

CANADIAN OLYMPIC COMMITTEE

Athlete Advertising Notification System: Terms of Use

Welcome to the Canadian Olympic Committee's Athlete Advertising Notification System (the "Protocol").

These terms of use ("Terms") are a legal agreement between you and the Canadian Olympic Committee ("COC", "we" or "us") governing your access to and use of the Platform (the "Platform") which includes the Athlete Advertising Notification Process (the "Process"). Please read these Terms carefully before using the Platform or the Process. Using the Platform and/or the Process indicates that you accept and agree to be bound by these Terms. Do not use the Platform and/or the Process if you do not accept the Terms. You may be asked to agree to additional terms during the course of the Process ("Additional Terms"). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms shall govern.

By using the Platform and/or Process, you on behalf of your Organization (the "Organization") agree to be bound by and will use this Platform and participate in the Process in accordance with these Terms.

1. COC Athlete Marketing/Rule 40 Guidelines for Tokyo 2020 and Beijing 2022

Rule 40 of the Olympic Charter is a rule of the International Olympic Committee ("IOC") which governs eligibility for participation of athletes, coaches, trainers and other personnel in the Olympic Games (a "Participant"). Byelaw 40.3 states: "Competitors, team officials and other team personnel who participate in the Olympic Games may allow their person, name, picture or sports performances to be used for advertising purposes during the Olympic Games in accordance with the principles determined by the IOC Executive Board. The IOC released guidance on July 4, 2019 which includes the "key principles" determined by the IOC Executive Board for implementation of byelaw 40.3 for the Tokyo 2020 Games. On February 11, 2021, the IOC released updated guidance for the Tokyo 2020 Games as well as "key principles" for the Beijing 2022 Games. As established by the IOC, the Games period for the Tokyo 2020 Games is July 13, 2021 - August 10, 2021 and the Games period for the Beijing 2022 Games is January 27, 2022 - February 22, 2022.

The COC is responsible for the implementation of these key principles in Canada and the COC's Athlete Marketing/Rule 40 Guidelines for Tokyo 2020 and Beijing 2022 can be found [here](#).

2. Notification Process

a. Submissions

i. General Guidelines. The COC's Commercial Affairs department will review all submissions for compliance with the criteria described in the COC's Athlete Marketing/Rule 40 Guidelines for Tokyo 2020 and Beijing 2022, as determined by COC in its sole discretion.

ii. Specifications. Your submission must conform with the acceptable formats for uploading your campaign media to the Platform. Please note that the maximum file size is 250 MB.

iii. Deadlines and Deliverables

May 15, 2021: Submission Deadline for Tokyo 2020

November 29, 2021: Submission Deadline for Beijing 2022

- Submissions should include:
 - Campaign overview (name, description, theme, key messaging)
 - Campaign channels/tactics
 - Representative sample creative for each planned tactic
 - Media schedule
 - Any other relevant information

Please refer to the templated submission and media schedule documents available [here](#).

Failure to provide required Submission Materials may result in delay of Process and may void any compliance verifications from COC.

b. Review and Verification

i. Submissions that conform to the requirements set out above will be reviewed by the COC's Commercial Affairs department on a rolling basis. While the COC will use reasonable efforts to review submissions and provide feedback regarding compliance with COC's Athlete Marketing/Rule 40 Guidelines within ten (10) days of receipt of such submissions, we make no guarantee as to our ability to do so within such period of time. The COC's Commercial Affairs department has final decision-making authority with respect to verifying compliance of submissions with COC's Athlete Marketing/Rule 40 Guidelines.

ii. All communications will be made via the Platform. You will receive an email from us when a new notification or message has been posted to your Account (defined below). You are responsible for regularly monitoring your Account for communications and cannot rely on the receipt of emails for new notifications or messages.

iii. COC reserves the right to decline to verify any submission made herein or to request additional revisions where it deems the submission to not be in compliance with COC's Athlete Marketing/Rule 40 Guidelines. Failure to revise and resubmit the submission as requested will result in the submission being deemed to be non-compliant with COC's Athlete Marketing/Rule 40 Guidelines.

iv. COC reserves the right to revoke any previously issued verification of compliance for cause, including but not limited to failure to comply with IOC and/or COC policies or guidelines, including these Terms.

Please note that the COC will review your submissions solely for compliance with the COC's Athlete Marketing/Rule 40 Guidelines for Tokyo 2020 and Beijing 2022 as well as other applicable IOC and COC marketing and brand use rules and guidelines. The COC does not and cannot review your submission for compliance with any other laws, regulations or policies. All tactics should be reviewed by a lawyer for compliance with all applicable laws, regulations, and policies.

