

# **General Terms and Conditions of Participation**

in connection with the **Special Olympics Unified 3x3 Basketball World Cup ("Terms and Conditions")** 

The LOC "Special Olympics Unified 3x3 Basketball World Cup San Juan 2025 Local Organizing Committee ("LOC") as organizing committee entrusted and licensed by Special Olympics Inc. ("SOI"), has the honor to organize and host the Special Olympics Unified 3x3 Basketball World Cup, which shall be an unforgettable experience for all participants.

The following general terms and conditions for participation (hereafter "Terms and Conditions") intend to inform you and set forth the key terms of your participation or involvement in the World Cup as a Sport Technical Official, Staff, Family Relative, Media, Official, Honored Guest, or in a different role that requires your registration on the SOI platform (hereafter "you" or "Participant").

With your application at the World Cup, you automatically express your agreement with the content of these Terms and Conditions.

# 1. Your Registration and Assignment

#### 1.1

You apply for participation in the Games with your registration on the online application form on the SOI platform. By registering, you accept these Terms and Conditions as legally binding, both for your registration and in case of a selection for your assignment and participation in the World Cup.

#### 1.2

By registering, you confirm that all information provided by you is true, accurate, current and complete and that all permits, consents, authorizations, and licenses specified in your registration form are available to you (e.g., as the case may be, valid residence permit to stay in Puerto Rico, driver's license, referee license, trainer license, etc.) and that they will remain so for the entire duration of the World Cup.

#### 1.3

Should you compile a registration on behalf of (an)other person(s), you must ensure and confirm that you have all necessary rights and powers to do so and that you have been entitled with all necessary permits, authorizations and proxies to represent, advocate and fulfill such registration on behalf of this (these) other person(s). If you



make a registration for (an)other person(s) without such necessary rights, you will

remain solely liable toward such other person(s) and you shall indemnify and hold harmless for all direct and indirect damages and claims that occurred vis-à-vis LOC as a result of this registration.

#### 1.4

You are aware that LOC may, as part of your application on the SOI platform and further participation in the World Cup, process (also on behalf of SOI) your personal data ("Personal Data") and furthermore will have to carry out background checks on persons registering for participation in the Games in order to comply with the legal requirement of the funding authorities and safety standards of the licensing authorities. LOC reserves the right to request further proof of reliability (e.g. certificate of good conduct). By accepting these Terms and Conditions, you expressly authorize and release your consent to LOC to collect or process, as the case may be, your Personal Data for the purpose of the Games and, eventually, to share and transfer them, in accordance with the applicable laws, to SOI, as owner of the rights on the Special Olympics movement, for the limited purpose of pursuing its own institutional and social purposes.

#### 1.5

When registering as a Participant, you must specify the role in which you are applying to participate in the World Cup.

#### 1.6

You confirm you will be at least 16 years old as of the beginning of the World Cup on 05 December 2025 or in any case prior to the commencement of any activity in favor of LOC.

#### 1.7

Before receiving the notification that you have been accepted as a Participant, you can cancel or withdraw your registration on the platform at any time without the necessity to provide any reason. Please bear in mind that it is crucial for us and for the whole success of the Games to be able to rely on the selected Participants and their availability. Therefore, we invite you to submit your application only if you are actually available and interested in becoming a Participant and we ask you to cancel your registration only in case of an important reason by informing us as soon as possible.



# 2. General Participation Rules in World Cup

#### 2.1

During your participation in the Games, you must follow the rules and regulations communicated to you by LOC and scrupulously carry out the assignment set out for the specific role you applied for. In particular, it is important to inform LOC as soon as possible and in writing if you are unable to fulfill an assigned task in terms of time, content or physical condition.

#### 2.2

Unless agreed in advance and in writing with LOC, you bear in full your own costs and expenses in regard to your registration and your activity in the Games, as well as those for your board and lodging. LOC is neither obliged to reimburse you for such expenses and/or costs nor does LOC assume any obligation or liability in this respect.

