ISMF SKI MOUNTAINEERING EUROPEAN CHAMPIONSHIPS

(name of the venue/events of the EUCH event)

AGREEMENT

between

THE INTERNATIONAL SKI MOUNTAINEERING FEDERATION (ISMF)

and

THE NATIONAL FEDERATION

(name of the country)

(hereinafter the “NF”) and

THE LOCAL ORGANISING COMMITTEE OF

(name of the venue/events of the EUCH event)

(hereinafter the "LOC")

Regarding

the Organisation of the Ski Mountaineering European Championships

(name of the venue/events of the EUCH event)
WHEREAS:

- ISMF is the supreme authority for all matters concerning ski mountaineering competitions; ISMF is the international non-governmental body administering the Ski mountaineering competitions and is therefore entitled to organize and operate all ski mountaineering World Cup, World Championships and Continental Championships competitions;
- ISMF’s principal purposes are the regulation, promotion, development, supervision and furtherance of international competitive ski mountaineering on a worldwide basis;
- ISMF is, pursuant to its Statutes, responsible for and undertakes – inter alia - “to encourage, promote, develop and supervise ski mountaineering competitions worldwide; (…) to establish the rules and standards to organise international competitions; to decide which international ski mountaineering competitions are officially recognized by the ISMF; (…) to award licenses and contracts to members and other organisations that seek authorization to organise official international competitions and associated activities; (…) to promote the equality of rewards, prizes and prize money; (…) to respect the Olympic Charter and developing the sport towards possible programme status in the Olympic Games; (…) to ensure/ provide the promotion in the media of the discipline and the international competitions of the ISMF calendar; to look actively and provide incomes for the proper functioning of the sport”;
- The ISMF Ski Mountaineering World Cup/European Championships is a series of ski mountaineering competitions held each winter season between athletes representing teams of various National Federation and which takes place at various sites around the world;
- The competitions of the ISMF Ski World Cup/European Championships result in individual results, overall rankings per type of competition (individual, vertical, sprint) and an overall World Cup ranking;
- The organization of the ISMF Ski World Cup/European Championships competitions is entrusted to National Federation, which are members of the ISMF;
- The NF has been appointed by the ISMF to organise certain ski mountaineering competitions in LOCATION as part of the 2019/2020 ISMF Ski European Championships;
- The NF has delegated all or certain tasks, rights and duties related to the organization of the Event to [Ski Club, other organization] as Organiser;
- ISMF has the supervision of the Ski Mountaineering World Cup called for the season (........name of presenting sponsor........) ISMF SKI MOUNTAINEERING European Championships hereinafter referred to as "EUCH";
- ISMF has among its objectives to expand and increase interest and awareness of international ski mountaineering competitions and the
number of supporters of this sport, as a provider of sports marketing services with the tasks of planning, promoting and setting up a range of business activities and programmes and having their subject matter in the ISMF EUCH (hereinafter referred to as EUCH);

- to achieve their objectives the ISMF has signed a collaboration agreement with a company for the management and implementation of media and advertising rights; the personnel of this company will operate during the EUCH as ISMF designees;
- the contract with the presenting sponsor and the others sponsors of the EUCH will not be operated by the ISMF, but by the company responsible for the management and implementation of media and advertising rights;
- The NF and/or the LOC declares to accept the following rules, which have been approved by ISMF and are applicable in their current version of the season in which the race takes place:
  - the “Rules for organising international ski mountaineering competitions”;
  - the “Rules for registering events in the ISMF calendar”;
  - the “Sporting Rules & Regulations and the Ranking Rules & Regulations”;
- and to have read and understood them in all their part (hereinafter referred to as “the ISMF Rules”).

1. DEFINITIONS

Unless otherwise defined in this Agreement, capitalized terms shall have same meaning as in the ISMF Statutes, the Rules for Organising International Ski Mountaineering Competitions, the Rules for registering events in the international calendar and in the Sporting and Ranking Rules. In case of discrepancy, the definitions in this Agreement shall prevail over the definitions in the ISMF Statutes, then the ISMF Rules.

- “Agreement” means this agreement regarding the organization of the (…….name of presenting sponsor.….… ) ISMF SKI MOUNTAINEERING European Championships event;
- “ …name of presenting sponsor.….… ISMF Ski Mountaineering European Championships” is the seasonal ski mountaineering races circuit included by ISMF in its World Cup calendar, duly authorised by ISMF and monitored by ISMF officials, in accordance with ISMF rules and standards that the NF and/or the LOC declares to accept after having read and understood it in all its parts;
- “Parties” means jointly the ISMF, NF and the LOC;
- “Races” means all competitions of the ISMF sanctioned World Cup, World Championships and Continental Championships taking place during the 2019/2020 Ski Seasons, including all competition events, training sessions, qualifications, pre - race preparation in warm-up,
official ceremonies (including opening and closing ceremonies, prize awards and bib draw ceremonies) as well as all other events to be held at the sites of the Races as part of their programming;

- **“Sites”** means all places and areas where the Races will be held, such as the starting areas (including installation), the course (including warm-up and competition areas), the finishing area, any location used for award ceremonies and presentations, the business/media/sponsor centre, race offices and headquarters and/or the air space above the aforementioned areas;

- **“Territory”** means the entire world;

- **"Event Facilities"** means all locations, offices, reception and meeting room facilities used for official purposes connected to the Event (including award ceremony facilities, race offices, accreditation office, meeting rooms used for official meetings [team captains' meetings, press conference rooms, rooms for announcements or presentations], press center, service infrastructures);

- **“Commercial Village”** means the area that, during each ISMF Competition, will be set up near the finish and starting lines of the race track and which is reserved for LOC, destined to host the LOC sponsor stands as well as initiatives organised by LOC and/or ISMF, offices for accredited press and various services intended for athletes (e.g., relaxation point, Internet connection); the Commercial Village it's not covered by TV camera range;

- **“Media and Broadcast Rights”** or **“Rights”** means the fully exclusive rights granted and assigned to ISMF and/or its designees as better defined hereinafter to film, record, broadcast, communicate, exhibit and distribute the audio-visual feed of the Races and any aspect related thereto (including winners’ proclamations, “medals and flowers” ceremonies or the like) throughout the world, in any language and form (e.g. live, pre-recorded, delayed, as well as highlights and excerpts for the purpose of news access), by means of any and all forms of radio and television, the Internet, wireless and mobile communication systems, audio-visual devices and other on-line or off-line transmissions including, but not limited to, any and all forms of broadcast, transmission and distribution via terrestrial waves, satellite, cable, telephone, wire or wireless networks and any and all analogical or digital media and devices now existing or to be invented in the future. These rights shall include the rights to reproduce, broadcast, communicate, exhibit and otherwise exploit and make the programming of the Races available to the public by any means and any kind of free TV, pay and encrypted TV, interactive TV, pay-per-view, video-on-demand, near video-on-demand, web TV, IPTV, non-mobile and/or mobile Internet, and also including, but not limited to, DVB-H, broadband technologies and all wireless technologies aimed at reception through mobile telephones or other
mobile devices, and any similar other media now existing or to be invented in the future. These rights shall further include, without limitation, the right to exhibit the Races in closed circuit public and private places (e.g. on ships, trains, airplanes, hotels, hospitals, schools, military facilities, cinemas, theatres or the like) and the right to make the recordings and video-grams of the Races available to the public through video tapes, DVDs, CD-ROMs, CDs and any other device or media now existing or to be invented in the future;

