



## Endorsement Terms for a 3x3 Competition

The Organizer is herewith asking for FIBA-endorsement for the 3x3 competition of reference (“Competition”) and accepting the endorsement terms.

The Fédération Internationale de Basketball, Route Suisse, 5, PO Box 29, 1295 Mies, Switzerland (hereinafter referred to as “FIBA”) is the world governing body of basketball. Only **FIBA-endorsed 3x3 competitions** are part of the official, integrated 3x3 Competition Network. The results of players participating in FIBA-endorsed 3x3 competitions will be displayed on <https://play.fiba3x3.com> (“play.fiba3x3.com”) and taken into consideration for players’ individual Ranking calculation purposes. For more information on play.fiba3x3.com and Ranking please check play.fiba3x3.com.

In consideration for the FIBA-endorsed status with respect to the aforementioned Competition, and having read the documents to which reference is made in the following, the Organizer acknowledges and agrees, if the Competition receives FIBA-endorsed status:

- to conduct the Competition in accordance with the official 3x3 Rules of the Game (available for download at <https://fiba3x3.com/documents>);
- to provide a safe environment for all persons (and their belongings) present at the venue of the Competition, in particular all players, officials, spectators and media representatives, and to contract appropriate general liability insurance covering personal injuries and damages to property at the venue;
- to accept only such players as participants of the Competition who have, prior to their participation in the Competition, registered with play.fiba3x3.com;
- that any 3x3 event must be organized with EventMaker (<https://em.fiba3x3.com>) and will, once finalized, automatically be published on play.fiba3x3.com;
- to collect the results of all games played at the Competition (and, optionally, individual player statistics) and upload them to play.fiba3x3.com within 48 hours of the conclusion of the Competition (or, if the Competition comprises multiple events, within 48 hours of the conclusion of the respective event) using the FIBA supplied tools;
- to hereby grant FIBA a non-exclusive, royalty-free, world-wide, perpetual, irrevocable and sub-licensable right to use
  - any data from the Competition and from previous FIBA-endorsed competitions organized by the Organizer, in particular (without limitation) the Competition results and other statistics, for the purpose of (i) promoting the Competition, (ii) creating and using individual players’ and Competition statistics on play.fiba3x3.com according to its Terms and Conditions and Privacy Policy (links to both of which can be found in the footer of every webpage of play.fiba3x3.com), and (iii) commercializing such data towards betting companies and health and fitness service providers; any revenue derived by FIBA from such commercialization shall entirely remain with FIBA; FIBA will not sell the data from the Competition with/to commercial partners or sponsors other than the aforementioned, and will not, until 1 year after conclusion of the Competition, use this data to promote any 3x3 competition that may conflict with any 3x3 competition organized by the Organizer; and

- any images and footage of the Competition for production, sale, distribution, development, advertising and promotion of any FIBA or FIBA-authorized communication, product or service (in particular play.fiba3x3.com), but excluding any use which implies endorsement by me of any other commercial entity, product or service communication;
- to defend, indemnify and hold harmless FIBA from/against any and all liabilities, losses, damages, claims, penalties, fines, costs and expenses, including (without limitation) reasonable legal fees, that may arise in connection with FIBA's use of the above-mentioned data, images and footage, except for the negligent or intentional misuse of the aforementioned data, images or footage by FIBA;
- to avoid infringing FIBA's trademark and to respect the following rules:

3x3 Infinity Logo



Endorsement Stamp



- Never use the 3x3 infinity logo, as further detailed under the FIBA 3x3 Branding Guidelines (available for download at <https://fiba3x3.com/documents>), unless expressly authorized by FIBA;
- Limited use of the FIBA 3x3 Endorsed Stamp as further detailed under the FIBA 3x3 Branding Guidelines, prohibiting inter alia the use of such stamp on apparel, field of play and backstop
- Comply with the FIBA 3x3 Branding Guidelines
- Any breach of the above provisions and/or breach of the FIBA 3x3 Branding Guidelines, will be prosecuted on the grounds of copyright and unfair competition legislation.
- that the Organizer is the sole organizer of the Competition, which means that the Organizer is responsible for any costs incurred in connection with the Competition and liable for any claims or damages arising out of or in connection with it (including, without limitation, damages to players whose results are not accepted on play.fiba3x3.com due to Organizer's non-compliance with these 3x3 Endorsement Terms); the Organizer agrees to defend, indemnify and hold harmless FIBA from/against any and all liabilities, losses, damages, claims, penalties, fines, costs and expenses, including (without limitation) reasonable legal fees, that may arise in connection with any such claims;
- to adhere to the applicable data protection laws, in particular by not collecting or processing any personal data of players or disclose such data to third parties unless entitled to do so by law or by written consent of the respective player;
- to conduct the Competition in a way which is consistent with the FIBA Code of Ethics (Book 1, Chapter 3 of the FIBA Internal Regulations, available for download at play.fiba3x3.com) and which does not impair the reputation of play.fiba3x3.com and/or FIBA; and
- to comply with the applicable national and local laws and to abide by any guidelines relevant for the Competition which are issued by the National Federation in whose territory the Competition is conducted.

FIBA reserves the right to endorse the Competition or to reject the Organizer's application. In case the Organizer breaches its obligations under these terms and conditions, FIBA may in its sole discretion decide to withdraw its endorsement of the Competition. The rights granted to FIBA in these Endorsement Terms shall survive any such withdrawal of the endorsement.

These 3x3 Endorsement Terms (and any agreement incorporating these terms by reference) shall be governed by and construed in accordance with Swiss law. Any disputes, controversies or claims arising out of or in relation to these terms (and/or any agreement incorporating these terms by reference), including the validity, breach or termination thereof, shall be submitted exclusively to the Court of Arbitration for Sport (CAS) and resolved definitively in accordance with the Code of sports-related arbitration. The arbitration shall be governed by Chapter 12 of the Swiss Act on Private International Law (irrespective of the parties' domicile) and its seat shall be in Lausanne, Switzerland. The Organizer shall not and hereby waives its right to institute any claim, arbitration or litigation, or seek any other form of relief, in any other court or tribunal.

Should any provision of these 3x3 Endorsement Terms be found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or operation of any other provision.

FIBA 3x3 can be contacted at [3x3@fiba.com](mailto:3x3@fiba.com).