



INTERNATIONAL  
**BIATHLON**  
UNION

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INTERNATIONAL **BIATHLON** UNION  
**DECLARATION OF  
OBLIGATIONS  
FOR ATHLETES AND TEAM  
STAFF MEMBERS**

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## **IBU DECLARATION OF OBLIGATIONS FOR ATHLETES AND TEAM STAFF MEMBERS** WADA CODE COMPLIANT

Before signing, please ensure that you have read the Athlete and Team Staff Information Notice - Data Privacy in **Appendix 1**.

### **AGREEMENT TO BE BOUND BY APPLICABLE RULES**

I, the undersigned athlete/team staff member

- **Family Name**
- **First Name**
- **Date of Birth**
- **Nation**

hereby agree to be bound by the IBU Constitution and all IBU rules, regulations, policies and any applicable health guidelines as amended from time to time (together, the IBU Rules), including but not limited to (i) the IBU Event and Competition Rules; (ii) the IBU Integrity Code; and (iii) the IBU Advertising Rules. I acknowledge that it is my personal responsibility to be knowledgeable of and comply with the IBU Rules. I am aware that the IBU Rules are available on the IBU website at <https://www.biathlonworld.com/downloads> and that I can request a hard copy of them from my National Federation.

I note in particular that the IBU Integrity Code sets out various obligations that I must comply with, including (without limitation) under (i) the IBU Code of Conduct (Chapter B), (ii) the rules preventing the manipulation of biathlon competitions (Chapter C), and (iii) the IBU Anti-Doping Rules (Chapter D). I acknowledge that the Biathlon Integrity Unit (on behalf of the IBU) may conduct investigations and drug testing in accordance with the Integrity Code, and will take any necessary results management and other enforcement action against me under the IBU Integrity Code. I acknowledge that the Biathlon Integrity Unit may delegate any part of testing or results management to a third party, including (without limitation) to IBU member federations, and that other Anti-Doping organisations (such as national Anti-Doping organisations or WADA) may also collect anti-doping samples from me. I hereby submit to the jurisdiction and authority of the Biathlon Integrity Unit (on behalf of the IBU), and any of its delegated third parties, to manage, administer and enforce the IBU Integrity Code. I acknowledge in particular that I have a duty to report to the Biathlon Integrity Unit any information about a potential violation of (or invitation to violate) the Integrity Code, and to cooperate with any investigation undertaken by the Biathlon Integrity Unit and that a failure to do so may amount to a breach of the IBU Integrity Code for which I may be liable to sanction.

I agree to comply with the dispute resolution mechanisms and disciplinary procedures - and to submit to the jurisdiction and authority of the decision-making bodies (first instance and appeal) - set out in the IBU Rules. In particular, save where the IBU Rules provide for another body or person to have jurisdiction, I hereby submit to the jurisdiction of the Disciplinary Tribunal (as defined in the IBU Constitution; currently, the Court of Arbitration for Sport (CAS) Ordinary Division or Anti-Doping Division, as applicable) to determine charges for breach of the IBU Rules, to the jurisdiction of the CAS Appeals Division to determine appeals, and to the jurisdiction of the CAS to resolve other disputes as set out in the IBU Rules, to the exclusion of any other courts or tribunals. I agree that I will not challenge any decisions taken under the IBU Rules, except as permitted thereunder.

This declaration is governed by and construed in accordance with the laws of Austria. Any dispute arising out of or in connection with this declaration will be referred to the Court of Arbitration for Sport (Ordinary Division) for final and binding arbitration in accordance with the CAS Code of Sports Related Arbitration. I acknowledge and agree that the governing law before all decision-making bodies referred to in the

preceding paragraph, including without limitation the Court of Arbitration for Sport, shall be Austrian law and that all decisions, unless successfully appealed, shall be final and enforceable.

This declaration (or any updated version issued by the IBU that I sign hereafter) will remain in effect until I advise the IBU and Biathlon Integrity Unit in writing that I am permanently retiring from participation in biathlon (the retirement forms are available for download on [www.biathlonworld.com](http://www.biathlonworld.com)). However, I agree that the IBU and the Biathlon Integrity Unit will retain disciplinary jurisdiction over me (to be exercised in accordance with the procedural rules in force in the IBU Rules at the time the action is taken) in respect of any of my actions or omissions occurring prior to my retirement, and in respect of any failure by me to cooperate with any investigation into such matters.

