

## TERMS AND CONDITIONS FOR [FIBA3X3.COM](http://fiba3x3.com)

fiba3x3.com (the "Platform") is provided by the Fédération Internationale de Basketball, Route Suisse, 5, PO Box 29, 1295 Mies, Switzerland ("FIBA"). The Platform is FIBA's digital platform for 3x3 basketball. The Platform offers inter alia information on FIBA-endorsed 3x3 events and on 3x3 players, including Rankings. Rankings are based on players' game records, taking into account reported pick-ups as well as FIBA-endorsed competitions (those activities, whether reported or not, being hereinafter referred to as "3x3 Competitions").

These Terms and Conditions are divided into two sections: Part 1 sets out general provisions applicable to all users of the Platform, while Section Part 2 comprises additional provisions that apply only to users with a Platform profile ("Registered Users"). Whenever references is made to "These Terms and Conditions", this refers to both Sections. You can access these Terms and Conditions at any time and from every Platform webpage by clicking on "Terms and Conditions" in the footer.

Before using the Platform, please read these Terms and Conditions carefully. By using the Platform (directly through the website or via mobile apps), you accept that your use thereof will be governed by the applicable provisions of these Terms and Conditions.

### PART 1: ALL USERS

#### 1. SERVICES PROVIDED BY FIBA

- 1.1. The Platform currently offers, or is planning to offer in the future, inter alia the following features (some of them may be available only to Registered Users):
  - a) Information on FIBA-endorsed events and related event calendar;
  - b) Personalised player profiles including social media links and game records;
  - c) Rankings (for more details on the Rankings, please see <http://www.fiba3x3.com>);
  - d) Links to other relevant FIBA websites;
  - e) A mobile app for various devices and operating systems ("3x3App");
  - f) A player search;
  - g) Event search and ability to register to events;
  - h) Ability to "follow" Registered Users;
  - i) Notifications and messaging features; and
  - j) News.
- 1.2. FIBA reserves the right to modify or discontinue the services offered on the Platform in part or in total at any time without prior notice. In particular, FIBA is entitled to modify the calculation method for the Ranking and to amend the requirements which have to be met for results of 3x3 Competitions to be accepted to the Ranking (such as, for example, compliance with the FIBA branding guidelines or the type of basketball used).
- 1.3. Use of some of the services offered on the Platform may be or become subject to a separate charge. In such case, you will be expressly informed of the applicable charge in connection with the respective services.

## 2. YOUR USE OF THE PLATFORM

You undertake not to undermine the proper functioning, data integrity and safety of the Platform. In particular, you are obliged not to engage in any of the following acts:

- a) Using mechanisms, software or scripts in connection with the use of the Platform;
- b) Misusing the Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- c) Attempting to gain unauthorised access to the Platform, the server on which it is stored or any server, computer or database connected to it;
- d) Using the account of another person;
- e) Attacking the Platform via a denial-of-service attack;
- f) Blocking, overwriting, modifying or copying Platform content, unless this is necessary for the proper use of the Platform. For instance, copying by means of robots, spiders or crawler search engines is not necessary for the proper use of the Platform; or
- g) Distributing or publicly displaying content from the Platform for commercial purposes.

## 3. DISCLAIMER

- 3.1. Unless expressly stipulated otherwise, nothing in these Terms and Conditions shall be interpreted as granting any intellectual property rights or licenses to such rights to you.
- 3.2. You understand that the services provided by FIBA under these Terms and Conditions are licensed and/or made available "as is". FIBA makes no, and hereby expressly disclaims all, warranties, express, implied, statutory, or otherwise with respect to the services, including non-infringement and the implied warranties of merchantability and fitness for a particular purpose.
- 3.3. You acknowledge that a 100% availability of the Platform is technically unrealistic. While FIBA endeavours to keep the Platform available as constantly as possible, temporary breakdowns cannot be excluded, e.g. due to maintenance, security or capacity issues as well as due to events which are not within FIBA's control (such as disruption in public communication networks, power shortages etc.).
- 3.4. The Platform may contain some services and features that are available on certain mobile phones. Your carrier's normal rates and fees apply. If FIBA charges you for a mobile service, you will first be notified and asked to accept any charges. Please note that not all mobile services will work with all carriers or devices. You should check the rates and services offered by your carrier. By using FIBA's mobile services, you acknowledge that FIBA may communicate with you by electronic means via your mobile device and that certain information about your use of these services may be shared with us. If you change or deactivate your mobile phone number, it is your responsibility to promptly update your account information to ensure that FIBA does not send any messages intended for you to a different person.
- 3.5. FIBA is not responsible or liable for any loss or damage resulting from any interaction with other Platform users or persons you meet through the Platform. In particular,
  - a) FIBA is not responsible for any content provided by Platform users or any content of websites to which links are provided on the Platform ("third-party content"). In particular, FIBA does not warrant that such third-party content is true, accurate, fit for a particular purpose or lawful; and
  - b) You acknowledge that FIBA is not in a position to verify the true identity of the Platform users.

