

THE RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE CHANCES OF WINNING. VOID WHERE PROHIBITED.

FOR UNITED STATES RESIDENTS ONLY: THESE TERMS AND CONDITIONS CONTAIN AN ARBITRATION AGREEMENT, WHICH REQUIRES THAT FOR US RESIDENTS ALL DISPUTES BE RESOLVED SOLELY BY BINDING ARBITRATION, AND US RESIDENT PARTICIPANTS AGREE TO ONLY PURSUE CLAIMS AGAINST THE RELEASED PARTIES (AS DEFINED BELOW) AND/OR SEEK RELIEF ON AN INDIVIDUAL BASIS, AND US RESIDENT PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT, OR AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

INTRODUCTORY ARTICLE: LET'S MOVE STREET CHALLENGE

The LET'S MOVE STREET CHALLENGE is an amateur video contest (the "LMSC" or the "Contest") within the "Let's Move" initiative organized by the International Olympic Committee (the "IOC" or the "Organising Body"), a private not-for-profit international organisation, registered under the laws of Switzerland, whose registered headquarters are located at Maison Olympique 1007, Lausanne Switzerland.

The aim of these rules, including any appendices, (collectively the "Rules") is to set out the terms and conditions governing any participation in the Contest.

This Contest covers three urban sports that are already integrated in the Olympic sport programme for the Olympic Games Paris 2024, namely *BMX*, *Skateboarding and Breaking*.

1 ARTICLE 1. OBJECT

- 1.1 Entry to the Contest is free of charge and not conditional on the purchase of any goods/ services from IOC or any third parties.
- 1.2 Participants require access to the internet in order to participate in the Contest. The Organising Body will not cover any costs associated with a Participant obtaining internet connection or uploading or downloading data.
- 1.3 The Contest platform, where Participants can submit their contest video (the "Video"), is accessible on the Internet at the following address: www.olympics.com/lets-move/street-challenge (the "Platform").
- 1.4 For submissions by residents of People's Republic of China (excluding Hong Kong, Macau and Taiwan): (1) additional China-specific terms and conditions apply, which may be accessed here;



, and (2) Participants must first submit their Video via the WeChat platform (the "WeChat Platform"), subject to specific terms. Videos from residents of People's Republic of China (excluding Hong Kong, Macau and Taiwan) that have successfully been submitted on the WeChat Platform and that are compliant with the present Rules will be transferred to the Platform to enter the Contest. The Organising Body will work alongside third parties to help organize the Contest (collectively the "LMSC Organisers").

- 1.5 The Contest will run from 00:01 CET on 23/09/2023 until 23:59 CET on 22/10/2023 (the "Entry Period"). Any entries received outside of the Entry Period shall be automatically rejected.
- 1.6 As permitted by applicable laws, the Organising Body reserves the right in all cases to shorten, extend, modify, postpone or cancel the Contest or certain of its stages at any time if circumstances so require and without payment of any compensation to anyone. The Organising Body shall not be held responsible as a result of such circumstances where they result from matters outside the Organising Body's control..
- 1.7 A copy of these Rules shall be available for the duration of the Contests at https://olympics.com/en/lets-move/street-challenge/rules. By participating in the Contest, each Participant, and Voters (as defined in article 7 below), unconditionally accepts and agrees to comply with and abide by these Rules and any decisions of the Organising Body and/or LMSC Organisers.

These Rules should be read in conjunction with the privacy policy ("Privacy Policy") https://olympics.com/en/lets-move/street-challenge/privacy-policy

2 ARTICLE 2. CONDITIONS OF PARTICIPATION

- 2.1 The Contest is organized in Switzerland and participation is open to all eligible Participants worldwide where entry, participation, and receipt of Prizes are permitted by applicable laws. In compliance with Chinese laws, for residents of People's Republic of China (excluding Hong Kong, Macau and Taiwan), submissions must take place via the WeChat Platform.
- 2.2 To be eligible for entry into the Contest, the following requirements must be met. A person fulfilling all criteria is a "Participant". A person who doesn't fulfil all criteria will not be eligible to enter the Contest and any entry made by such person will be disqualified:
 - (i) the Participant must be at least 13 years of age, subject to the age limits applying in certain territories to obtain an Olympic ID as mentioned in article 2.2 (iv). Any Participant that has not reached the age of 18 years old (or the age of majority under applicable laws and regulations in his/her country of residence) must hold authorization from their parent or legal guardian to enter the Contest (please refer to article 2.4 below for further information). Where applicable law prohibits persons below a certain age from participating in this Contest, such persons shall not be eligible;
 - (ii) the Participant must not be a professional athlete in the sport for which they have submitted an entry;



- (iii) the Participant must respect the Olympic values of excellency, friendship and respect;
- the Participant must have created a user profile on the Platform (the "User Profile") by using their Olympic ID account, save for Participants residing in People's Republic of China (excluding Hong Kong, Macau and Taiwan), that submit their Video via their WeChat account. To register for a free Olympic ID, a Participant must visit olympics.com by following the link provided on the competition page, complete the registration form, and accept the applicable terms. Please note that in certain countries, different minimum age requirements may apply to create an Olympic ID (see the age limitations here) https://olympics.com/en/age-consent.

The Participant must not be prohibited from participating in the Contest according to any applicable laws or regulations of their country of residence or Switzerland.

- (v) The criteria for the Videos to be submitted are described in more detail in articles 3 and 4 below.
- 2.3 Any incomplete or incorrectly completed registration form or any false declaration (e.g. as to identity, age, address, country) may result in the Participant being disqualified from the Contest without prior notice to the Participant at whatever stage of the Contest, even if they have been chosen as an Award Winner (as defined in article 3 below).
- 2.4 Any Participants who have not reached the age of 18 years old (or the age of majority under applicable laws and regulations in their state, province, country or other jurisdiction of residence if higher) at time of entry (a "Minor"), must obtain the consent of their parent or legal guardian before completing necessary registration processes and participating in the Contest. The parent or legal guardian of a Minor consents to the Minor's registration for and participation in the Contest and agrees to these Rules on behalf of the Minor. The Organising Body reserves the right to request proof of such consent and may disqualify any Minor who is unable to provide such proof on request.
- 2.5 By entering the Contest, each Participant confirms that they meet the eligibility requirements set out above and are eligible to claim any Prize (as defined in article 6) that they may win. The Organizing Body reserves the right to verify the identity of the Participant and that the Participant has successfully fulfilled the eligibility criteria set out in article 2.2 above. The Organizing Body may therefore request additional information from the Participant in order to complete the verification process such as for example proof of residence or identity.
- 2.6 In addition to persons who do not meet the conditions set out in the Rules, the Contest may not be entered by IOC personnel, any personnel of an Organising Committee or any entity of the Olympic Movement (as defined in the Olympic Charter), persons accredited to the Olympic Games Paris 2024, and any individual or entity directly or indirectly involved in the conception, carrying out or management of the Contest, including the third-party service providers, their officers, directors, employees and affiliates, and members of the families or households of all such individuals.

3 ARTICLE 3: CONTEST PHASES

Registration and Entry Submissions

3.1 The Participant must first register online for a free Olympic ID by visiting the link provided on the competition page, completing the registration form and accepting the applicable terms.



- 3.2 The Participant must then use their Olympic ID to create a profile on the Platform under which they will submit their Video. For residents of People's Republic of China (excluding Hong Kong, Macau and Taiwan), registration is conducted via WeChat Platform.
- 3.3 The Participant must fill in all mandatory fields requested on the Platform. The Participant must register in their own name as written on their passport or any other official identification document. False identities are not accepted. Notwithstanding, the Participants have the option to additionally include their nickname.
- 3.4 In order to participate, each Participant is required to create a Video in one or more of the Award categories set out below, and upload it to the Platform. If a Video is not successfully uploaded to the Platform, the Video will not be considered for the Contest. The Organising Body cannot be held responsible as a result. Videos must be provided in AVI, MOV or MP4 format and must not exceed 200MB in size.
- 3.5 The Video will be reviewed and once it has been approved to be compliant with these Rules it will be published on the Platform together with the Participant's (nick)name and nationality. Notwithstanding, the Organising Body reserves the right to remove any Video at any time on the Platform if it appears that the Participant responsible for the video has not complied fully with these Rules in any way.
- 3.6 The Participant will be notified via email in the following cases:
 - once the Video has been successfully uploaded and received by the Organising Body and/or the LMSC Organisers; and
 - once the Video has been successfully approved and uploaded to the Platform; or
 - if the Video has not been approved due to it not complying with the Rules. The reasons may be included in the email and participants will be afforded the opportunity to correct the issue and re-submit the Video where possible during the Entry Period.