**WAIVERS** I understand that there are inherent risks involved in my participation in biathlon competitions, including, but not limited to, those associated with weather or competition conditions, equipment, other participants, and spectators. I fully assume the risks associated with my participation in the competitions and activities sanctioned or authorised by the IBU. To the fullest extent permitted by law, I waive any and all claims that I, my heirs or legal representatives may have against the IBU, the Biathlon Integrity Unit, the organisers of any competitions sanctioned or authorised by the IBU, or any IBU sponsor, or against any director, officer, employee, authorised agent or independent contractor of any of them for death or personal injury and/or any loss or damage that I incur during my participation in any competition or activity sanctioned or authorised by the IBU.

I waive any claim for any costs or losses that I incur in relation to a competition or other activity sanctioned or authorised by the IBU that has to be cancelled for reasons of safety or force majeure (as determined by the IBU or competition organiser), including, but not limited to, travel and accommodation costs.

**INSURANCE** I understand and agree that I must possess both sufficient liability and accident insurance for myself covering accident, recovery, and transport costs, including for competition-related risks, to an adequate extent when participating in any competitions or activities sanctioned or authorised by the IBU.

**ELIGIBILITY** I understand that I will be eligible to participate in competitions sanctioned or authorised by the IBU only once I have provided the IBU with a duly completed and signed copy of this declaration along with a true copy of my passport, and only if I meet the eligibility criteria set out in the IBU Rules.

**DATA PROTECTION** I agree that my Personal Data (as defined in Appendix 1 to this IBU Declaration of Obligations for Athletes and Team Staff Members) may be processed (for example recorded, retained, transmitted, and used) by and amongst the IBU and, other relevant bodies as further specified in Appendix 1, including without limitation, WADA and National Anti-Doping Organisations for the purposes of, and in accordance with, as applicable, the IBU Integrity Code, the World Anti-Doping Code, WADA International Standards and/or applicable laws and the IBU and BIU Privacy Policies available at: <https://www.biathlonworld.com/downloads>.

I agree that I shall ensure that all of my Anti-Corruption Data is available and/or can be obtained on request in accordance with the IBU Integrity Code and acknowledge and agree that the Biathlon Integrity Unit can take, receive, collate, process, store and use my Anti-Corruption Data in any manner it deems appropriate in accordance with and for the purposes of Chapter C of the IBU Integrity Code (including against me or any other person), and that, upon a request made in accordance with the IBU Integrity Code, I will promptly provide to the Biathlon Integrity Unit my Anti-Corruption Data as requested.

I hereby **EXPRESSLY CONSENT** to the collecting and processing (including disclosures) of my Personal Data, as set out above for the purposes set out above. I acknowledge that the legal basis on which my Personal Data will be collected and processed is my consent and/or applicable law which provides for such processing. I acknowledge that the IBU may also need to process my Personal Data, regardless of whether I withdraw or refuse to grant consent, where necessary to establish, exercise or defend legal

claims (including in relation to investigations and/or proceedings with respect to suspected violations of the IBU Anti-Doping Rules and/or the World Anti-Doping Code or equivalent anti-doping regulations and/or Chapter C of the IBU Integrity Code and/or applicable law).

I understand that my Anti-Doping Data will be retained in accordance with the retention periods described in Appendix 1 and that my other Personal Data will be held for no longer than is necessary for the achievement of the purposes identified above.

To the maximum extent permitted by law, I release the IBU from all claims, demands, liabilities, damages, costs and expenses that I may have arising in connection with the processing of my Personal Data and the subject matter of the IBU Integrity Code.

- Place
- Signature of Athlete / Team Staff Member
- Date
- Signature of Legal Guardian in case of Minors

Herewith I declare that I was authorized to upload the provided documents on behalf of the National Federation and the Athlete / team staff member

- Signature of NF Representative
- Contact Details of NF Representative

**For athlete/team staff member signature box:** I have read and agree to this declaration. If I am under 18 years old, my parent or legal guardian has also read and accepted this declaration on my behalf.

