

Rules of the Youth Olympic Games Medal Design Competition

(HEREAFTER THE “RULES”)

Article 1. Presentation

The International Olympic Committee, with its registered offices at the Château de Vidy, 1007 Lausanne, Switzerland (hereafter the “IOC”) is organising a contest to select the design for the front side of the medal for the Youth Olympic Games Buenos Aires 2018, which will be held in Buenos Aires, Argentina from 6 to 18 October 2018 (hereafter the “Contest”).

Article 2. Eligibility

2.1

Participation in this Contest is open to all individuals who have Internet access and an e-mail address, regardless of their country of residence, to the exclusion of the IOC and Buenos Aires 2018 Youth Olympic Games Organising Committee (hereafter “BAYOGOC”) family members and personnel, as well as all people who are directly or indirectly involved in the conception, carrying out or management of the Contest, particularly employees of third party service providers, their affiliates and the company that will produce the medals (hereafter the “Candidate(s)”). Applications can be presented by one individual only and must be the work of the Candidate.

2.2

By taking part in the Contest, the Candidate who has not reached the age of majority under the applicable national laws and regulations of his/her country of residence at the time of his/her registration confirms that his/her parent or legal guardian has duly consented to and authorised him/her taking part in the Contest and abiding by the Rules of this Contest.

Article 3. Contest Phases

The Contest includes the following phases:

3.1 Project Submission Phase: from 14 November 2017 to 12 January 2018

- The design submission phase will run from 16 November 2017 until midnight GMT+1 on 12 January 2018 (hereafter the “Project Submission Phase”).
- All Applications (as defined hereunder) must be received by the IOC at the latest midnight GMT+1 on 12 January 2018 (hereafter the “Project Submission Deadline”).
- Candidates must upload and submit their design according to the process provided on and using the technical requirements specified on the website www.medal-design-competition.com (hereafter the “Application(s)”), where they register the following information: full name, date of birth, e-mail and postal addresses and telephone number (the “Registration Information”).
- Only one Application per Candidate will be allowed.
- Applications that do not comply with the required formats, that are incomplete and those sent after the Project Submission Deadline (based on the date and time of reception of these items) will not be accepted.
- To be admitted Applications must respect Olympic values of excellency, friendship and respect. Applications that include messages of a political or religious nature, elements that directly or indirectly promote hatred, discrimination, violence, racism or pornography, or that are contrary to the laws in force or to public order and morality or to the Olympic Values in general, will be automatically eliminated from the Contest.
- Applications that meet all the criteria and requirements defined in these Rules will be uploaded on the online gallery without any modifications by the IOC, with the exception of some corrections of spelling mistakes that could differ from the written descriptions by the Candidates.

3.2 Selection and notification of Winners

- The jury appointed by the IOC will choose the winner of the Contest whose design will be used as a basis for producing the official medals of the Youth Olympic Games Buenos Aires 2018 (hereafter the “Contest Winner”) along with the two runners-up (hereinafter collectively referred to as the “Winners”).
- The IOC will use its best efforts to ensure that the eventual design for the front side of the medal for the Youth Olympic Games Buenos Aires 2018 is as close as possible to the Application of the Contest Winner, without altering the nature and general aspect of the Contest Winners’ design. However, Candidates agree that certain modifications may be required to their Application, in particular for any technical or visibility reasons.
- The IOC will inform the Contest Winner of his/her victory, as well as the other Winners (i.e. the two runners-up). If the Contest Winner cannot be contacted within ten (10) calendar days of first notification attempt, if any Prize (as described in Article 4 below) or Prize notification is returned as undeliverable, if Winners decline his/her/their Prize or in the event of non-compliance with these Rules, such Prize will be forfeited and may be awarded to the next Winner or Candidate in the ranking. Upon Prize forfeiture, no compensation will be given.
- Notwithstanding the choice of the jury and the Prize awarded to the Contest Winner, the IOC reserves the right ultimately not to use the Application selected within the framework of this Contest to make the medals for the Youth Olympic Games Buenos Aires 2018.

