

PARTICIPANT'S STATEMENT



PLEASE READ THIS TEXT CAREFULLY

IMPORTANT NOTICE FOR AMATEUR ATHLETES

Participants are responsible for ensuring that the use of or participation in the activities of this Event does not affect their eligibility as amateur athletes. Please check with your amateur sports association about the rules that apply to you.

NIKE IS NOT RESPONSIBLE FOR YOU BEING RENDERED INELIGIBLE AS AN AMATEUR ATHLETE AS A CONSEQUENCE OF TAKING PART IN THIS COMPETITION.

I am 18 years of age or older and I wish to take part in the Intersport Speed Trials (the "Event") in October in Munich and Barcelona. The event is organised by Nike European Operations Netherlands B.V. with registered office at Colosseum 1, 1213NL, Hilversum Netherlands (hereinafter "NIKE"). In consideration for the opportunity to participate in the Event, I hereby accept the following Terms and Conditions (the "T&Cs"):

ASSUMPTION OF RISKS: NIKE has not given me any guarantee whatsoever about the appropriateness, condition or safety of the Event venue and I acknowledge that my participation in the Event may involve the risk and danger of accidents, personal and physical injury as well as loss or damage to property. I confirm that I am in good health and that I do not have any medical condition that could endanger or restrict my abilities while participating in the Event. I understand the nature, scope and extent of the inherent risks, and having considered and assessed them, I voluntarily and freely choose to assume those risks. I further agree to comply with the instructions, within reason, of the Event directors during the Event.

INSURANCE: I understand that NIKE does not provide any insurance, whether life, medical or liability, for any illness, accident, injury, loss or damage I may suffer in connection with my participation in the Event.

EXONERATION: To the maximum extent permitted under applicable law, I hereby irrevocably and unconditionally agree to hold NIKE harmless, to indemnify and reimburse NIKE for any and all claims, sums, costs, damages and expenses (including reasonable legal fees) arising in connection with any accident, loss or damage arising out of my attendance at or participation in the Event.

LIABILITY: To the maximum extent permitted under applicable law, I agree to exclude any liability on the part of NIKE in connection with my participation in the Event, except in cases of negligence or wilful misconduct on the part of NIKE.

FILM AND VIDEO PUBLISHING: I acknowledge and agree that NIKE, its associates, affiliates, subsidiaries, licensees, agents, successors, assignees and authorised business partners such as b network barcelona management, S.L., Intersport and Wannahaves (collectively, the "NIKE Group"), may film, photograph or otherwise record my attendance at the Event and any activity related to NIKE's advertising, promotional, commercial and/or internal purposes. I hereby grant the NIKE Group the right to exploit any photograph, video, image or other recording medium or image of me for advertising, promotional or other commercial purposes in connection with the promotion of the Event or future events, in NIKE's or Intersport's campaigns and/or for other promotional activities of such entities, for as long as permitted under prevailing laws, regulations and treaties, worldwide and without any form of compensation. I also authorise NIKE, b network barcelona management, S.L., Intersport and Wannahaves to display my name, image, rankings and results at the Event, both during the Event and in any medium and in any form hitherto known or developed in the future.

LICENCE TO USE COMMENTS, SUGGESTIONS AND IDEAS: I hereby grant to NIKE a worldwide licence for as long as legally permitted to use all comments, suggestions and ideas that I may share with them, without prior notice, without retribution or acknowledgement to myself, for any purpose. For merely illustrative purposes, this includes developing, manufacturing and marketing products and services as well as creating, modifying or improving products and services.

NIKE'S RIGHT TO REFUSE PARTICIPATION: I understand and acknowledge that NIKE will at all times be entitled to refuse my attendance and/or participation in the activities of the Event if I fail to comply with this agreement or the instructions of NIKE staff or representatives present at the Event.

