

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.

THE MY ERG ROOM CONTEST

The "My Erg Room" contest is an amateur photo and/or video contest (the "MER" or the "Contest") by World Rowing ("WR" or the "Organising Body"), an organization, registered under the laws of Switzerland whose registered headquarters are located at Maison du Sport Internationale, Avenue de Rhodanie 54, 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 and related to the Indoor Rowing discipline of the sport of Rowing.

1. OBJECT

- 1.1. Entry to the Contest is free of charge and not conditional on the purchase of any goods/services from WR or any third parties.
- 1.2. Participants require access to the internet in order to participate in the Contest. WR will not cover any costs associated with a Participant obtaining internet connection or uploading or downloading data.
- 1.3. Participants can submit their contest photo(s) and/or video(s) (the "Content") by posting it to Instagram, tagging "@worldrowingofficial" in the photo, and using the hashtag "#MyErgRoom (the "Submission Post").
- 1.4. Videos of the virtual competitors at the 2024 World Rowing Indoor Championships, presented by Concept2 will be automatically entered into the Contest. These virtual competitors do not necessarily need to post their Content on Instagram nor use the applicable hashtags.
- 1.5. The Contest will run from 12:00 CET on 24 January 2024 until 23:59 CET on 24 February 2024 (the "Entry Period"). Any entries received outside of the Entry Period shall be automatically rejected. As permitted by applicable law, WR reserves the right in all cases to shorten, extend, modify, postpone or cancel the Contest or - as applicable - certain of its stages at any time if circumstances so require and without payment of any compensation to anyone. WR shall not be held responsible as a result of such circumstances where they result from matters outside the WR's control.
- 1.6. A copy of these Rules shall be available for the duration of the Contest on the World Rowing website www.worldrowing.com. By participating in the Contest, each Participant, unconditionally accepts and agrees to comply with and abide by these Rules and any decisions of WR and/or - as applicable - the MER organisers. These Rules should be read in conjunction with the privacy policy ("Privacy Policy") <https://worldrowing.com/privacy-policy/>.

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 law.
- 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:
 - 2.2.1. The Participant must be at least 18 years of age, or the age of majority under applicable laws and regulations in his/her country of residence, where applicable law prohibits persons below a certain age from participating in this Contest, such persons shall not be eligible;
 - 2.2.2. 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;
 - 2.2.3. The criteria for the photos and/or videos to be submitted are described in more detail in articles 3 and 4 below;
 - 2.2.4. The Participant must be willing to participate in content production surrounding the awarding and activation of their Prize, including participating in promotional activities not limited to video, photo, interviews. This content is the sole ownership of WR to use globally and in perpetuity at their discretion, un-prohibited by the Participant.
- 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. 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 below) that they may win. WR 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. WR may therefore request additional information from the Participant in order to complete the verification process such as for example proof of residence or identity.
- 2.5. In addition to persons who do not meet the conditions set out in the Rules, the Contest may not be entered by WR personnel, any personnel of an Organising Committee and any individual or entity directly or indirectly involved in the conception, carrying out or management of the Contest, including any third-party service providers, their officers, directors, employees and affiliates, and members of the families or households of all such individuals.

