.1 FIS RULES and undertakings**

The appointment in accordance with clause 2 above is based on the terms and conditions applying to the organisation of WC COMPETITIONS as set forth in the FIS RULES and more specifically in:

- The WC RULES and FIS WORLD CUP ORGANISING COMMITTEE MANUAL SEASON 2009-2010
- The ICR
- The FIS Statutes

Furthermore, WC COMPETITIONS shall be conducted in strict observance of all applicable FIS RULES.

NSA and LO consequently acknowledge and undertake that they will implement the organisation of the COMPETITIONS, respectively of the EVENT in strict compliance with all the FIS RULES applicable to WC COMPETITION'S organisation and shall, as an integral part of their obligations under this agreement:

- observe all obligations of the WC COMPETITION organisers set forth in the above mentioned FIS RULES and
- take all appropriate measures within their control to procure that the COMPETITIONS (including any element of the EVENT Programme directly relating to their organisation) can be effectively organised and held in compliance with the above mentioned applicable rules.
- for the avoidance of doubt and subject to FIS' expressed written permission to the contrary, LO shall not add any additional race to the EVENT programme.

NSA and LO further warrant and represent to FIS 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.

#### **3.2 Relevant Rules / subsequent changes**

The FIS RULES at the time of execution of this agreement shall form the basis of the appointment. As a matter of principle, FIS RULES shall not be amended with effect during the term of this agreement in a manner which significantly and adversely affects the interests of NSA/LO without a valid reason. In the event of such change, the parties shall look in good faith for solutions taking into account the legitimate interests of NSA/LO. In the event no such solution can be found, the NSA/LO shall have an option to opt out of the agreement.

#### **4. ORGANISING COMMITTEE**

An Organising Committee shall be entrusted with the execution of the operational aspects of the organisation of the COMPETITIONS, respectively of the EVENT.

Such Organising Committee shall be formed by the LO. It shall include at least all the positions set forth in ICR 301 and the persons designated by FIS in accordance with art. ICR 302.1.1.

All members of the Organising Committee appointed by LO shall have the appropriate competence/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, LO meetings with international participation, etc.).

Once formed and in operation, the Organising Committee shall execute the operational aspects of the organisation and staging of the COMPETITIONS, respectively of the EVENT and serve as FIS' contact for all purposes in connection thereto.

It is clarified that notwithstanding any position held herein by persons designated by the FIS, the Organising Committee is acting on behalf of the LO and NSA which shall in any case remain directly, responsible for the proper performance of all the obligations relating to the organisation and staging of the COMPETITIONS, respectively of the EVENT.

#### **5. ROLE OF FIS RACE DIRECTOR**

The RACE DIRECTOR shall be in charge of the overall supervision of the conduct of the organisation in accordance with the FIS RULES and the terms of this agreement.

In the event a matter affecting the organisation cannot be solved in application of the FIS RULES, the RACE DIRECTOR shall be in charge to decide appropriate measures.

The RACE DIRECTOR (as Referee) is a member of the Jury and the Organising Committee, as defined in the ICR.

#### **6. THE COMPETITIONS**

The COMPETITIONS include the following WC COMPETITIONS to be held in .....

- Ladies and Men

For all FIS Cross-Country World Cup EVENTS a Substitute Resort has to be nominated by **25<sup>th</sup> September 2009** and communicated to FIS.

It is understood and agreed that the above dates may be subject to modifications as set forth in this agreement.

## **7. THE EVENT PROGRAMME & SCHEDULE**

### **7.1 Elements of the EVENT programme**

The EVENT PROGRAMME includes the following principal elements:

- The COMPETITIONS (including training, inspections, etc.)
- Public Official Presentation and bib number announcement ceremonies
- Winner and prize-giving ceremonies
- Team Captain's Meeting

At the discretion of the LO, the EVENT PROGRAMME may further include other facultative related elements such as an official entertainment programme, official invitations, etc.

A provisional EVENT schedule is attached hereto as EXHIBIT 1.

Given the nature of WC COMPETITIONS as outdoors events subject to outside circumstances, such as weather and course conditions which may affect the COMPETITIONS themselves and/or preceding WC COMPETITIONS (modification of travel plans), the EVENT schedule may be amended at all time as necessary to secure as a priority the effective organisation of the COMPETITIONS as well as of other WC COMPETITIONS that are part of the [2009-2010] calendar (preceding or following).

For this purpose and in particular:

- Subject to compliance with the requirements of the FIS RULES, the dates of the COMPETITIONS and/or of training may be changed by the Jury within the period of the FIS World Cup event in ... as defined under article 6.
- The schedule of all other elements of the EVENT Programme may be adapted as appropriate in accordance with changes having the purpose of preserving the effective organisation of the COMPETITIONS within the above period.

The effective detailed schedule of the EVENT, including all the above elements, shall be established and amended in close consultation with the FIS from time to time as necessary.

The schedule of the COMPETITIONS and of training, as well as any necessary adaptations thereof, shall be determining and have priority in the establishment of the schedule.

It is clarified that any modification of the schedule with the consequence of COMPETITIONS to be held outside of the period set forth above, requires the agreement of the Organising Committee. It is also clarified that modifications due to circumstances at other WC Events may not be implemented without the agreement of the Organising Committee, unless they do not result in a change of the date on which a particular COMPETITION is scheduled to be held (i.e. may affect training only) or they are due to changes of the travel circumstances affecting arrival of participants beyond control of the FIS (i.e. in particular changes in the arrival which are not a necessary consequence of a

postponement of a previous WC COMPETITIONS which would render a timely arrival impossible given the existing travel possibilities). LO shall provide to FIS for its approval at the latest 3 months in advance of the scheduled date of the first RACE a detailed EVENT Programme setting forth the planned schedule and adequate details (e.g. location, environment, speakers etc.) of each element of the Programme other than the COMPETITIONS and trainings.

As a general undertaking under this agreement, the LO shall organise, respectively take all the necessary measures and/or provide all necessary infrastructures, support and services necessary for the proper organisation of all the elements of the EVENT PROGRAMME.

Such obligation shall apply strictly in connection with the organisation of the COMPETITIONS with the applicable FIS RULES and all the elements of the Programme which are directly and necessarily linked with such organisation, such as official training, tests, Team Captain's meetings, official presentations and award ceremonies. It is clarified that other elements of the EVENT Programme which have solely entertainment purposes and which have been proposed by LO as a complement to the core EVENT Programme (such as invitations, entertainment programme, etc.) may be changed or suppressed by the LO after consultation with FIS to the extent such modification or suppression does not affect the organisation of the COMPETITIONS and are not covered by specific binding undertakings given to the FIS in the course of the application process. This applies also to entertainment programmes around core elements (e.g. changes in the entertainment around the athlete's and/or bib numbers' presentation). However, once the EVENT Programme has been finalised, approved by FIS, LO shall use all its very best efforts to implement in full including the elements which have only entertainment purposes and for which no binding commitment exists.

