

## **Privacy Policy and Terms of Use for this website**

### **Privacy Policy**

This Privacy Policy, as updated from time to time, explains in the first section, the elements of your information that is collected and how it is processed in relation to your use of the website <https://www.lausanne2020.com>, as well as for the newsletters edited by the organizing committee of the Lausanne 2020 Youth Olympic Games (hereafter referred to as “Lausanne 2020”). In the second section, you will find the guidelines that detail the rules applying to use of the Lausanne 2020 website (“website”) and more particularly the usage of its contents. These rules do not modify the terms or dispositions of any other contract that you might have established with Lausanne 2020 or its members.

By using this website, you accept that your personal information is collected and processed by Lausanne 2020 in conformity with this Privacy Policy. When we use the terms “we”, “our” or “us” we are referring to Lausanne 2020’s organizing committee; when we use the terms “you” or “your”, we refer to you as a user of the Lausanne 2020 website. It is to be noted that when you access and consult this website, you agree to comply with the terms that follow. If you do not agree with this set of dispositions, please refrain from using this website.

### **WHAT INFORMATION DO WE COLLECT?**

#### **Information that you provide to us**

You may provide us with information, including personally identifiable information, when you use the Lausanne 2020 website, for example when communicating with us via our contact form or when subscribing to our newsletter.

#### **Information that is collected automatically**

We may implement automatic tracking processes (cookies) gathering information (such as browser type, operating systems, IP address and the date and time of access) on the Lausanne 2020 website, in order to help improve its contents, customize it based on users’ preferences and conduct traffic and audience research. You may block cookies by changing your browser settings.

#### **Publicly available information**

The Lausanne 2020 website may aggregate certain publicly available information (e.g. texts, photos and videos) sourced from publicly accessible accounts opened by third parties on third party social media services such as Twitter, Facebook and Instagram. Any person whose social media content is displayed on the Lausanne 2020 website may contact the organizing committee at [info@lausanne2020](mailto:info@lausanne2020) in order to have such content removed from our website.

## HOW DO WE USE THE INFORMATION WE COLLECT?

We use the information we collect about you to:

- i. maintain and develop the Lausanne 2020 website
- ii. gather statistics to help diagnose problems and enhance your experience of our website
- iii. ensure the security of Lausanne 2020's website and the use of our website in compliance with the relevant terms of services and applicable laws.
- iv. Send you communications, including by email (newsletter), while offering you the possibility to opt-out from such communication at any time.

## WITH WHOM DO WE SHARE YOUR INFORMATION?

In addition to any information you may decide to make publicly available through your use of Lausanne 2020's website, we may share information you provide us for the purposes outlined in this Privacy Policy with some of our affiliates who provide such services such as data hosting or email communications. The email addresses provided when subscribing to the newsletter are, for example, stored at our email provider (<https://mailchimp.com>).

We reserve the right to disclose personal information we hold about you if we are required to do so under applicable laws or pursuant to any judicial or administrative process, and to the extent necessary for investigating, preventing or taking action regarding unlawful activities, or violation of our Terms of Use.

## HOW DO WE PROTECT YOUR PERSONAL INFORMATION?

### a) Data security

We use technical and organizational measures in order to protect your personal information against the risks of damage, destruction, loss or unauthorized access, in accordance with applicable laws. Lausanne 2020 strives to take all reasonable measures aimed at stopping unauthorized access to your personal data, unauthorized use or data falsification, as well as minimizing induced risks. Providing personal data on Internet always presents risks and any technical system is not entirely protected against manipulation or vandalism.

### b) International transfer

The information we collect will usually be processed in the European Economic Area or in Switzerland. However, email addresses are stored at our email provider, whose servers are located in the United States. The privacy protection provided by their laws does not always guarantee a protection equivalent to that applied within the European Union and Switzerland. Being informed of this factor, you agree that we may also transfer your information, for the purposes allowed by this Privacy Policy, to the above-mentioned recipients and that certain information may be stored abroad.

### c) Age limitation

The Lausanne 2020 website is intended for people who are 13 years old or older. By using our website, you confirm that you are of legal age under the laws of your country of residence, or that you have obtained a parent's or a guardian's consent to use Lausanne 2020's digital properties

If you become aware that your child has provided us with personal information without your consent, please contact us at the following address [info@lausanne2020.com](mailto:info@lausanne2020.com).

**d) Data retention**

We will retain your information uniquely for the duration that is necessary for this Privacy Policy's purposes or as required to meet our legal requirements. We have decided to set a six-month deadline after the end of our event and commit to destroying all traces of your data after that time

**e) Date provided by volunteers and data provided by the acquisition of derived products**

Due to the high volume of collected data, the website section dealing with volunteer registration and administration is regulated by a separate privacy policy, included in the volunteer terms and conditions.