3. CONTEST PHASES - REGISTRATION AND ENTRY SUBMISSIONS, AWARD/PRIZE CATEGORIES, SELECTION AND NOTIFICATION OF WINNERS

- 3.1. In order to participate (if not a virtual competitor at the 2024 World Rowing Indoor Championships, presented by Concept2), each Participant is required to have an Instagram account set to public visibility and be following @worldrowingofficial.
- 3.2. The Participant (if not a virtual competitor at the 2024 World Rowing Indoor Championships, presented by Concept2) must post the Content to their own Instagram account page. This posting can not be a story that disappears after a pre-prescribed time.
- 3.3. If the Content is not successfully posted to the Participants Instagram account, during the prescribed time, using the correct tags and hashtags, and otherwise following all other appropriate and relevant rules of this competition, the Content will not be considered for the Contest. WR cannot be held responsible as a result. The same applies if the Content is not to the dedicated WR email address as indicated in the respective WR communication.
- 3.4. The Content will be reviewed by WR, and the Participant may be contacted to submit either a copy or an alternative version to WR via email and/or social media channels. The WR email address in question is media@worldrowing.com.
- 3.5. The Content will be reviewed and judged by WR, as per the categories listed below in article 3.9. WR has sole discretion to select the Prize Winner.
- 3.6. The Content will be reviewed and once it has been approved to be compliant with these Rules it may be published on WR's Instagram page together with the Participant's name and nationality. Notwithstanding, WR reserves the right to remove any Content at any time on the Platform if it appears that the Participant responsible for the Content has not complied fully with these Rules in any way.
- 3.7. The Participant may be notified via email or social media channels in the following cases:
 - 3.7.1. Once the Content has been successfully approved and uploaded to WR's social media channels; or
 - 3.7.2. If the Content 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 Content where possible during the Entry Period.
- 3.8. The Prize Winners will be notified by WR. Upon notification, the Prize Winners must fill in all mandatory fields requested by WR, pertaining to confirming identity and fulfillment of the Prize. The Participant must register in their own name as written on their passport or any other official identification document. False identities are not accepted.
- 3.9. Award Categories: The judging portion of the Contest consists of a total of one (1), as follows:

There is a total of one (1) award. No distinction is made between gender and all Participants shall compete in the same award category. The Submission will be judged based on the creative merits of the Content as per the discretion of WR for the particular creative award category and will not be based on sports performance. The creative areas are as follows:

 - 3.9.1. Most unique location and/or most unique dressing of the location the content has been recorded at; and/or
 - 3.9.2. Best Content editing.

- 3.10. The Content submitted must comply with and be relevant to the sport and/or the award for which the Participant is competing, including any requirements regarding the film location and equipment (Appendix 2), if applicable. It is the sole responsibility of the Participant to submit the Submission in accordance with these Rules, including but not limited to registering for the correct sport and/or award.
- 3.11. Each Participant may only submit up to five (5) Submissions.
- 3.12. Each Participant may win up to one (1) award in total.
- 3.13. Selection and notification of Winner(s): The winner(s) of an award (collectively the "**Award Winner(s)**") shall be determined as set out below. Only Award Winner(s) may win a Prize (as described in article 6 below).
- 3.14. The Award Winner(s) will be announced Friday, 01 March 2024 (the "**Award Announcement**"). The final list of Award Winner(s) will be published on the Platform (www.worldrowing.com) and will be available on the Platform for a period of at least one (1) month after the announcement.
- 3.15. By entering the Contest, the Participants consent to their Content, 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 at least one (1) month.
- 3.16. After the results of the Contest are announced, WR (or a third party authorised to act on its part) will contact the Award Winner(s) by email that have won a Prize (hereinafter "**Prize Winner(s)**"). The Prize Winner(s) will receive instructions and will be required to provide contact details in order to claim and receive their Prize.
- 3.17. Please refer to article 6 below for further information regarding the Prizes.

4. CONDITIONS FOR CONTENT VALIDITY

- 4.1 In addition to all other conditions of these Rules, to be eligible, Content must:
 - a) Comply with all terms & conditions of the Instagram platform;
 - b) Comply with current Internet practices in force and must not undermine public decency. The Content will be disqualified if it:
 - is vulgar or offensive in character;
 - 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;
 - is in contradiction to current laws in force;
 - is contrary to public decency and/or public order and/or morality;
 - 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 Instagram 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 Content is deemed to fall within the above list shall be made by WR, acting reasonably. WR and MER Organizers reserve the right in their sole discretion to remove Content in the event that a takedown request or claims of infringement are alleged or received, or if WR or MER Organizers reasonably suspect infringement.