## **7.2 Consequence of cancellation of COMPETITIONS/EVENTS**

All cancelled COMPETITIONS / EVENTS return to FIS. COMPETITIONS, which have to be cancelled due to "force majeure", or non-fulfillment of requirements may, in exceptional cases, be re-allocated or rescheduled. Reference is made to article 1.1.3 of the FIS Cross-Country World Cup Rules.

In case of cancellation due to "force majeure" and without prejudice to any other solution to be decided by FIS, NSA may submit a proposal for appropriate re-allocation.

## **8. EVENT VENUE**

### **8.1 In general**

The EVENT VENUE including the COURSE and all the EVENT FACILITIES can be inspected as part of the application procedure. An eventual inspection report including answers and undertakings given by LO is annexed hereto as EXHIBIT 2 and shall form an integral part of this agreement.

The EVENT VENUE shall include i.a. appropriate facilities to conduct Anti-Doping controls according to the specifications described in the Procedural Guidelines of the FIS Anti-Doping Rules.

Further, it shall include an appropriate facility to conduct equipment control.

LO undertakes to maintain or, to the extent required in the inspection report, improve the EVENT VENUE. Any material change in any element of the EVENT VENUE or delay in improvement or installation to get all elements of the EVENT VENUE ready in accordance with requirements set forth in the inspection report shall be immediately notified to FIS.

Access to the EVENT VENUE shall be granted upon request of the TECHNICAL DELEGATE and/or RACE DIRECTOR for the purpose of additional inspections during the preparation period.

All elements of the EVENT VENUE shall be prepared and be operational in due time for the proper organisation of the EVENT.

## **8.2 COURSES**

### **(a) COURSES used for competition**

The COURSES are listed together with their homologation numbers in EXHIBIT 3. All races have to be carried out on courses homologated by an appointed FIS inspector or on courses that have been used for FIS World Cup races in the last three years. Substitute courses also have to be homologated.

LO shall regularly report on the state of preparation of the COURSES and more specifically but not limited thereto, on the snow conditions in the period preceding the scheduled dates of the COMPETITIONS. The preparation of World Cup courses must be guaranteed by snow-making facilities with sufficient capacity.

An appropriate preparation and maintenance of the COURSES is of the essence of this agreement. LO consequently agrees that it shall take all possible measures to ensure that the courses be ready in the best possible conditions to be used for training and the COMPETITIONS. In particular, LO will implement measures requested by the TECHNICAL DELEGATE and/or FIS RACE DIRECTOR.

The LO is responsible that the course shall be secured in accordance with the prevailing standards. Any safety measure requested by the Jury and/or the FIS RACE DIRECTOR shall be implemented.

The COURSE includes start and finish areas which shall be designed and equipped in accordance with the specifications and guidelines issued by FIS.

Use of alternative courses and/or adaptation of the COURSES shall be determined by the TECHNICAL DELEGATE and/or FIS RACE DIRECTOR in accordance with the ICR.

### **(b) Training and test courses**

To the extent possible given local circumstances, LO shall place at the disposal of teams conveniently located and well-prepared warm-up

loops and test tracks. The tracks shall reflect and be prepared according to the conditions on the competition courses and be of sufficient length, width and difficulty be appropriately secured and closed to public and must be at disposal for the full day from the first official day of arrival until the last day of competition.

## **9. ATHLETES & TEAM PERSONNEL**

### **9.1 Qualification**

Registered athletes qualified in accordance with WC RULES and within the applicable quotas have to be entered for the COMPETITIONS, subject to timely registration by their respective National Ski Association.

### **9.2 Accommodation and board / travel**

The LO shall comply with the requirements set forth in this respect in the WC RULES.

The LO shall accordingly:

- Provide accommodation and board for athletes within the applicable quotas and during the specified periods free of charge.
- Pay the contribution to travel expenses of the Red Group athletes.
- Procure that the maximum price set forth in the WC RULES be respected within the applicable quotas and the specified periods.
- Provide free of charge the waxing cabins (service areas) necessary for the storage and preparation of skis either within the hotels or in a separate facilities (containers) as defined in the WC RULES.
- Provide parking close to the competition areas. Provision of parking is subject to local circumstances which may result in limited or no availability. Subject to the same, parking facilities shall also be provided to service personnel of hardware suppliers in appropriately limited numbers.

Accommodation and board shall be provided at the level of quality set forth in the WC RULES.

In the event, LO fails to provide free accommodation for the qualified athletes and officials, and/or to reimburse travel expenses and/or to secure observance of maximum prices, the National Ski Association(s) concerned shall have a claim for payment for expenses not covered, respectively for reimbursement of the amounts of supplementary costs incurred by the National Associations and shall, if necessary, be entitled to exercise such claim directly against LO through arbitration in accordance with clause 32 below (subject to an agreement between the concerned parties to submit the matter to another court or arbitration court).

Notwithstanding the above, FIS shall alternatively be entitled to claim the concerned amount from NSA in its own name but on account of the concerned National Associations from NSA, and NSA shall in turn have a corresponding claim against LO (including for its own claim if any), all such claims being subject to arbitration in accordance with clause 32 below (subject to an

agreement between the concerned parties to submit the matter to another court or arbitration court).

Service personnel and representatives of hardware equipment companies who are not entered as service personnel on the entry forms of a National Association are not entitled to the specified maximum price conditions for team officials. However, the LO shall use its best efforts to assist with accommodation of the persons set forth on the Equipment company list provided by FIS.

### **9.3 Prize-Money**

The LO shall make available and pay prize-money in connection with each COMPETITIONS as set forth in the WC RULES.

In the event, LO does not decide to apply a higher prize-money, the minimum prize-money shall be applicable.

In the event, LO fails to pay the applicable prize-money, the athlete(s) concerned shall have a claim for payment and shall, if necessary, be entitled to exercise such claim directly against the LO through arbitration in accordance with clause 32 below (subject to an agreement between the concerned parties to submit the matter to another court or arbitration court).

Notwithstanding the above, FIS shall alternatively be entitled to claim the amount concerned from the organising NSA in its own name, but on account of the National Associations of the athletes to whom the prize money is due from the organising NSA who shall in turn have a corresponding claim against its' LO, all such claims being subject to arbitration in accordance with clause 32 below (subject to an agreement between the concerned parties to submit the matter to another court or arbitration court).

## **10. ACCREDITATION**

LO shall establish an accreditation system including the standard access matrix set forth in EXHIBIT 4.

LO shall grant corresponding access (i.e. corresponding accreditation) to bearers of FIS season accreditation. Further, special access cards issued by the FIS (e.g. press corridor, media centre, restricted areas within the finish area) shall be accepted. LO shall instruct its control personnel accordingly.