Article 4. Prizes

4.1 Each of the Winners will receive prizes (hereafter the “Prizes”) as follows:

The Contest Winner will receive the following prizes:

- A visit for two persons from 5 to 9 October 2018 to the Youth Olympic Games Buenos Aires 2018, including:
 - Round-trip flights (economy class) for two persons (i.e. the Contest Winner and a guest) in economy class to Buenos Aires, Argentina, with arrival scheduled for 5 October 2018;
 - Accommodation at one of the official hotels of the Youth Olympic Games Buenos Aires 2018 for four nights, including breakfast;
 - Access to the opening ceremony to be held on 6 October 2018;
 - Access to all the sports events for the duration of the stay.
- A souvenir set of the medals for the Youth Olympic Games Buenos Aires 2018;
- A Samsung tablet.

The other Winners (i.e. the runners-up) will receive a Samsung tablet.

4.2

The IOC reserves the right to modify the nature and/or value of the Prizes up to the day on which they are awarded.

4.3

All Prizes are non-transferable. No substitutions or cash redemptions. Prizes may not be sold, bartered or transferred.

4.4

Trip prizes must be used on date specified in Article 4.1 above, otherwise the Prize will be forfeited. Dates of departure and return are subject to changes. In the event there is a cancellation or pre-emption of the Youth Olympic Games Buenos Aires 2018, the IOC reserves the right to modify the nature and/or the value of the Prizes, in accordance with Article 4.2 above. Airline tickets are non-reroutable and the validity may not be extended. Prizes do not include any additional expenses, including, but not limited to incidentals, telephone charges, travel insurance, souvenirs, upgraded transportation, additional ground transportation, meals, which are the responsibility of the Contest Winner. The Contest Winner and his/her guest must travel together on the same itinerary and must have valid travel documents (i.e., valid passport and/or ID card) prior to departure and are responsible for obtaining their own travel visas and passports. In the event the Contest Winner is a minor under the applicable national laws and regulations of his/her country of residence, he/she must be accompanied by an adult to whom parents or legal guardians have duly consented to and authorised him/her to travel with the minor. All other expenses and costs, not expressly listed above, including, but not limited to, taxes, meals, tips, entertainment and transportation to and from home residence to airport are the Contest Winner’ sole responsibility.

4.5

To the fullest extent permitted by law, the IOC gives no representation or warranty with respect to the Prizes provided under the Contest; in particular, the IOC gives no warranty with respect to the quality of the awards or Prizes or their suitability or fitness for any purpose. If any of the Prizes has a material defect, the Winners should return the Prize to the IOC in its original packaging. It is the Winners' responsibility to verify the good functioning of the Prize immediately upon receipt; and Prizes will be considered as accepted within ten (10) days of their delivery to the Winners.

4.6

To the fullest extent permitted by applicable laws, the IOC shall not be responsible for any liability whatsoever related to this Contest, including any liability or damage due to the award of the Prize, acceptance, possession, use or misuse of any award of the Prize or from participation in this Contest.

Article 5. Modification of the Rules

The IOC reserves the right at its absolute discretion to vary, delete or add to any of these Rules from time to time without prior notice and without any compensation or indemnification being due to Candidates. These Rules prevail over any provisions or representations contained in any promotional materials relating to the Contest.

Article 6. Use of Registration Information

6.1

By participating in the Contest, Candidates authorize the IOC to collect and use Candidates' Registration Information in accordance with IOC's privacy policy, available at IOC's website (www.olympic.org/privacy-policy), only for the duration and in the manner necessary for the purposes (i) of allowing participation of Candidates in the Contest and (ii) awarding of Prizes.

6.2

Candidates are informed and agree that, consistent with IOC's privacy policy and for the purposes identified in Article 6.1, the IOC may be required to transfer Candidates' Registration Information to certain sub-contractors providing certain IT or other services to the IOC, to the BAYOGOC and to other third parties (including for instance IOC's official travel agency or travel and accommodation services providers) and that such third parties outside of Switzerland, or the European Union, including in Argentina or in other countries where legislation may not afford a similar level of protection to personal information as in the Candidates country of residence.

6.3

By taking part in this Contest and in accordance with IOC's privacy policy referred to in Article 6.1 above, Candidates unreservedly agree that their names and Applications may be used and disseminated for information and/or promotion purposes regarding this Contest and/or the Youth Olympic Games Buenos Aires 2018 on behalf of the IOC or any other individual or legal entity acting on its behalf, such as BAYOGOC.

6.4

Such use of their names and Applications will be unrestricted and will not lead to any rights or remuneration (including any right or interest to revenues derived from merchandising or other commercial exploitation) which are expressly and irrevocably waived, and can be in any in-house or external communication medium for information and/or promotion purposes, as mentioned in the preceding paragraph, on behalf of the IOC or any other individual or legal entity acting on its behalf, throughout the world.