The process will differ for residents of People's Republic of China (excluding Hong Kong, Macau and Taiwan), who will first upload their Video on the WeChat Platform and eligible Videos will be uploaded on the Platform by the Organising Body and/or the LMSC Organisers.

Award Categories

- 3.7 The judging portion of the Contest consists of a total of twenty-one (21) awards (across the three sports mentioned above), divided into 18 sports performance awards and three (3) creative awards, as follows:
 - (a) Sport performance awards: There are a total of 18 sport performance awards. Women and men shall compete in different awards. Each Video will be judged by an independent panel of judges (the "Judging Panel") based on the Participant's performance against the judging criteria set out in Appendix 1. The list of sport performance awards is as follows:

BMX

- 1. BMX Freestyle Park women
- 2. BMX Freestyle Park men
- 3. BMX Real Street women
- 4. BMX Real Street men
- 5. BMX Dirt women
- 6. BMX Dirt men

Skateboarding

7. Skateboarding Park women



- 8. Skateboarding Park men
- 9. Skateboarding Real Street women
- 10. Skateboarding Real Street men
- 11. Skateboarding Street Park/ Plaza women
- 12. Skateboarding Street Park/ Plaza men

Breaking

- 13. Breaking Round women
- 14. Breaking Round men
- 15. Breaking Power Moves women
- 16. Breaking Power Moves men
- 17. Breaking Footwork women
- 18. Breaking Footwork men
- (b) <u>Creative awards</u>: There are a total of three (3) creative awards which apply to all three (3) sports (i.e., BMX, skateboarding and breaking). No distinction is made between gender and all Participants shall compete in the same award category. The Video will be judged based on the creative merits of the content as per the judging criteria for the particular creative award category set out in Appendix 1 and will not be based on sports performance. The creative are as follows:
 - 1. Street culture
 - 2. Best video editing
 - 3. Most surprising video
- 3.8 In addition to the twenty-one (21) sports performance and creative awards, Participants may be voted "fan favourite" by fans in their respective sport in the Fan Favourite Video category (the "Fan Favourite Video") please refer to article 7 below for further details). No prize is awarded in regards to this category.
- 3.9 The content of the Video submitted must comply with and be relevant to the sport and/or award for which the Participant is competing, including any requirements regarding the playground and equipment (Appendix 3), if applicable. It is the sole responsibility of the Participant to submit the Video in accordance with these Rules, including but not limited to registering for the correct sport and/or award.
- 3.10 A Participant may only submit one Video per sport (i.e. a maximum three (3) Videos in total, one for each of BMX, Skateboarding and Breaking) but may submit the same Video in both a sport performance and a creative category. This means that one Participant may win up to six (6) awards in total.

Selection and notification of Winners

- 3.11 The winners of an award (collectively the "Award Winners") shall be determined as set out above. Only Award Winners may win a Prize (as described in article 6 below).
- 3.12 The Award Winners will be announced at an online award show that will take place on the Platform on 12th of November 2023 (the "Award Show") and which may be viewed by all with a prior Olympic ID registration. The final list of Award Winners and ranking list of the 20 best performances per category will be published on the Platform after the Award Show and will be available on the Platform for a period of one (1) month after the date of the Award Show.
- 3.13 By entering the Contest, the Participants consent to their Video, name and place of residence being published if they are designated an Award Winner. The list of winners will remain available on the Platform for one (1) month.



- 3.14 After the results of the Award Show are announced, the Organising Body (or a third party authorised to act on its part) will contact the Award Winners by email that have won a Prize, save for residents in China (excluding Hong Kong, Macau and Taiwan) where Prize Winners will be contacted by WeChat notification and mobile phone (hereinafter "Prize Winners"). The Prize Winners will receive instructions and will be required to provide contact details in order to claim and receive their Prize.
- 3.15 Please refer to article 6 below for further information regarding the Prizes.

4 ARTICLE 4: CONDITIONS FOR VIDEO VALIDITY

- 4.1 In addition to all other conditions of these Rules, to be eligible, a Video must:
 - a) Not exceed thirty (30) seconds in duration;
 - b) Comply with current Internet practices in force and must not undermine public decency. The Video will be disqualified if it:
 - is vulgar or offensive in character;
 - contains landmarks or famous buildings;
 - includes any material in which copyright or other intellectual property rights are owned by a third party, including without limitation music that is not from the Music Catalogue (as defined below);
 - includes messages of a political or religious nature;
 - contains elements that directly or indirectly promote hatred, discrimination, violence, racism or pornography;
 - in contradiction to current laws in force;
 - is contrary to public decency and/or public order and/or morality;
 - is contrary to the Olympic values of excellency, friendship and respect;
 - features any elements subject to intellectual or industrial property rights, such as an original work, a trademark, a registered model, etc.;
 - includes any advertising, sponsorship, product placement or brand identification of any kind including without limitation, any brand/identification of any form featured at any location and/or on any Participant or piece of equipment, unless appearing only incidentally and in a minimized way;
 - is not appropriate for viewers of all ages;
 - does not comply with the Platform terms of service;
 - presents content which is in any way violent, degrading, dangerous and/or shocking;
 and / or
 - incorporates a logo, watermark or any graphic integration referring to a brand.

The determination of whether or not a Video is deemed to fall within the above list shall be made by the Organising Body, acting reasonably. The Organizing Body and LMSC Organizers reserve the right in their sole discretion to remove Videos in the event that a takedown request or claims of infringement are alleged or received, or if the Organizing Body or LMSC Organizers reasonably suspect infringement.

If the Video contains music, the music must have been selected from the music collection specifically provided for this Contest listed in the catalogue available on the Platform (the "Music Catalogue"). Before submitting the Video, Participants will need to download the music from the Music Catalogue and integrate the music into the Video. For the avoidance of doubt, music is not mandatory for a Video to be eligible for the Contests.