LO shall issue accreditation with appropriate access zones for the various groups that include athletes, team officials, servicemen, NSA officials, sponsors, partners, VIPs, special guests, etc. according to the WC RULES and the accreditation matrix in EXHIBIT 4.

LO shall also issue accreditation with appropriate access zones to specified personnel and representatives of the equipment companies providing services to teams without being entered on an entry form of a National Association. A list valid for the season bearing the names of the persons and required access shall be provided to LO by the FIS. As a matter of principle, servicemen of the equipment companies so entered shall have access rights equivalent to servicemen entered by a National Association.

In all cases, access to the actual RACE COURSES is restricted and subject to specific additional special on course permits issued under the control of the TECHNICAL DELEGATE and/or RACE DIRECTOR.

LO may issue accreditation to persons who are not bearers of FIS season accreditation. In such case however, issuance of an accreditation giving access to any competition area shall be subject to the concerned person applying for FIS ad hoc accreditation by executing the application form set forth in EXHIBIT 5.

The application shall be forwarded to FIS without delay. In the event the application is rejected by FIS, the accreditation issued by LO shall be withdrawn.

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 may not be given an accreditation valid in connection with the EVENT during the ineligibility period.

## **11. SAFETY EQUIPMENT**

Safety equipment used on COURSES shall comply with the applicable technical standards.

## **12. TECHNICAL INSTALLATIONS & SERVICES**

### **12.1 Communication**

LO shall ensure communication through safe and stable communication systems with back up.

### **12.2 Data & Timing**

Data and Timing services are provided through FIS to guarantee a high technical standard of measuring systems and evaluation (e.g. for TV, print, FIS live timing, commentator info) and to assure a corporate identity of the TV graphics and print material for all "Viessmann" FIS Cross-Country World Cup events.

The corresponding advertising rights set forth, in particular on screen inserts, on site banners and markings/ logo/name on lists and publications shall be duly respected and implemented by NSA/LO.

LO must publish and distribute the actual FIS World Cup standings which have been transmitted from the FIS data service to the FIS, press, team leaders and officials both before and after the races.

Data and timing generated from all FIS World Cup competitions is at the disposal of FIS, the Organiser, National Ski Association and participants for use in their own publications, including websites. Use of data and timing on websites is subject to the conditions laid down in the FIS Internet Policies.

### **12.3 Video Screen**

LO has to install a large video screen in the stadium in order to provide optimal viewing to follow the competition for the spectators as well as the officials and media.

## **13. CONDUCT OF COMPETITIONS**

All competitive aspects shall be organised and conducted in strict compliance with the provisions of the ICR specified by the WC RULES.

LO shall strictly comply with all the above rules and requirements, respectively take all appropriate measures within its power to secure their application. It shall duly perform all the duties and obligations arising therefrom, which shall form an integral part of its duties and obligations under this agreement and non compliance therewith shall constitute a breach of this agreement.

## **14. FORERUNNERS**

LO shall arrange the necessary number of qualified forerunners according to the ICR.

## **15. RESCUE – MEDICAL SUPPORT REQUIREMENTS**

LO shall set up and operate during all competition times (training and COMPETITIONS) an appropriate rescue service. Medical Support Requirements for FIS Event Organisers are set forth in the ICR, 221.6 as well as chapter 1 of the FIS MEDICAL GUIDE (containing Medical Rules and Guidelines).

## **16. PRESS & MEDIA**

### **16.1 General**

LO shall ensure adequate working conditions and a high service for the press and media.

The Press & Media Service of the EVENT shall be established and operated in conformance with the instructions of the FIS PR and Media Committee, the FIS Communications Department as well as the International Association of Ski Journalists (AIPS).

### **16.2 Press Accreditation**

Appropriate accreditations have to be issued for the different categories of press and media representatives (written press, photographers, radio, TV, etc).

The press and media representatives who are bearers of FIS season accreditations and special access cards shall be granted direct access and/or corresponding accreditation at the EVENT. The LO will receive a list of all FIS season accreditation holders on request.

In any event however, specific application to LO shall be necessary for hotel room reservations, special wishes concerning working facilities and equipment in the press centre, etc.

### **16.3 PR and Media Coordinator**

The LO Chief of Press will be supported by the FIS World Cup Press and Media Coordinator, nominated by the FIS, for general services regarding PR information, press service, winner and prize giving ceremonies, press conferences etc. The LO has to pay for the travel, accommodation and meals.

### **16.4 Personnel**

In order to secure an appropriate level of service, LO shall designate at least the following persons in charge of press and media related functions:

- An experienced Chief of press
- A Photographer's Coordinator responsible for the photographer's service

### **16.5 Press & Media Facilities**

LO shall set up as part of the EVENT FACILITIES an appropriately equipped press centre as well as the necessary working facilities for accredited media and photographers. Depending on local circumstances, a sub-press centre may have to be installed at or in the vicinity of the COURSE.

Specific areas, places and corridors have to be arranged at the COURSE including specifically the finish area, in order to provide adequate working conditions for the written press, photographers, film teams, etc. They shall be adapted to the number of journalists and be appropriate to conduct all the press and media activities including unilateral interviews, live radio broadcasts etc.

### **16.6 Communication access and charges**

LO shall provide free access to telephone and telecommunication lines in the press centre.

However, usage fees for effective communications and specific services such as WIFI can be charged at cost by LO or directly by the companies providing the service. LO shall not apply a margin over its cost price nor receive any commission on usage fees.

LO shall provide to accredited press and media representatives, hotel accommodation of a good standard at favourable conditions in the nearby area.

### **16.7 Press information service / Winner's Press Conference**

LO shall operate before, during and after the EVENT, an active press information service. Such shall include regular communications, information meetings and press conferences.

Immediately after each COMPETITION, a press conference with the 1st, 2nd and 3rd placed competitors must be held in an appropriate room of the press centre (or sub press-centre as applicable).

## **17. NAME OF WORLD CUP - OF THE EVENT - WORLD CUP LOGO AND CORPORATE IDENTITY**

### **17.1 In general**

The official name and logo of the WORLD CUP: “VIESSMAN” FIS Cross-Country World Cup as well as the name and logo of FIS as shown on EXHIBIT 7 are the sole property of FIS.

LO shall have the right to use the above names and logos in full and including the title and presenting sponsor's name (with or without site indication) strictly for the purpose of the organisation of the EVENT.

### **17.2 EVENT Publications**

LO shall have the obligation to do so whenever, it refers to the COMPETITIONS/EVENT in communication/promotion material as defined in EXHIBIT 6, FIS SPONSOR GUIDE such as:

- On the website used as official website of the EVENT
- The EVENT Poster(s)
- Banners or other supports bearing the EVENT Name
- The EVENT program (publication)
- All publications of 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 technical service provider, however in a manner and fashion which does not create confusion as to the fact they are sponsors of and/or supply services to the EVENT and not to the overall FIS WORLD CUP.