- 4.2 Entry and participation in the Contest are subject to the Participant's unreserved acceptance of these Rules and their agreement to the following:
 - 4.2.1 Each piece of Content (photo and/or 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 Content necessary for participation in the Contest and for the grant of rights set out at Article 5 of these Rules;
 - 4.2.2 Participants shall disseminate the Content only in accordance with Article 4.4 and shall not use their Content for any promotional or commercial activity, including without limitation in association with any competitor of any WR official sponsors; a list of such partners can be viewed here: <https://worldrowing.com/suppliers-and-partners>;
 - 4.2.3 the entry Content may not feature any identifiable individual other than the Participant (and where the Content has been shot/recorded in a public place, those individuals appearing in the background in an incidental manner without such individuals being identifiable);
 - 4.2.4 Each Participant shall take all reasonable personal safety protections. 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 Content for the Contest (including, in particular, public liability, for any equipment, accident or illness);
 - 4.2.5 Participants acknowledge that the "WR Properties" including the WR symbol, emblem(s), trademark(s), theme(s), logo(s), mascot(s) or other designation(s), are the sole and exclusive property of WR. Participants/Candidates also agree that they shall not be granted any marketing rights or any right of association, in any way, with WR.
- 4.3 During the period of the Contest and until after the Award Announcement, the Content must be used exclusively and solely in relation to the MER.
- 4.4 The Participant may share or upload their Content directly onto Instagram and may direct Internet users and fans to their Content hosted on Instagram to encourage them to like the Content.
- 4.5 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 Content complies with any community guidelines associated with any social media channel on which the Content may be shared. Furthermore, the Content shall only be shared on the Participant's personal account and WR's account on social media channel (and not on any third party's account) and, where applicable, using the hashtag(s) indicated by WR and/or any of the MER Organisers (i.e. #MyErgRoom).
- 4.6 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 WR 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.
- 4.7 It is understood and agreed by the Participants that WR cannot be held responsible in the event of injury to a person during practice for or recording/filming/generating Content 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 filming/recording/generating of the Content. However, nothing in this Article, Rules or agreement shall exclude WR's liability for death or personal injury resulting from negligence of the Organising Body. Accordingly, WR 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 recording/filming/generating of the Content for the Contest (including, in particular, public liability, for any equipment, accident or illness).
- 4.8 Arranging insurance cover and ensuring the safety of the Participant during recording/filming/generating the Content are the sole responsibility of the Participant and the Organising Body shall accept no liability where a Participant fails to take such action.
- 4.9 Any Content presenting a Participant who does not respect any compulsory rules regarding equipment, or any other conditions herein will be disqualified.

5 LICENSE OF CONTENT INTELLECTUAL PROPERTY RIGHTS AND AUTHORIZATION TO USE IMAGE RIGHTS

- 5.1 The Participant hereby grants to WR, including any third parties authorized by WR, a license on a non-exclusive, worldwide, non-revocable, free of charge basis to use the Content submitted, reproduce the Image Rights and the Participant Content in connection with the Content 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 MER and/or for, or in connection with, the promotion of WR, 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 license in relation to Image Rights shall renew for subsequent ten (10) 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 10-year period). The Participant herewith acknowledges and agrees that the

visibility/publicity that he/she obtains from the licensed use of his/her Content by WR 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 license 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 Content submitted by that Participant.
- 5.5 **"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 license provided by the Participant to WR includes the following rights:
 - 5.6.1 The rights of reproduction: the right to download and reproduce, in full or in part or not at all, the Content provided by the Participant to take part in the Contest. The reproduction rights include:
 - 5.6.1.1 The right to reproduce and authorize any third party to reproduce the Content;
 - 5.6.1.2 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;
 - 5.6.1.3 The right to organize the Content in an analogue or digital database or photo/video library as well as on any object;
 - 5.6.1.4 The right to make unlimited copies of all or part of the Content in any formats and media known now or in the future;
 - 5.6.1.5 The total or partial temporary or permanent downloading of the Content, 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;
 - 5.6.1.6 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;
 - 5.6.1.7 The reproduction rights also include the right to modulate, digitize, compress, decompress and store all or part of the Content 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 Content, their storage or their transfer from technical platforms due to possible alterations;
 - 5.6.1.8 The right of representation: the right to represent, have represented or authorize a third party to represent the Content 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 WR's sole discretion;
 - 5.6.1.9 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 Content, 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 Content 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;
 - 5.6.1.10 The right to communicate to the public all or part of the Content 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;
 - 5.6.1.11 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 Content 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
 - 5.6.1.12 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 Content 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 license further includes the right of WR to grant sublicenses to:
 - 5.7.1 its subcontractors; and
 - 5.7.2 its sponsors and other commercial or non-commercial partners, and
 - 5.7.3 to MER Organisers of the Contestupon terms which may be determined at the sole discretion of WR.
- 5.8 For all the aforementioned rights, included are the modes of utilisation by all vectors, media, social networks, techniques of communication media (point of sale, 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 WR will always be free to commercialize the advertising spaces of its websites and in particular the spaces before and after broadcasting of the Content (for the duration of the licenses granted). The said spaces will have a duration and format decided by WR alone and all income generated by the marketing of these spaces will remain the property of WR 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 WR to promote the Contest and to allow the widest possible reach of the Contest and its Participants and Content.
- 5.11 The Participant warrants, acknowledges and agrees:
 - 5.11.1 that they are the author of the Content and/or that they have received all necessary authorisations necessary for the grant of rights specified herein;
 - 5.11.2 that the Content 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 WR, its MER Organisers and/or its rights holders in accordance with the terms specified herein;
 - 5.11.3 that WR, its MER Organisers and/or its rights holders may reproduce the Image Rights and the Participant Content in connection with the Content submitted for the Contest; and
 - 5.11.4 to indemnify WR, its MER Organisers and/or its rights holders against any opposition or action or claim as a result of the content 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, otherwise as may be specified within these Rules.
- 5.13 Each Participant expressly hereby authorizes WR (or a third party authorised to act on its part or a MER 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 WR (or a third party authorised to act on its part or a MER Organiser) for the purpose of establishing, perfecting or confirming WR's (or a third party authorised to act on its part or a MER Organiser's) rights in respect of the authorization of Image Rights set out in these Rules.

6 PRIZES

- 6.1 All Prizes are listed in appendix 1.
- 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 WR or its MER Organisers within thirty (30) calendar days of a first attempt by WR or its MER 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, WR shall not be liable to compensate the Prize Winner in question.

- 6.4 WR 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 WR, or if WR 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 WR 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.
- 6.5 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, WR and MER Organisers give no representation or warranty with respect to the Prizes provided under the Contest; in particular, WR gives no warranty with respect to the quality of the Prizes or their suitability or fitness for any purpose. If and to the extent applicable any of the Prizes has a material defect, the Prize Winners should return the Prize to WR 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, WR and MER 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, WR and MER 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 WR and/ or the MER Organisers. Nothing in this Article 6.6 shall exclude WR and MER Organisers from any liability for death or personal injury caused by their negligence or willful 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 WR or MER 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 Considerations 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.
- 6.10 The Prize(s):
- 6.10.1 The Prize(s) contain one (1) economy class "round trip" ticket either by train or airplane, 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-in 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;
- 6.10.2 The Prize Winner(s) 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
- 6.10.3 The Prizes contain hotel accommodation for the Prize Winner(s). Hotel rooms are pre-booked by WR and specific room types cannot be requested. Room types may vary.
- 6.11 All event entry tickets will be provided electronically to winners 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.

The Taxes:

- 6.14 The Prize may be taxable income under the laws applicable to the Prize Winner. To the extent permitted by applicable laws, any taxes applicable to the Prize are the sole and exclusive responsibility of the Prize Winner. Each Prize Winner and 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.

7 DATA PROTECTION

- 7.1 Any personal information provided by each Participant will be used by WR for the purpose of administering entry into the Contest. Personal information will be handled according to WR's Privacy Policy which can be viewed here: <https://worldrowing.com/privacy-policy/>. The Privacy Policy contains information about how each Participant may access, update and seek correction of the personal information WR holds about them and how the Participant may complain about any potential breach by WR of privacy laws. If the Participant does not provide their personal information as requested, they will be ineligible to enter the Contest.
- 7.2 In case the Participant is based in India, the Participant shall consent to their personal information being stored, processed and handled by WR in any jurisdiction within or outside the Participant's country of residence. WR shall ensure that prudent and internationally accepted data protection standards be adhered to while storing, processing or handling such data.
- 7.3 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.