**For parent/guardian signature box:** As parent/legal guardian of the athlete/team staff member who is under 18 years old, I have read and agree to the above declaration.

**For NF signature box:** I declare that I am authorised to upload the documents provided on behalf of the National Federation and the athlete/team staff member.

## **APPENDIX 1 ATHLETE AND TEAM STAFF INFORMATION NOTICE - DATA**

### **Definitions**

“Anti-Corruption Data” means any and all of your personal data which in the reasonable opinion of the IBU may relate to a matter(s) falling under Chapter C of the IBU Integrity Code, including without limitation, telephone records, bank account, credit card and transaction details, betting account records, internet and email records, social media accounts including all private and public communications sent thereon, computers and hard drives and other electronic information storage devices and documents, correspondence, addresses and contact details.

“Anti-Doping Data” means any and all data with respect to the Doping Control process related to you (including test distribution planning, Sample collection and handling, laboratory analysis, results management, hearings, appeals and sanctions), Therapeutic Use Exemptions and whereabouts.

“Personal Data” means Anti-Corruption Data and/or Anti-Doping Data and/or any other personal data referred to in this Information Notice.

All other capitalized terms used in this IBU Declaration of Obligations for Athletes and Team Staff Members shall have the meaning as set out in the IBU Integrity Code.

### **Background**

In the context of Doping Control and Anti-Corruption activities, you are being asked to sign the IBU Declaration of Obligations for Athletes and Team Staff Members which this Appendix 1 is an integral part of. The IBU Declaration of Obligations for Athletes and Team Staff Members **incorporates your specific consent for the processing of your Personal Data**. This Information Notice explains in more detail how your Personal Data will be used and processed to ensure harmonised, coordinated and effective anti-doping and anti-corruption programmes for detection, deterrence and prevention of doping and corruption in biathlon. The IBU Declaration of Obligations for Athletes and Team Staff Members should be read in conjunction with this Information Notice.

- a. The IBU is the entity that acts as the controller of your Personal Data. The Data Protection Officer of the IBU is Margit Eidenhammer who may be contacted by emailing [margit.eidenhammer@ibu.at] and marking correspondence as being for the attention of the Data Protection Officer.
- b. **Anti-Doping Data**
  - i. Your Anti-Doping Data will be collected and processed for the purposes of the IBU Anti-Doping Rules and/or the World Anti-Doping Code or equivalent anti-doping regulations and for the purposes of ensuring compliance with the same.
  - ii. The laboratory analysis results may include, without limitation: detection of a Prohibited Substance, its metabolites or markers or any evidence of use of a Prohibited Method identified on the Prohibited List; detection of the presence of other substances not included on the Prohibited List as may be directed by WADA pursuant to a monitoring programme described in Article 4.5 of the World Anti-Doping Code; longitudinal profiling of haematological parameters such as haemoglobin and red blood count over a specified period of time as well as testosterone/epitestosterone ratio; and/or results from other tests that may be developed in the future to identify the presence of Prohibited Substances or Prohibited Methods.
  - iii. Some of your Anti-Doping Data constitutes personal data under applicable national data protection or privacy laws.

### ***Responsibility for Anti-Doping Data***

- i. Your Anti-Doping Data will be collected by an Anti-Doping Organisation (which may include, without limitation, the IBU which includes any delegated third party operating under a delegated authority agreement on behalf of the IBU) acting pursuant to the IBU Anti-Doping Rules and/or the World Anti-Doping Code or equivalent anti-doping regulations (“the Testing Authority”), or through an authorised collection authority and/or results management authority. The Testing Authority will be responsible for protecting your information in accordance with its local laws and regulations, the WADA International Standard on the Protection of Privacy and Personal Information and the IBU Anti-Doping Rules and/or the World Anti-Doping Code or equivalent anti-doping regulations.
- ii. The Testing Authority will use a data-management system (which may be in electronic form including but not limited to the ADAMS ) to process and manage, including disclose to authorised recipients, your Anti-Doping Data.
- iii. You will be responsible for ensuring that all information which you provide or that is provided on your behalf by other parties, such as your National Federation, is accurate and up to date, including with respect to your whereabouts. Please note that failure to provide and/or update accurate whereabouts information is likely to constitute a breach of the IBU Anti-Doping Rules, whether the failure is intentional or negligent. If you are provided with a password to access the data-management system you will be responsible for keeping this password confidential at all times. Should you inadvertently or otherwise disclose such password you should contact the IBU immediately.