As a rule, the official name and logo of the WORLD CUP including title sponsor name as well as the name and logo of FIS shall appear at the top of the lay-out, with the other sponsors and technical suppliers at the bottom or otherwise separated, as described in EXHIBIT 7 CORPORATE IDENTITY AND FIS WORLD CUP LOGOS.

All the official publications including COMPETITION data must use the layouts provided by the FIS as set forth in the TIMING & DATA TECHNICAL REQUIREMENTS.

The lay out of other communication supports (whether printed and/or in a website or on any other support) used in connection with the EVENT, shall be submitted to FIS for prior approval, such approval not to be unreasonably withheld or delayed.

### **17.3 Use by EVENT Sponsors**

Subject to art. 20, LO shall be entitled to grant the right to use the FIS WORLD CUP name and logo always in conjunction with designations specific to the EVENT provided such is (1) used only for promotional purposes and not for licensing and merchandising purposes, (2) always in full including FIS WORLD CUP Title Sponsor, (3) never in a way which unduly creates a link between an EVENT Sponsor and the FIS WORLD CUP as a global event<sup>1</sup> and (4) always in compliance with the graphical specifications provided by FIS.

### **17.4 Corporate Identity**

Each FIS World Cup EVENT is a part of the worldwide FIS World Cup series. The standard FIS Corporate Identity with basic elements has to be taken into consideration including use of the FIS logo, the name "FIS World Cup" according to the document "FIS Corporate Identity for FIS World Cup".

## **18. EVENT PROGRAMME (PRINTED PROGRAMME)**

LO shall issue a printed programme of good standing and quality.

Such programme shall include the obligatory content set forth in art. 213 ICR unless such have been included in another publication.

Further, the following shall be placed at FIS disposal free of charge:

- One full colour (if the programme is printed in colours) advertising page in a good location for use by the WORLD CUP Title Sponsor
- The identification defined in EXHIBIT 6, FIS SPONSOR GUIDE
- The possibility to communicate a message from FIS, if requested by FIS in due time

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

Printing dead-lines shall be communicated in due course.

## **19. ENVIRONMENTAL OBLIGATIONS**

LO acknowledges and agrees that respect for the environment is an important consideration in the organisation and staging of the EVENT and undertakes to perform their obligations and activities under this agreement in a manner which embraces the concept of sustainable development, complies with applicable environmental legislation and, whenever and wherever possible, serves to promote the protection of the environment.

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<sup>1</sup> E.g. XXX sponsor of the Lahti Sprint race of the VIESSMAN FIS CROSS-COUNTRY WORLD CUP but not: XXX sponsor of the FIS SKI WORLD CUP Pursuit race in Lahti.

## **20. ADVERTISING AND PROMOTION**

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 art. 1.3 and 1.4).

The WORLD CUP Title Sponsor rights as specified in Exhibit 6 are reserved. For the FIS TOUR DE SKI additional sponsoring rules are valid. LO shall procure an effective enforcement and protection of all the WORLD CUP Title Sponsor rights. 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 used in this respect.

In the interest of the single event sponsors of LO, NSA and the FIS World Cup Title Sponsor, the competition venue shall be placed ready without advertising. Any title rights for a venue may only be visible at a FIS World Cup event if there is no branch conflict with the Title Sponsor or the event sponsors, and the FIS ADVERTISING RULES are observed.

On proposal of the CROSS-COUNTRY COMMITTEE, the FIS Council approved a marketing initiative to promote Cross-Country skiing. LO contributes a fee of €3'000 towards the promotional initiatives that include:

- World Cup booklet, basic layouts for printed World Cup products
- Cross-Country website
- World Cup village
- World Cup merchandising products.

## **21. TV COVERAGE**

It is an essential condition for the organisation of WC COMPETITIONS that a high quality TV coverage of the EVENT be secured which guarantees the availability of an international TV signal for the entire duration of the competition enabling live transmission. Furthermore, a broad TV distribution shall constitute the priority objective.

Agreements regarding TV production and distribution of the COMPETITIONS are to be entered by NSA in accordance with art. 208.1 ICR.

NSA shall ensure that the agreement with the host broadcaster shall incorporate the FIS TV PRODUCTION GUIDELINES. Further, the agreement shall include the obligation to comply with the requirements set forth in the TIMING & DATA TECHNICAL REQUIREMENTS (in particular use of standard graphical lay-outs for timing and data information and inserts).

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

NSA shall inform and consult FIS in connection with the negotiation of the agreements in connection with TV coverage of the COMPETITIONS (208.1 ICR).

## **22. INSURANCE**

LO shall enter into insurance contracts providing for full coverage of its civil liability in connection with the organisation and staging of the COMPETITIONS. Such insurance shall cover i.a. the members of the Organising Committee and of the Jury, including specifically FIS' representatives which are members thereof. FIS shall be in charge of providing civil liability insurance for its officers and staff members who are not part of the Organising Committee and of the Jury.

The insurance to be established by LO shall provide cover for an amount of at least CHF 3'000'000.-- (three millions Swiss Francs) for each occurrence .

The insurance coverage shall be in place at the latest on the day before the first training day. Copy of the relevant insurance contract or cover shall be submitted to the Technical Delegate.

## **23. FIS/LO MUTUAL ASSISTANCE**

FIS shall share its knowledge and expertise, which it has acquired over the years as a result of it overseeing the organisation of previous WORLD CUP EVENTS, to assist LO in relation to the planning, organisation and staging of the EVENT. In particular, FIS will provide:

- support by the Race Director throughout the preparation phase as well as during the event itself
- the services of PR & Media Coordinator for the competitions
- support from the FIS Marketing and Communications Department
- administrative support from the FIS Office staff with the provision of all relevant FIS World Cup documentation, including technical documentation, rules, quotas, info sheets
- advice and support of the FIS IT Manager for timing and data issues
- its best endeavours to encourage and facilitate the participation of top ranked athletes

## **24. TERMINATION AND CONSEQUENCES OF TERMINATION**

FIS may terminate this agreement forthwith by giving written notice to LO and NSA in the event that:

- (a) NSA or LO (or any of them) commit a material breach of this agreement and, in the case of such breach being capable of remedy, does not remedy such breach within thirty (30) days of being given notice in writing specifying the breach and requiring it to be remedied. This deadline can be shortened if circumstances so require.
- (b) Any of the representations and undertakings given by NSA or LO prove to be untrue or inaccurate or are not respected and given full force and effect by or on behalf of NSA or LO;

- (c) circumstances arise (such as, by way of example but not limitation financial situation of LO, war or civil disorder, change in the political environment) such that FIS believes that the successful organisation of the COMPETITIONS and/or the safety thereof would be threatened or jeopardised in any way.