- “Advertising and Commercial Rights” means the right to use, exploit and market each, the Advertising Spaces and Commercial Rights relating to the Races under the terms and conditions set forth in this Agreement;

- “Advertising Spaces” means each, the spaces and surfaces available for advertisements and commercial identifications at and around the Sites in accordance with the ISMF regulations, therein including each, the spaces and surfaces available for the placement of panels, banners, athlete’s bibs, competition bibs, flags, signs, logo identifications, TV/data walls and backdrops for interviews, air balloons, stands, tents, inflatable arches and any other advertising space and surface of any kind;

- “Commercial Rights” means each, the rights and opportunities that may be granted to sponsors, official suppliers and commercial partners of any merchandising category, therein including naming rights, merchandising and promotional activities, marketing supplies, sampling activities, hospitality rights or the like;

- “Media and Advertising Sports Services” means the services provided by ISMF and/or its designees as better defined hereinafter as explained later;

- “Event Programme” means the booklet or brochure which contains the Event Schedule and other useful information related to the Event.

- “Event Schedule” means the list of activities related to the Event, including the time and location of their execution.

- “Event Venue” means the sites and locations which are used for the purpose of the organization of the Event including the Course(s) and Event Facilities not included in the Course(s).

- “Logos” means ISMF’s name, trade name, brand name, logo, and features and the EUCH LOGO as communicated by the ISMF;

- "Website" means the World Wide Web site dedicated to the Sport and ISMF Competitions, located at URL http://www.ismfskievents.com, registered by ISMF and implemented by ISMF;

- "Damages" means liabilities, damages, awards, settlements, losses, claims and expenses, including attorney's and technical experts’ fees, costs and expenses;

- "Third parties" means any individual, corporation, private or public
authority, limited-liability company, partnership, firm, joint venture, association, federation, foundation, joint-stock company, trust, or other entity or organisation in any part of the world, including a government or political subdivision or an agency or instrumentality thereof, different from the PARTIES;

- “ISMF Rules” means all regulations issued by the ISMF including specifically but not limited to the ISMF Statutes, all ISMF RULES are available on the ISMF website www.ismf-ski.org.
- “ISMF Council Delegate” ISMF Council delegate for to attend each event included in the calendar of the ski mountaineering World Cup, including World and Continental Championships;
- “ISMF Event Manager” is the manager of all events of the sporting calendar of ISMF;
- “ISMF Technical Delegate” is the technical delegate of the ISMF;
- “ISMF Referee” is/are the referee/s appointed by ISMF for each event included in the calendar of the ski mountaineering European Championships;
- “ISMF Ranking Manager” is responsible for the computerized management of the ISMF ranking;
- “ISMF designees” are professionals who have a working relationship with the ISMF in TV production, the implementation of commercial space managed by the ISMF, in the field of marketing and communication, in the field of image promotion, in the sector of media (TV industry, photo, press etc);
- “Force Majeure” means any event which is unforeseen and beyond the reasonable control of either party including but not limited to the following; Act of God, adverse weather, inevitable accident, failure or shortage of power supplies, fire, flood, epidemic, earthquake, explosion, war or armed conflict, embargo, government action or decree, riot or civil disturbance, failure or delay of common carrier or impairment or lack of adequate transportation facilities, inability to obtain, or the condemnation, failure of technical, Production or television equipment not under their direct control;
- “Organiser” means the person, group or entity that makes the necessary preparations and directly carries out the running and financing of the Competition as a principle, the NF shall be responsible for the proper organization of the Competitions and may delegate all or certain tasks, rights and obligations related to the Organization of the Competitions to an affiliated club or another legal entity which then becomes the Organiser and party to this Agreement.
- “LOC Organising Committee” is the group of persons or entity which executes the right, duties and obligations related to the organization of the ski mountaineering European Championships event;
- “....name of presenting sponsor ..... ISMF European Championships” means the ISMF Ski Mountaineering European Championships;
2. **APPOINTMENT OF THE ORGANISER**

Upon signature of this Agreement by all parties, the ISMF definitively confirms the appointment of the NF to organize the Event as part of the calendar 2019/2020 established by the ISMF International Forum meeting which will be held in Cervinia (ITA) from 22 to 24 November 2019.

The NF has delegated the tasks, rights and obligations related to the Organization of the Event to the Organiser. The NF and/or the LOC shall can sign an agreement setting out the respective rights and obligations. A copy of the signed agreement or a confirmation to the effect that such an agreement is in place shall be provided to the ISMF. A checklist defining the elements that should be included in such an agreement see the “Rules for organising international ski mountaineering competitions”. Notwithstanding any specification in this Agreement, the NF and the Organiser shall be jointly and severally liable for the proper organization of the Event in accordance with the terms of this Agreement and the ISMF Rules.

3. **GENERAL OBLIGATIONS OF THE LOC**

The Event and the Competitions shall be organized in strict compliance with the applicable ISMF Rules at present in force or amended by the ISMF from time to time, in particular the Statutes and the ISMF Rules. The LOC shall follow the reasonable instructions given by the ISMF.

The LOC shall provide all necessary infrastructures, support and services (including power supply) necessary for the proper organization of the entire event.

The LOC shall establish an Organizing Committee to carry out the tasks, rights and obligations defined in this agreement and in the ISMF Rules.

4. **THE LOCAL ORGANISING COMMITTEE**

The Local Organising Committee shall be composed according to “ISMF Rules for organizing international ski mountaineering competitions”.

All members of the LOC shall have the appropriate competence and experience necessary to carry out their duties.

The LOC shall use the ISMF language (E) in all official documents and meetings (official programme, team captains’ meetings, jury meetings, LOC meetings with international participation, etc.).

The LOC commits to pay the 20% of the hosting fee according to the ISMF rules for organising ski mountaineering competitions in force (point 2.4.1) as deposit by 31 December of the year before the Event. In any case if the LOC decides to cancel the event, the ISMF shall withhold the paid deposit.
5. FURTHER OFFICIALS
The NF and the LOC acknowledge that further officials may be delegated by the ISMF and the NF.