3. Your Account and Submission

a. Your Account. You will need to register for an account ("Account") on the Platform in order to submit any campaign media and tactics for review.

b. Restrictions on Use

i. You agree not to use any false, inaccurate or misleading information when registering for and/or when using your Account.

ii. If we disable your Account, you will not create another one without our permission.

iii. You will keep your contact information accurate and up-to-date.

iv. If you create an Account on behalf of an entity, you represent that you have the legal authority to bind that entity to these Terms.

v. You cannot transfer your Account to another user or entity.

vi. To protect your Account, keep your Account details and password confidential. You are responsible for all activity that occurs under your Account.

c. Submission Materials

The Organization acknowledges and agrees that:

i. The Organization shall be responsible for obtaining any legal compliance or clearances required with regards to its submission and all activities hereunder including with respect to its proposed use of the submissions, tactics, and campaign media (collectively the "Submission Materials"). COC's review of Organization Submission Materials: (a) is limited and restricted to verifying compliance with ***the COC's Athlete Marketing/Rule 40 Guidelines for Tokyo 2020 and Beijing 2022 as well as other applicable***

IOC and COC marketing and brand use rules and guidelines, and does not relate to any other matter (including legal compliance or non-infringement of third party rights); and (b) will not relieve Organization of responsibility or liability for any of Organizations activities or for compliance with any of Organizations obligations under these Terms.

ii. COC has not made any promise or representation to you about the Submission Materials, and has no obligation to review or provide any level of detailed feedback or response in connection with the Process. There is no agreement, written or oral, express or implied, between you and COC concerning the Submission Materials, other than these Terms.

iii. COC will give the Submission Materials only the consideration that COC in its sole and absolute discretion determines is appropriate.

iv. COC does not accept any obligations with respect to protecting the Submission Materials. COC has the right to copy, use, and distribute the Submission Materials for any purpose in connection with the Process. You have kept a copy of the Submission Materials. COC has no obligation to return the Submission Materials to you and is not responsible for any loss or damage to the Submission Materials.

v. COC or its sponsors or partners may have already and may in the future receive or independently develop materials similar to the Submission Materials. COC has no obligation to inform you or advise you about any such similar materials. COC and its sponsors or partners have the unrestricted right to use these similar materials, and you will have no right or recourse against COC or its sponsors or partners for use of these similar materials.

4. Representations and Warranties

Each person and/or entity making any submissions via the Platform (“Representative”) represents, warrants and covenants on behalf of the Organization that :

a. The acceptance of these Terms and the activities contemplated are within Representative’s powers and authority.

b. The Organization’s performance of these Terms will not result in a violation of any agreement or other contractual obligation by which the Organization is bound.

c. The Organization will comply with all applicable federal, provincial and local laws which are relevant to its performance of its obligations under these Terms.

d. The Submission, including without limitation in the Submission Materials, does not contain any false, inaccurate or misleading information, is not defamatory and does not infringe upon or violate the privacy rights, copyrights, trademarks, publicity or other intellectual or proprietary rights of any third party.

d. The Organization has all required permissions, consents, releases and waivers necessary to use Participant's name, image, voice and/or likeness for any and all purposes described in the submission, including without limitation in its submissions, tactics, and campaign media and the Organization is and will be solely responsible at all times for any such use of that Participant's name, image, voice and/or likeness.

e. The Organization has all necessary licenses and clearances and has and will pay any dues or fees required to use the content contained in the Submission, including without limitation in its submissions, tactics, and campaign media for any and all intended purposes of such content (i.e. including any music, composition, recording, image and other intellectual property rights).

f. If the Organization's relationship with a Participant terminates, Representative will notify COC immediately and withdraw any pending submissions relating to that Participant and will cease to use that Participant's name, image, voice and/or likeness for any purpose whatsoever.

g. The Organization will not, without COC's prior written verification in accordance with the present Terms and any Additional Terms, publish, distribute or otherwise make publicly available any campaign media, tactic or submission featuring any Participant during the Games period.

5. Platform Availability

We strive to keep the Platform up and running; however, all online services suffer occasional disruptions and outages, and the COC is not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve your submissions or communications from us. Please immediately report any such disruption or loss to branduse@olympic.ca.