If the cause of termination consists of a breach by NSA or LO of their obligations or undertakings which FIS can remedy by acting itself or by having a third party acting instead of NSA or LO, FIS shall have the right, at its sole discretion, not to terminate this agreement and to have the breach thus remedied. In such case, FIS shall be entitled to claim reimbursement of any appropriate cost incurred in this respect.

NSA or LO may terminate this agreement forthwith by giving written notice to FIS in the event that FIS commits a material breach of this agreement and, in the case of such breach being capable of remedy, does not remedy such breach within thirty (30) days of being given notice in writing specifying the breach and requiring it to be remedied. This dead-line can be shortened if circumstances so require.

The right to terminate this agreement shall in any event be without prejudice to any other right or remedy of the parties.

Upon termination of this agreement, FIS shall have the right to arrange at its sole discretion the organisation of the COMPETITIONS at any other venue and in co-operation with any other entities.

## **25. INDEMNITY**

NSA and LO jointly and severally agree to protect, indemnify and hold harmless 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 NSA and/or LO'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 LO 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 FIS' 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 FIS obligations and duties pursuant to this agreement.

## **26. 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.

**27. 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.

**28. NO JOINT VENTURE**

Nothing in this agreement shall be taken to constitute a joint venture between on the one hand NSA and LO (or any of them) and on the other hand FIS.

**29. AMENDMENT**

Any amendment to this agreement shall be in writing.

**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. NSA and LO acknowledge and agree that service by 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 Secretary General  
Phone: + 41 33 244 61 61  
Fax: + 41 33 244 61 71

Notices to NSA shall be served at the following address:

Notices to LO shall be served at the following address:

**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 & 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, 31.08.2009

**INTERNATIONAL SKI FEDERATION**

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Gian Franco Kasper  
President

Sarah Lewis  
Secretary General

...., .....

**THE NATIONAL SKI ASSOCIATION**

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...., .....

**LOCAL ORGANISER**

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**EXHIBIT 1: PROVISIONAL SCHEDULE (HAS TO BE CONFIRMED)**

**FIS WORLD CUP Cross-Country**

The starting times list will be published on the FIS Website in October 2009.

## **EXHIBIT 2: CHECK LIST**

### **FIS World Cup Organisers Cross-Country**

#### **SPORT**

#### **1. Preparations for Competitions**

- 1.1 Invitation (see enclosure)
- 1.2 Unofficial and official training / starting time
- 1.3 Preparations of tracks for training
- 1.4 Entries - checking of FIS codes and quotas according the World Cup rules 2009-2010
- 1.5 Team captains' meeting - time, location, seating arrangements (identification of teams), procedure, agenda, setting of the start list or presentation of groups, draw method, general information to the teams (weather forecast in writing), all presentation sheets or at least a summary of it should be given as handout to the team leaders
- 1.6 Refreshments
- 1.7 Handing out of starting list and bib numbers
- 1.8 Anti-doping control and blood control (optimal layout is attached)
- 1.9 Waxing cabins (follow the WC rules)
- 1.10 Facilities and location for snow production
- 1.11 Emergency plans, all cases have to be taken in consideration in a written form
- 1.12 All contacts (name, phone numbers) and maps for the teams
- 1.13 Accreditation zones, which company is doing the accreditations (clear definition) or which system will be used?
- 1.14 Structure of the OC (mobile and email contacts to Race Director at least 30 days before the competition)
- 1.15 Snow report to FIS Office
- 1.16 Summary of the summer activities from the OC to Race Director (constructions, minutes of the meetings etc.) until 30 days before the competition.

#### **2. Tracks (Technical Delegate)**

- 2.1. Specifications - compare with homologation
- 2.2. Grooming, summary of the machines which are available
  - 2.2.1. Estimate the knowledge and experience of the chief of the course
  - 2.2.2. Estimate the machine and equipment ability
  - 2.2.3. Check the last weather report
  - 2.2.4. Decide together with the chief of course about the time and the way of preparation that will be made for training and for the competition
  - 2.2.5. In difficult weather conditions take part of the course preparation (even during the night)
  - 2.2.6. When conditions change take immediate decisions if necessary
  - 2.2.7. On the competition day finish the course inspection one hour before the competition start
  - 2.2.8. Give the final course preparation, marking and fencing instructions
- 2.3. Marking, signaling
- 2.4. Barricading and fencing

- 2.5. Controllers (technique) - localization and recording
- 2.6. Ski testing area and warm-up course near athletes cabins/stadium/course (early and good preparation is important) – clear rules and handouts for teams, ski depots
- 2.7. Places for coaches and/or definition of the no coaches zones
- 2.8. Places for intermediate time (cables according ST SPORTSERVICE service catalogue)
- 2.9. First aid posts
- 2.10. Medical evacuation from tracks - method, routes
- 2.11. Access control (FIS accreditations, armbands of OC)
- 2.12. Official thermometers
- 2.13. Camera positions
- 2.14. Places for banners for the FIS World Cup Title and Presenting Sponsor
- 2.15. How to get “clean” TV coverage?

### **3. Stadium**

- 3.1 General lay-out
- 3.2 Traffic flow - athletes, officials, media, VIPs, public – clear fencing and marking
- 3.3 Team huts and facilities for ski waxing, clear marking (where is the handout of the keys for the cabins, depot for the key)
- 3.4 Jury room, set up all connections (LAN and/or W-less), video, internet station
- 3.5 ST SPORTSERVICE Time keeping location/cabins (all connections according the service catalogue (telephone line, ISDN/ADSL)
- 3.6 Competition office, clear marking
- 3.7 Power, water, heat (responsible person has to be on side all the time)
- 3.8 Toilets (ladies/gentlemen), rest rooms for teams with fresh water for hand washing
- 3.9 Parking - teams, officials, media, VIPs, public
- 3.10 Marking, signing (one layout, approving by Race Director is mandatory)
- 3.11 Official information board, clear position and markings
- 3.12 Media/broadcast booths, phones, connections, faxes (name of the responsible person)
- 3.13 Public announcing, quality of announcer has to be approved
- 3.14 Side programme in a written form
- 3.15 Information / scoreboard
- 3.16 Video screen (to be approved by Race Director)
- 3.17 Communication (which channels will be used?)
- 3.18 Areas for competitors, media, VIPs, spectators (clear marking)
- 3.19 Ski testing tracks
- 3.20 Start, finish, relay start, handover zone, equipment control, ski marking, warm-up tracks (responsible persons)
- 3.21 Athlete clothing storage/tent or cabin for Ladies close to the finish line
- 3.22 Warm drink area
- 3.23 Access control (FIS accreditations, armbands of OC, FIS Viessmann bibs for TD, TD Assistant, National TD)
- 3.24 Places for banners for the FIS World Cup Title and Presenting sponsor and for FIS data-partners