6. THE COMPETITIONS

6.1 The European Championships/World Cup competitions
The Event shall consist of the following Competitions:

• ........................................................................................................
• ........................................................................................................

The above dates may be subject to modifications as set forth in this Agreement.

In the event that competitions are organised within/in proximity to a ski resort, the LOC commits to establish the maximum collaboration with the latter for the use of snow cats and lifts where and when necessary (bad weather conditions etc).

6.2 Possible organisation of non-World Cup “open” races
The LOC may organise a non-World Cup open race during the World Cup event by respecting the specifications set in the ISMF Rules in force. Anyway this race shall be totally independent from the ISMF races and shall not cause problems to the World Cup event.

7. THE EVENT SCHEDULE

7.1 Elements of the Event Schedule
The LOC shall provide to ISMF for its approval at the latest 90 days in advance of the scheduled date of the first Competition a detailed Event Schedule.

The Event Schedule shall be established in close consultation with, and agreed by, the ISMF Event Manager. It must include the following elements:

• The Competitions (including training, inspections, free - skiing on race hill, etc.);
• Public Official Presentation and bib number announcement ceremonies;
• Winner and prize - giving ceremonies;
• Teams Captains’ Meetings.

At the discretion of the LOC, the Event Schedule may include further
related elements such as an official entertainment programme, official invitations, etc.

The ISMF may require to the LOC to modify the entertainment part of the Event if there are concerns that they may affect the timely execution of the Competitions.

Once the Event Schedule has been approved by the ISMF Event Manager, the LOC shall use its best efforts to implement it without further changes.

A provisional Event Schedule will be published on the ISMF website.

7.2 Postponement or cancellation of Competitions

According to ISMF Rules and in particular due to events of Force Majeure affecting the Competitions or other European Championships competitions, the Event Schedule may be amended by applying track of type B, C etc. which have to be approved by the ISMF in advance or Competitions may be cancelled at any time, as deemed necessary to secure the safe and smooth execution of the Competitions as well as of other World Cup competitions that are part of the 2019/2020 calendar.

Subject to compliance with ISMF Rules, the Jury may change the times of the Competitions.

In the case of an event being cancelled the ISMF Event Manager will liaise with the LOC and the Jury regarding possible postponement, the ISMF retains the rights regarding the final decision.

As a principle, the right to stage a Competition which has been cancelled returns to the ISMF. The ISMF may re-allocate such Competitions to a date as part of another World Cup.

The order of all other elements of the Event Schedule directly associated with the Competitions may be adapted as appropriate and in close consultation with ISMF Event Manager.

8. EVENT VENUE

8.1 In General

The Event Venue including the Course and all Event Facilities have been inspected by the ISMF as part of the application procedure. The inspection agreement including answers and undertakings given by LOC is subject to the inspection and will be agreed with ISMF Event Manager. The Event Venue shall respect the “ISMF Sporting Rules & Regulations” and the “ISMF Rules for organizing international ski mountaineering competitions”.

The LOC undertakes to maintain or, to the extent required in the
inspection report, timely improve the Event Venue. Any material change in any element of the Event Venue or any delay into the installation of the Event Venue shall be immediately notified to the ISMF.

Upon request, the ISMF Event Manager and/or its designees shall have unrestricted access to the Event Venue at any time (including during the preparation period).

8.2 Races

In General:

- The LOC shall regularly report to the ISMF Event Manager on the state of preparation of the Races (including the snow conditions in the period prior to the Competitions);

- An appropriate preparation and maintenance of the Races is of the essence of this Agreement. The LOC shall apply all reasonable measures to ensure that all Races are ready on time in the best possible conditions. In particular, the LOC shall implement all measures requested by the ISMF Event Manager;

- The LOC shall be responsible for the Races, in accordance with ISMF “Sporting Rules & Regulations”. Any measure requested by the Event Manager shall be implemented.

9. PARTICIPANTS AND TEAMS PERSONNEL

9.1 Qualification

Registered participants qualified in accordance with the ISMF Rules and within the applicable quotas shall be timely entered for the respective Competitions by their NF.

9.2. Registrations to the races

Registrations to ISMF races are entirely managed by the ISMF.

The LOC delegates the ISMF to collect the registration fees of its event in the name and on behalf of the first. In addition, the LOC accepts the withholding of the amount of the registrations until the hosting fee amount is reached deduced of 20% of the hosting fee paid by December.

Registration to open race/s will not be managed by the ISMF. Any way you can contact the timekeeping company working on the European Championships event to ask for a quote for the registrations and starting number/bibs supply.
9.2 9.3 Accommodation and board / travel

The LOC shall comply with the requirements set forth in the ISMF Rules. Accordingly, the LOC shall:

- provide appropriate accommodation and board for participants and officials within the applicable quotas; the maximum prices and during the specified periods will be 70,00 Euros (B&B); the ISMF will communicate at the autumn forum the CHF exchange rate which will be applied for the entire season; all expenses for accommodation and board for teams are in charge to respective NF;

- provide, free of charge, the service areas necessary for the storage and preparation of skis either in the hotels or in separate facilities;

- provide, free of charge, sufficient parking space to the teams, service and personnel of sporting goods close to the competition areas. Such parking space may be limited because of local situations.

9.3 Travel, Accommodation and Board for ISMF Officials

The LOC is expected to provide free accommodation and full board for the following ISMF officials that support the Event in addition to the ISMF Event Manager. The ISMF Office will provide the LOC with a list of arrivals and departures in good time prior to the event.

<table>
<thead>
<tr>
<th>ISMF officials</th>
<th>Number of persons</th>
<th>Single room</th>
<th>Double room</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISMF Event Manager</td>
<td>1</td>
<td>1</td>
<td>-</td>
</tr>
<tr>
<td>ISMF Technical Delegate</td>
<td>1</td>
<td>1</td>
<td>-</td>
</tr>
<tr>
<td>ISMF Referees (1)</td>
<td>3</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>ISMF Council Delegate</td>
<td>1</td>
<td>1</td>
<td>-</td>
</tr>
<tr>
<td>ISMF TV Team (done by ISMF designees) (3)</td>
<td>6</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>ISMF Implementation Team (done by ISMF designees) (1)</td>
<td>4</td>
<td>-</td>
<td>2</td>
</tr>
<tr>
<td>Time-keeping Staff</td>
<td>4</td>
<td>-</td>
<td>2</td>
</tr>
<tr>
<td>Official Speaker</td>
<td>1</td>
<td>1</td>
<td>-</td>
</tr>
<tr>
<td>Anti-doping doctor</td>
<td>1 or 2</td>
<td>(2)</td>
<td>(2)</td>
</tr>
</tbody>
</table>

Annotation:
(1) Minimum 3 stars (three-stars) hotel with complimentary Internet connection, reserved for ISMF's officials for a stay in the proximity of the Sites where the Races will be held during their entire duration, from two nights before the start of the first race until the morning following the end of the event, including food and lodging.
(2) Accommodation in terms of one or two rooms (two, if the doctors are a female and a male) for one night if requested by the antidoping provider, details to be communicated in due advance. Minimum 3 stars (three-star) hotel with complimentary internet connection.
The ISMF Office will provide to communicate to the LOC the name of the referees;

9.4 Prize-money

The LOC shall pay out the minimum prize-money (gross amount) in connection with each Competition according to ISMF Rules. The Organiser is however entitled to pay out a higher than the minimum prize-money.