#### 4. INDEMNITY

You agree to defend, indemnify and hold harmless FIBA from/against any and all liabilities, losses, damages, claims, penalties, fines, costs and expenses, including reasonable legal fees, that may arise in connection with:

- a) Your use of and access to the Platform (or your inability to use or access the Platform), including your connection to the Platform; or
- b) Your failure to comply with any provision of these Terms and Conditions.

#### 5. LIMITATION OF LIABILITY

- 5.1. TO THE EXTENT THAT LIABILITY IS NOT LIMITED BY THE APPLICABLE LAW ALREADY, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT FIBA SHALL NOT BE LIABLE FOR ANY DAMAGES – WHETHER IN TORT, CONTRACT OR OTHERWISE – IN CASE OF SIMPLE NEGLIGENCE UNLESS FIBA VIOLATED A CARDINAL OBLIGATION. A CARDINAL OBLIGATION IS AN OBLIGATION WHICH YOU COULD TRUST TO BE COMPLIED WITH AND THE FULFILMENT OF WHICH IS PRINCIPAL TO THE PROPER EXECUTION OF THIS CONTRACT; IN SUCH CASE, INDEMNITY CLAIMS ARE LIMITED TO THE AMOUNT OF THE TYPICALLY FORESEEABLE DAMAGES.
- 5.2. CLAIMS RESULTING FROM PHYSICAL DAMAGES SHALL REMAIN UNAFFECTED BY CLAUSE 5.1. ALSO, THE LIMITATIONS OF LIABILITY STIPULATED IN CLAUSE 5.1 ARE NOT VALID IN THE EVENT OF FIBA GIVING EXPRESS GUARANTEES AND REGARDING CLAIMS DUE TO MISSING WARRANTED FEATURES.
- 5.3. YOU EXPRESSLY ACKNOWLEDGE THAT FIBA SHALL NOT BE LIABLE FOR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES.

#### 6. PRIVACY POLICY

FIBA is aware that you care about how your personal information is used and shared, and we appreciate your trust that we will do so carefully and sensibly. FIBA is applying very high data protection standards and in particular will not disclose any personal data to third parties unless authorized to do so by law or by virtue of your consent. Please familiarize yourself with our detailed Privacy Policy which forms part of these Terms and Conditions and which you can access at any time and from every Platform webpage by clicking on “Privacy Policy” in the footer.

#### 7. APPLICABLE LAW, JURISDICTION

- 7.1. These Terms and Conditions shall be governed by and construed in accordance with Swiss law without regard to its conflict of law rules.
- 7.2. Any disputes, controversies or claims arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be submitted exclusively to the Court of Arbitration for Sport (CAS) and resolved definitively in accordance with the Code of sports-related arbitration. The arbitration shall be governed by Chapter 12 of the Swiss Act on Private International Law (irrespective of the parties’ domicile) and its seat shall be in Lausanne, Switzerland. The language of the arbitration will be English. You shall not and you hereby waive your right to institute any claim, arbitration or litigation, or seek any other form of relief, including provisional measures, in any other court or tribunal.