This is also true for the website section devoted to derived products, operated by a company that provides services to Lausanne 2020 and that has its own privacy and sales policies.

**YOUR RIGHTS**

You have the right, in accordance with the law, to withdraw your consent regarding our use of your or your child's personal information, to request access to your data, to request the deletion or correction of any erroneous or incomplete data and to object to their use. For these purposes, please contact us at the following address: [info@lausanne2020.com](mailto:info@lausanne2020.com).

If you no longer wish to continue receiving communications from us, you can also unsubscribe from our newsletter and other communications by clicking on the link provided in our email communications.

## Terms of Use

### PROPERTY OF THE WEBSITE AND ITS CONTENTS

This website is the property of Lausanne 2020 and its organizing committee. Unless otherwise specified, the entire content offered and figuring on the website, including notably, but not limited to, text, graphic elements, data, photographs, animated drawings, sound, illustrations, videos, as well as the selection and organization of these elements (“Lausanne 2020 contents”), belongs to Lausanne 2020, to its lessors of license, to the International Olympic Committee (IOC) or its third-party image partners, and all rights are reserved.

All elements on the website, including Lausanne 2020 content, are protected by copyright, distinctive commercial sign, moral rights, trademark and other relative protection of intellectual property regulations.

### USE OF THIS WEBSITE

You agree that you will respect the applicable legislations and regulations, notably, but not exclusively limited to, Internet, data, electronic mail, privacy protection and technical data transmission exported from Switzerland or the country in which you reside.

You are not authorized, in particular, to:

- a. download, copy or retransmit all or part of this website or Lausanne 2020's contents without the written consent of Lausanne 2020 or in contradiction to a written agreement with Lausanne 2020;
- b. use data search systems, robots or other extraction or data collection tools;
- c. manipulate or post the website or Lausanne 2020 contents in any other form by using framing technology or similar navigation technology;
- d. register, subscribe or unsubscribe or attempt to register, subscribe or unsubscribe for a third party in order to benefit from Lausanne 2020 services, if you are not specifically authorized by this third party to do so; and
- e. use the website or Lausanne 2020's contents other than the usage to which it is destined. An unauthorized use could, furthermore, infringe upon applicable legislation, notably but not exclusively limited to, copyright and registered trademark legislation, privacy and publicity legislation, as well as regulations governing communications.

### TRADEMARKS

Lausanne 2020's trademarks, in particular, its emblem and any other product name or service, or slogans present on the website are Lausanne 2020's exclusive brands and cannot be copied, imitated or used in all or in part, without prior written agreement by Lausanne 2020. Moreover, the website's look and conviviality, that is the page titles, common graphic elements, button icons and script, constitute Lausanne 2020's service mark, registered trademark and visual identity and thus cannot be copied, imitated, used in all or in part, without prior written authorization. All brands, registered trademarks, product names or names and logos of companies mentioned on the website, belong to their respective owners. Reference made to a product, service, process or other, by mentioning the registered name, the registered trademark, of the provider or other parties, neither constitutes nor implies advertising testimony, approval or a recommendation on our part.

## **LINKS**

You are not allowed to use the Lausanne 2020 logo or any other graphic element belonging to Lausanne 2020, as well as creating a link to the website, without attaining the specific written agreement of Lausanne 2020. Moreover, you are not allowed to use framing technology on the Lausanne 2020 brand/trademark, logo or its other elements, without attaining the written consent of Lausanne 2020.

Requests – in detail – may be addressed to [info@lausanne2020.com](mailto:info@lausanne2020.com).

Lausanne 2020 neither assures nor guarantees, and declines any responsibility, be it direct or indirect, concerning the quality, the content, the nature or the reliability of third-party websites accessed by a hypertext link displayed on our website or those on websites with established links to our website. Lausanne 2020 has no control over these websites and is responsible neither for their content nor the links they have established to third-party websites, as well as the revisions, modifications or updates effected by these third-party websites. Lausanne 2020 offers these links exclusively as a convenience and the link's presence, does not imply an affiliation to Lausanne 2020, a sponsorship or adoption by Lausanne 2020 of the website or the information that it contains. When you leave our website, you should be conscious that our terms and conditions no longer apply. You must take into consideration the terms and conditions, notably in terms of privacy policies and the collection of data, that are in vigor on the websites that are consulted via a link displayed on our website.

Your participation, correspondence and transactions with third parties found on or via our website, concerning payment or delivery of merchandise or services, and the terms, conditions, guarantees or declarations associated with these transactions, only concern you and the third party in question. You acknowledge that Lausanne 2020 cannot be held responsible for loss, damage or other risks taken, that are due to transactions of this type.