PERSONAL DATA PROTECTION: In order to participate in the Event, I will provide certain personal information about myself, and my personal data may be processed as a result of my participation. The foregoing includes the personal data provided in this form, related to my registration, as well as any other personal data that may be collected and processed at the Event itself. NIKE will process such personal data for the purpose of administering the Event and for the specific purposes described in this consent form, pursuant to applicable data protection and privacy laws. NIKE will transfer my personal data to Nike Inc., a company headquartered in the United States, as well as to other NIKE Group companies located outside the European Economic Area and Switzerland for the same purposes. I have also been informed that my personal data may be disclosed to b network barcelona management S.L., Intersport and Wannahaves, NIKE's audio-visual provider, for the purpose of taking photographs and/or audio-visual recordings during the Event for subsequent publication and dissemination in accordance with this notice.

By signing hereunder, I consent to the processing and transfer of my personal data by NIKE to countries outside the European Economic Area and Switzerland. I can obtain further information on how my personal data is processed in NIKE's Privacy and Cookies Policy, accessible at http://help-es-eu.nike.com/app/answers/detail/article/privacy-policy/a_id/16415/p/3897. I may exercise my rights to access, rectification, deletion and objection by sending an email to privacy@nike.com.

IMPOSSIBILITY OF TRANSFER: I understand that my participation in the Event is non-transferable and cannot be exchanged for cash.

VALIDITY: If any provision of this agreement is declared, in full or in part, invalid or unenforceable for any reason, the validity of the remaining provisions of this agreement will not be affected and will remain valid and enforceable. The provision declared invalid or unenforceable will be replaced by another provision the substance of which is as similar as possible to the provision declared invalid or unenforceable. This form supersedes any prior written or verbal agreement entered into in connection with the Event.

JURISDICTION AND INTERPRETATION: This Agreement will be governed by and construed in accordance with the law of the participant's country of residence and will be subject to the non-exclusive jurisdiction of the competent courts of the participant's country of residence.

I HAVE CAREFULLY READ THE FOREGOING INFORMATION, I HAVE UNDERSTOOD ITS CONTENT, AND I VOLUNTARILY ACCEPT THE CONDITIONS SET OUT HEREIN.

- I ACCEPT THE TERMS AND CONDITIONS OF PARTICIPATION IN THE EVENT
 I CONSENT TO THE PROCESSING AND USE OF MY PERSONAL DATA BY NIKE FOR THE STATED PURPOSE
 I CONSENT TO THE USE OF MY IMAGE AS SPECIFIED ABOVE

SIGNATURE: _____ **DATE:** _____

I DECLARE THAT I AM UNDER 18 YEARS OF AGE; I UNDERSTAND THAT MY PARENT/GUARDIAN MUST SIGN BELOW

PARENT/GUARDIAN AGREEMENT

I declare that I am the parent of and that I have parental authority over the above named participant, or that I am his or her legal guardian, and I agree that the participant may take part in the Event under the supervision of an appropriate NIKE representative. In my own name and on behalf of the participant, the participant's parents or guardians, heirs, estates, insurance companies, assignees, and any other person who is entitled to represent the participant, I hereby:

- i. accept all the terms of this agreement;
- ii. agree to ensure that the participant complies with the terms of this agreement, and
- iii. authorise and permit NIKE, its agents and Event personnel to provide the participant with first aid, emergency transportation and any other emergency medical treatment provided by doctors, specialists in health emergencies and other medical professionals (including, to avoid any doubt, any medical test and/or examination), in the event that the participant were to suffer any accident or injury during and/or as a result of the Event.

I DECLARE I AM THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT LISTED BELOW, WHO IS UNDER THE AGE OF 18, AND THAT I HAVE CAREFULLY READ THE FOREGOING INFORMATION, UNDERSTAND ITS CONTENTS, AND VOLUNTARILY ACCEPT THE CONDITIONS SET OUT HEREIN ON BEHALF OF THE PARTICIPANT.

NAME OF THE PARTICIPANT:

DATE OF BIRTH OF THE PARTICIPANT:

NAME OF PARENT OR LEGAL GUARDIAN:

TELEPHONE NUMBER OF THE PARTICIPANT OR OF THE PARENT OR LEGAL GUARDIAN:

SIGNATURE OF THE PARENT OR LEGAL GUARDIAN:

DATE:
