

## Volunteers – General Conditions of Participation for Volunteers in Connection with the European Championships Munich 2022

Olympiapark München GmbH ("**OMG**") is a wholly-owned holding company of the Bavarian state capital Munich. The Olympiapark Munich will host the European Championships Munich 2022 ("**Munich 2022**") from August 11, 2022 to August 21, 2022. As part of Munich 2022, more than 4,700 athletes from all over Europe are expected to come to Munich to compete in various sports. Most of the competitions will take place in the Olympiapark itself. Munich 2022 shall be an unforgettable experience for visitors, athletes, organizers and volunteers in the anniversary year of the Olympiapark.

### **I. YOUR ASSIGNMENT AS A VOLUNTEER**

1. You apply with your online registration as a Volunteer for Munich 2022. By registering, you accept these Conditions of Participation as legally binding, both for your registration and - in case of successful selection - for your assignment and participation as a Volunteer at Munich 2022.
2. When registering, you can name your preferences and availability as to when and in which areas or in which roles you would like to support the organization and execution of Munich 2022 as a Volunteer. The selection of Volunteers and the exact area of assignment for each Volunteer is expected to take place in spring 2022, in some cases earlier, and is at the sole discretion of the OMG respectively the Local Organizing Committee of Munich 2022 ("**LOC**"), whereby your given preferences and availability will of course be taken into account in the selection and allocation process as far as possible.
3. You will find out whether you can participate in Munich 2022 as a Volunteer, whether you have been selected and in which area you will be assigned to by a message from the OMG or the LOC, presumably in spring 2022, in some cases earlier. Before receiving this message from the OMG or the LOC, you can cancel or withdraw your registration at any time without providing any reasons. If you are selected as a Volunteer for Munich 2022, you will receive a message from the OMG or the LOC and will then have a further two (2) weeks to withdraw your registration or confirm your agreement with the selection and your area of assignment. The details on how to withdraw your registration or confirm your selection will be communicated by the OMG or LOC in the respective message. Details of your assignment as a Volunteer at Munich 2022 (e.g., shift schedules, dates for preparatory trainings, etc.) will be communicated by the OMG or the LOC.
4. During your assignment as a Volunteer, you shall abide by the rules and regulations communicated to you by the OMG or the LOC. In particular, it is important to inform the OMG as soon as possible if you are unable to fulfill an assigned task in terms of time, content or physical condition.
5. It is important that you have a valid residence title in Germany for the entire period of Munich 2022. By registering, you confirm that this is the case and that you also have all other permits, consents, authorizations and licenses (driver's license, referee license, trainer license, etc.) specified in your registration.
6. As part of your role as a Volunteer, OMG will provide you with relevant event equipment and clothing that you are asked to wear during your assignments. While wearing this event clothing, for protecting the interests of our sponsors and partners, you will not display any other third-party logos, symbols, trademarks, brand names or copyright-protected works if this can be understood as advertising or

promotion. In particular, it is also forbidden to sell or offer for sale the event equipment and clothing or any other item provided.

7. OMG will provide you with adequate and sufficient meals on all days of your assignment. You agree not to be drunk or intoxicated, or to carry or consume alcoholic beverages or intoxicants at all times during your role as a Volunteer. The hygiene and health requirements stipulated by the responsible authorities, the OMG or the LOC must be strictly adhered to.
8. On the days you are on duty in your role as a Volunteer, you may use the Munich public transport system free of charge in connection with your accreditation.
9. You are aware that these Conditions of Participation for you as a Volunteer as well as your contribution to the organization of Munich 2022 are not intended to establish an employment relationship now or at a later stage. You are, therefore, at no time an employee of the OMG or the LOC and will not be considered as such. Therefore, you agree that you are not entitled to any remuneration, compensation or salary as a result of the time you spend as a Volunteer and/or the functions you take over.

## **II. CONFIDENTIALITY, INTEGRITY AND COMMUNICATION**

1. You agree to maintain secrecy and confidentiality with regard to all information or facts you have access to within the scope of your assignment at Munich 2022 as a Volunteer or which concern the LOC and/or OMG and/or the Munich 2022 organization. You will treat all information, personal data or facts with utmost discretion and, in particular, will not post this information on social networks, on remote cloud storage and/or similar web services (e.g. Dropbox, Facebook, etc.), or share this information with any other parties unless permitted by the OMG or the LOC (e.g. within the framework of the notified social media guidelines). This obligation to secrecy and confidentiality applies also after your participation as a Volunteer at Munich 2022 has ended.
2. Integrity is enormously important to OMG and to Munich 2022. It is therefore forbidden for Volunteers to offer, accept or demand bribes in any form or benefits to which you are not entitled in connection with your role as a Volunteer at Munich 2022. The same applies to the offering or acceptance of gifts, hospitality and benefits, insofar as such are intended to influence your actions as a Volunteer and exceed the scope of reasonable and appropriate expenditure. Should you become aware of such activities, you will report them to OMG immediately.
3. You are not authorized to speak to the media in your role as a Volunteer and will forward all corresponding inquiries to the OMG. If you communicate with the media without authorization or otherwise make inappropriate comments about the OMG or Munich 2022, the OMG or the LOC may immediately exclude you from registration and/or terminate your participation as a Volunteer at Munich 2022 by unilateral declaration.
4. You will comply with all OMG or LOC policies and procedures, circulars, and announcements relevant to your role (including, but not limited to, code of ethics, accreditation and security procedures, use of communications equipment, commercial restrictions, and any communications policies, including social media policies, etc.) in fulfilling your role as a Volunteer.
5. You will not use or damage the reputation of any (word) trademarks or logos associated with Munich 2022, in particular those of the European Championships Management or OMG or those that may give rise to a likelihood of confusion with these trademarks.