### ***Disclosures of your Anti-Doping Data***

- i. Your Anti-Doping Data will, where appropriate, be made available to authorised Anti-Doping Organisations and/or delegated third parties under a delegated authority agreement on behalf of the IBU, IBU disciplinary tribunals and/or the Court of Arbitration for Sport, in accordance with the IBU Anti-Doping Rules and/or the World Anti-Doping Code or equivalent Anti-Doping regulations, to enable them to assist the IBU to administer the IBU Anti-Doping programme and/or, in the case of Anti-Doping Organisations only, their own Anti-Doping programmes. These Anti-Doping Organisations may include, without limitation, National Anti-Doping Organisations, international or national sporting federations including without limitation the IBU and National Federations, Major Event Organisations and National Olympic Committees. Where this occurs, such Anti-Doping Organisations will be responsible for protecting your information in accordance with their local laws and regulations, the WADA International Standard on the Protection of Privacy and Personal Information and/or the IBU Anti-Doping Rules and/or the World Anti-Doping Code or equivalent Anti-Doping regulations.
- ii. Your Anti-Doping Data will also be made available, in part, to WADA, which will need to process certain information in order to fulfil its obligations and responsibilities under the World Anti-Doping Code. In such case WADA will be responsible for protecting your information in accordance with its local laws and regulations, the WADA International Standard on the Protection of Privacy and Personal Information and the World Anti-Doping Code.
- iii. WADA-accredited laboratories will need to receive your Samples and possibly other data relating to you; however, such laboratories will only be provided with de-identified, key-coded data and Samples that will not enable the laboratories to identify you.
- iv. The IBU, other Anti-Doping Organisations, WADA and WADA-accredited laboratories will process your Anti-Doping Data only for the purpose of ensuring harmonised, coordinated and effective Anti-Doping programmes.

- v. The IBU, other Anti-Doping Organisations, WADA, and WADA-accredited laboratories will not disclose any of your Anti-Doping Data other than to those persons within their organisation who require it for Doping Control purposes (which may include a delegated third party operating under a delegated authority agreement on behalf of the IBU or another Anti-Doping Organisation). Each of the organisations accessing and using any of your Anti-Doping Data may only do so in order to fulfil their responsibilities and obligations arising under the IBU Anti-Doping Rules and/or the World Anti-Doping Code or equivalent anti-doping regulations, which primarily involve the establishment and maintenance of Anti-Doping programmes and ensuring appropriate information sharing as provided for under the IBU Anti-Doping Rules and/or the World Anti-Doping Code and/or WADA International Standards and/or equivalent anti-doping regulations.
- vi. Relevant excerpts from your Anti-Doping Data may be publicly disclosed in accordance with the requirements of, and subject to satisfaction of the conditions set out in the IBU Anti-Doping Rules, the World Anti-Doping Code and the WADA International Standard on the Protection of Privacy and Personal Information, where a final determination has been reached, after the exhaustion of all processes set out in the IBU Anti-Doping Rules that you have committed a violation of the IBU Anti-Doping Rules and/or World Anti-Doping Code or equivalent anti-doping regulations.

**Legal basis for processing Anti-Doping Data**

- vii. Our legal basis for processing your Anti-Doping Data is the consent you provide in the IBU Declaration of Obligations for Athletes and Team Staff and/or applicable law which provides for such processing. We may also need to process your Anti-Doping Data, regardless of whether you withdraw or refuse to grant consent, where necessary to establish, exercise or defend legal claims (including in relation to investigations and/or proceedings with respect to suspected violations of the IBU Anti-Doping Rules and/or the World Anti-Doping Code or equivalent Anti-Doping regulations).