### **4. Competition Control (Technical Delegate)**

- 4.1 Start method
- 4.2 Equipment control (competition equipment rules)
- 4.3 timing methods and systems, manual backup system

- 4.4 start times
- 4.5 monitoring, recording and results information
- 4.6 calculation / checking
- 4.7 Forerunners, prepared for all conditions
- 4.8 Information from guards on track to the Race Office/TD/ST SPORT-SERVICE staff f.e. DNF
- 4.9 Procedures after last racer
- 4.10 Result lists formats and distribution
- 4.11 Protest procedures
- 4.12 Control of the course
- 4.13 Safety
- 4.14 Injuries, first aid and evacuation
- 4.15 TD location
- 4.16 Jury meeting times and locations
- 4.17 Unofficial awards ceremony
- 4.18 Doping control
- 4.19 TDs remarks and critique

## **ORGANISATION**

### **5. Accommodation**

- 5.1 Enough rooms ordered and available
- 5.2 Quality of accommodations available
- 5.3 Costs for board and lodging
  - Standard category \*\*\* CHF 125.-/day, max. 2 persons in one room
- 5.4 Male/female - consider special needs (1 single room per team and gender)
- 5.5 Ski storage and waxing areas
- 5.6 Accommodation for FIS officials:  
TD / Ass.-TD / Press Coordinator, Race Director
- 5.7 Accommodation ST SPORTSERVICE staff
- 5.8 Accommodation Infront (former APF) staff

### **6. Reception of the Teams**

- 6.1 Transport from airport:  
Calculate that each participant brings along an average of 120 kg of goods
- 6.2 Competition office open to meet arrival teams
- 6.3 Registration method - each member or just team leaders
- 6.4 Eligibility - how will the right to compete be checked? WC - rules
- 6.5 information documents must be available at the competition office
- 6.6 Attachés, interpreters
- 6.7 Clear offers for further transport(s) and prices, than the basic transport according to the World Cup rules

### **7. Internal Transportation**

- 7.1 Quantity required - number of teams
- 7.2 Check with teams when and where transport is required (transport office, telephone number)
- 7.3 Places for pick-up and drop-off - make a bus schedule is mandatory
- 7.4 Parking places for teams with own vehicles (incl. service companies)
- 7.5 Clear information for all the teams (special accreditations needed, sticker?)

- 7.6 Transport for officials, parking for private vehicles (special accreditations needed, stickers)

**8. Awards and Social Program**

- 8.1 Official and unofficial award ceremonies - when, where, who is presenting, photo and TV possibilities
- 8.2 Clear definition of the podium, positions of photographers, control guards, responsible person
- 8.3 Responsible persons for taking care about the three bests in the individual competitions and three bests in the relay and team sprint
- 8.4 Winner press conference - place/direction/time, who is leading the press conference
- 8.5 Opening and closing ceremonies
- 8.6 Receptions, cultural events
- 8.7 Hosting of VIPs (quality)
- 8.8 Athletes presentation (room, timetable)

**MARKETING**

**9. Rights of the FIS World Cup Title and Presenting Sponsor - Marketing**

- 9.1 Is the „title sponsor“ logo on all publications, start and result lists, etc.?
- 9.2 Are the start and the finish installations prepared? Identification by Infront (former APF)/FIS.
- 9.3 Are places reserved for the three banners in prime position? Banners by Infront (former APF)/FIS.
- 9.4 Is the podium available to host the photo-ceremony? The background will be brought by APF/FIS.
- 9.5 Are the yellow bibs (4 for relay and 2 for individual events) available? Please mail logos latest 2 weeks in advance to Stalder & Partner: info@stalder-partner.ch.

**10. TV - Media**

- 10.1 Place for / and equipment in the press-center
- 10.2 Press organisation / chief of press
- 10.3 Time and place for press conferences
- 10.4 TV hostbroadcaster, present TV networks, TV-production and transmission
- 10.5 Promotion, main sponsors, data and timing service
- 10.6 TV monitor in the press area if there is no video wall
- 10.7 Activities marketing
- 10.8 Connections for photographers and journalists (approved by Media coordinator)
- 10.9 Report from the Media coverage to FIS office (30 days after the event to Media coordinator and Race Director)
- 10.10 Plans/maps of the mixed zones (approved by media coordinator 30 days before the competition)

## BOOKS AND RULES

### 11. Necessary Booklets, Documents, etc.

Available on the FIS Website: [www.fis-ski.com](http://www.fis-ski.com)

- 11.1 ICR Cross-Country version 2008
- 11.2 FIS World Cup rules 2009-2010
- 11.3 FIS Cross-Country Guide 2009-2010
- 11.4 Organizer's Guide (CD)
- 11.5 Map Antidoping facilities
- 11.6 FIS Agreement (FIS - National Ski Association - Organising Committee)
- 11.7 FIS Advertising Rules 2009-2010
- 11.8 FIS Sponsor Guide 2009-2010
- 11.9 FIS Calendar 2009-2010
- 11.10 FIS Points list 2009-2010 (FIS-Website:<ftp://ftp.fis-ski.com>)
- 11.11 FIS Medical Guide
- 11.12 Service Catalogue ST SPORTSERVICE and POLAR/RICOH (enclosure to item 11.6)
- 11.13 National Guidelines
- 11.14 World Cup Organizing Committee Manual

### 12. Invitation

12.1 The updated addresses of the National Ski Associations are on the FIS Website: <http://www.fis-ski.com>.

12.2 The following points have to be on the invitation:

- Addresses for entries and for information
- Latest time for entry
- FIS official entry forms
- Information concerning:
  - Accommodation with prices
  - Transportation
  - Waxing facilities
  - Competition programme
  - Race Office (opening times, telephone/fax numbers, e-mail address)
  - Time and place for the first Team Captains' meeting
  - Time and place of the official Prize Giving Ceremony
  - Track descriptions with profiles
  - Name of the substitute resort
- Please don't forget the logos for FIS and the World Cup title sponsor "VIESSMANN" and presenting sponsor "RAUCH" which have to appear on the invitation.
- Please don't forget to send your invitation to:
  - FIS Nordic Office, Blochstrasse 2, CH-3653 Oberhofen ([friedrich@fis-ski.com](mailto:friedrich@fis-ski.com))
  - FIS Press and Media Coordinator ([spitz@fis-ski.com](mailto:spitz@fis-ski.com)).

**EXHIBIT 3: PROVISIONAL COURSES**

**WORLD CUP Cross-Country**

The Cross-Country courses will be coordinated by the FIS Race Director.