## 8. FINAL PROVISIONS

- 8.1. Any notification required under these Terms and Conditions must be made by a means of communication which permits the notification to be evidenced by a text (no signature required).
- 8.2. Should any provision of these Terms and Conditions be found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or operation of any other provision. In such case, the parties are obliged to substitute for the invalid or unenforceable provision a valid and enforceable provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.
- 8.3. You may not assign or transfer any of your rights or obligations, or subcontract the performance of any of your obligations, under these Terms and Conditions. FIBA may assign or transfer any right or obligation, or subcontract the performance of any of its obligations, under these Terms and Conditions to any third party at any time without your consent (such consent hereby being given).
- 8.4. These Terms and Conditions constitute the entire agreement between you and FIBA in relation to their subject matter, i.e. with respect to your use of the Platform, superseding and extinguishing any prior agreements, arrangements, undertakings of any nature, between you and FIBA, whether oral or written in relation to this subject matter.
- 8.5. FIBA reserves the right to amend these Terms and Conditions at any time without providing reasons unless this is unreasonable. If you are a Registered User, you will be requested to accept any amendments upon logging in to your account the next time.

## PART 2: REGISTERED USERS

By becoming a Registered User, you expressly acknowledge and agree to the following additional provisions. They take into account not only the extended functionalities that come with being a Registered User, but in particular also the opportunity afforded to you to participate in 3x3 Competitions.

## 9. GRANT RIGHT TO FIBA

- 9.1. You herewith grant FIBA the non-exclusive, royalty-free, world-wide, perpetual and sub-licensable right to use the following data and material for production, sale, distribution, development, advertising and promotion of any FIBA or FIBA-authorized communication, product or service (in particular, of the Platform):
  - a) Any photographs and/or audio/video material of you taken during 3x3 Competitions (you herewith consent with photographs and/or audio/video material of you being taken/produced at 3x3 Competitions by persons assigned with that task by FIBA and/or the organizer of such competition); and
  - b) Your name, likeness, autograph and other identifying characteristics.
- 9.2. Any revenue derived by FIBA through such use shall entirely remain with FIBA.
- 9.3. For the avoidance of doubt, the license granted herein to FIBA does not allow any use of the material mentioned in 9.1 above in a way which implies endorsement by you of any commercial entity other than FIBA; or any non-FIBA and non-FIBA-authorized communication, marketing, product or service.

## 10. ANTI-DOPING, SPORTSMAN LIKE BEHAVIOUR AND DISCIPLINARY SANCTIONS

- 10.1. You agree to comply with the FIBA Anti-Doping rules currently in force (Book 4 of the FIBA Internal Regulations, available for download at <http://www.fiba.com>) and you accept the jurisdiction of the bodies indicated therein. You agree to submit to the doping control tests (including out of competition tests by FIBA, WADA or any organisation commissioned by FIBA), to accept the results of such tests and to abide by the respective regulations as applicable from time to time. You agree that your National Federation may forward your personal data to FIBA for use in connection with doping control tests, results management and disciplinary proceedings. You have read and understood the players' information notice regarding doping-control related data (available for download at <http://www.fiba.com>) and hereby consent to the processing of your personal data in accordance with the applicable anti-doping regulations.
- 10.2. You agree not to engage in any acts or omissions on the occasion of 3x3 Competitions that are contrary to the spirit of fair play, clean game and non-violence and/or that are violating the FIBA Code of Ethics (Book 1, Chapter III of the FIBA Internal Regulations, available for download at <http://www.fiba.com>) and/or the FIBA Code of Conduct and Fair Play (Book 2, Chapter VIII of the FIBA Internal Regulations, available for download at <http://www.fiba.com>). You agree that any such acts or omissions will be communicated by the respective 3x3 Competition's organizer to FIBA. You further agree that FIBA may, as a consequence, sanction you in accordance with Book 1, Chapters III, VI, VII and X of the FIBA Internal Regulations (available for download at <http://www.fiba.com>), including suspending you from participation in 3x3 Competitions and/or other FIBA disciplines, and/or deducting part or all of your Ranking points. Any such sanctions are notwithstanding any measure that may be taken under clause 15.2 of these Terms and Conditions or under any other legal document to which you have agreed or may agree in connection with 3x3 Competitions. For the avoidance of doubt, the aforementioned violations may lead to sanctions against the entire team depending on the other team members' contribution (also through non-action) to the violation.