- 4.2 Registration and participation in the Contest are subject to the Participant's unreserved acceptance of these Rules and their agreement to the following:
- Each Video shall be an original creation and must not infringe the rights of any third party. The
 Participant must have all rights and authorisations in the Video necessary for participation in
 the Contest and for the grant of rights set out at Article 5 of these Rules;
- b) Participants shall disseminate the Video only in accordance with Article 4.4 and shall not use their Video for any promotional or commercial activity, including without limitation in association with any competitor of any IOC top partner; a list of such partners can be viewed here: https://olympics.com/ioc/partners
- c) the entry Video may not feature any identifiable individual other than the Participant (and where the Video has been shot in a public place, those individuals appearing in the background in an incidental manner without such individuals being identifiable);
- d) Each Participant shall take all reasonable personal safety protections. Depending on the discipline and the age of the Participant, the use of a helmet may be a mandatory condition for the Contest (please refer to Appendix 3 for further details regarding equipment required for participation in particular events). Each Participant shall take out necessary insurance related to the practice of their discipline with a reputable company to cover all risks associated with the making of the Video for the Contest (including, in particular, public liability, for any equipment, accident or illness);
- e) Participants acknowledge that the "Olympic Properties" (as defined by the Olympic Charter and as periodically updated), including the Olympic symbol, emblem(s), trademark(s), theme(s), logo(s), mascot(s) or other designation(s), are the sole and exclusive property of the IOC and Participants shall not use or authorise the use of any of the Olympic Properties in their Video(s). Further, Participants will not engage in, or facilitate, any attempt (whether intentional or unintentional) to create a false or unauthorised association (whether direct or indirect) with the Olympic Properties. Any use of Olympic Properties by Participants in their Video(s) submission must be removed immediately following a request to do so from the Organising Body or any of the LMSC Organisers. Candidates also agree that they shall not be granted any marketing rights or any right of association, in any way, with the IOC, the International Paralympic Committee ("IPC") and/or the Olympic Movement.
- 4.3 During the period of the Contest and until after the Award Show, the Video must be used exclusively and solely in relation to the LMSC.
- 4.4 It is in the Participant's interest to circulate their Video and their participation in the Contest to attract internet users and gain their votes which may be helpful to the final rankings for the Fan Favourite Video. The Participant may share or upload their Video directly onto one or more social media platforms and may direct Internet users and fans to their Video hosted on the Platform to encourage them to vote for it. Participant must not encourage or enable anyone to breach the Voting Rules set out in Article 7 below. The Contest is in no way endorsed by or associated with any social media channel and it is the Participant's sole responsibility to ensure that the Video complies with any community guidelines associated with any social media channel on which the Video may be shared. Furthermore, the Video(s) shall only be shared on the Participant's personal account on social media channel (and not on any third party's account) and, where applicable, using the hashtag(s) indicated by the Organising Body and/or any of the LMSC Organisers (i.e. #letsmove and #streetchallenge).
- 4.5 Each Participant undertakes not to engage in any behaviour which endangers their life or that of others, or which may cause injury (serious or not) to their own physical health or that of others,



or which encourages dangerous behaviour, or which is contrary to the laws in force in connection with their participation in the Contest. It is understood that the Organising Body accepts no responsibility in the event of non-compliance with this commitment. Each Participant agrees to comply with all applicable laws and regulations enforceable in their country of residence.

- 4.6 It is understood and agreed by the Participants that the Organising Body cannot be held responsible in the event of injury to a person during practice for or filming of a Video for the Contest. The Participant expressly acknowledges being aware and fully informed of the risks associated with the sport and/or discipline they are practicing. In particular, the Participant acknowledges and agrees to assume full responsibility for any and all losses of, and/or damages to, their personal property, or any personal property belonging to a third party, and (physical and mental) integrity (including death, injury, incapacity and/or other harm) that one may suffer while practicing for, or in connection with the recording of, the Video. However, nothing in this Article e or agreement shall exclude the Organising Body's liability for death or personal injury resulting from negligence of the Organising Body. Accordingly, the Organising Body strongly encourages Participants to take out necessary insurance related to the practice of their disciplines with a reputable company to cover all risks associated with the making of the Video for the Contest (including, in particular, public liability, for any equipment, accident or illness).
- 4.7 Arranging insurance cover and ensuring the safety of the Participant during filming of the Video are the sole responsibility of the Participant and the Organizing Body shall accept no liability where a Participant fails to take such action.
- 4.8 Any video presenting a Participant who does not respect any compulsory rules regarding equipment, or any other conditions herein will be disqualified.

5 ARTICLE 5: LICENCE OF VIDEO INTELLECTUAL PROPERTY RIGHTS AND AUTHORIZATION TO USE IMAGE RIGHTS

- 5.1 The Participant hereby grants to the Organising Body, including any third parties authorized by the Organising Body, a licence on a non-exclusive, worldwide, non-revocable, free of charge basis to use the Video(s) submitted, reproduce the Image Rights and the Participant Content in connection with the Video(s) submitted and/or this Contest, for any purpose (including, without limitation, commercial, publicity and/or marketing) in the context of, or in connection with, the LMSC and/or for, or in connection with, the promotion of the Olympic Movement and/or the Olympic values, for the duration of the related intellectual property rights (copyright, droit d'auteur, trademarks, etc.) as regards the Participant Content, and for a duration of ten (10) years tacitly renewable as regards the Image Rights (such licence in relation to Image Rights shall renew for subsequent ten year periods unless the authorization to use and reproduce such Image Rights is withdrawn at the expiration of the initial 10-year period or of a subsequent 10year period). The Participant herewith acknowledges and agrees that the visibility/publicity that he/she obtains from the licensed use of his/her Video by the Organising Body constitutes an equitable remuneration for such use and that the Participant is not entitled to any further remuneration in this regard.
- 5.2 For residents of Mexico, the right to participate in the Contest shall be deemed consideration for the licence of intellectual property rights.



- 5.3 "Image Rights" include the name, surname, nickname, voice, signature, autograph, likeness, characteristic, performance, picture, logo, biographical materials, statements and/or similar personal qualities of the Participant.
- 5.4 "Participant Content" means all Participant's intellectual property rights which subsist in the Video submitted by that Participant.
- "Moral Rights" mean any rights to claim authorship of any Participant Content, to object, or to prevent the modification of any Participant Content, or to withdraw from circulation or control the publication or distribution of any Participant Content, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a Moral Right.
- 5.6 This licence provided by the Participant to the Organising Body includes the following rights:
 - a) the rights of reproduction: the right to download and reproduce, in full or in part or not at all, the Video(s) provided by the Participant to take part in the Contest. The reproduction rights include:
 - a. the right to reproduce and authorize any third party to reproduce the Video;
 - b. the right to store and archive by any known or unknown technical process, on any medium and/or means in particular paper, optical, magnetic, digital, computer or electronic media;
 - b) the right to organize the Video(s) in an analogue or digital database or photo/video library as well as on any object;
 - c) the right to make unlimited copies of all or part of the Video(s) in any formats and media known now or in the future;
 - d) the total or partial temporary or permanent downloading of the Video(s), in particular to any terminal or device capable of playing videos (computers, tablets, smartphones, etc.) via electronic communication networks known now or in the future;
 - e) the right to use the Participant's name, likeness, any distinctive marks, sign (i.e. their Image Rights) and/or brand belonging to the Participant;
 - f) The reproduction rights also include the right to modulate, digitize, compress, decompress and store all or part of the Video(s) in computer memory, with a view to their storage, transfer or utilisation. In this context, the Participant authorizes all compaction, compression or other techniques necessary for formatting the Video(s), their storage or their transfer from technical platforms due to possible alterations;
 - a) the right of representation: the right to represent, have represented or authorize a third party to represent the Video(s) in any media whatsoever by any means and/or medium or format including electronic, digital, computer, telematics, telecommunications and electronic communication, to the general public or to specific categories of audience, at the Organising Body's sole discretion;
 - b) the right of adaptation: the right either directly or via any third party to adapt, evolve, transform, modify, retouch, carry out new developments, create derivative works from the Video(s), mix, modify, assemble, transcribe, create montages, condense, expand, modify the framing, the colour, play with shapes, modify the formats, insert elements (e.g. logos), in one or more cases, the right to associate the Video(s) or integrate them in whole or in part in any other work or product including databases, multimedia products, websites, mobile applications etc., including all elements, comments, slogans, captions, texts, etc. as well as



- make available for free circulation and distribution to the general public and/or any specific audience;
- c) the right to communicate to the public all or part of the Video(s) via any means and/or medium or format, including on electronic communication networks, such right to include but not be limited to: the right of streaming, distribution, total or partial downloading, both for a temporary and/or permanent period of time;
- d) the right of distribution, broadcast, promotion and advertising: the right to distribute, broadcast, promote and market, and to authorize a third party to do so, in relation to the Video(s) with no restriction and at no charge on a worldwide, perpetual, non-revokable, royalty free basis, in whole or in part, by any process and on any medium or format, known now or in the future without any limitation; and
- e) the right to assign or grant to any third party in whole or in part, in any media and/or format whatsoever now known or in the future the Video(s) in whole or in part, with no restriction, temporarily or permanently and at no charge on a royalty free basis.
- 5.7 This non-exclusive, worldwide, non-revokable and royalty free licence further includes the right of the Organising Body to grant sublicenses:
 - a) to its subcontractors
 - b) to its sponsors, including but not limited to top partners, and
 - c) to LMSC Organisers of the Contest

upon terms which may be determined at the sole discretion of the Organising Body.