**EXHIBIT 4: ACCREDITATION MATRIX**

**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	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X
FIS Professionals	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
FIS Committee members	X	X	X	X	X										X	X
NSA Council (President, Gen. Secr., Vice President)	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X
NSA Professionals	X			X												X
Team coach/trainer	X	X	X	X	X							X	X			X
Team serviceman*	X	X	X	X												X
Team doctor/therapist	X	X	X	X								X	X			
Team press attaché	X			X								X	X			X
TV and radio reporter/commentator						X	X	X				X	X			
TV and radio technicians						X	X	X								
Press A (news agencies, big newspapers, special journalists)									X		X	X	X			
Press B (local newspapers, internet journalists)									X			X				
Photographer A1**										X	X	X	X			
Photographer A2**										X	X	X				
Photographer B**										X		X				
Data-/Timing service providers	X	X	X	X	X	X	X	X				X	X	X		
Industry (equipment company serviceman and representatives)	X			X								X				
Agencies (advertising, sports + TV-rights marketing)	X		X	X	X			X				X	X		X	
Technical suppliers (airfence, videowall, video measuring, etc.)	X		X	X	X			X				X	X		X	
Sponsor&partners (representatives)															X	X
Observer (WSC organising committees, others)	X			X	X			X				X	X			X
Special guest (FIS and NSA Guest)																X

\*entered on entry form by NSA or company servicemen on list, supplied by FIS

\*\*see FIS priority list on FIS website, section Marketing/PR

## **EXHIBIT 5: FIS INDIVIDUAL EVENT ACCREDITATION APPLICATION FORM**

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

### **TO BE INSERTED IN THE LOCAL ACCREDITATION APPLICATION FORM AS AN OPTIONAL PART TO BE APPLIED TO PERSONS WHO ARE NOT BEARERS OF A FIS SEASON ACCREDITATION OR, ALTERNATIVELY, IN A SEPARATE FORM TO BE FILLED IN BY THE SAME:**

The undersigned person who is not bearer of a valid FIS season accreditation has applied for an accreditation for the **“VIESSMANN” FIS World Cup Cross-Country**, to be issued by the [LO]. (This 1<sup>st</sup> paragraph is needed only if the following text is not included in the local accreditation application form as additional part to be filled in).

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

- 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 ad hoc accreditation and its clearance is a condition for a valid accreditation at the [EVENT] but does not replace the accreditation issued by [LO] 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 [LO], 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, [LO], 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 [LO] 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 which are in conflict with legitimate activities authorised by FIS and/or the [LO] (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 ad hoc accreditation.

Any issue related to the application, grant, denial, withdrawal, validity or content of a FIS ad hoc 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 ad hoc 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

## **EXHIBIT 6: FIS WORLD CUP SPONSOR GUIDE**

SPONSOR GUIDE is the document issued by FIS that defines the provision of services for the FIS WORLD CUP CROSS-COUNTRY title and presenting sponsors as well as Data and Timing Partner for the season 2009-2010.

The following text, supported with visual images, can be downloaded from the FIS Website:

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

## **EXHIBIT 7: FIS WORLD CUP LOGO / FIS CORPORATE IDENTITY**

### **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 World Cup Cross-Country
  - **„Viessmann“ FIS World Cup Cross-Country presented by “Rauch”**
- 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 with the title and presenting sponsor
- Site and region

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

- Event sponsors
- FIS World Cup logo with the title and presenting sponsor
- 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 World Cup Sponsor Guide
- 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:

### **FIS International Ski Federation**

Blochstrasse 2

CH- 3653 Oberhofen

Phone: +41 (0) 33 244 61 66

Fax: +41 (0) 33 244 61 71

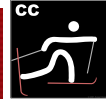
e-mail: [ojanen@fisski.com](mailto:ojanen@fisski.com)

website: [www.fis-ski.com](http://www.fis-ski.com)

## EXHIBIT 8: TIMING & DATA TECHNICAL REQUIREMENTS



SERVICE CATALOG



### *FIS World Cup Cross Country Skiing (CC)*

#### **SWISS TIMING OBLIGATIONS**

By the service catalog description, Swiss timing will deliver the following items to FIS, the Organizers and Broadcasters:

#### **1. EQUIPMENT**

##### **1.1. Timing System Cross Country**

- 6 start gates (sprint) plus 1 back up
- 1 start gates (single start) plus 1 back up
- 4 start time displays
- Timing equipment for intermediate times and pre-timing
- Following features are available for each intermediate timing point: transponder-based timing system, transmission electronics unit, INTERCOM speaker connection. A transponder-based timing system and a transmission electronics unit are available for each pre-timing point. Up to 10 transponder-based timing points can be installed. The setup is as follows:
  - Individual races: 4 intermediate timing points incl. pre-timing points
  - 1 finish timing point incl. pre-timing point
  - Mass start / relay: 7 intermediate timing points and 1 finish timing point
- 120 pairs of active transponder
- Double light beams and two independently and parallel working timing units for the finish time record
- Control video camera for the finish
- 2 photo finish cameras (resolution: 1/1000sec)
- Online interface to the data distributor
- Harddisk- Rekorder (4-CH) for video control sprint – Video of Hostbroadcaster respectively separate camera from OK – synchronized with timing
- 7 radio equipments (+3 additional for the tour de ski)

##### **8.1 Data Service**

- Data distributor
- Online interfaces to timing system, scoreboard, TV graphics system and commentator information system
- Online interface to live Internet results
- Results PC with laser printer to produce all lists required by the FIS (in English)
- Scoreboard control PC

- Displays the result of an athlete incl. current ranking and time behind the leading athlete. Start and total results lists.
- Draw software incl. notebook, printer, Internet connection

**8.2 TV Graphics System to produce online TV graphics for the World feed (in English)**

Available information in FIS layout:

- Track profiles
- Intermediate times, time behind and rankings at intermediate timing points
- Current athlete in comparison to reference athlete
- FIS World Cup points and standings

**8.3 Commentator Information System (CIS) with 14 terminals (Tour des Ski approx 10 CIS add.)**

Available information:

- General competition information
- Start lists, intermediate results, final results, FIS World Cup standing
- Intermediate times, time behind and rankings at intermediate timing points (Cross Country)

Locations:

- 1 CIS terminal at the Competition Management / Jury
- 1 CIS terminal for the announcer
- 2 CIS terminals at the OB van location
- 2 CIS terminal at the finish / coaches area
- 8 CIS terminal for commentators (Tour des Ski approx 10 CIS add.)