**c. Anti-Corruption Data**

- i. Anti-Corruption Data may be collected (including on request pursuant to my undertakings above) and processed (for example recorded, retained, transmitted, and used) by and amongst the IBU, the International Olympic Committee, National Federations and law enforcement authorities, for the purposes of Chapter C of the IBU Integrity Code and/or applicable laws;
- ii. The IBU may (including on request pursuant to my undertakings above) take, receive, collate, process, store and use Anti-Corruption Data in any manner it deems appropriate in accordance with and for the purposes of Chapter C of the IBU Integrity Code (including in connection with any investigation or proceedings under the IBU Integrity Code involving me or any other person);

**Disclosures of Anti-Corruption Data**

- iii. The IBU may share any Anti-Corruption Data relating to me with the International Olympic Committee, any National Federation, law enforcement authority(ies), investigator and/or disciplinary tribunal appointed by the Biathlon Integrity Unit, betting company and/or betting monitoring agency and/or any competent authority and/or the Court of Arbitration for Sport for the purposes of Chapter C of the IBU Integrity Code and/or in accordance with applicable laws or the request of any law enforcement authority or other competent authority.

**Legal basis for processing Anti-Corruption Data**

- iv. Our legal basis for processing your Anti-Corruption Data is the consent you provide in the IBU Declaration of Obligations for Athletes and Team Staff and/or applicable law which provides for such processing. We may also need to process your Anti-Corruption Data, regardless of whether you withdraw or refuse to grant consent, where necessary to establish, exercise or defend legal claims (including in relation to



investigations and/or proceedings with respect to suspected violations of Chapter C of the IBU Integrity Code and/or applicable law).

**d. International Transfers**

- i. Your Personal Data may be made available to persons or parties located outside of the country where you reside, including, in respect of Anti-Doping Data, WADA and Anti-Doping Organisations, and, in respect of other categories of Personal Data, where data is hosted overseas or where our IT maintenance/service providers are located overseas or where data is shared as set out in this Information Notice. In some other countries, data protection and privacy laws may not be equivalent to those in your own country. If we transfer personal data to such locations, we will ensure that appropriate measures are in place to comply with our obligations under applicable law governing such transfers. Such measures may include entering into 'standard contractual clauses' in the form approved by the European Commission. If you would like to receive further details of the measures that we have taken in this regard, please contact us using the contact details set out below.

**e. Your Rights**

- i. In relation to your Anti-Doping Data, you have certain rights under applicable laws and/or the WADA International Standard on the Protection of Privacy and Personal Information in relation to your Anti-Doping Data, including rights to access and/or correct any inaccurate data, and remedies and rights of redress for any unlawful processing of your Anti-Doping Data.
- ii. You also have the following rights in relation to all categories of Personal Data listed above (including, for the avoidance of doubt, Anti-Doping Data), subject to certain exemptions: a) the right to access your Personal Data; b) the right to request the rectification and/or erasure of your Personal Data; c) the right to restrict the use of your Personal Data; d) the right to object to the processing of your Personal Data or withdraw your consent to the processing of Personal Data; e) where we are processing Personal Data based on your consent, the right to receive your Personal Data, which you provided to us, in a structured, commonly used and machine-readable format or to require us to transmit that data to another controller; f) if unsatisfied with a response from us, you have the right to lodge a complaint relating to the processing of your Personal Data to the Austrian Data Protection Commission by emailing: dsb@dsb.gv.at, or by email to another data protection supervisory authority.
- iii. To the extent that you have any concerns about the processing of your Anti-Doping Data you may consult with the Testing Authority, WADA ([www.wada-ama.org](http://www.wada-ama.org)), your National Federation and/or your National Anti-Doping Organisation, as appropriate.
- iv. Further, if you have any concerns about any category of Personal Data, you may contact us by sending an email to [\[datenschutz@ibu.at\]](mailto:datenschutz@ibu.at) or by writing to us at the following addresses: Biathlon Integrity Unit, Sonystrasse 20, 5081 Anif b. Salzburg, Austria.

**f. Security**

- i. We ensure the security and confidentiality of all categories of Personal Data.
- ii. Your Anti-Doping Data may be held in electronic form including but not limited to ADAMS. ADAMS is hosted in data centres located in Canada and maintained by WADA on behalf of Anti-Doping Organisations using ADAMS. Strong technological, organisational and other security measures have been applied to ADAMS to maintain the security of the data it contains. In addition, WADA and Anti-Doping Organisations have put in place internal and contractual provisions to protect the confidentiality of your data.