- 5.8 For all the aforementioned rights, included are the modes of utilisation by all vectors, media, social networks, techniques of communication media (POS advertising, poster, leaflet, Internet banner, commercial documentation, magazine, etc.), advertising campaign, of any kind, known or unknown, and in particular direct or indirect broadcasting by any electronic means, by telecommunication, by any television service or any electronic communication network (radio, cable, satellite, Internet, intranet, radio, etc.) fixed or mobile, all kinds of media including paper, electronic, magnetic, optical, computers, digital tablets, smartphones, memory cards, USB sticks, physical or virtual servers, cloud, including reproduction on any object, matter or materials.
- 5.9 It is understood that the Organising Body will always be free to commercialize the advertising spaces of its websites and in particular the spaces before and after broadcasting of the Videos (for the duration of the licences granted). The said spaces will have a duration and format decided by the Organising Body alone and all income generated by the marketing of these spaces will remain the property of the Organising Body without the latter having to make any repayment whatsoever to the Participant in this regard.
- 5.10 All the rights defined above correspond to the rights necessary for the Organising Body to promote the Contest and to allow the widest possible reach of the Contest and its Participants and Videos.
- 5.11 The Participant warrants, acknowledges and agrees:
 - a) that they are the author of the Video(s) and/or that they have received all necessary authorisations necessary for the grant of rights specified herein;



- b) that the Video(s) submitted by the Participant within the framework of the Contest is an original creation and is legally available and not encumbered, in any capacity whatsoever, partially or totally, directly or indirectly, by rights of third parties; is not subject to any dispute, action or claim and guarantees its free, unencumbered use by the Organising Body, its LMSC Organisers and/or its rights holders in accordance with the terms specified herein;
- that the Organising Body, its LMSC Organisers and/or its rights holders may reproduce the Image Rights and the Participant Content in connection with the Video(s) submitted for the Contest; and
- d) that if they are aged less than 18 or a Minor at the date of submitting their entry, their parent or legal guardian has read, understood and agreed to these Rules, and they hold authorization from their parent or legal guardian to participate in this Contest;
- e) to indemnify the Organising Body, its LMSC Organisers and/or its rights holders against any opposition or action or claim as a result of the Video submitted during the Contest.
- 5.12 The Participant also hereby waives and agrees that they will never assert any and all Moral Rights that they may have in or with respect to any Participant Content/the Video(s), otherwise as may be specified within these Rules.
- 5.13 Each Participant expressly hereby authorizes the Organising Body (or a third party authorised to act on its part or a LMSC Organiser) to use their Image Rights, in order to disclose the list of the 20 best performances per category and the final list of Award Winners on the Platform, as well as for all purposes described under Article 5, worldwide, free of charge, for a duration of ten (10) years from the end of the Entry Period (such authorisation shall renew for subsequent ten year periods unless the authorization is withdrawn at the expiration of the initial 10-year period or a subsequent 10-year periods).
- 5.14 Each Participant undertakes to take any action (including, but not limited to, provision of affidavits and other documents) reasonably requested by the Organising Body (or a third party authorised to act on its part or a LMSC Organiser) for the purpose of establishing, perfecting or confirming the Organising Body's (or a third party authorised to act on its part or a LMSC Organiser's) rights in respect of the authorization of Image Rights set out in these Rules.

6 ARTICLE 6: PRIZES

- 6.1 Prizes are listed in appendix 2.
- 6.2 All Prizes are personal and non-transferable. There can be no substitutions or cash redemptions. Prizes may not be sold, bartered, or transferred.
- 6.3 If a Prize Winner cannot be contacted by the Organising Body or its LMSC Organisers within ten (10) calendar days of a first attempt by the Organising Body or its LMSC Organisers to contact the Prize Winner; and/ or if any Prize or Prize notification is returned as undeliverable; and/ or if a Prize Winner declines his/her Prize or in the event of non-compliance at any time with these Rules, such Prize will be forfeited and may be awarded to the next eligible Prize Winner. In the event that a Prize is forfeited by a Prize Winner, the Organising Body shall not be liable to compensate the Prize Winner in question.
- 6.4 The Organising Body reserves the right to substitute any Prize with an alternative prize of equal or greater value, if the Prize cannot be made available to be awarded for whatever reason beyond the control of the Organising Body, or if the Organising Body cannot fulfil the delivery



of the Prize due to geographical constraints, political or social unrest, war or any natural disasters. Some Prizes may not be available in certain jurisdictions and the Organising Body does not hold any liability in this regard, and reserves the right to either (i) award an alternative prize of equal or greater value, or (ii) award the Prize to a different Participant in the event that it is not possible or permitted to award the Prize to a particular Award Winner.

- Nothing in these Rules limit, exclude or modify or purports to limit, exclude or modify any applicable statutory consumer guarantees as provided under the Australian Competition and Consumer Act, as well as any other implied warranties under any applicable consumer protection laws in the State and Territories of Australia as well as any applicable statutory warranties as provided under the German Civil Code ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Organising Body and LMSC Organisers give no representation or warranty with respect to the Prizes provided under the Contest; in particular, the Organising Body gives no warranty with respect to the quality of the Prizes or their suitability or fitness for any purpose. If any of the Prizes has a material defect, the Prize Winners should return the Prize to the Organising Body in its original packaging. It is the Prize Winners' responsibility to verify that the Prize is in good working order immediately upon receipt; and Prizes will be considered as accepted within ten (10) days of their delivery to the Prize Winners.
- 6.6 In the context of this Contest, the Organising Body and LMSC Organisers are responsible only for the smooth running of the Contest in accordance with the responsibilities expressly set forth in these Rules. For the sake of clarity, the Organising Body and LMSC Organisers shall not be responsible for any liability related to this Contest not expressly referred to herein, including any damage liability or damage due to the award of the Prize, acceptance, possession, use or misuse of any award of the Prize, or participation in this Contest, provided that such damage is not attributable to the Organising Body and/ or the LMSC Organisers. Nothing in this Article 6.6 shall exclude the Organising Body and LMSC Organisers from any liability for death or personal injury caused by their negligence or wilful misconduct, for fraud or fraudulent misrepresentation, for gross negligent behaviour, for a slightly negligent breach of their primary obligations, or for any other liability whose limitation is prohibited by law.
- 6.7 Each Prize Winner must meet the conditions set out in the Rules and provide proof of their identity and, if the Winner is a Minor, consent from legal guardian or parent will be required before any Prize is awarded.
- 6.8 Prize Winners may be required to sign and agree affidavit of eligibility and publicity/liability release (except where prohibited by law) in such form as designated by the Organizing Body or LMSC Organizers. If the Participant is a Minor, the applicable Prize will be awarded in the name of the Minor Prize Winner's parent or legal guardian, who will be responsible for signing all documents, affidavits, and releases required under these Rules.