Article 7. Compliance

7.1

All Applications must be in compliance with these Rules at all times. The IOC may, at any time, and based on its own appreciation, exclude any Application or any Candidate, if the IOC considers in its reasonable discretion that such Candidate committed a breach of the Rules.

7.2

Participation in this Contest implies the full, complete and unreserved acceptance of these Rules. Non-observance of the conditions for participation set out in these Rules makes the participation in the Contest invalid.

Article 8. Intellectual property rights

8.1

Candidates warrant that their Applications including any elements sent within the framework of this Contest are original works created by them, which have not been previously published in any form or media whatsoever, and are not based on any pre-existing work. Candidates further guarantee that they are the sole owner of all intellectual property rights in and to the Application.

8.2

Should the Applications include third parties' elements, Candidates guarantee to the IOC that they possess all the rights and authorisations in and to such elements comprised in their Applications. Candidates further warrant that submitted Applications do not violate any existing copyright or any other intellectual property rights or any other rights belonging to third parties. Upon first request of the IOC, Candidates will provide evidence of these written authorisations allowing them to use third parties' elements in and to their Applications.

8.3

Candidates agree not to publish, have published, disclose or use in any way, and for whatever reason, their Application without the prior written consent of the IOC. An exception will be made during the Project Submission Phase, only in the manner defined in these Rules.

8.4

Candidates agree that an assignment of rights agreement must be signed, after the Project Submission Deadline, by each of the Winners, and his/her respective parents or legal guardians in the event Winners are minors at the time of the signature of this agreement, and will form an integral part of their acceptance as a condition for his/her selection as Winners and thus their entitlement to be awarded a Prize (hereafter the "Assignment of Rights") Pursuant to such Assignment of Rights, each of the Winners irrevocably transfers and assigns to the IOC, without any limitation of any kind, whether in time or territory, free of charge, any and all the intellectual property rights and other rights in and to his/her Application.

8.5

Each of the Winners guarantees to the IOC that he/she is fully and duly authorised to transfer the rights covered by the Assignment of Rights, and that, in the event that he/she is a member of a copyright association and/or collective management organisation to which he/she has previously transferred rights to future works, that he/she has obtained the agreement of the aforesaid association or organisation that the Application submitted within the framework of this Contest will be expressly excluded from the general transfer. Upon first request of the IOC, Winners will provide evidence of such agreement with said copyright association and/or collective management organisation.

8.6

By participating to this Contest, Candidates acknowledge that the Olympic Properties (as defined by the Olympic Charter and as periodically updated), including the Olympic Symbol, emblem(s), trademark(s), theme(s), logo(s), mascot(s) or other designation(s) are the sole and exclusive property of the IOC. Candidates agree they shall not use or authorize the use of any the Olympic Properties other than required for the purposes of this Contest and permitted by these Rules. Candidates also agree that they shall not be granted with any right of association, in any way, with the IOC, BAYOGOC, the Youth Olympic Games Buenos Aires 2018 or the Olympic movement.

8.7

Each of the Winners also agree to provide to the IOC, upon request, the source files for his/her Application (EPS format), and any document evidencing his/her ownership of the intellectual property rights and other rights over their Application and the Assignment of Rights in favour of the IOC.

Article 9. Miscellaneous

9.1

IOC's decisions on all matters relating to the Contest, in particular, but not exclusively, the results thereof, are final and binding on all Candidates. No correspondence will be exchanged regarding the Contest except to inform each of the Winners.

9.2

By participating in this Contest, Candidates agree to indemnify and hold harmless the IOC, (including its affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors), from any and all claim by, or liability to, any third party for loss, damage or injury to persons or property caused by any act or omission (whether willful or negligent) of the Candidate in connection with the Contest.

9.3

The IOC is not responsible if the Contest cannot take place or if any Prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

9.4

In case any Article of these Rules are found to be declared invalid, illegal or unenforceable, the remaining Articles of these Rules shall remain valid and continue to bind the Candidates.

Article 10. Applicable law and place of jurisdiction

10.1

These Rules and the Contest are governed by Swiss law without reference to its conflict of laws rules.

10.2

To the extent permitted by these Rules, any claim or dispute in relation to this Contest will be submitted exclusively to the competent courts of Lausanne, Switzerland.