**g. Data Retention**

- i. Your Personal Data will be retained for as long as it is necessary in relation to the purposes for which the Personal Data were collected and processed (as described above) and for such longer period as may be necessary to comply with our obligations under the IBU Anti-Doping Rules, IBU Integrity Code and/or World Anti-Doping Code as amended from time to time and/or applicable laws, and if relevant, to deal with any claim or dispute that might arise in connection with our relationship with you.
- ii. It may be necessary to retain certain of your Anti-Doping Data in ADAMS (or other relevant administration/management system) for a minimum period of ten years. The period of ten years represents the time period within which an action may be commenced for an anti-doping rule violation under the World Anti-Doping Code, IBU Anti-Doping Rules and/or equivalent anti-doping regulations. Your whereabouts information, however, will be retained for a much shorter period (approximately 18 months).

**h. Right to object or withdraw consent and failure to provide data**

- i. You understand that you may have rights to object and/or withdraw your consent to the processing of your Personal Data, although in that event, and as noted above, it still may be necessary for the IBU, and additionally in the context of Anti-Doping Data only, the Testing Authority and/or WADA to continue to process (including retain) certain parts of your Personal Data (including Anti-Doping Data and Anti-Corruption Data in particular as applicable) to fulfil obligations and responsibilities arising under, as relevant, the IBU Anti-Doping Rules and/or the World Anti-Doping Code or equivalent anti-doping regulations and/or the IBU Integrity Code and/or equivalent anti-corruption regulations and applicable laws.
- ii. You understand that withdrawing your consent to, objecting to the disclosure of, or objecting to the processing of, your Anti-Doping Data and/or your Anti-Corruption Data, may make (i) Anti-Doping testing and procedures in accordance with the IBU Anti-Doping Rules and/or the World Anti-Doping Code or equivalent anti-doping regulations, as applicable, and the International Standards and/or (ii) anti-corruption compliance procedures in accordance with Chapter C of the IBU Integrity Code and/or equivalent anti-corruption regulations and/or applicable law, impossible. In such case your withdrawal of consent or objection could be equivalent to a violation of the IBU Integrity Code which may exclude you from further participation in the sport, and may result in disciplinary or other sanctions being imposed upon you, such as disqualification from competitions in which you are scheduled to participate or the invalidation of results arising from prior competitions.
- iii. We require all of the Personal Data referenced in this form for the purposes of running the sport and complying with our obligations, in particular and without limitation, to WADA and the International Olympic Committee. If you do not provide us with this information, then we may not be in a position to continue dealing with you in compliance with our obligations and internal policies or to perform tasks for your benefit.

**i. Release**

- i. By signing the IBU Declaration of Obligations for Athletes and Team Staff Members, to the extent permitted by applicable law, you release the Testing Authority (and the IBU, where the IBU is not the Testing Authority), WADA, and relevant Anti-Doping Organisations, from all claims, demands, liabilities, damages, costs and expenses that you may have arising in connection with the processing of your Doping control related data through ADAMS, and/or any other relevant administration/management system.

The IBU relies on the legal bases identified above and as set out under the Data Protection header of the IBU Declaration of Obligations for Athletes and Team Staff Members to carry out the above processing activities and will process your Personal Data in accordance with Data Protection laws. The IBU will retain your information for as long as it is required in relation to the purposes for which the Personal Data were collected and processed (as described above) and for such longer period as may be necessary to comply with our obligations under the IBU Integrity Code, the World Anti-Doping Code or applicable laws, and if relevant, to deal with any claim or dispute that might arise in connection with our relationship with you. We ensure the security and confidentiality of all categories of data referred to in this Privacy Information Notice.

In connection with the above your Personal Data may be transferred to a location outside the European Economic Area ("EEA") where the level of protection afforded to personal data is not as high as that in the European Union. This could occur, for example, where data is hosted overseas or where our IT maintenance/service providers are located overseas or data is transferred to WADA, another Anti-Doping Organisation, a National Federation and/or law enforcement. If we transfer personal data to such locations, we will ensure that appropriate measures are in place to comply with our obligations under applicable law governing such transfers. Such measures may include entering into 'standard contractual clauses' in the form approved by the European Commission. If you would like to receive further details of the measures that we have taken in this regard, please contact us using the contact details set out below.