Additional conditions for Prizes

- 6.9 The Prizes are subject to these Rules as well as any prevailing terms and conditions of any accommodation / transport / services / ticket providers, and in particular, any health, behaviour, age and safety requirements associated with the Prize. If the winner is a Minor, a parent or legal guardian will also be required to agree in writing to these Rules and such additional terms.
- 6.10 The Prizes:



- (i) contain one economy class "round trip" tickets (if the Prize Winner is a Minor, they will include two such tickets, one for the Winner and one for their parent or legal guardian) either by train or aeroplane, depending on the Prize Winner's location. Alternative means of transport may be considered. Economy flights include all flight taxes and surcharges as well as one piece of checked baggage per person. Subject to availability, the departure airport used shall be the Prize Winner's nearest international airport that operates flights to the destination. Unfortunately, a direct flight cannot be guaranteed. Travel tickets are non-reroutable, and the validity may not be extended;
- (ii) where a Prize Winner is a Minor, they and their parent/ legal guardian must travel together on the same itinerary;
- (iii) the Prize Winner (and their parent/ legal guardian if they are a Minor) must have valid travel documents (i.e. valid passport and/or ID card according to the applicable national rules) prior to departure and are responsible for obtaining their own travel visas and passports, as well as complying with any applicable health or vaccination rules and obtaining valid travel or other insurance for their period of travel; and
- (iv) rooms are pre-booked and specific room types cannot be requested. Room types may vary.
- 6.11 All event tickets will be provided electronically to winners and have a fixed seat allocation and cannot be changed/exchanged. Any tickets issued as part of any Prize are subject to prevailing terms and conditions of use, are only valid for use within the stated duration on the tickets issued, and are not replaceable if lost, stolen or damaged.
- 6.12 The Prize must be used on the dates specified, otherwise the Prize will be forfeited, however dates may be subject to change. For example, in case of a cancellation or postponement of the event to which the Prize relates, the Organising Body reserves the right to modify the nature and/or the value of the Prizes, in accordance with Article 6.4 above.
- 6.13 Prizes do not include any additional expenses, including but not limited to incidentals, telephone charges, travel or medical insurance, visa costs, vaccination costs, medical costs, souvenirs, upgraded transport, additional ground transport or meals, which are the responsibility of the Prize Winner. The Prize Winner is responsible for any additional taxes and/or resort fees associated with the accommodation, unless otherwise stated.
- 6.14 In the event the Prize Winner is a Minor, he/she must be accompanied by their parent or legal guardian. The Organising Body reserves the right to request proof of this authorisation and to determine the sufficiency of this authorisation in their sole discretion. All travel and participation in other activities is at the Prize Winner's and their companion's own risk.

THE TAXES

6.15 The Prize may be taxable income under the laws applicable to the Prize Winner (and/or Prize Winner's parent or legal guardian if Prize Winner is a Minor). To the extent permitted by applicable laws, any taxes applicable to the Prize are the sole and exclusive responsibility of the Prize Winner and/or Prize Winner's parent or legal guardian if Prize Winner is a Minor. Each Prize Winner and, as applicable, Prize Winner's parent or legal guardian if Prize Winner is a Minor, is solely responsible for reporting the Prize to the relevant tax authorities, and paying all taxes applicable to the Prize, as required by the applicable tax laws. Upon request from the Organising Body, the Prize Winner, and/or Prize Winner's parent or legal guardian if Prize



Winner is a Minor, will promptly complete and submit to the Organising Body all tax forms, certificates, authorisations or any other documents as may be necessary to comply with the applicable tax laws. If required by law, the Organising Body reserves the right to withhold and remit to the appropriate taxing authorities the amount of any tax or taxes due. For India residents only: In accordance with the applicable laws, the Organising Body may require the Prize Winner to pay the applicable taxes and submit the relevant proof of such payment, before disbursing the Prize. For any United States taxable person (resident in the US or abroad), the right to receive the Prize is contingent on submission of a properly completed IRS Form W-9, including the legal name and taxpayer identification number of the legally authorized recipient of the Prize (i.e., either the Prize Winner or, as applicable, Prize Winner's parent or legal guardian if Prize Winner is a Minor and is unable to accept the Prize), to the IOC within 10 days of notification to the Prize Winner.

7 ARTICLE 7: TERMS OF VOTING FOR FAN FAVOURITE VIDEO Voting Rules

- 7.1 In addition to the twenty-one (21) awards awarded by the Judging Panel to winners of the sport performance and creative awards, fans may vote for their favourite video on the Platform (the "Voter"). The Voting Period will take place from 23/09/2023 at 00:01 CET to 22/10/2023 at 23:59 CET ("the Voting Period").
- 7.2 In order to vote, Voters must be connected to their Olympic ID account and provide the requested information. To register for a free Olympic ID, a Voter must visit olympics.com by following the link provided on the competition page, complete the registration form and accept the applicable terms. Please note that depending on the country of residence of the Participant, additional age restrictions may apply for the creation of an Olympic ID. For more information please visit: https://olympics.com/en/age-consent.
- 7.3 Voters may use one (1) vote per Video during the Voting Period. A Voter may use only one Olympic ID account to vote. The use of several accounts per person or of bots and/or other technologies to increase the number of votes per person is prohibited. The Organising Body may employ measures to detect and prevent fraudulent or abusive activities in connection with the Trivia Competitions.
- 7.4 The following voting conduct is prohibited, any votes associated with such conduct may be voided, and any individual participating in such conduct may be banned from voting: (a) voting on behalf of or by proxy for any other person, (b) use of any automated system to vote or subvert the voting process, (c) votes generated by script, macro or other automated means or any other means intended to impact the integrity of the voting process, as determined by the Organizing Body or the LMSC Organizers in their sole discretion, (d) Votes obtained by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, payment for votes or offering to trade votes, as determined by the Organizing Body or the LMSC Organizer, in their sole discretion.
- 7.5 Voting is subject to the Voter's unreserved acceptance of these Rules.
- 7.6 IOC personnel, any personnel of a Organising Committee or any entity of the Olympic Movement (as defined in the Olympic Charter), persons accredited to the Olympic Games Paris



2024, and any individual or entity directly or indirectly involved in the conception, carrying out or management of the Contest, including the third-party service providers, their officers, directors, employees and affiliates, and members of the families or households of all such individuals may not cast a vote.

Voting Results

- 7.7 A total of three (3) Videos will be declared a Fan Favourite; one in each sport. The winners of the Fan Favourite Videos shall be the Videos which receive the highest number of votes in total from fans. In case of a tie, the Judging Panel will decide after discussing the performance of each Participant concerned.
- 7.8 The voting results will be announced during the Award Show.
- 7.9 No prize is awarded to the winner in regards to this category.

8 ARTICLE 8: Data Protection

- 8.1 Any personal information provided by each Participant will be used by the Organising Body for the purpose of administering entry into the Contest. Personal information will be handled according to the Organising Body's Privacy Policy which can be viewed here. The Privacy Policy contains information about how each Participant may access, update and seek correction of the personal information the Organising Body holds about them and how the Participant may complain about any potential breach by the Organising Body of privacy laws. If the Participant does not provide their personal information as requested, they will be ineligible to enter the Contest.
- 8.2 In case the Participant is based in India, the Participant shall consent to their personal information being stored, processed and handled by the Organising Body in any jurisdiction within or outside the Participant's country of residence. The Organising Body shall ensure that prudent and internationally accepted data protection standards be adhered to while storing, processing or handling such data.
- 8.3 In case the Participant is based in the Republic of Korea, the Participant shall consent to the collection, use and transfer of their personal information in accordance with the Privacy Policy.

9 ARTICLE 9: MODIFICATION OF AND COMPLIANCE WITH THE RULES

- 9.1 To the fullest extent permitted by law. The Organising Body reserves the right at its absolute discretion in particular in case of geographical constraints, political or social unrest, war or any natural disasters to vary, delete or add to any of these Rules at any time without prior notice and without any compensation or indemnification being due to Participants or Voters by publishing the updated Rules on the Contest platform. These Rules prevail over any provisions or representations contained in any promotional materials relating to the Contest.
- 9.2 Participating in the Contest implies absolute acceptance of the Rules in their entirety, including as and when they have been/are made, any potential amendments or modifications. All application of the Rules will be determined by the Organising Body in its sole discretion.
- 9.3 The Organising Body may, at any time, and based on its own assessment, exclude any Participant from the Contest or Voter from voting, as applicable, if the IOC considers in its reasonable sole discretion that the Rules have been breached. Any participation in this Contest implies the full, complete and unreserved acceptance of these Rules.