## 11. ELIGIBILITY AND NATIONAL STATUS OF PLAYERS

- 11.1. You acknowledge and agree that the FIBA rules on eligibility and national status of player (Book 3, Chapter I of the FIBA Internal Regulations, available for download at <http://www.fiba.com>) shall apply.
- 11.2. Participation in certain 3x3 Competitions may be subject to specific eligibility rules; in case of conflict with the eligibility rules referenced in clause 11.1. above, the specific eligibility rules of such 3x3 Competitions shall prevail.

## 12. YOUR USE OF THE PLATFORM

- 12.1. As a Registered User of the Platform, you may have only one active profile. If for whatever reason you need to register again, you shall immediately delete your previous profile or merge the profiles by using the profile claiming functionality (if available) or making a request to that effect to the 3x3 customer support (link available in the footer of the Platform). In certain circumstances, 3x3 Competitions organizers may collect data in their events and create a related non-Registered User profile based on the consent received from the player concerned. If you learn of a non-Registered User profile created for you, you shall immediately use the profile claiming functionality (if available) or contact the 3x3 customer support (link available in the footer of the Platform) and request the non-Registered User profile and the related data to be merged to your Registered User profile. Upon providing a merging or deletion request, FIBA may request you to provide evidence that the profile(s) in question have been created by you (or by a 3x3 Competition organizer for you) and that the competition results contained therein are an accurate reflection of your

participation in such 3x3 Competition(s). You agree that FIBA will in its sole discretion decide whether or not to grant your request.

- 12.2. The Platform (and the 3x3App) may use multiple means of messaging, such as mobile phone notifications, personalized messages in the 3x3 App or website profile, text messages or emails, to enable you to receive messages from the Platform, other users or topics you have subscribed or expressed interest to. You will be responsible for deleting messages which you do not want to be stored. You will also be responsible for reporting to FIBA unwanted messages either through the provided "Flagging" functionality or through the 3x3 customer support. Upon your feedback FIBA may or may not take action to sanction such users or take other appropriate measures.
- 12.3. You warrant that the data which you provide on the Platform is true, accurate, current and complete and that you maintain and promptly update this data to keep it true, accurate, current and complete. This obligation refers in particular to
  - a) The data which you are required to provide when registering with the Platform;
  - b) Any additional personal data which you may choose to include in your Platform profile; and
  - c) Any results of 3x3 Competitions which you may upload to the Platform.
- 12.4. You guarantee that
  - a) You are in principle entitled to participate in 3x3 Competitions and the 3x3 Competitions you participate in do not conflict with any prior commitment (contractual or otherwise) of yours; and
  - b) You are physically and mentally fit to participate in those 3x3 Competitions you choose to participate in.
- 12.5. When registering with the Platform, you will be required to choose a password unless you use federated identity, in which case you will be able to set a specific Platform password at a later stage. You are responsible for maintaining the confidentiality of your password and account. You are obliged to
  - a) Immediately notify FIBA of any unauthorised use of your password or account and any other breach of security; and
  - b) If you are using a shared computer or shared browser, ensure that you log out of your account at the end of each session.
- 12.6. You undertake not to make use of the Platform in any way which would violate any applicable laws or regulations, or which would infringe upon rights of FIBA or third parties. In particular, you will refrain from the following behaviour, even if it does not violate the laws and regulations applicable to you:
  - a) Posting libellous or defamatory content or content that other users might reasonably find offensive;
  - b) Posting, advertising or offering content, products or services which are pornographic, glorifying violence or violating laws or rules for the protection of the youth or relating to religious neutrality;
  - c) Harassing other users, in particular by means of spam or communication of a sexual nature (explicitly or implicitly);
  - d) Posting, advertising or offering content, products or services on the Platform which are subject to intellectual property rights, unless you have written proof that you are authorised to do so; in cases where the nature of the intellectual property right entails that there might not be such written proof (as is for example the case with copyrights in many jurisdictions), it is sufficient if you can prove your authorisation by other means.
  - e) Disrespecting the privacy of others, in particular by disclosing to third parties, in other media or otherwise, private information which users have posted on the Platform.