#### **Contact Details**

If you would like to exercise any of the rights set out above in relation to your personal information, you can do so by contacting the Company using the below contact details.

If you have questions or suggestions about your Personal Data you can contact the IBU by sending an email to [datenschutz@ibu.at] or by writing to us at: Biathlon Integrity Unit, Sonystrasse 20, 5081 Anif b. Salzburg, Austria.

The Data Protection Officer of the IBU is Margit Eidenhammer (IBU Head of Finance and Administration), who may be contacted by emailing [margit.eidenhammer@ibu.at](mailto:margit.eidenhammer@ibu.at) and marking correspondence as being for the attention of the Data Protection Officer.

Without prejudice to any other rights you may have, you also have the right to file a complaint against us with the Austrian Data Protection Commissioner, which is the IBU's supervisory authority, or another supervisory authority of your choice.

## **ATHLETE PRIVACY NOTICE OF INTERNATIONAL BIATHLON UNION (IBU)**

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Protection of your personal data is very important to us. Personal data means any information relating to an identified or identifiable individual. This privacy notice explains what personal information is collected and how it will be used.

Please read this privacy notice carefully. Our data notice includes the following sections:

- **Processing of Personal Data**  
Here we specify what personal data of the athlete is being processed and the purpose of the processing.
- **Lawfulness of Data Processing**  
Here we specify why the processing of personal data is lawful.
- **Duration of Storage**  
Here you find information about the duration of storage of the athlete's personal data.
- **Rights of the Data Subject**  
Here we explain the rights of the persons, whose data we process.
- **Protection of Personal Data**  
Here we provide details how we protect your personal data from unauthorised and unlawful, or even accidental, access, processing, loss, use and manipulation.
- **Transfer of Personal Data**  
Here we provide information about our data processors and all other recipients of data and the kind of data we transfer.
- **Updates of our Privacy Statement**  
Here you learn how to get information about the updates of our privacy statement.
- **Controller**  
Here you find our contact details.

### **1. PROCESSING OF PERSONAL DATA OF ATHLETES**

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#### **Name**

Processing serves the following purposes:

- Athlete registration for competitions;
- Distribution of relevant cup points (World Cup, IBU Cup, Junior Cup);
- Athlete identification by IBU staff, journalists/media and external experts/freelancers (e.g. for PR and media activities, doping tests, medal ceremonies, medical aspects);
- Information for fans;
- Medical purposes.

#### **Nationality**

Processing serves the following purposes:

- Athlete registration for competitions;
- Distribution of IBU World Cup points for IBU nations ranking;
- Information for fans, media purposes.

### **Date of birth**

Processing serves the following purposes:

- Athlete registration for competitions;
- Use by IBU sports technical officials (e.g. Race Director, TD, IBU Referee, etc.);
- Media purposes.

### **Residence**

Processing serves the following purposes:

- Information for fans, media purposes;
- Information about biathlon tradition in a specific region.

### **Profession**

Processing serves the following purposes:

- Media purposes, appreciation of the employer as many biathletes are employed by the customs authorities or the military.

### **Hobbies**

Processing serves the following purposes:

- Media purposes;
- Description of the various facets of the athlete's personality, which help to promote, both IBU and the athlete;
- Helps to promote a healthy lifestyle for the public.

### **Start of Biathlon career**

Processing serves the following purposes:

- Media activities of IBU.

### **Club**

Processing serves the following purposes:

- Media activities of IBU.

### **Related competitive Athletes**

Processing serves the following purposes:

- Media activities of IBU.

### **Results**

Processing serves the following purposes:

- Media activities of IBU.

### **Trainer**

Processing serves the following purposes:

- Contact for IBU staff as well as external experts/freelancers in matters concerning the athlete, but have to be clarified with the trainers;
- Appreciation of the people responsible for the athlete's success.

### **Equipment (ski, rifle, personal sponsors, ammunition, race suit, shoes/boots, bindings, ski poles, gloves, goggles, wax, rifle serial number (only internal use))**

Processing serves the following purposes:

- Marketing of IBU suppliers and sponsors;

- Public information as important part of the athlete's career.