- 9.4 The Organising Body and/or LMSC Organisers may employ measures to detect and prevent fraudulent or abusive activities in connection with the Contest. The Organising Body reserves its right to disqualify any Participant, without prior notice and without liability to that Participant, if the Organising Body, in its reasonable discretion, believes that a Participant has engaged in non-compliant, fraudulent or abusive activities in connection with the Contest. Such activities may consist among others of the following:
 - a) non-compliance with the Rules and the regulations for participation in the Contest;
 - b) cheating, fraud or any kind of manipulation committed by the Participant themself or third parties, regardless of their identity, which may be linked to the Video or associated with the Participant (e.g. the use of special technology enabling multiple votes, etc.); and / or
 - c) if the Video is in whole or in part not original or encumbered, in any way, in whole or in part, directly or indirectly by any rights of third parties, or not created specifically for this Contest.
 - d) inaccurate or false declaration.
- 9.5 The Organising Body will notify the Participant of the disqualification, and may give the reason for disqualification, without undue delay.
- 9.6 Depending on the circumstances, the Organising Body may invite the Participant to submit a new Video, provided that the Entry Period is still open. The Participant is solely responsible for their entry in the Contest, including the Video.
- 9.7 A similar approach will apply to fraudulent or abusive activities of Voters in connection with the Contest, including but not limited to fraud or any kind of manipulation committed by the Voter in relation to the voting process (e.g. the use of special technology enabling multiple votes, etc.), in which case the vote cast by the Voter will be void.
- 9.8 In all cases, the Organising Body reserves its right to take any legal actions if necessary.

10 ARTICLE 10: LIABILITY

- 10.1 By accessing the Platform or participating in this Contest, Participants and Voters, as applicable, agree to indemnify and hold harmless the Organizing Body or the LMSC Organisers, including their affiliates, representatives, agents, successors, assigns, employees, officers and directors (collectively the "Released Parties") from any and all claims by, or liability to, any third party for loss, damage or injury to persons or property caused by any act or omission (whether wilful or negligent) of the Participant or Voter, as applicable, in connection with the Contest.
- 10.2 The Released Parties are responsible only for the smooth running of the Contests and in accordance with their responsibilities expressly set forth in these Rules. For the sake of clarity, to the fullest extent permitted by law the Released Parties shall not be responsible for any liability related to the Contests that is not expressly referred to herein, as a liability of the Released Parties including any damage due to the award of the Prize, acceptance, possession, use or misuse of any award of the Prize or from participation in the Contests provided that such damage is not attributable to the Released Parties to. Nothing in this clause 10.2 shall exclude the Released Parties from any liability for death or personal injury caused by their negligence or wilful misconduct, for fraud or fraudulent misrepresentation, for gross negligent behaviour, for a slightly negligent breach of their primary obligations, or for any other liability whose limitation is prohibited by law.



- 10.3 Participants should note that the Internet is not a secure network. The Released Parties cannot therefore be held responsible for external malicious acts or computer viruses and decline all responsibility for the consequences of the Participant's connection to the Platform. The connection of any person to the Platform and participation in the Contest is the sole responsibility of the Participant.
- In addition, the Released Parties accept no liability in the event of delivery problems or loss of postal or electronic mail, except in the case of the Released Parties' gross negligence or willful misconduct. The Released Parties cannot be held responsible in the event that one or more Participants or Voters are unable to connect or log on to the Platform or register, submit a Video or vote due to any technical problem or defect. If for any reason a Participant's Video or a Voter's vote is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Participants or Voter's sole remedy is another entry/vote in the Contests, if possible. The Released Parties reserve the possibility, at any time, and in particular for technical, updating and maintenance reasons, to interrupt access to the Platform, and to the Contest it contains.
- 10.5 Finally, Released Parties disclaim all responsibility in the event of an incident which could occur during the use or the enjoyment of the Prizes.
- 10.6 In general, the Released Parties cannot be held liable if, for reasons of *force majeure* or any fortuitous event beyond its control, the Contest should be postponed, modified or cancelled, or if any Prize cannot be awarded.

11 ARTICLE 11: MISCELLANEOUS

- 11.1 The IOC's decisions on all matters relating to the Contest, in particular, but not limited to, the results thereof, are final and binding on all Participants or Voters (save to the extent that applicable local law provides otherwise). The Organising Body shall not communicate directly with Participants regarding the Contest except to inform and make arrangements with each of the Prize Winners where necessary.
- 11.2 If any of the provisions hereof is or becomes ineffective or invalid the remaining provisions hereof shall not be affected thereby. The ineffective provisions shall be replaced by other effective provisions that shall be identical to the commercial purpose of the original provisions or as close thereto as possible.
- 11.3 These Rules are made available in Mandarin, English, French, German, Japanese, Korean, Italian, Portuguese and Spanish at https://olympics.com/en/lets-move/street-challenge/rules. In the event of conflict between different translations, the Rules written in English shall prevail.
- 11.4 For help with the Platform or entering the Contest, please contact the support https://support.olympics.com/hc/en-gb/requests/new
- 11.5 For residents of France, if your telephone number is collected by the Organizing Body or the LMSC Organisers, you have the right to register on the list of opposition to telephone solicitation available at http://www.bloctel.gouv.fr.
- 11.6 Under no circumstances shall participation in this Contest, or the awarding of a Prize, or anything in these Official Rules be construed as an offer or contract of employment by the Organizing Body or LMSC Organizers. Contestant acknowledges that he/she is participating in the Contest and submitting any videos voluntarily and not in confidence or in trust.



Contestants acknowledges that no confidential, fiduciary, agency, or other relationship or implied-in-fact contract exists between Contestant and Organizing Body or LMSC Organizers at the time of entry.

12 ARTICLE 12: APPLICABLE LAW AND INTERPRETATION

- 12.1 These Rules and the Contest are governed by Swiss law. This choice of law does not deprive any Participant or Voter of the protection afforded to that Participant or Voter by the laws of their country of residence and such provisions that cannot be derogated from by agreement by virtue of the law of that Participant's or Voter's country of residence.
- 12.2 To the extent a claim or dispute may be brought under these Rules, any claim or dispute in relation to the Contest will be submitted to the competent courts of Lausanne, Switzerland. This choice of jurisdiction shall not limit any Participant's or Voter's right to bring proceedings, including third party proceedings, in any other court of competent jurisdiction, and the bringing or continuing of proceedings in any one or more jurisdictions shall not preclude the bringing of proceedings in any other jurisdiction, whether concurrently or not, if and to the extent permitted by applicable laws.

12.3 FOR UNITED STATES RESIDENTS ONLY: MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER

By participating in this Contest, each Participant (which term shall include any Minor participant's parent and legal guardian) agrees: (i) that any and all disputes Participant may have with, or claims Participant may have whether in contract, tort, statute or otherwise (including the interpretation and scope of this arbitration provision, and the arbitrability of the claim or dispute), between Participant and the Released Parties, or between Participant and any third parties if Participant asserts a claim against such third parties in connection with a claim Participant asserts against any of the Released Parties relating to, arising out of or connected in any way with (a) the Contest, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate and/or (d) any aspect of Participant's relationship with the Released Parties (including but not limited to, claims relating to advertising), will be resolved exclusively by final and individual binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in New York, New York; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these rules and any of the other agreements referenced herein that the applicable Participant may have entered into in connection with the Contest; (v) the arbitrator shall apply laws of the State of New York, consistent with the FAA and applicable statutes of limitations, and the arbitrator shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only Participant's and/or Released Parties' individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the Participant or Released Parties; (viii) if the Participant is able to



demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Released Parties will pay as much of participant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither Participant nor Released Parties shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN PARTICIPANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT, OR AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. DO NOT PARTICPATE IN THE CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE TERMS. BY PARTICIPATING IN THE CONTEST, EACH PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL OF PARTICIPANT'S CLAIMS, JUDGMENTS AND AWARDS TO PARTICIPANT WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), NOT TO EXCEED ONE HUNDRED DOLLARS (\$100), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) TO THE EXTENT ALLOWED BY APPLICABLE LAW, PARTICIPANT WILL NOT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONETARY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.