#### 2.3

LOC may provide you with relevant sponsored event equipment and uniforms that, in the case, you are asked to continuously use or wear during your participation in the Games. If this is the case, you commit not to display any other third-party logos, symbols, trademarks, brand names or copyright-protected works if this can be understood as advertising or promotion, in order to protect the interests of LOC and SOI sponsors and partners. In addition and furthermore, you are strictly prohibited to sell or offer for sale the event equipment and uniforms or any other items provided by LOC.

#### 2.4

It is strictly prohibited for you during World Cup time and while wearing the official uniforms eventually provided to you, thus, while representing the Games, to consume, carry, or be under the influence of drugs (including alcohol). At no time (before, during and/or after the Games) will discriminations or other aggressions, be it in word (including social media) or through direct or indirect behavior (including carrying weapons or other dangerous objects) be tolerated. Non-compliance with these provisions and bans will result in your immediate dismissal from the Games with no refund of any kind, neither as an indemnity nor as compensation. Furthermore, any legal consequence howsoever deriving from the above prohibited behaviors will remain your sole responsibility and LOC will not be responsible for any legal or financial consequences resulting from such prohibited behavior.



### 2.5

LOC will put in place extensive regulations in regard to hygiene and health procedures. These regulations will be aligned with those imposed by local authorities and must be followed by Participants at all times under any circumstances.

### 2.6

You are strictly prohibited to offer, accept, or demand bribes (e.g., benefits, gifts, hospitality, etc.) of any kind, insofar as these are intended to influence your actions as a Participant in the Games or exceed the scope of reasonable and appropriate expenditure. Expenditures shall be deemed unreasonable or inappropriate if they exceed a value of EUR 150 per year. Should you become aware of such activities, you are obligated to immediately report them to LOC.

# 3. No employment relationship

#### 3.1

You are aware that your contribution to LOC before, during, and after the World Cup is not intended to propose or establish an employment relationship, neither now nor at any future time. You are, therefore, at no time, an employee of LOC and will not be considered as such for any purpose whatsoever.

## 3.2

As far as an employment relationship does not and will not exist, you are not and you will not be entitled to any remuneration, compensation, indemnity, or salary before, during, or after your participation in the World Cup.

# 4. Confidentiality, Media and Communications

## 4.1

You agree to maintain the secrecy and confidentiality of all confidential information you may have access to within the scope of your participation in the Games. Confidential information includes non-public information that is designated as

"confidential" or that a reasonable person should understand to be confidential. Confidential information does not include information that (a) becomes publicly available without a breach of these Terms and Conditions, (b) is received lawfully from another source without an obligation of confidentiality, or (c) is independently developed. You will treat such confidential information with utmost discretion and, in particular, will not post this information on social networks, on remote cloud storage,



and/or similar web services, or share this information with any third parties unless permitted by LOC. This obligation for confidentiality also applies in regard to pictures taken from individuals from which you do not have obtained consent to publish. This obligation to secrecy and confidentiality shall continue to apply even after the end of your participation in the World Cup.

#### 4.2

You are not authorized in your role as a Participant in the World Cup to speak in a non-sport-related context to media e.g., broadcasters, press, or social media. If you speak to the media about non-sport-related matters without prior written approval from LOC, or if you make inappropriate public statements—including political views or symbols—that could reflect negatively on the World Cup, LOC, or SOI, LOC may immediately revoke your registration and terminate your participation. This includes comments made in person, online, or via social media, and applies regardless of intent.

#### 4.3

You will not damage or denote the reputation of any trademarks, signs or logos belonging to or howsoever associated with the World Cup or LOC or SOI or make, employ or display signs or logos that may give rise to a likelihood of confusion with the above trademarks, signs, or logos.

#### 4.4

LOC as well as licensees and/or relevant rights holders (e.g. broadcasters, TV stations, etc.) may take video or photo recordings on which you may be identifiable, during and also after the World Cup, particularly for the purpose of promoting the Special Olympics movement worldwide through any channel and medium of dissemination, including for purposes, consistent with the nonprofit mission of LOC. You expressly consent to record and use your Personal Data as contemplated in this Section 4.1 and you agree that you will not assert or move any claim (to which you hereby irrevocably waive) for the use, sale, or exploitation of your respective rights for any reason further renouncing to ask for any payment for the granting of the rights above envisaged in the previous paragraph. LOC shall only collect, process, or otherwise use such Personal Data in accordance with SOI's Privacy and Data Security policy (https://www.specialolympics.org/privacy-and-data-security-policy).

