

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the relationship between the World Rowing (the "WR") domiciled at Maison du Sport Internationale, Avenue de Rhodanie 54, 1007 Lausanne, Switzerland and you ("You") in relation to your submission of photos and/or videos (individually and collectively "Your Content") via a link on and/or via social media feeds using the hashtags #MyErgRoom and tagging "@worldrowingofficial" for the purpose of promoting the "My Erg Room" contest, the World Rowing Indoor Championships and World Rowing as a whole (all together the "Purpose"). In the event of any conflict between these Terms and Conditions and the Terms of Service of the Website, these Terms and Conditions shall prevail with respect to Your Content.

1. License

1.1. By uploading Your Content and in exchange for having the opportunity to show your interest the My Erg Room Contest and World Rowing, You irrevocably grant to WR the non-exclusive, sublicensable, worldwide, perpetual and royalty-free license and right to use, distribute or otherwise make Your Content available to the public, in whole or in part, throughout any media now known or hereafter devised, in particular, without limitation, the Website, for the Purpose at its sole discretion and without any need to seek any third party's permission. This license includes the right to copy, edit, crop, reformat, reproduce, or otherwise modify Your Content to display it on the different media or to combine it with other material (e.g. other user generated content, etc.) for the Purpose (e.g. collage of user generated content received, etc.). You also irrevocably grant the WR the perpetual, royalty-free and worldwide right to use your name, likeness, voice, statements, quotes, biographical information, other indicia of your identity or other information provide by You in and in connection with Your Content.

1.2. Neither the WR nor its licensees intend to draw any direct economic benefit from the use of Your Content and accordingly there will be no further (economic) consideration for the license granted by You herein.

1.3. To the extent permitted by law, You expressly waive any and all right: (a) to terminate this license and (b) to any action, claim or demand for injunctive relief and/or any action against the WR regarding the rights licensed herein, including without limitation, any such action, claim or demand concerning defamation, invasion of privacy, publicity or personality, passing off or infringement of copyright (including moral rights). Notwithstanding the foregoing, if the law allows You to revoke your consent so that WR cannot use Your Content as permitted in these Terms and Conditions, You will compensate WR for any costs and expenses incurred by them to comply with the revocation, to the extent permitted by law.

1.4. Although the WR hopes to use Your Content, WR is not obliged to do so. You agree that there is no obligation to return or preserve Your Content, and thus WR may delete Your Content received.

2. Submission Rules

2.1. You agree and warrant that You are either the only person featured in Your Content or that You have obtained all the relevant permissions from every person featured in Your Content to submit Your Content (including their name, likeness, voice, statements, quotes, biographical information, other indicia of their identity as captured) and to grant the license under these Terms and Conditions.

2.2. You may only upload appropriate content. Among others, Your Content may not be defamatory, include nudity pictures or sexual images, or any content that may reasonably be considered hateful or discriminatory, nor any content that encourages illegal behaviour. Furthermore, Your Content may not feature alcohol, tobacco, illegal drugs, mistreatment of animals, or any illegal behaviour.

2.3. You agree not to upload any content that contains any advertising or promotional material or otherwise promotes a product, service or other commercial activity of You or a third party.

2.4. You warrant that: (a) You have all the rights, powers and authorisations necessary to grant the license and right herein, (b) Your Content is wholly original with You and is not a copy or imitation of any other material, (c) the use of Your Content in accordance with this license does not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, publicity, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity, and (d) Your Content is not subject of any threatened or pending litigation, claim or dispute.

2.5. You warrant and confirm that You are of legal age in accordance with your country of residence and the conditions applicable to You.

2.6. If You have not reached the age of majority to enter into these Terms and Conditions and to validly transact on your intellectual property and image rights under the applicable laws and regulations, and especially those of your country of residence at the time of submission, You warrant that You have obtained the consent of your parent or legal guardian before submitting Your Content and your parent or legal guardian will have to enter these Terms and Conditions on your behalf. Accordingly, the acceptance of these Terms and Conditions is carried out by the persons providing due parental consent to the extent that were necessary in the applicable jurisdictions. WR reserves the right to request any additional pertinent paperwork documenting any above referred authorisation/consent.

2.7. WR is entitled to review Your Content and, if WR has reasonable doubts that You are of appropriate legal age or that You have the consent of your parent or legal guardian, WR will not use Your Content and will proceed to delete your information.

2.8. You agree to defend, indemnify and hold WR (including their respective officers, directors, employees, agents, affiliates and subcontractors) harmless from and against any claims, liability, losses, damages and costs (including legal fees) arising in connection with your violation of these Terms and Conditions.

3. Data Protection

To the extent Your Content and the supplementary information attached to Your Content (such as the date on which Your Content was created, or additional information that You provide via the Website's online data capture form) includes personal data, WR shall process this data in order to fulfil these contractual terms and for the Purpose (defined above). WR processes this data as a data controller, and relies on the following legal grounds when undertaking its processing activities: (i) fulfilment of a contractual relationship with You and letting You participate in this fan engagement opportunity (where You are of the required age to enter into a contract) and (ii) its legitimate interest. In particular, WR relies on the legal ground of legitimate interest where its fans may not be of the required age to enter into a contract and its carrying out of the Purpose. WR shall retain the personal data for the duration of the My Erg Room contest, and for as long as necessary to meet its legal obligations. WR processes personal data in accordance with its [Privacy Policy](#). Information on the types of organisations that WR shares personal data with, overseas transfers of personal data, as well as how to exercise your rights can be found in WR's [Privacy Policy](#).

4. Miscellaneous

4.1. No action from the part of WR, other than written waiver or amendment, may be construed as a waiver or amendment of these Terms and Conditions. If any provision of these Terms and Conditions is found invalid or unenforceable, the remainder of these Terms and Conditions shall remain valid and enforceable to the fullest possible extent under applicable law.

4.2. These Terms and Conditions shall be governed and interpreted by the laws of Switzerland, without reference to conflict of laws. Any dispute arising from or in connection with the execution or interpretation of these Terms and Conditions or breach thereof which cannot be settled amicably, shall be submitted to the exclusive jurisdiction of the Courts of Arbitration of Sport, based in Lausanne, Switzerland.