9.5 Failure of the Organiser to comply with its duties

If the Organiser fails to fully comply with its duties (especially its financial duties) under this Section 9, the NF(s) and/or the participants concerned shall be entitled to claim from the Organiser and/or the NF repayment of their reasonable expenses.

Under the same circumstances, the NF and/or the participants may assign their claims to the ISMF which will then be entitled to request the respective payments from the Organiser and/or the NF. This may be enforced by debiting the amount from the organizing NF’s ISMF financial support.

9.6 Failure of a National Ski Association to comply with its duties

If a NF fails to fully comply with its duties (especially its financial duties) directly related to the Event, the ISMF shall assist the NF and/or the LOC in the enforcement of the respective claims. This may be enforced by debiting the amount from the organizing NF’s ISMF financial support.

10. ACCREDITATION

The LOC shall establish an accreditation system including the standard access zones or similar set in the “Rules for organizing international ski mountaineering competitions”.

The LOC shall issue accreditation with appropriate access zones for the various groups that include athletes, team officials, service personnel, NF officials, sponsors, partners, VIPs, special guests, etc. according to the accreditation matrix in the “Rules for organizing international ski mountaineering competitions”.

In all cases, access to the Races is restricted and subject to additional on-course permits issued under the control of the ISMF Event Manager.

No accreditation may be granted to a person that is currently serving a period of ineligibility because of a decision of the ISMF or another competent authority.

The accreditation system proposed by the LOC must be approved by ISMF.
11. **EQUIPMENT**

Equipment used on Races shall comply with the ISMF “Sporting Rules & Regulations”; the ISMF Technical Delegate may indicate more of the safety requirements which must be implemented by the LOC.

12. **TIMING AND DATA**

Timing and data services shall be provided by a company in accordance with the provisions of the global Timing and Data Agreement between this company and ISMF.

In the event an open race is organised, the timing service is already included in the ISMF Event hosting fee up to 300 athletes in total (ISMF and open race athletes) per day. If an open race is organised in a different day from the European Championships/World Cup races, the timing service shall be quoted with the official ISMF timekeeping company directly/or with another timekeeping company at your choice.

13. **PRESS AND MEDIA**

The LOC shall provide adequate working facilities and a professional press and media service. The press and media service shall be established and operated in conformance with the instructions of the ISMF Office as well as of the ISMF Marketing & Communication Department and as described in the “Rules for organizing international ski mountaineering competitions”.

13.1 The LOC press officer:

- He/she is appointed by the LOC and the NF. The LOC is responsible for ensuring the recruitment, the quality of work and the salary of the press officer.
- The press officer must:
  - Draw up the press kit;
  - Write press releases;
  - Organise press conferences;
  - Greet journalists from all the Media: TV, radio, written press, photographers, etc.;
  - Monitor press relations;
  - Ensure that race results are communicated to all media
  - Ensure that race results are communicated to the national federation;
  - Ensure that journalists receive proper accreditations/official passes;
  - Ensure that ISMF, NF and LOC partners are promoted appropriately,
  - Work in cooperation with the ISMF press officer and provide him/her with all press releases, images or other material in correct
13.2 The Press releases may be by the LOC

Press releases are prepared jointly by the LOC press officer and/or the NF and ISMF.

At the end of the event, the LOC press officer must provide the ISMF press officer by fax, email or other means, all press releases, images, results and any other information about the competition that might be of interest. Press Releases must be written in correct English and in a good journalist style and must not reflect bias of the hosting country and its athletes.

All press releases must be communicated on paper with the ISMF letterhead. After the event the LOC must provide ISMF with copies of all press articles.

14. MEDIA AND BROADCAST RIGHTS

14.1 Exploit of Media and Broadcast rights

Subject to the terms of this Agreement, NF and/or LOC grants, transfers and assigns to ISMF the right to exploit on a worldwide fully exclusive basis, all the Media Rights to the ISMF European Championships/World Cup events for the season 2019/2020. See the definition of Media and Broadcast Rights in the preface of this agreement.

Without limiting the generality of the foregoing, the Media and Broadcast Rights granted, transferred and assigned to ISMF shall also include, with no limits or restrictions, the exclusive rights to:

- make dubbed and titled versions of the Races’ programming, including, without limitation, cut-in, synchronized and superimposed versions, in any and all languages, for use in those parts of the Territory that ISMF or its assignees may deem advisable;
- make changes, deletions, alterations, interruptions or additions to the Races’ transmissions as it may be reasonably required;
- publicize, advertise and promote the Races throughout the Territory;
- insert commercials, advertisements and/or on-screen advertising of any kind, including virtual advertising, as well as sponsor the transmissions and make any interruption to the broadcast of the Races for that purpose;
- use and/or authorize its sub-licensees to use logos and trademarks of the ISMF sport organizations and of the venues relating to the Races,
as well as any part or sequence or image of the Races for the purpose of advertising or exploiting the Rights;

• distribute news concerning the Races throughout the Territory;

• include sequences, highlights or excepts of the Races in any anthology, documentary, news access, TV magazine, database, library, programme or commercial Production (e.g. advertisements, films, movies or the like).

The Media and Broadcast Rights granted, transferred and assigned to ISMF under this Agreement shall be fully exclusive, which means that, with the exception of ISMF and/or its designees, no other person or entity shall have or will have any similar or conflicting right with regard to the Races within the Territory. As part of the exclusivity granted to ISMF and/or its designees under this Agreement, the LOC acknowledges and agrees that:

• ISMF and/or its designees shall be the sole entity entitled to distribute the national and international feed and/or any audio-visual material related to the Races in any and all territories of the world for any use, therein including for news access purposes. Any request received from third parties to access any footage of the Races shall therefore be addressed to ISMF and/or its designees;

• no other person or entity, except ISMF and/or its designees, will be allowed to access the site(s) of the Races with shooting or recording equipment or devices, and any request by third parties to access the site(s) of the Races for reporting purposes shall be addressed to ISMF and/or its designees.

All Media and Broadcast Rights granted, transferred and assigned to ISMF under this Agreement may be freely granted, licensed or otherwise marketed and distributed by ISMF and/or its designees at its/their exclusive discretion, in whole or in part, to any third party of any country and region of the Territory.