#### 4.5

You shall not use or distribute any image, video, or material obtained during the World Cup for any commercial, political, or advocacy-related purpose without the prior written approval of SOI.

#### 4.6

For Participants who are minors or who have legal guardians, substitute decision-makers, or



other recognized legal representatives under applicable law, any consent to video or photo recordings and use of personal data under Section 4.4 shall be provided by such authorized individual.

LOC and SOI will not knowingly use identifiable images or footage of minors or legally represented Participants unless appropriate consent has been obtained. It is the responsibility of the registering party (e.g., parent, guardian, or organization) to ensure that such consent has been secured prior to participation. If consent is later withdrawn in writing, LOC and SOI will take reasonable steps to cease future use of such material, but previously distributed materials may not be retractable.

## 5. Liability and Insurance

#### 5.1

LOC will provide general accident insurance for participants, but this coverage is secondary. It is highly recommended to every Participant to take out accident and medical insurance at their own costs.

#### 5.2

To the maximum extent permitted by the law, LOC shall not be liable for any kind of damage toward you unless they are a direct consequence of gross negligence or intention by LOC (including its legal representatives and agents). LOC's liability shall, however, be limited to typical, foreseeable contractual damages. Liabilities in case of culpable damage to life, body, or health are exempt from these regulations and will be handled according to the applicable legal regulations.

#### 5.3

LOC is not liable for the loss and/or theft of objects/items belonging to you or under your custody, you alone being responsible for them. Conversely, you will be liable for the loss of or damage to items/objects handed over to you for use by LOC.

### **5.4**

LOC shall be entitled to seek full recovery of any damages arising directly or indirectly from your conduct, acts, or omissions in the course of your duties and activities as a Participant. In particular, you commit to indemnify LOC from all claims, costs, demands, damages, losses, penalties and liabilities (including reasonable legal fees) that may arise from (a) claims by third parties for compensation for damage to property or persons caused by your actions or omissions in connection with your participation in the World Cup, unless the damages in question are covered by LOC's liability insurance or by your own insurance; and (b) any violations by you of any provisions of these Terms and Conditions.



#### 5.5

LOC will provide adequate insurance coverage to cover damages caused by an accident during your participation in the World Cup. However, in this regard you are not entitled to any specific insurance or coverage claim from LOC in relation to your participation nor to rely on it. In any case, insurance coverage does not apply if, among other things, you cause damage intentionally or through gross negligence.

### 5.6

You shall notify LOC immediately of any damage caused by you in connection with your participation in the World Cup.

## 6. Term and Termination

## 6.1

These Terms and Conditions apply to your registration, assignment, and participation regarding the World Cup in which you participate, including preparation and training sessions. Their validity ends with the termination of your participation, unless these Terms and Conditions stipulate that a provision continues to be valid after the World Cup.

#### **6.2**

LOC and you may terminate your participation in the World Cup in electronic form (e.g. by e-mail) at any time with immediate effect. Upon termination, you will return to LOC all documents and/or equipment and/or items received in connection (i.e. before, during, and after) with your participation in the World Cup.

#### 6.3

Upon any termination of your participation in the World Cup, you are committed to return to LOC any and all documents and/or materials received for the purposes of performing your role. The only exception to this may be any uniform that may be provided to you unless the termination of your participation was due to your defaults, in which case you will have to return it to LOC.



## 7. Miscellaneous

#### 7.1

These Terms and Conditions apply also in favor of SOI. If any of the provisions of these Terms and Conditions are stated as invalid, unlawful, or unenforceable to any extent by a competent court, such provision shall, to that extent, be severed from the remaining provision which shall remain in effect to the fullest extent permitted by law. The invalid provision shall be replaced by any valid provision(s) that best reflects the initial purpose of the invalid provision.

#### 7.2

LOC may change these Terms and Conditions at any time and will notify you of any changes by email at your designated address.

### 7.3

These Terms and Conditions shall be governed by and interpreted in accordance with Puerto Rico law. Any disputes between the Parties arising under or relating to these Terms and Conditions shall be settled exclusively by the competent courts of San Juan (Puerto Rico).