6. Disclaimer of Warranties, Limitation of Liability, Indemnification

a. Disclaimer of Warranties

COC, AND OUR VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE PLATFORM. YOU UNDERSTAND THAT USE OF THE PLATFORM IS AT YOUR OWN RISK AND THAT WE PROVIDE THE PLATFORM ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." YOU BEAR THE ENTIRE RISK OF USING THE PLATFORM. COC DOES NOT GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE ON THE PLATFORM, NOR DOES IT GUARANTEE ANY RESULTS FROM ITS USE. WITHOUT LIMITING THE FOREGOING, COC SHALL HAVE NO LIABILITY FOR THE REVIEW, REJECTION OR APPROVAL OF A SUBMISSION. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER

YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS OR DISCLOSURE WILL NOT OCCUR, NOR DO WE GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM THE COMPUTER NETWORKS.

b. Limitation of Liability

EXCLUDING ANY INDEMNITY OBLIGATIONS OR DAMAGES THAT RESULT FROM REPRESENTATIVE OR ORGANIZATIONS BREACH OF THE REPRESENTATIONS AND WARRANTIES OR INTENTIONAL MISCONDUCT, NEITHER OF THE PARTIES WILL BE LIABLE FOR LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT, INCLUDING NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

c. Indemnification

The Organization will indemnify, defend and hold COC, its officers, directors, employees, agents and volunteers, harmless from and against any and all claims, suits, actions, damages, liabilities, judgments, losses, assessments, interest charges, penalties, costs and expenses (including, lawyer fees and disbursements) arising out of or relating to Organization's acts and omissions hereunder.

7. Proprietary Rights

a. Platform Content

You acknowledge that all copyrights and other intellectual property rights in the Platform (collectively, the "COC Content") are owned by the COC or its third-party licensors to the full extent permitted under the Copyright Act and all international copyright laws and all other applicable laws. Unless expressly permitted by an authorized person in writing, you may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works from, transmit, or in any way use or exploit any part of the COC Content.

b. Trademarks and Official Marks

For information on the COC's trademarks and official marks, please review the COC Olympic Brand Use Guidelines, located [here](#) .

8. Privacy Policy

a. Information We Collect

Information You Give Us

When you submit Submission Materials and participate in the Process, you may provide information that could reasonably be used to contact you, or to identify you personally, or that otherwise relates to a person (“Personal Information”), such as:

- Your contact information (e.g., name, e-mail address, postal address, and telephone number);
- Username and password;
- Submissions and other information that you send to us; and
- Additional information as otherwise described to you at the point of collection or pursuant to your consent.

Information We Automatically Collect or Receive When You Use Our Platform

Whenever you interact with our Platform, we, as well as any of our third-party service providers, may use a variety of technologies that automatically or passively collect information about how the Platform is accessed and used (“Usage Information”). Usage Information may include, among other things:

- Your browser type and operating system;
- Pages you view and links you click on within the Platform;
- Information collected through cookies, web beacons, and other technologies; and
- Information about your interactions with e-mail messages, such as the links clicked on and whether the messages were opened or forwarded

Usage Information is generally non-identifying, but if we associate it with you as a specific and identifiable person, we will treat it as Personal Information.

b. How We Use the Information We Collect or Receive

We use the information we collect and receive for the following general purposes:

- To process your submissions and respond to correspondence that we receive from you;
- Contact you with surveys, legal notices, and other information that may be relevant to your use of the Platform;
- Maintain or administer the Platform, perform business analyses, or for other internal analysis, research, education and other purposes to improve the quality of our business, the Platform, and other products and services we offer;
- As otherwise described to you at the point of collection or pursuant to your consent.

c. How We Share the Information We Collect and Receive

We are committed to maintaining your trust, and we want you to understand how we may share the information we collect.

- Service Providers. We may share your information with third party service providers that perform certain functions or services on our behalf, such as to host the Platform, perform analyses, or send communications for us.

- Other Parties When Required By Law or as Necessary to Protect the Platform. We may disclose your information to third parties in order to protect the legal rights, safety, and security of the COC and the users of our Platform; enforce our Terms; prevent fraud (or for risk management purposes); and comply with or respond to law enforcement or legal process or a request for cooperation by a government or other entity, whether or not legally required.
- Aggregate Information. We may disclose to third parties information that does not describe or identify individual user, campaign or tactics, such as aggregate website usage data.

d. Your Choices

If you wish to modify, verify, correct, or delete any of your Personal Information collected through the Platform, you may edit your registered user information. In accordance with our routine record keeping, we may delete certain records that contain Personal Information you have submitted through the Platform. We are under no obligation to store such Personal Information indefinitely and disclaim any liability arising out of, or related to, the destruction of such Personal Information. It may not always be possible to completely remove or delete all of your information from our databases without some residual data because of backups and other reasons.

e. Data Security

We have adopted security procedures to help protect against loss, misuse, and unauthorized access to the information we collect and receive. Please note that no data transmission or storage can be guaranteed to be 100% secure. As a result, while we strive to protect the information we maintain, we cannot guarantee or warrant the security of any information you disclose or transmit to our Platform and cannot be responsible for the theft, destruction, or inadvertent disclosure of information.