8 MODIFICATION OF AND COMPLIANCE WITH THE RULES

- 8.1 To the fullest extent permitted by law. WR 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 (if and as applicable) 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.
- 8.2 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 WR in its sole discretion.
- 8.3 WR may, at any time, and based on its own assessment, exclude any Participant from the Contest or Voter from voting, as applicable, if WR 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.
- 8.4 WR and/or MER Organisers may employ measures to detect and prevent fraudulent or abusive activities in connection with the Contest. WR reserves its right to disqualify any Participant, without prior notice and without liability to that Participant, if WR, 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:
- 8.4.1 non-compliance with the Rules and the regulations for participation in the Contest;
- 8.4.2 cheating, fraud or any kind of manipulation committed by the Participant themselves or third parties, regardless of their identity, which may be linked to the Contest or associated with the Participant (e.g. the use of special technology enabling multiple votes, etc.); and/or
- 8.4.3 if the Content 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;
- 8.4.4 inaccurate or false declaration.

- 8.5 WR will notify the Participant of the disqualification, and may give the reason for disqualification, without undue delay.
- 8.6 Depending on the circumstances, WR may invite the Participant to submit new Content, provided that the Entry Period is still open. The Participant is solely responsible for their entry in the Contest, including the Content.
- 8.7 In all cases, WR reserves its right to take any legal actions if necessary.

9 LIABILITY

- 9.1 By participating in this Contest, Participants and Voters, as applicable, agree to indemnify and hold harmless WR or the MER 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.
- 9.2 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 9.2 shall exclude the Released Parties from any liability for death or personal injury caused by their negligence or willful 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.
- 9.3 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.
- 9.4 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 (if and as applicable) are unable to connect or log on to Instagram or register, or submit Content to any technical problem or defect. If for any reason a Participant's Content is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Participants sole remedy is another entry in the Contests, if possible.
- 9.5 Finally, Released Parties disclaim all responsibility in the event of an incident which could occur during the use or the enjoyment of the Prizes.
- 9.6 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.

10 MISCELLANEOUS

- 10.1 WR'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). WR shall not communicate directly with Participants regarding the Contest except to inform and make arrangements with each of the Prize Winners where necessary.
- 10.2 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.
- 10.3 These Rules are made available in English on the WR website (www.wordrowing.com).
- 10.4 For help entering the Contest, please contact the support media@worldrowing.com.
- 10.5 For residents of France, if your telephone number is collected by WR or the MER Organisers, you have the right to register on the list of opposition to telephone solicitation available at <http://www.bloctel.gouv.fr>.
- 10.6 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 WR or MER Organizers. Contestant acknowledges that he/she is participating in the Contest and submitting any Content 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 WR and/or MER Organizers at the time of entry.

11 APPLICABLE LAW AND INTERPRETATION

- 11.1 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.
- 11.2 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 Court of Arbitration of Sport, 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.
- 11.3 **FOR CITIZENS AND RESIDENTS OF THE UNITED STATES OF AMERICA 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 PARTICIPATE 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: THE PRIZES

In total there will be 1 Prize: one per award. Each Prize will consist of a trip to the 2025 World Rowing Indoor Championships, presented by Concept2, which includes entry, travel and three (3) nights' accommodation for the Prize Winner (one person). The 2025 World Rowing Indoor Championship, presented by Concept2 will take place in the year 2025 and the exact date and location will be disclosed at a later stage. The approximate retail value ("ARV") of each Prize is max. EUR 2,500.00 (two thousand and five hundred) 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. Note that additional terms apply to the Prizes- see article 6.

APPENDIX 2: FILM LOCATION AND EQUIPMENT

(a) FILM LOCATION

For the avoidance of doubt, the "Film Location" shall refer to the venue or location in which in the Photo/Video footage is recorded.

(b) EQUIPMENT

For the avoidance of doubt: Indoor Rowing Machine.