

RULES OF COMPETITION

DESIGN THE IAAF WORLD ATHLETICS HERITAGE PLAQUE

1. THE IAAF AND THE COMPETITION: The International Association of Athletics Federations (the "IAAF"), an association recognised under the laws of Monaco with head office located at 6-8 Quai Antoine 1er, BP 359, 98007 Monaco, its registered office, has decided to organise a competition "Design the IAAF World Athletics Heritage Plaque" (the Competition) from 2 December 2018 up to and including 31 January 2019 via the email address DesignHeritagePlaque@iaaf.org. These Rules of Competition include clause 11 of the Website Terms and Conditions at <https://www.iaaf.org/terms-and-conditions>

2. ELIGIBILITY AND ACCEPTANCE OF THE RULES

- a. By taking part in the Competition, the participant (the "Competitor") accepts unreservedly the present Rules (which include the Terms and Conditions of the Website incorporated herein by reference) (the "Rules") and the principle of the Competition. In case of conflict between the Terms and Conditions of the Website and the present Rules, the present Rules shall prevail.
- b. The Competition, which is free of charge and entails no obligation to make a purchase, is open exclusively to any person. Anyone under the age of 18 years of age who submit a deadline must do so with their parent or legal guardian's consent and to be able to claim the prize have their parent or legal guardian accompany them to the attend the event.
- c. Submissions must include the photographs of development of the design in order to prove authenticity and that it is the Competitors' own work.
- d. Whilst members of staff and their families from the IAAF Member Federations, Area Associations, commercial partners may enter the Competition they will not be entitled to the prize. The prize is strictly reserved only for members of the public who enter the competition. No member of staff from either the IAAF or IAF may enter the competition.

3. VALIDITY & ENTRY

- a. To be valid each participant must have successfully completed and submitted their designs including photos by email to DesignHeritagePlaque@iaaf.org by 31 January 2019.

4. DESIGN RIGHTS AND INTELLECTUAL PROPERTY

- a. By entering the competition Competitors agree to assign (transfer) all the rights (including intellectual property rights) in their designs to the IAAF. Accordingly, the IAAF shall be entitled to appoint a third party modify, adapt, amend such designs. Competitors will be acknowledged as the designer of the

plaques along with any third party that the IAAF commissions to finalise the design.

- b. Competitors must not submit any designs or material which:
 - i. infringes the rights (including intellectual property rights) of any third party or be unlawful, threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy, which may cause annoyance or inconvenience or may restrict or inhibit the use of the Website by any person or which constitutes or encourages conduct that may be considered a criminal offence or give rise to civil liability in any country in the world;
 - ii. compromises the privacy or security of anyone other than the Competitor;
 - iii. does or may bring the IAAF or any of its brands or commercial affiliates into dispute or in any way damage their reputation.

5. THE PRIZE

- a. The prize that will be awarded is: -two tickets to IAAF World Athletics Championships Doha 2019 from Thursday 3 October 2019 to Monday 7 October 2019 plus economy class airfare for two; 4 nights B&B stay at the Sheraton Hotel, Doha, Qatar. The winner must ensure they have a valid passport and visas covering their stay in Qatar. The winner must also arrange their own travel insurance covering their stay in Qatar.

6. SELECTION OF THE WINNER

- a. A panel of experts shall judge and select the winner. If the winner does not wish to accept the prize or does not respond to the IAAF within 10 days of notification, the offer of the prize shall be withdrawn and the selected winner shall lose the right to accept the prize. The IAAF may then award the prize to another competitor, who will be chosen by the panel. The winner will be permitted to communicate their selection/win on social media only AFTER the announcements have been made officially by the IAAF on one of its official channels.
- b. Under no circumstances may the IAAF be held liable for delays in making prize available or for impossibility for Winner to claim enjoyment of its prize because of circumstances beyond the control of the IAAF.