APPENDIX 1: JUDGING CRITERIA

(a) 18 Sports Performance Awards:

SPORTS AND DISCIPLINES		LMSC						
		GENDER	MAX. DURATION	JUDGING CRITERIA	JUDGING NOTATIONS	RESULTS		
	FREESTYLE	MEN	30s	Overall impression of the performance filmed in the video, including but not limited to the following criteria: Difficulty / Originality & Versatility / Tricks and their mastery / Landing of the tricks / Sporting progression / Flow & Style / Consistency / Variety of tricks / Execution	Each judge will give each rider a score between 0.01 and 100.00 The final score will be an average of all the judges' scores and the highest score is decisive to win. In case of a tie, the Judging Panel will decide after discussing the performance of each Participant concerned.	Only details of the top 20 videos selected by the Judging Panel will be shared		
	PARK REAL STREET	WOMEN	30s	Overall impression of the performance filmed in the video, including but not limited to the following criteria: Difficulty / Originality & Versatility / Tricks and their mastery / Landing of the tricks / Sporting progression / Flow & Style / Consistency / Variety of tricks / Execution	Each judge will give each rider a score between 0.01 and 100.00 The final score will be an average of all the judges' scores and the highest score is decisive to win. In case of a tie, the Judging Panel will decide after discussing the performance of each Participant concerned.	Only details of the top 20 videos selected by the Judging Panel will be shared		
B M X		MEN	30s	Overall impression of the performance filmed in the video, including but not limited to the following criteria: Difficulty / Originality & Versatility / Tricks and their mastery / Landing of the tricks / Sporting progression / Flow & Style / Consistency / Variety of tricks / Execution	Each judge will give each rider a score between 0.01 and 100.00 The final score will be an average of all the judges' scores and the highest score is decisive to win. In case of a tie, the Judging Panel will decide after discussing the performance of each Participant concerned.	Only details of the top 20 videos selected by the Judging Panel will be shared		
		WOMEN	30s	Overall impression of the performance filmed in the video, including but not limited to the following criteria: Difficulty / Originality & Versatility / Tricks and their mastery / Landing of the tricks / Sporting progression / Flow & Style / Consistency / Variety of tricks / Execution	Each judge will give each rider a score between 0.01 and 100.00 The final score will be an average of all the judges' scores and the highest score is decisive to win. In case of a tie, the Judging Panel will decide after discussing the performance of each Participant concerned.	Only details of the top 20 videos selected by the Judging Panel will be shared		
	D I R T	MEN	30s	Overall impression of the performance filmed in the video, including but not limited to the following criteria: Difficulty / Originality & Versatility / Tricks and their mastery / Landing of the tricks / Sporting progression / Flow & Style / Consistency / Variety of tricks / Execution	Each judge will give each rider a score between 0.01 and 100.00 The final score will be an average of all the judges' scores and the highest score is decisive to win. In case of a tie, the Judging Panel will decide after discussing the performance of each Participant concerned.	Only details of the top 20 videos selected by the Judging Panel will be shared		



		WOMEN	30s	Overall impression of the performance filmed in the video, including but not limited to the following criteria: Difficulty / Originality & Versatility / Tricks and their mastery / Landing of the tricks / Sporting progression / Flow & Style / Consistency / Variety of tricks / Execution	Each judge will give each rider a score between 0.01 and 100.00 The final score will be an average of all the judges' scores and the highest score is decisive to win. In case of a tie, the Judging Panel will decide after discussing the performance of each	Only details of the top 20 videos selected by the Judging Panel will be shared
S K A T B O A R D I N	P A R K	MEN	30s	Overall impression of the performance filmed in the video, including but not limited to the following criteria: Difficulty / Originality & Versatility / Tricks and their mastery / Landing of the tricks / Sporting progression / Flow & Style / Consistency / Variety of tricks / Execution	Participant concerned. Each judge will give each rider a score between 0.01 and 100.00 The final score will be an average of all the judges' scores and the highest score is decisive to win. In case of a tie, the Judging Panel will decide after discussing the performance of each Participant concerned.	Only details of the top 20 videos selected by the Judging Panel will be shared
		WOMEN	30s	Overall impression of the performance filmed in the video, including but not limited to the following criteria: Difficulty / Originality & Versatility / Tricks and their mastery / Landing of the tricks / Sporting progression / Flow & Style / Consistency / Variety of tricks / Execution	Each judge will give each rider a score between 0.01 and 100.00 The final score will be an average of all the judges' scores and the highest score is decisive to win. In case of a tie, the Judging Panel will decide after discussing the performance of each Participant concerned.	Only details of the top 20 videos selected by the Judging Panel will be shared
	R E A L S T R E E T	MEN	30s	Overall impression of the performance filmed in the video, including but not limited to the following criteria: Difficulty / Originality & Versatility / Tricks and their mastery / Landing of the tricks / Sporting progression / Flow & Style / Consistency / Variety of tricks / Execution	Each judge will give each rider a score between 0.01 and 100.00 The final score will be an average of all the judges' scores and the highest score is decisive to win. In case of a tie, the Judging Panel will decide after discussing the performance of each Participant concerned.	Only details of the top 20 videos selected by the Judging Panel will be shared
G		WOMEN	30s	Overall impression of the performance filmed in the video, including but not limited to the following criteria: Difficulty / Originality & Versatility / Tricks and their mastery / Landing of the tricks / Sporting progression / Flow & Style / Consistency / Variety of tricks / Execution	Each judge will give each rider a score between 0.01 and 100.00 The final score will be an average of all the judges' scores and the highest score is decisive to win. In case of a tie, the Judging Panel will decide after discussing the performance of each Participant concerned.	Only details of the top 20 videos selected by the Judging Panel will be shared
	S T R E E T P A R K / P L A Z A	MEN	30s	Overall impression of the performance filmed in the video, including but not limited to the following criteria: Difficulty / Originality & Versatility / Tricks and their mastery / Landing of the tricks / Sporting progression / Flow & Style / Consistency / Variety of tricks / Execution	Each judge will give each rider a score between 0.01 and 100.00 The final score will be an average of all the judges' scores and the highest score is decisive to win. In case of a tie, the Judging Panel will decide after discussing the performance of each Participant concerned.	Only details of the top 20 videos selected by the Judging Panel will be shared
		WOMEN	30s	Overall impression of the performance filmed in the video, including but not limited to the following criteria: Difficulty / Originality & Versatility / Tricks and their mastery / Landing of the tricks / Sporting progression / Flow & Style / Consistency / Variety of tricks / Execution	Each judge will give each rider a score between 0.01 and 100.00 The final score will be an average of all the judges' scores and the highest score is decisive to win. In case of a tie, the Judging Panel will decide after discussing the performance of each Participant concerned.	Only details of the top 20 videos selected by the Judging Panel will be shared