**2. STAFF**

- 6 ST staff members (with sprint competitions: 7)
- 4 ST staff members system setup team Tour de Ski

The organizer shall provide the following:

**2.1 Board and Lodging**

- Accommodation (single rooms with shower/WC, international standard) and full board for 6 (with sprint competitions: 7) ST service team members.
- Accommodation for a separate system setup team, if the FIS Calendar schedule (Tour de ski) requires a separate system setup team (SWISS TIMING will inform the organizers on time.)
- The accommodation of the FIS service team should be in the FIS hotel or in a hotel of international standard nearby the venue (maximum travel time 20 min).

## 2.2 Volunteers

- Support by 4 volunteers for 3 hours each on the installation day (the day before the first training) and the venue shutdown day (shutdown starts about 1 hour after the last competition).
- 15 volunteers to support the timing. They should have some Computer knowledge (1 starter, 2 for the transponder distribution, 2 for the transponder return, up to 10 for the manual backup – depending on the number of intermediate timing points).

## 2.3 Modem and telephone connection

- The FIS World Cup organiser shall provide a separate DSL connection or LAN cable and one additional international telephone line incl. telephone free-of-charge in the data centre and one in the graphic mobile. The lines need to be available from the arrival day on.
- In addition, an internet connection DSL or LAN should be available at the location of the team captain’s meeting in order to email start lists.

## 2.4 Skidoos

- Daily provision of a Ski Doo (incl. driver) for the setup of the intermediate timing points
- The Ski Doo needs to be available at least 2 hours prior to the event start.

## 2.5 Contact person

- The FIS World Cup organizer shall give to Swiss Timing the name and phone number of the person in charge for:
  - Transportation
  - Race office / TC meeting
  - Cables installation

## 2.6 Swiss Timing contact person

Ulf Seehase

Email: [seehase.u@st-sportservice.com](mailto:seehase.u@st-sportservice.com)

Phone Office: +49-341-4621 343 (Mobile +49-173-8876 814),

Fax: +49-341-4621 400

## 2.7 Transportation costs

- The transport costs of technical personnel and necessary material, till the parking lot next to the venue is at Swiss Timing charge

### **3. TECHNICAL REQUIREMENTS**

**The local organizer shall be responsible for the provision of the following:**

#### **3.1 Timing centre**

- Main power supply (220 V, 2 x 16 A, separately fused)
- Heated room (at least 8 x 3 m or standard Euro container) with two desks of 4 x 1 m each for PC / printer and the timing equipment with look to the finish line
- 8-wire connection to all intermediate timing points; the line needs to be operational upon arrival of the SWISS TIMING service team.

#### **3.2 Equipment storage room**

- Power supply (220 V, 16 A, separately fused)
- Heated room (at least 8 x 3 m or standard Euro container)

#### **3.3 Host broadcaster requirements:** (location of the SWISS TIMING graphics van)

- Main power supply (220 V, 16 A, separately fused)
- Provision of a Black burst signal (from the OB van to the graphics van)
- Provision of a broadcast feed and the necessary TV camera pictures
- Installation of an Intercom connection between the OB van (director) and the graphics operator in the SWISS TIMING graphics van

#### **3.4 Miscellaneous Requirements**

- Commentator cabins with power supply (220 V, 16 A)
- The organizer is responsible for the print distribution service.
- The organizer shall ensure that no cables such as high voltage current lines, power supply lines, telephone lines, TV cables, motors of rail-mounted cameras, etc. are laid out within 7 meters of the finish line.
- No TV antennas within 7m of the data center and the finish line
- 2 monitors and 2 video recorders shall be available in the FIS Jury room to record and evaluate the competition.
- If the event is run in the evening, the finish line needs to be lighted appropriately (at least 1000 Lux).
- In an immediate proximity of the timing centre no loudspeakers should be built up.

## 4. OPTIONAL SWISS TIMING SERVICES

### 4.1 Commentator Information System (CIS)

- Additional SWISS TIMING CIS terminals are available.
- Additional CIS terminals need to be ordered in writing 1 month prior to the event.
- If more than 10 CIS terminals are ordered, an additional SWISS TIMING technician is necessary.

### 4.2 Intermediate Timing Points

- Additional intermediate timing points can be set up. The request for proposal and the written order should be made to SWISS TIMING at least 1 month prior to the event.
- If more than 3 additional intermediate timing points are ordered, an additional SWISS TIMING technician is necessary.

### 4.3 Speed measurement

- Speed measurement points can be installed upon request.
- This item needs to be ordered from SWISS TIMING at least one month prior to the event.
- If more than 2 speed measurement points are ordered, an additional SWISS TIMING technician is necessary.

### 4.4 Additional graphics feeds, virtual graphics

- Further graphics systems can be included in the system. This item needs to be ordered at SWISS TIMING at least one month prior to the event.

### 4.5 Additional events (school or mass events etc.)

- SWISS TIMING can provide the service for any such events, if the scheduling of the World Cup Calendar allows
- Exact requirements, request for proposal and order have to be communicated to SWISS TIMING at least one month prior to the event.

## 5. ANNEX

- Frequencies transponder technology
- Drawings Finish construction and intermediate timing points

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**SWISS TIMING LTD**  
A COMPANY OF THE **SWATCH**

P.O. Box 138, rue de l'Envers 1  
CH-2606 Corgémont, Switzerland  
[www.swisstiming.com](http://www.swisstiming.com)

Phone +41 32 488 36 11  
Fax +41 32 488 36 09  
info@swisstiming.com

## **EXHIBIT 9: DOPING CONTROLS AND FACILITIES**

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, Ski Jumping, Nordic Combined, Free-style 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.

**FIS.B LONGITUDINAL HEMATOLOGICAL PROFILING (BLOOD TESTING)**

**FIS.B.1/B.6** A specialist Agency appointed by FIS will carry out the blood testing. Their fees, equipment and travel costs are paid by FIS, whilst the Organising Committee is responsible for providing accommodation and meals for three to four persons from the agency. These will be the same personnel who are carrying out the in-competition testing.

**FIS.B.6.1 Location and facilities**

The Blood Testing Station requires a separate room for the blood drawing containing, if possible, a lockable refrigerator, one table and two chairs, and an additional secure and lockable room with electricity and a room temperature between +15 to 28 degrees C for the analysis of the blood Samples that can only be accessed by the qualified expert.

Where possible the blood testing should take place in the same facility as the doping control station. One room shall have internet access available.

**FIS.B.6.2 Blood Collection Officials**

The Organiser is required to organise and cover any related costs for two qualified Blood Collection Officials (nurses) for Cross-Country and Nordic Combined events and one qualified Blood Collection Official for Alpine and other events. They should be able to communicate in English and will be required to meet with the coordinator from the appointed specialist Doping Control Agency prior to the blood testing in order to go through the procedures thoroughly.

In addition, six to eight Chaperones (twelve for sprint races) are required to accompany the athletes from the appointed announcement place to the blood testing station. (If urine testing is also taking place these may be the same chaperones as foreseen under art. FIS.C.3.5.)