### **III. MARKETING, IMAGE AND SOUND RECORDING**

1. You accept that you may be photographed, filmed and recorded in the course of your role as a Volunteer at Munich 2022. OMG, licensees and/or relevant rights holders (e.g. ECM, host broadcasters, TV stations, etc.) have a legitimate interest in the use and/or exploitation of such recordings and other reproductions, in whole or in part, for any purpose, by any means, through any and all current and/or future media, worldwide, indefinitely, and without limitation. You agree that you will not assert any claim for use, sale or exploitation of your respective rights for any reason.
2. You grant OMG, licensees and/or appropriate rights holders (e.g. ECM, host broadcasters, TV stations, etc.) the right to edit, copy, add to, extract from or adapt the recordings and/or other reproductions of your image and/or voice in connection with the presentation of Munich 2022 as OMG (and its licensees and/or assignees) deem appropriate.
3. You will not engage (either yourself or through a third party) in any marketing, advertising, commercial, promotional or other activities that may establish a corporate, commercial, sponsorship, endorsement or other relationship between you as a Volunteer or a third party with OMG or any of the sports taking place as part of Munich 2022, without the prior written consent of OMG, or terminate any such activities upon request by OMG.
4. You will not record, use and/or transmit sounds, images and/or descriptions of the competition venues and/or the competitions, including musical performances, without the prior permission of OMG. You will not approach athletes and/or celebrities with requests for photographs (so-called selfies) and will adhere to the social media guidelines provided by the OMG.

### **IV. VALIDITY OF THE CONDITIONS OF PARTICIPATION AND TERMINATION OF THE VOLUNTEER ASSIGNMENT**

1. These Conditions of Participation apply to your registration, your assignment and your participation as a Volunteer at Munich 2022, including preparation and training sessions. Their validity ends with the termination of your participation as a Volunteer at Munich 2022, unless these Conditions of Participation stipulate that the provisions are also valid after the end of Munich 2022.
2. Both OMG and you may terminate your participation as a Volunteer at Munich 2022 in text form (e.g. by e-mail) at any time with immediate effect. As a result of the termination, you will return to the OMG all documents and/or equipment and/or items received in connection with your role as a Volunteer in consultation with the OMG.

### **V. LIABILITY AND INSURANCE**

1. Unless agreed in advance and in writing with OMG, you are liable for your own costs and expenses in connection with your registration and your activity as a Volunteer at Munich 2022, and OMG is neither obliged to reimburse you for such expenses and/or costs nor does OMG assume any liability in this respect.

2. OMG shall be entitled to seek full recovery of any damages arising directly or indirectly from your conduct, acts or omissions in the course of your duties and activities as a Volunteer. In particular, you release OMG (and its affiliates, licensees, assignees, and business partners) from all claims, costs, demands, damages, losses, penalties and liabilities (including reasonable legal fees) that may arise as follows:
  - Claims by third parties for compensation for damage to property or persons caused by your actions in connection with your role as a Volunteer at Munich 2022, unless those damages are covered by the liability insurance taken out by OMG; and
  - any violations by you of any provisions of these Conditions of Participation.
3. OMG will provide adequate insurance coverage (e.g. group accident insurance and/or liability insurance for personal injury and/or property damage) to cover damages caused by an accident during the performance of your assignments. You are not entitled to any specific insurance or coverage claim from OMG in relation to your participation as a Volunteer.

Please note that insurance coverage does not apply if, among other things, you cause damage either intentionally or through gross negligence. Especially in such a case, you can be held personally liable.
4. You will notify OMG immediately of any damage caused by you in connection with your role as a Volunteer.

## **VI. MISCELLANEOUS**

1. You warrant that all information provided by you during the registration process is true, accurate, current and complete.
2. The protection and security of your personal data is of utmost importance to OMG. You agree that certain personal data that you have provided to OMG may be used to process the accreditation application, to carry out access control, or for the purpose of other checks. You can access the relevant data protection information at any time with this [LINK](#) and save it permanently.
3. OMG may change these Conditions of Participation at any time, but will notify you of any changes by email at your designated address.
4. These Conditions of Participation and all claims arising from them shall be governed by German law. Place of performance, unless otherwise agreed, and place of jurisdiction, if permissible, is Munich.
5. In case of contradictions, the German version of these Conditions of Participation shall prevail.