	1					
	E O Z C O	MEN	30s	Overall impression of the performance filmed in the video, including but not limited to the following criteria: Body Control / Vocabulary / Composition / Authenticity / Texture / Dynamic / Variation / Impacts / Coherence / Rhythm / Footwork / Legwork / Powermoves	Each judge will give each athlete a score between 0.01 and 100.00 The final score will be an average of all the judges' scores and the highest score is decisive to win. In case of a tie, the Judging Panel will decide after discussing the performance of each Participant concerned.	Only details of the top 20 videos selected by the Judging Panel will be shared
		WOMEN	30s	Overall impression of the performance filmed in the video, including but not limited to the following criteria: Body Control / Vocabulary / Composition / Authenticity / Texture / Dynamic / Variation / Impacts / Coherence / Rhythm / Footwork / Legwork / Powermoves	Each judge will give each athlete a score between 0.01 and 100.00 The final score will be an average of all the judges' scores and the highest score is decisive to win. In case of a tie, the Judging Panel will decide after discussing the performance of each Participant concerned.	Only details of the top 20 videos selected by the Judging Panel will be shared
B R E A K I N G	P O W E R M O V E S	MEN	30s	Overall impression of the performance filmed in the video, including but not limited to the following criteria: Body Control / Vocabulary / Composition / Authenticity / Texture / Dynamic / Variation / Impacts / Coherence / Rhythm / Powermoves	Each judge will give each athlete a score between 0.01 and 100.00 The final score will be an average of all the judges' scores and the highest score is decisive to win. In case of a tie, the Judging Panel will decide after discussing the performance of each Participant concerned.	Only details of the top 20 videos selected by the Judging Panel will be shared
		WOMEN	30s	Overall impression of the performance filmed in the video, including but not limited to the following criteria: Body Control / Vocabulary / Composition / Authenticity / Texture / Dynamic / Variation / Impacts / Coherence / Rhythm / Powermoves	Each judge will give each athlete a score between 0.01 and 100.00 The final score will be an average of all the judges' scores and the highest score is decisive to win. In case of a tie, the Judging Panel will decide after discussing the performance of each Participant concerned.	Only details of the top 20 videos selected by the Judging Panel will be shared
	F O O T W O R K	MEN	30s	Overall impression of the performance filmed in the video, including but not limited to the following criteria: Body Control / Vocabulary / Composition / Authenticity / Texture / Dynamic / Variation / Impacts / Coherence / Rhythm / Footwork / Legwork	Each judge will give each athlete a score between 0.01 and 100.00 The final score will be an average of all the judges' scores and the highest score is decisive to win. In case of a tie, the Judging Panel will decide after discussing the performance of each Participant concerned.	Only details of the top 20 videos selected by the Judging Panel will be shared
		WOMEN	30s	Overall impression of the performance filmed in the video, including but not limited to the following criteria: Body Control / Vocabulary / Composition / Authenticity / Texture / Dynamic / Variation / Impacts / Coherence / Rhythm / Footwork / Legwork	Each judge will give each athlete a score between 0.01 and 100.00 The final score will be an average of all the judges' scores and the highest score is decisive to win. In case of a tie, the Judging Panel will decide after discussing the performance of each Participant concerned.	Only details of the top 20 videos selected by the Judging Panel will be shared

(b) 3 Creative Awards:



Events		LMSC						
		SPORT	DURATION	JUDGING CRITERIA	JUDGING NOTATIONS	RESULTS		
	S T R E E T C U L T U R E	вмх	30s	Background, Artistic direction, music/outfits, elements, filming style , personality, location.	Each judge will give each athlete a score between 0.01 and 100.00 The final score will be an average of all the judges' scores and the highest score is decisive to win. In case of a tie, the Judging Panel will decide after discussing the performance of each Participant concerned.	Only details of the top 20 videos selected by the Judging Panel will be shared		
		SKATEBOARDI NG						
		BREAKING						
C R E	B E S T E D I T	вмх	30s	Directing, writing, cinematography, and overall production value all come together to tell one cohesive, entertaining, and impactful story: Directing / Cinematography – Editing / Writing / Originality / Lights	Each judge will give each athlete a score between 0.01 and 100.00 The final score will be an average of all the judges' scores and the highest score is decisive to win. In case of a tie, the Judging Panel will decide after discussing the performance of each Participant concerned.	Only details of the top 20 videos selected by the Judging Panel will be shared		
A T I V E		SKATEBOARDI NG						
		BREAKING						
	M O S T S U R P R - S - N	вмх						
		SKATEBOARDI NG	30s	Overall impression of the performance filmed in the Video, including but not limited to the following criteria : Entertainment value / Emotional impact / Unexpected / Originality	Each judge will give each athlete a score between 0.01 and 100.00 The final score will be an average of all the judges' scores and the highest score is decisive to win. In case of a tie, the Judging Panel will decide after discussing the performance of each Participant concerned.	Only details of the top 20 videos selected by the Judging Panel will be shared		



G			
٧	BREAKING		
D E	DIE WITE		
0			



APPENDIX 2: THE PRIZES

In total there will be 21 Prizes: one per award. Each Prize will consist of a trip to an Olympic event (which may include Olympic qualifier events), which includes tickets, travel and two (2) nights' accommodation for the Prize Winner (one person), including an exclusive meet & greet with athletes.

The Olympic event will take place during the second quarter of the year 2024 and the exact date and location will be disclosed at a later stage during 2023.

In the event the Prize Winner is a Minor, he/she must be accompanied by his/her parent or legal guardian, in which case the Prize will include tickets, travel and two (2) nights' accommodation for two (2) persons (i.e., for the Minor and his/her parent or legal guardian).

The approximate retail value ("ARV") of each Prize is max. \$5,000.00 (per person). The actual value of the Prize may vary depending on the Prize Winner's point of departure/destination, and fluctuations in the cost of transportation and exchange rates at the time of travel booking. Any difference between the estimated ARV and the actual value of the Prize will not be awarded.

The grand total ARV of all prizes awarded in the LMSC is max. \$105,000.00-210,000.00

Note that additional terms apply to the Prizes- see article 6.



APPENDIX 3: PLAYGROUND AND EQUIPMENT

(a) Playground

For the avoidance of doubt, the "Playground" shall refer to the venue or location in which in the Video is recorded.

BMX

- Freestyle Park: Skateparks/BMX Freestyle Parks that contain obstacles such as Quarter Pipe, Volcano, Spine Ramp, Jump Box, Step-Up, Rails, Transition etc. Skateparks themselves can be made of wood, concrete or metal and the park defines the type of riding that is possible within it.
- Real Street: The street or anything that is <u>not</u> considered an official competition field of play
 by the recognised International Federation (Union Cycliste Internationale) for this sport such
 as a skatepark (bowl & street plaza), BMX Park, etc.
- Dirt: A Dirt Park constitutes a set of dirt bumps of different sizes and/or different shapes.

SKATEBOARDING

- Park: Bowl that contain obstacles such as Quarter Pipe, Volcano, Spine Ramp, Jump Box, Step-Up, Rails, Transition etc. Skateparks themselves can be made of wood, concrete or metal and the park defines the type of riding that is possible within it.
- Real Street: The street or anything that is <u>not</u> considered an official competition field of play by the recognised International Federation (World Skate) for this sport such as a skatepark (bowl & street plaza), BMX Park, etc
- Street Park/Plaza: Skatepark that contain obstacles such as rails, curbs, small quarter Pipe,
 Set of stairs, banks etc. Skateparks themselves can be made of wood, concrete or metal and
 the park defines the type of riding that is possible within it.

BREAKING

For the Best Round, Best Power Move and Best Footwork the playground can be anywhere.

(b) Equipment

HELMETS (BMX AND SKATEBOARDING)

The Organising Body highly recommends that helmets be worn by Participants when participating in BMX and skateboarding and shall not be held liable for any damage caused or sustained by any of the Participants (including any damage suffered by those who fail to wear appropriate protective gear).

For the following award categories for BMX and Skateboarding, the use of a helmet may be mandatory for an entry to be valid:

• BMX Park: Helmet mandatory for all Participants



- BMX Real Street: Helmet is highly recommended and mandatory for Participants aged under 18 years old
- BMX Dirt: Helmet mandatory for all Participants
- Skateboard Park: Helmet mandatory for all Participants
- Skateboard Street Plaza: Helmet is highly recommended and mandatory for Participants aged under 18 years old
- Skateboard Real Street: Helmet is highly recommended and mandatory for Participants aged under 18 years old

OTHER EQUIPMENT

The use of resi ramps, airbags and/or foam trays is completely prohibited and any Video featuring one or more of these elements will be rejected. This article is applicable for BMX, Skateboarding and Breaking.

SKATEBOARDING

A skateboard shall consist of a deck with four wheels attached by trucks. There are no limitations on the shape, materials, or size of the skateboard or its parts. The skateboard cannot be attached to a skater's feet by any physical means.

BMX

BMX bicycles must be vehicles with two wheels of equal diameter. The front wheel shall be steerable; the rear wheel shall be driven through a system comprising pedals, a crank-set and a chain, without electric or other assistance. Fixed gear bicycles are not permitted.

Bicycles used in BMX Freestyle Competitions shall be of a type that is generally taken to be a BMX bicycle. This position requires that the only points of support can be the following: the feet on the pedals and the hands on the handlebars. A saddle is required.

The BMX bicycle should have handlebars which allow it to be ridden and maneuvered in any circumstances and in complete safety.