## **COMPENSATION**

You accept to defend, compensate and free of any responsibility Lausanne 2020, its associated entities, members, lessors of license, employees, agents, third-party information and service providers in regards to any claim, damage and interest action, claim for costs, debts or expenses (including, but not limited to, legal fees in reasonable proportions) resulting from or in relation to your manner of using the website or your incapacity of using the website, in violation or presumed violation by you of the website's terms and conditions, or any statement or guarantee contained by it, unauthorized use of Lausanne 2020 contents or the violation by you of others' rights.

## **DISCHARGE**

This website and Lausanne 2020 contents are provided "as is"; Lausanne 2020 and its committee, employees, content providers, agents and associated entities exclude, in the measure authorized by law, any explicit or implicit guarantee, including, but not limited to, implicit guarantees of merchandise quality, satisfaction quality or convenience, to a particular user. Lausanne 2020 will not be held responsible for eventual damage of any nature caused by the use of this website or Lausanne 2020 contents, along with the website's unavailability, including, but not limited to gains and losses, as well as direct or indirect harm, be they accessory or punitive. Lausanne 2020 does not guarantee the absence of error or the risk of

interruption of the functions integrated to its website. You, and not Lausanne 2020, assume the entire responsibility of assistance fees, of help or repairs undertaken after having used this website or the Lausanne 2020 contents. Lausanne 2020 does not guarantee the absence of viruses or harmful components on the website or in the Lausanne 2020 contents.

Lausanne 2020 strives to reasonably assure the accuracy, correction and reliability of contents offered on its website but gives no assurance, nor guarantee, regarding this topic.

## **LIMITATION OF RESPONSIBILITY**

Lausanne 2020, its directors, members, employees or agents can in no way be held responsible for direct, special, indirect or accessory damages or any other type of damage, notably, but not limited to loss of use, profits or data, if there is contractual responsibility, tort (notably, but not limited to negligence) or other, linked in any manner to use of the website, services, Lausanne 2020 contents, or elements found on the website or consulted through the website, including, without limitation, damage associated with trust granted by users to information obtained from Lausanne 2020 or resulting from errors, omissions, interruptions, suppression of files or emails, defects, viruses, delays of operation or transmission or non-operating, due to force majeure or not, communication problems, theft, destruction or unauthorized access to Lausanne 2020 archives, programs or services. Lausanne 2020's total/complete responsibility, be it contractual, tortious, almost tortious (including errors, intentions, passives or charges), associated with a guarantee, linked to products, by right or all other type of responsibility, resulting from or in association with website use, can in no manner exceed the sum which you have acquitted at Lausanne 2020, if applicable, for accessing or using the website.

## **APPLICABLE LAW AND ARBITRATION**

The present conditions' implementation and interpretation are governed by Swiss law. Any dispute resulting from or relative to the use of this website or Lausanne 2020 contents that cannot be settled amicably, will be judged, with exclusion of ordinary courts, in conformity to the arbitration code of sport. The parties commit themselves to respecting this code and to apply in good faith the arbitral award decided by the Court of Arbitration for Sport. The arbitration seat is in Lausanne, Suisse

## **CANCELLATION**

Lausanne 2020 reserves the right, in its sole discretion and without prior notice, to block a user's access to the website.

## **OTHER DISPOSITIONS**

The waiver of one of the dispositions in the present terms of use will only be effective if and when it is produced in writing and signed by Lausanne 2020. In the event that one of the present terms of use's dispositions is deemed nonapplicable, it will have no effect on the validity and applicability of the other dispositions. All rights not specifically treated by the present documents are reserved.

## **MODIFICATIONS OF THE PRIVACY POLICY AND TERMS OF USE**

We reserve the right to change the present Privacy Policy and the Terms of Use at all times. When we make changes, we will modify the “update date” located at the end of the Privacy Policy and any modification will enter into effect as soon as it is published. We will make reasonable efforts to inform you of any substantial change made to the present Privacy Policy, for example by posting a notification on our Internet website (<https://www.lausanne2020.com>). Your continued use of the YOG2020’s digital property, after the notification of changes, amounts to your acceptance of these changes. We encourage you to consult our Privacy Policy on a regular basis.

The present Privacy Policy was updated on August 28<sup>th</sup>, 2017.

Organizing committee of the Youth Olympic Games Lausanne 2020, International House of Sports, Av. De Rhodanie 54, 1007 Lausanne, Switzerland  
Comité d’organisation des Jeux Olympiques de la Jeunesse Lausanne 2020, Maison du Sport International, Av. de Rhodanie 54, 1007 Lausanne, Suisse  
<https://www.lausanne2020.com/>.