14.2 Exploit of video by NF and/or the LOC

The NF shall remain entitled to exploit videos of the Races only for internal and not commercial purposes and upon prior detailed communication by the NF to ISMF and/or its designees about such exploitation. The said videos shall not be in any case published on any internet website without ISMF’S and/or its designee’s approval.

With reference to the SEASON, ISMF and/or LOC is/are entitled to publish on its/their official internet website(s) and/or its/their official YouTube channel(s) footage of the hosted events, according to the following specifications:
• A maximum of 3 (three) minutes highlights provided by ISMF’s designees per each event (“event” means all the races held in one venue during a ski season regardless the number of disciplines) on ISMF’s and/or LOC’s official website(s) and/or its/their official YouTube channel(s).

• Transmission limited to the official ISMF’s and LOC’s websites and/or official YouTube channels and social media pages (including but not limited to Facebook, Twitter, etc.) accessible on URL addresses to be communicated to ISMF and its designees in advance.

• Worldwide transmission, with no need to geo-block.

• Not downloadable audio-video material.

• For LOCs hosting events every season: transmission until the event of the next season.

• For LOCs not hosting events every season: transmission until December 15th. The transmission can be resumed on December 15th of the season in which the LOC will host the event again, until the event date.

• Audio-video material not to be licensed, distributed or otherwise shared with any other party, including, but not limited to, sponsors and tourist offices, which will be addressed to ISMF and/or its designees if interested to obtain footage. Any NF or LOC different from the event host will also be addressed to ISMF and/or its designees for any footage needs.

15. TV PRODUCTION

As a full and total consideration for the Multimedia Rights during the season, ISMF and its designees shall be responsible for TV Production, at the same standards applied for the previous seasons, and shall bear all the related costs, including travel expenses.

ISMF and its designees plans to produce and distribute a 15 (fifteen)-minute-highlights programme for each of the ISMF World Cup Races week-end and 25 (twenty-five)-minute magazine for the World Championships during the SEASON 2019/2020.

ISMF and its designees shall also be responsible for post-Production services as well as distribution, at the same standards applied for the previous seasons, and shall bear all the related costs.

As a consequence of ISMF’S exclusivity, the NF and/or LOC agree(s) that, with the exception of ISMF and/or its designees, no other person or entity will be allowed to access the site of the Races with shooting or recording equipment or devices, and that any requests by third parties to access the site of the Races for reporting purposes shall be addressed to ISMF and/or its designees.
16. TV PRODUCTION ASSISTANCE

The LOC shall comply, free of any charge or cost for ISMF and/or its designees, with any reasonable requests for space, equipment and assistance, at the site of the Races, necessary for ISMF’s and/or its designees’ TV Production including, but not limited to:

- Manpower: the LOC shall make their best efforts to provide manpower (4-5 [four up to five] people) at no costs, in accordance with the needs of the ISMF’s and/or its designees’ TV Production team;
- assistance to the ISMF’s and/or its designees’ TV Production team for the set-up of its technical equipment;
- electricity, or electricity generator, in accordance with the needs of ISMF and/or its designees;
- in case of Races held at night, necessary and appropriate lighting system to guarantee the best TV production of the same, in accordance with the indications to be provided by ISMF’s and/or its designees’ TV Production team;
- transportation by pistimachines, ski - doos and helicopter (where available and allowed by local law) for the production team and its equipment, in accordance with the needs of ISMF and/or its designees;
- accommodation (full board) for 6 (five) members of the ISMF’s and/or its designees’ TV Production team (see point 9.3).

All taxes, charges and duties (if any) in connection with any license and/or permit shall be at NF and/or LOC exclusive care and cost.

In the event that a LOC of one of the ISMF Races (or a third party designated by such LOC), that are selected produces a feed of its ISMF Races, the LOC shall try to do its best to secure that such feed will be made available to the ISMF and/or its designees at no costs.

17. ADVERTISING RIGHTS

Subject to the terms of this Agreement, NF and/or LOC grant(s), transfer(s) and assign(s) to ISMF on an exclusive basis the right to exploit at least 60% (sixty-percent) of the Advertising and Commercial Rights available for the Races, as detailed in the following clause, taking into consideration that the remaining 40% (forty-percent) will be granted to the relevant LOCs on the basis of the marketing plan that ISMF will communicate in writing to the LOCs within September 1 prior to the beginning of each Ski Season.

All advertising and commercial markings and supports used at the Event shall comply with the technical specifications set forth in the ISMF “Rules for organizing international ski mountaineering competitions”. The LOC shall
respect the rights assigned to the EUCH Sponsor(s) by the ISMF as below specified.

17.1 The Advertising and Commercial Rights hereby granted, transferred and assigned by the LOC to ISMF under this Agreement include, without limitations, the following:

- the Advertising Spaces at the Sites to be exploited by ISMF on an exclusive basis, including, inter alia, the following surfaces:
  - athletes’ competition starting numbers (bibs) (including leader bibs and, if applicable training, forerunners’,) on the front and back of the same;
  - banners and flags (whether in televised positions or not) in the official warm-up and competition areas, on course (between the start house and the arrival structure), within, around, behind and above the finish corral;
  - video and data walls;
  - starting installations, official warm-up, and competition areas;
  - gate flags and course markers;
  - arrival and finish line installations;
  - interview walls;
  - award ceremony areas, including backdrops and podiums;
  - media bibs;
  - inflatable arches;
  - stands, tents inflatables or other structures at and around the Sites, including any area surrounding the location of the Races, such as the race office, main press center, headquarters, etc.

- to appoint official sponsors, suppliers and commercial partners to the Races for any product and service in any merchandising category, therein including presenting sponsors with the right to have their name included within the title of the Races (through the use of sentences such as “presented by [Company]” or similar) and the same title used in all official publications relating to the Races;

- to grant to sponsors, suppliers and commercial partners advertising rights and commercial identifications on and within official publications and printed materials issued in connection with the Races, including, with no limitations, on and within:
  - 1/3 (one/third) of the cover page in the official programme of the Races;
  - official printed materials such as Races’ souvenir programmes, information bulletins, press releases, official posters, starting lists, results lists, official letterheads, entry tickets, accreditation passes, ticket application leaflets, flyers, and other similar
ISMF SKI MOUNTAINEERING EUROPEAN CHAMPIONSHIPS

materials;
- the ISMF and the LOCs’ official website;
- to grant to sponsors, suppliers and commercial partners the right to set up stands, tents, hot-air balloons or any other structure for commercial use or commercial identification, and to carry out sampling or other promotional activities in, at and around the Sites;
- to exploit exclusively other advertising rights in, at and around the Sites through all media already existing or that may exist in the future, as agreed with the ISMF, including but not limited to specific advertising (e.g. on-snow advertising and right to name portions or the entire course of a particular event);
- any advertising through public announcement systems or similar audio and/or video systems at the Sites (such as video walls and scoreboards);
- any future Advertising and/or Commercial Rights of any kind now unknown. Should new advertising surfaces or spaces, sponsorship rights or commercial opportunities be identified by the ISMF, by the NF or by the LOCs, any and all of them will automatically be part of the rights granted by way of this Agreement;
- to appoint timekeeping and data processing partners to the ISMF-sanctioned World Cup, World Championships and Continental Championships. Such partners shall be entitled to on-screen credits, subject to applicable laws, regulations and relevant codes of practice.