7. WINNER PUBLICITY

- a. Competitors accept that the IAAF will have the right, without additional payment or permission, to use their name, age, town and country of residence, likeness, and photographs, including the design of the plaque submitted to participate to the Competition, for the purposes of announcing the winner of this prize and for related promotional purposes, which includes, without limitation, promoting the Competition or the business of the IAAF (including

when supported by its commercial partners) in any communication, on any media worldwide.

- b. This option may not constitute an obligation incumbent on the IAAF. The Competition winners' content may be published on the IAAF's website, IAAF's social media platforms and/or third-party websites and will be treated in conformity with the Website's Terms of use and Privacy policy.

8. DATA PRIVACY

- a. By submitting a valid entry for the competition Competitors agree that their data will be used for the purpose of the competition only. Competitors acknowledges that, if they update their e-mail address they shall notify the IAAF immediately. No liability shall apply to the IAAF for failure to notify the winner if the winner has not supplied a valid and current email address.
- b. Personal data submitted by Competitors in the entry form are required for the validity of the Competitor's submission. In conformity with Monegasque law n°1.165 of 23 December 1993 in relation to protection of personal data. Competitors are referred to the IAAF privacy policy which sets out their rights in respect of the handling of their personal information:
<https://www.iaaf.org/privacy-policy>

9. GENERAL TERMS

- a. These Rules are to be read in conjunction with and in addition to the IAAF.org website terms and conditions and by entering the competition Competitors agree to those terms and conditions.
- b. The IAAF is not responsible or liable for any technical, hardware or software failures of any kind and accepts no responsibility for lost, late or misdirected entries. Furthermore, the IAAF is not liable to the winner for any cancellation, delay, loss, damage, distress, injury, death or inconvenience arising from goods or services provided to the recipients of the prizes. The Winner therefore waives the right to any claim and any recourse against the IAAF or any one of the companies or the groups to which they belong as regards the prizes, in particular the quality thereof or any consequence arising from taking possession of a prize.
- c. The IAAF reserves the right to exclude from the Competition any person disturbing the progress of the Competition. It reserves the right to take legal action against anyone who has cheated, defrauded, manipulated or disturbed the operations described in the present Rules or who has attempted to do so.
- d. A winner who has cheated shall automatically forfeit any right to obtain any prize.
- e. The IAAF reserves the right, for compelling reasons and/or for reasons of force majeure, to shorten, extend, or cancel the present Competition in part or in full if circumstances so require. It may not be held liable in such a case. Prior notice of such changes may however be given by any suitable means. In the event of force majeure, of unforeseeable circumstances, or of exceptional circumstances, and even if such circumstances are its own responsibility

(subject to it having acted in good faith), the IAAF may terminate the Competition in full or in part.

- f. The present Competition shall be cancelled in the event of force majeure or beyond the control of the IAAF, without the Competitors or the Winner being entitled to claim any compensation in that regard.
- g. The Rules may be altered at any time by the IAAF, in compliance with the principles set forth above in this respect. Checks and Reservations: Any information disclosed by the Competitors and by the Winner, in particular their details, shall be considered as null and void and shall not be taken into consideration if it includes an anomaly.

10. APPLICABLE LAW

- a. The present Rules are governed by Monegasque laws. In order to be taken into account, any dispute, question or objection relating to the Competition shall be made at the latest thirty (30) days as from the closure of the disputed Competition session, in writing only and sent to the following address:
 - i. IAAF, 6-8 Quai Antoine 1er, BP 359, 98007 Monaco.
- b. The IAAF shall decide on any matter relating to application of the present Rules or not settled by them. Except for cases of cheating and fraud by the Competitors, any dispute that might arise during performance of the present Rules shall be settled preferably out of court between the IAAF and the Competitor. Any dispute that might arise on interpreting the present Rules shall be referred expressly to the laws of the Principality of Monaco and to the sovereign judgement of the IAAF, and, as a last resort, to the judgement of the competent Courts of the jurisdiction of Monaco.