You are responsible for maintaining the confidentiality of your account password and for any access to or use of the Platform using your password, whether or not authorized by you. Please notify us immediately of any unauthorized use of your password or account or any other breach of security.

9. Dispute Resolution; Arbitration

This section applies to any dispute you have with the COC.

a. Location and Governing Law. These Terms are governed by, and must be construed in accordance with, the laws of the Province of Ontario and applicable federal laws of Canada, without giving effect to their principles of conflicts of law. By using the Platform, you waive any claims that may arise under the laws of other provinces, countries, territories or jurisdictions.

b. Notice of Dispute. For any problem or dispute that you may have with the COC, you acknowledge and agree that you will first give the COC an opportunity to resolve your problem or dispute. This includes you first sending a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and a proposed solution. You

must send any Notice of Dispute by mail to the Legal Department, Canadian Olympic Committee, 250 Yonge St, Suite 3000 PO Box #19, Toronto, ON, Canada M5B 2L7. You then agree to negotiate with the COC in good faith about your problem or dispute. This should lead to resolution, but if for some reason your problem or dispute is not resolved satisfactorily within sixty (60) days after the COC's receipt of your Notice of Dispute, you agree to the further dispute resolution provisions below.

c. Binding Arbitration. If a problem or dispute you have with the COC is not fully and finally resolved within the timeframe set out above, or if you breach any of the Terms of this agreement and fail to remedy the breach upon notice of such breach by COC, the dispute or breach will be referred to and finally resolved by arbitration under the ADRIIC Arbitration Rules of the ADR Institute of Canada, Inc. (the "Institute"), by a single arbitrator appointed in accordance with those Rules, to the extent that the Rules do not conflict with this section. If the Institute is not operative, the arbitration will proceed ad hoc and be governed by the Arbitration Act, 1991 (Ontario). The place of arbitration will be Toronto, Ontario and the language used in the arbitration will be your choice of either English or French. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes or breaches of these Terms will be resolved before a neutral arbitrator whose decision will be final and binding.

d. Consolidation Waiver. Any arbitration to resolve any dispute will be conducted solely on an individual basis. Neither you nor the COC will seek to have the arbitration combined or consolidated with other arbitrations without the prior written consent of all parties to all affected arbitrations.

e. Disputes Must Be Filed Within One Year. To the extent permitted by law, any dispute under these Terms must be filed within one year in an arbitration proceeding. The one year period begins when the Notice of Dispute first could be filed. If a dispute is not filed within one year, it is permanently barred.

10. General

a. Electronic Communications. To the extent permitted by applicable law, you consent to use electronic signatures and to electronically receive all notice and other communications via email.

b. Platform Use. You may use the Platform solely in connection with providing us with your submissions. You may not do anything that could disable, overburden, or impair the proper working or appearance of the Platform, such as uploading viruses or other malicious code.

c. Changes to these Terms. We may change these Terms at any time, and we will inform you through the Platform when we do. Using the Platform after the changes become effective means you agree to the new terms. If you do not agree to the new terms, you must stop using the Platform and close your Account.

d. Force Majeure. COC will not be liable for any delay or default in the performance of its obligations if such delay or default is caused by conditions beyond its reasonable control, including fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures or acts of God (collectively, "**Force Majeure**").

e. No Assignment. These Terms or any compliance verifications granted via the Platform may not be sold, assigned, or transferred to a third party without first obtaining the written consent of the COC. Any sale, assignment or transfer prohibited hereunder shall be null and void.

f. No Waiver. Failure of COC to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.

g. Entire Agreement. These Terms contain the entire agreement between the parties relating to the subject matter hereof, and no change or modification of any of its provisions shall be effective unless made in writing and signed by both parties.

h. No Joint Venture. Nothing in these Terms shall constitute a partnership, joint venture or agency between the parties.

i. Survival. Any provision of these Terms that expressly or by implication is intended to come into or remain in force on or after termination will continue in full force and effect notwithstanding any such termination.

Last Updated: April 8, 2021