17.2 The Advertising and Commercial Rights herein granted, transferred and assigned to ISMF are fully exclusive up to at least 60% (sixty-percent) of the spaces and surfaces available for advertisements and commercial identifications at and around the Sites, which means that no third party has or will have, or manage, any of the aforesaid rights, or any conflicting one, with regard to the Races.

17.3 In connection with each Race, the respective LOC shall retain, for its commercial local sponsors and for its institutional partners (jointly “Local Sponsors”) up to 40% (forty-percent) of the advertising opportunities within the TV camera range (always calculated for each Race), according to ISMF’s marketing plan as per above-mentioned marketing plan. The use of the above-mentioned advertising positions shall be in any case agreed upon between the Parties and shall not be assigned to companies that might be in competition with ISMF’s sponsors. To this extent, and in line with the Parties’ undertakings in the agreement covering the 2019/2020 Ski Season, ISMF and/or the relevant LOC shall inform ISMF of the names and product categories of the companies to which it/they may assign the above-mentioned spaces before approaching the said companies and ISMF shall have the right
to deny its approval if any such assignment jeopardises the exclusivity granted to any of its clients. “Institutional partners” of the LOC are the name of the venue, the name of the skiing resort, the Province, the Region (whether touristic or political), the Country and/or the Government. Each LOC shall minimize the number of its Local Sponsors to a maximum of 5 (five) per Race and none of these Local Sponsors shall be allowed to have an advertising surface percentage higher than 20% (twenty-percent) of the total advertising opportunities within the TV camera range left to the LOC.

In respect of percentages allocation of the sponsors areas within the TV camera range, ISMF shall grant fair appearance opportunities to the sponsors of both Parties.

In connection with each Race, each LOC shall retain, for its Local Sponsors advertising positions outside TV camera range, in the so-called “commercial village”.

The exploitation of the above-mentioned advertising opportunities shall be at LOC’s and/or its Local Sponsors’ exclusive care and costs and shall be primarily submitted to ISMF for approval, such approval not to be unreasonably withheld.

Should the LOC not be able to sell 40% (forty-percent) of the advertising opportunities within the TV camera range no later than 30 (thirty) days before the respective ISMF EVENT, the unsold advertising opportunities shall be assigned or transferred to ISMF, which shall be free to assign such spaces to others ISMF’s sponsors.

17.4 ISMF shall also have the possibility to place a roll-up with the names of the manufacturer pool members in a position to be agreed with the TV Production and Implementation Team.

18. EXPLOITATION OF ADVERTISING AND COMMERCIAL RIGHTS

For the exploitation of the Advertising and Commercial Rights herein granted and assigned to ISMF, the LOC undertakes to provide the following facilities for all Races, free of any charge and cost.

18.1 All the facilities required for the installation of all advertising materials at the Sites, in good technical conditions and in conformity with the applicable ISMF regulations, at least 48 (forty-eight) hours prior to each Race or training, in accordance with the provisions set forth below:

- starting area: sufficient space and electricity to accommodate an inflatable arch of approx. size 10m. large and 6m high. Sufficient space for banners and flags in the inflatable arch area (before the start line about 50m length
and after the start line about 50m. on both sides). The surface shall be regular and without gradients along the entire perimeter;

- finishing area: sufficient space and electricity to accommodate an inflatable arch of approx. size 10m. large and 6m. high. Sufficient space for banners and flags in the inflatable arch area (before the finish line about 50m length and after the finish line about 50m. on both sides). The surface shall be regular and without gradients along the entire perimeter; the LOCs shall communicate to INFRONT the specifications of the spectators’ delimitation installation (if planned wooden frames, nets, etc.) in the start and finish area.

18.2 The LOCs shall make available, in case of need and upon the request of the ISMF Implementation Team:

- all appropriate means of transportation (e.g. lifts, snow-cats, snow-mobiles, piste-machines, vans, 4x4 SUVs, helicopters where available, etc.) for the installation and dismantling of the advertising materials, for the entire period necessary to complete the said operations;

- the manpower consisting of (4-5 (four up to five) people) people to be at ISMF Implementation Team’s disposal for the transportation, installation and dismantling of the advertising materials, in connection with each Race, and in any case starting 1 (one) day prior to the first Race up to and including the last day following the last Race;

- in case of wind or bad weather conditions during any day of Races, each LOC shall make their best efforts to provide the manpower consisting of 8 (eight) people to ensure safety surveillance on the course advertising positions, as required by the ISMF.

18.3 In connection with all Races, the LOC shall:

- use and print any logo, commercial identification or advertisement that will be sent by ISMF to the LOCs within 30 (thirty) days before the beginning of each scheduled Race on official publications and printed materials relating to the Races, in compliance with ISMF’s requirements; the LOCs shall request ISMF’s written prior approval for all layouts before printing or issuing such materials;

- request and obtain, at its exclusive care and charge, all
licenses and/or permits from local or national authorities or sport organizations or any other third party, as necessary in order to ensure ISMF and/or its designees full exploitation of all Advertising and Commercial Rights hereof. All taxes, charges and duties (if any) in connection with any license and/or permit, as well as any other tax, charge or duty relating to the Advertising and Commercial Rights, shall be at the LOC’s exclusive care and cost.

The LOC shall further provide ISMF, free of any charge and cost, with:

- accreditations and ski-passes enabling ISMF’s personnel (ISMF staff, ISMF TV Production Team, ISMF Implementation Team) and other people designated by ISMF and/or its designees to access the Sites during the entire Race period, consisting of:
  - “all access” accreditations for ISMF TV production and Implementation Team granting, with no limitations, free access to the entire area of the Races;
  - ski-passes;
  - car passes and entry permits, close to the Sites, as per ISMF’s request for its personnel, designees and/or guests;
  - accommodation (full board) for the ISMF staff (see point 9.3)

In connection with the TV transmission of the Races, the ISMF and/or the LOCs shall cooperate to find the best possible advertising positions and spaces, including by holding pre-season or pre-Race course inspection with ISMF’s representatives, and shall further ensure that:

- during the entire duration of the Races, the competitors will wear the bibs;
- the banners, installations and other materials for commercial identification of ISMF sponsors will not be hidden or otherwise obscured by officials, coaches, course workers, spectators or other people.

19. SERVICES AND CONSIDERATIONS ON ADVERTISING RIGHTS

19.1 Implementation Team

The ISMF with the Implementation Team shall be responsible for the implementation of its clients’ advertising materials and shall bear costs of the related implementation services which will be provided by adequate number of staff people (“IMPLEMENTATION TEAM”) for transportation and installation of the advertising materials.

The ISMF Implementation Team shall define the positions of the advertising opportunities of the LOC’s LOCAL SPONSORS, which will be
implemented at LOC’s and/or its LOCAL SPONSORS’ exclusive care and costs according to ISMF Implementation Team instructions.

The ISMF TV Production and Implementation Team shall be responsible for photographs and shall bear the costs of the photographer, except for the arrival and finish areas as well as flower and podium ceremonies. To cover this area, the LOC shall appoint a professional photographer, working in close cooperation with the ISMF TV Production and Implementation Team on site and providing photos of the competitions from the Start and Finish areas, as well as of all Podium/Flower Ceremonies.

Such photos will be free of any rights and, on top of LOC uses, shall be available for use on ISMF website and Social Media as well as for distribution to third media, where the credits will be reported as ISMF Press Office ©photographer name

The photographer shall deliver the photos as soon as possible after each competition via technical facilities which will be outlined in advance (ftp, wetransfer, etc).

Photographs need to:
- Be in high definition and of professional quality.
- Wide-cover the Starts and Finish arches, and include the sponsors banners, while keeping an impartial aim to the ISMF/LOC sponsors ratio.
- Include close-ups to athletes.
- Cover all Ceremonies with both wide-angle and close-up photos.

Examples of coverage of Start and Finish areas, and of Ceremonies, can be found on ISMF official website [http://www.ismf-ski.org/webpages/category/photo-gallery/]. ISMF/Infront staff on site will be available to briefly outline eventual guidelines to the photographer appointed by the LOC.

The Parties shall discuss and agree in good faith upon the distribution of the photographs to the different interested parties.

19.2 Materials and services provided by ISMF Implementation Team

Materials and services provided by ISMF Implementation Team free of charge:

- Inflatable arch start;
- Inflatable arch finish;
- Advertising material of European Championships circuit sponsors for the racing tracks (banners, flags, inflatables etc.);
- Material of ISMF (banners, flags) for the racing tracks;
- Backdrop for prize giving ceremonies (flowers ceremonies directly after the races) and official interviews;
• Plastic band for the course (used for example in the sprint race climb);
• Photo gallery of the events.

20. INTELLECTUAL PROPERTY

20.1 In general

The official name and logo of the European Championships which is “…..name of presenting sponsor….. ISMF Ski Mountaineering European Championships” as well as the name and logo(s) of the ISMF are the sole property of ISMF (the ISMF logos will be communicated by the ISMF Office).

The LOC shall have the right and the obligation to use the above names and logos including the title sponsor's name for the purpose of the organization of the Event. This shall include the use of the names and logos by sponsors and suppliers of the Event.

20.2 Event Publications

The LOC shall reproduce the names and logos communicated by the ISMF in every communication or promotion related to the Event and the Competitions thereof, such as:

• the official website of the Event;
• Event poster(s);
• banners or other supports bearing the name of the Event;
• the printed Event Programme;
• all publications relating to the Event, including press inserts, press releases, start and result lists and any other official publication of the Event.

Event publications may also bear the names and/or logos of other sponsors and/or suppliers. The Organiser shall however procure that the use of the names and logo of the Event by a sponsor or supplier does not create the false impression that such sponsor or supplier is a sponsor or supplier of the overall World Cup or the ISMF.

As a general rule, the official name and logo of the European Championships including the name of the sponsors’ and the name and logos’ of ISMF shall appear at the top of the publication, with the other sponsors’ and suppliers’ names and logos appearing underneath or otherwise separated.
All official publications, including Competition data, must use the layouts provided by the ISMF as set forth in the Timing and Data Technical Requirements. See the Rules for organizing international ski mountaineering competitions.

20.3 Use by Event Sponsors

The LOC shall be entitled to grant the right to use the European Championships name and logo always together with designations specific to the Event provided that:

- the European Championships name and logo is used only for promotional and not for licensing and merchandising purposes,
- it always includes the name of the European Championships Presenting Sponsor, and it does not create the impression that the Event Sponsor is also supporting the overall World Cup; and it complies with the graphic specifications provided by the ISMF.

21. THE EVENT PROGRAMME

The LOC shall publish a detailed programme of the entire Event and all Competitions as hard copy and on the website of the Event.

The Event Programme shall contain the necessary content according ISMF “Rules for organizing international ski mountaineering competitions”.

The following content shall be published in the Event Programme free of charge at the ISMF’ request:

- one full color advertising page in a premium location for use by the European Championships Presenting Sponsor;
- one full color advertising page for use by the European Championships Sponsor
- one full color advertising page for use by NF
- a message to the audience provided by ISMF.

The cover page of the Event Programme shall bear the official name and logo of the ISMF European Championships as well as the name and logo of the ISMF in a prominent position. The proposed lay-out and content of the programme shall be submitted to the ISMF Marketing & Communication Department for prior approval, such approval not to be unreasonably withheld or delayed. See the Rules for organizing international ski mountaineering competitions.

22. REPRESENTATIONS AND WARRANTIES
22.1 By the ISMF
The ISMF represents, warrants and undertakes to the NF and the Organiser as follows:

- that it has and will continue to have throughout the Term full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it under this Agreement;
- that it will apply its best efforts to encourage and facilitate the participation of top ranked athletes in the Competitions.

22.2 By the NF and the LOC
Both the NF and the LOC warrant and represent to the ISMF:

- that they have and will continue to have throughout the Term full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it under this Agreement;
- that all the answers, statements and representations made towards ISMF during the application process were truthful and they warrant that they will respect any undertakings made during the same process on the understanding that these answers, statements, representations and undertakings form the basis of their appointment and of their obligations pursuant to this Agreement in addition and complement to any obligation specifically set forth herein.

23. SUSTAINABILITY
The LOC acknowledges and agrees that respect for the environment is an important consideration in the organization and staging of the Event. The LOC shall carry out its tasks under this Agreement in a manner which duly considers the concept of sustainable development complies with the applicable environmental legislation and, whenever and wherever possible, serves to promote the protection of the environment. The LOC agrees to accept any sustainability procedures established by ISMF.