#### **Social media accounts**

Processing serves the following purposes:

- Link to IBU website (social Media Wall) for IBU media activities.

#### **Contact details (email, phone number - for internal use only)**

Processing serves the following purposes:

- Antidoping purposes;
- Hold elections;
- Contact.

## **2. LAWFULNESS OF DATA PROCESSING**

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The legal basis of the processing of personal data is the consent given by the data subject pursuant to Art 6 Sect 1 lit a GDPR and our legitimate interest pursuant to Art 6 Sect 1 lit f GDPR. Our legitimate interest are above purposes.

## **3. DURATION OF STORAGE**

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Name and results/standings as well as sports data will be stored indefinitely even after the end of his/her biathlete career. All other data mentioned above will be stored until the biathlete ends his/her career or until the basis ceases to exist.

## **4. RIGHTS OF THE DATA SUBJECT**

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#### **Right of access (Art 15 GDPR)**

Upon request we must provide information of the personal data processed and the purpose of the processing within a month.

#### **Right to rectification (Art 16 GDPR)**

You have the right to obtain rectification of inaccurate or incomplete data.

#### **Right to erasure (Art 17 GDPR)**

We have to delete data, if they are no longer necessary in relation to the purpose for which they were processed, if you withdraw your consent (in case there is no additional consent for processing) or your data has been unlawfully processed.

#### **Right to restriction of processing (Art 18 GDPR)**

You have the right to obtain restriction of processing, if your data, for instance, should only be used for one specific purpose.

#### **Right of data portability (Art 20 GDPR)**

You have the right to receive your data in a structured, commonly used and machine-readable format and request to transmit those data to another controller.

#### **Right to object (Art 21 GDPR)**

You have the right to object to the processing of your personal data, if processing is based on public interest or our legitimate interest.

### **Right of withdrawal (Art 7 Sect 3 GDPR)**

You have the right to withdraw your consent at any time and without giving reasons. In case of withdrawal send an email to [datenschutz@ibu.at](mailto:datenschutz@ibu.at) or post a letter to International Biathlon Union, Sonystrasse 20, 5081 Anif b. Salzburg, Austria.

### **Right to lodge a complaint with a supervisory authority (Art 77 GDPR)**

You have the right to lodge a complaint with a supervisory authority (in Austria with the Austria Data Protection Authority), if you consider that the processing of your personal data infringes the GDPR.

For more details about these rights please take a look at: <http://eur-lex.europa.eu/legal-content/DE/TXT/PDF/?uri=CELEX:32016R0679&from=DE>

Please note that when exercising these rights, you will have to prove your identity. Without proof unauthorised persons could get access to and use your personal data.

## **5. PROTECTION OF PERSONAL DATA**

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Your personal data will be protected by appropriate organisational and technical measures. In particular, these measures concern protection from unauthorised, unlawful or even accidental access, processing, loss, use and manipulation.

## **6. TRANSFER OF PERSONAL DATA**

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### **Processor**

At times we work together with data processors (SIWIDATA und Plaras). We have concluded a Processing Contract with all our processors pursuant to Art 28 Sect 3 GDPR. Moreover, we use only processors providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the GDPR and ensure the protection of the rights of the data subject.

### **Transfer of personal data to a third party**

Personal data specified under point 1 are sometimes transferred to third parties who are not one of our processors such as:

- Event organisers;
- Journalists;
- National anti-doping agencies, testing agencies, WADA, ITA;
- IBU sports-technical officials (e.g. Race Director, TD, IBU Referee, etc.).

## **7. OBLIGATION TO PROVIDE DATA**

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When registering as athlete, you have to provide the personal data specified above. Your personal data can be used for the promotion of events. Without this data you cannot participate in IBU events.

## **8. UPDATES OF OUR PRIVACY STATEMENTS**

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Any modifications of our Privacy Statement will be published on [biathlonworld.com](http://biathlonworld.com). Please refer to this site for updates on the privacy statement.

## **9. CONTROLLER**

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The data specified under point 1 is controlled by the International Biathlon Union, Sonystrasse 20, 5081 Anif b. Salzburg, Austria. Contact us per email [datenschutz@ibu.at](mailto:datenschutz@ibu.at) or phone +43 (0)662 855050.