You expressly acknowledge that FIBA has the right to remove any content without notice if, in FIBA's reasonable judgment, such content does not comply with any provision of these Terms and Conditions or is not compatible with the purposes of the Platform.

- 12.7. FIBA is concerned about the safety and privacy of all its users, particularly children. If you are less than 18 years old, you must first obtain your parent's/guardian's permission before registering for the Platform; as soon as said permission is withdrawn, you may no longer use the Platform until you are at least 18 years old. If you are less than 13 years old, you will receive a specific user profile which will allow you to remain anonymous and which will not contain any contact information (see clause 2. of the Platform's Privacy Policy).

### 13. DISCLAIMER

- 13.1. If you are registering via the Platform for a 3x3 Competition that is subject to a registration fee, you may be offered or required to pay the registration fee to the organizer of that 3x3 Competition via PayPal as part of the registration process. You acknowledge and agree that FIBA is not involved in and has no control over the payment process. FIBA therefore cannot be held liable for any problems or damages that may arise in connection with the payment or the payment process.
- 13.2. You acknowledge that FIBA is not acting as an organizer for 3x3 Competitions (unless expressly mentioned otherwise), these competitions being organized under the sole responsibility of persons or entities which are separate from FIBA. FIBA is disclaiming any liability for claims arising out of such 3x3 Competitions, in particular with respect to
- a) Any damages or personal injuries occurring during 3x3 Competitions;
  - b) Results of 3x3 Competitions not having been properly communicated to the Platform or being otherwise unacceptable for the purposes of the Platform (e.g., due to a wrong set of rules having been applied by the organizer of the 3x3 Competition); and
  - c) A potential loss of your eligibility as an amateur athlete due to your participation in 3x3 Competitions. In this respect, please check with your amateur athletic association for the rules that apply to you.

### 14. INDEMNITY

- 14.1. In addition to clause 4. above, you agree to defend, indemnify and hold harmless FIBA from/against any and all liabilities, losses, damages, claims, penalties, fines, costs and expenses, including reasonable legal fees, that may arise in connection with:
- a) Any content uploaded by you on the Platform;
  - b) Your participation in a 3x3 Competition or your failure to participate therein despite having registered for such 3x3 Competition; and
  - c) Any claim by a third party that any of the content uploaded by you or any other use of the Platform by you infringes upon any intellectual property, other proprietary or privacy right of such third party or has otherwise caused damage to a third party.
- 14.2. Should any content uploaded by you infringe upon any third party rights, you will (at your own choice and cost and without undue delay) either obtain the required licence or re-arrange the content so that it is no longer infringing upon any third party rights. Should your use of the Platform violate any laws, regulations or third party rights, you will immediately discontinue such use. The obligations stipulated in this clause 14.2. do not affect any of your obligations under clause 14.1 above.

## 15. TERMINATION

- 15.1. You can terminate your registration at any time and without providing reasons by clicking the “unregister” button (if available) on the profile setting page, or by contacting the 3x3 customer support (link available in the footer of the Platform).
- 15.2. FIBA has the right to terminate your registration at any time for good cause, in which case you will be informed within one (1) month after FIBA has gained knowledge of all facts which justify the termination. Without limitation, the following events will constitute good cause:
  - a) You do not comply with the applicable laws and regulations;
  - b) You breach any of your obligations under these Terms and Conditions;
  - c) Due to behaviour of yours, not necessarily in the context of the Platform, the reputation of the Platform and/or FIBA is materially impaired by the fact that you are a Registered User;
  - d) You substantially harm other users of the Platform; or
  - e) You are sanctioned for disciplinary misconduct (including a violation of the FIBA Anti-Doping rules) in any other discipline governed by FIBA, or your behaviour on the occasion of 3x3 Competitions is violating clauses 10.1. and/or 10.2. above. Depending on the seriousness of the incident, FIBA may decide to temporarily suspend your registration instead of terminating it.
- 15.3. Upon valid termination of your registration, your account will be anonymised. This means that your user name is changed to include just your first name and the first character of last name. The information on hometown, country of residence, nationality, gender and birthdate is kept in order not to distort any statistics, but your full last name and contact details, as well any other personal information other than competition-related data, will be deleted from our database.