24. MEDICAL SERVICES
The LOC is responsible for the provision of medical services to provide maximum assistance to athletes involved in competitions. Such medical services must be available for athletes, officials, spectators and any other person attending, or being affected by, the Competitions. The LOC must ensure compliance with the recommendations of the ISMF “Rules for organizing international ski mountaineering competitions” and ISMF “Sporting Rules & Regulations”. In addition the LOC must present a medical plan for
the event during the official briefing of each race and must include a medical station/ambulance in the departure/arrival area/s.

25. INSURANCE

The NF and/or the LOC must have adequate insurance as required in the host country to cover civil liability. The coverage shall include all members of the Organizing Committee and of the Jury, including the ISMF representatives. The minimum liability insurance amount shall be Euros 3’000’000 (three million Euros) for each incident.

The ISMF will take care of full insurance coverage of the civil liability of the officers and staff members attending the event on behalf of the ISMF who are not members of the Organizing Committee and of the Jury.

The insurance coverage shall apply from the day before the first training day until (and including) the last day of the Event. The Organiser shall submit a copy of the relevant insurance policy to the ISMF Event Manager prior to the Event.

26. ISMF ASSISTANCE

The ISMF undertakes to share its knowledge and expertise related to the organisation of European Championships events and to assist the LOC in the planning, organisation and staging of the Event.

In particular, ISMF shall provide:

- support by the ISMF Event Manager and ISMF Technical Delegate during the preparation phase as well as during the Event;
- the services of an equipment controller for the competitions;
- support from the ISMF Marketing and Communications Department regarding the Event programme;
- administrative support by supply of the relevant ISMF European Championships documentation, including technical documentation, rules, quotas and info sheets;
- advice and support of timing and data issues by the ISMF Event Manager.

27. TERMINATION AND CONSEQUENCES THEREOF

27.1 Regular Term

This Agreement enters into force upon signing of all parties and shall last until 30 days after the last day of the Competitions. The LOC and the NF remain fully liable for the fulfilment of their duties (especially the duties) as set out in this Agreement also after the termination date.
27.2 Early Termination

Either party may terminate this Agreement immediately by giving written notice to the other if:

- that other party goes into liquidation whether compulsory or voluntary.
- that other party ceases or to carry on business.

The ISMF shall be entitled to suspend or terminate this Agreement immediately upon notice in the event that:

- any of the representations and undertakings given by NF and/or the Organiser in this Agreement or otherwise prove to be untrue or inaccurate or are not respected and given full force and effect by or on behalf of NF and/or the Organiser;
- there are circumstances which, in the reasonable opinion of the ISMF may endanger or jeopardize the successful conduct of the Competition and/or the safety of the athletes, the officers, the personnel, the audience or third parties;

27.3 Consequences of Termination

The expiry or termination of this Agreement shall be without prejudice to any rights which have already accrued to either of the parties under this Agreement.

Upon early expiry or termination of this Agreement:

- all of the rights granted to the NF or the Organiser shall forthwith terminate and automatically revert to ISMF;
- the ISMF shall be entitled to grant all or any of the rights under this Agreement to any third party; and
- the ISMF, the NF and the Organiser will promptly return to the other all of the property of the other within their possession.

The right to terminate this Agreement shall in any event be without prejudice to any other right or remedy of the parties.

28. INDEMNITY

The NF and the LOC agree to protect, indemnify and hold harmless, jointly and severally, the ISMF from and against any and all liabilities, damages, costs and expenses (including reasonable legal fees) whatsoever and from any claims, actions or judgements whatsoever (whether brought or threatened) arising directly or indirectly out of or in any way connected with claims linked with the NF and/or the LOC acts or omissions in connection
with the organization and staging of the Event (or any part or aspect thereof) where such acts or omissions are in breach of their obligations and duties pursuant to this Agreement.

29. WAIVER

No delay or failure by either party to exercise any of its rights or remedies under this Agreement shall operate as a waiver by that party of any such rights or remedies and such rights and remedies may be exercised at any time and as often as the party entitled to such rights or remedies deems fit.

30. ASSIGNMENT

This Agreement is personal to the parties and, except as provided otherwise in this Agreement, neither party may assign, transfer or sub-license any of its rights or obligations hereunder without the prior written consent of the other party.

31. NO JOINT VENTURE

Nothing in this Agreement shall be understood as constituting a joint venture between the NF and/or the LOC and the ISMF.

32. AMENDMENT

Any amendment to this agreement shall be in writing.

33. LANGUAGE

The original of this Agreement has been issued in English language. In any case of discrepancy between the English version of the Agreement and the version in another language, the English version shall prevail.

34. NOTICES

All notices to be served under this agreement shall be in writing and shall be served either by registered delivery or personal delivery to the addresses below or to such other address as a party may notify in writing. Notices shall be deemed to have been received on delivery if delivered by hand and, in the case of registered delivery, forty-eight (48) hours after registration.

The NF and the LOC acknowledge and agree that service by the ISMF of any notice hereunder on any one of them shall be deemed to be valid service of that notice by ISMF on both of them.

Notices to ISMF shall be served at the following address:

**ISMF - INTERNATIONAL SKI MOUNTAINEERING FEDERATION**

Piazza G.Mellano, 4B 12084 Mondovi (CN) Italy

Attn.: Roberto Cavallo, ISMF General & Event Manager

Attn.: Giulia Avagnina, ISMF Office
35. **SEVERABILITY**

In the event of any provision of this agreement shall be void or unenforceable by reason of any provision of applicable law, it shall be deleted and the remaining provisions hereof shall continue in full force and effect and, if necessary, be so amended as shall be necessary to give effect to the spirit of this agreement so far as possible.

36. **APPLICABLE LAW AND ARBITRATION**

This Agreement shall be subject to Swiss Law. Any dispute which cannot be solved amicably shall be exclusively settled by an arbitral panel of the Court of Arbitration for Sport in Lausanne (Switzerland) in accordance with the provisions of the Code of Sports-related arbitration.
SIGNATURES

ISMF International Ski Mountaineering Federation

Mondovì (CN) Italy....................

<table>
<thead>
<tr>
<th>ISMF President</th>
<th>ISMF General Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Thomas Franz KAEHR</td>
<td>Mr. Roberto CAVALLO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ISMF President</th>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Thomas Franz KAEHR</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ISMF General Manager</th>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Roberto CAVALLO</td>
<td></td>
</tr>
</tbody>
</table>

NF National Ski Association

<table>
<thead>
<tr>
<th>NF President</th>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr/Ms</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NF General Secretary</th>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr/Ms</td>
<td></td>
</tr>
</tbody>
</table>

LOCAL ORGANISING COMMITTEE OF (name of the event)

<table>
<thead>
<tr>
<th>LOC President</th>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr/Ms</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LOC General Secretary or corresponding functions</th>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr/Ms</td>
<td></td>
</tr>
</tbody>
</table>