

# FIBA VENUE RULES

(IN FORCE AS OF 1 APRIL 2018)

## 1. GENERAL PRINCIPLES

- 1.1 For the purposes of these rules, a **Person** shall be defined as any person attending or intending to attend any event or competition of FIBA ("**Event**") regardless of whether such person holds a valid admission certificate in the form of an official ticket ("**Ticket**") or official accreditation ("**Accreditation**").
- 1.2 These rules apply as soon as a Person enters any premises used for an Event, including any possible security perimeter ("**Venue**"). They shall apply until such Person has left all Venues.
- 1.3 The full text of these rules shall be available for download at an official FIBA and/or Event website. It may also be displayed at the entrance of a Venue and/or be available at Ticket or Accreditation offices.
- 1.4 If a Person does not comply in any way and for any reason with these rules, s/he may not be permitted to enter or may be evicted from a Venue by Event staff, security personnel and/or law enforcement representatives, at their sole discretion. Additionally, s/he may be subject to any applicable measures imposed by law enforcement representatives as per applicable laws.
- 1.5 Should a Person not be allowed to enter a Venue or be evicted from a Venue in relation to any non-compliance with these rules, s/he shall automatically lose any right to re-enter a Venue and shall have no right to reimbursement of any costs and expenses incurred in relation with the respective Event, including but not limited to Ticket costs.
- 1.6 Persons who are banned by public or sporting authorities from attending sporting events may be forbidden to purchase a Ticket or obtain an Accreditation or to enter a Venue.
- 1.7 Use of a Ticket or Accreditation by a minor is presumed to be made with the acceptance of these rules by his/her parents or guardians.

## 2. BASIC TERMS AND CONDITIONS

- 2.1 A Person must at all times:
  - a. Comply with these rules, which shall require compliance also with the FIBA General Statutes and Internal Regulations, other rules and decisions issued by FIBA as well as any other applicable rules (e.g. state law, etc.);
  - b. Follow any instruction given by law enforcement representatives, Event staff, security personnel, and/or other duly authorised persons;
  - c. Hold a Ticket or an Accreditation as well as an official personal document with a photo allowing identification ("**ID**");
  - d. Consent to controls, body searches and possible removal or confiscation of objects that are not allowed in a Venue by applicable laws or these rules.
- 2.2 A Person under the influence of alcohol, narcotics or any behaviour-modifying substance shall not be allowed to enter a Venue and may be evicted from a Venue.

**2.3. A Person shall not be allowed to:**

- a. Throw any objects or substances, or to set objects or substances on fire;
- b. Act aggressively or in any way that may jeopardise security, public health, public order, the uninterrupted continuation of the Event or the reputation of FIBA and/or the Event's organiser ("**Organiser**");
- c. Make any declarations, statements or other actions that display a nationalistic, political, religious, ethnic or racist message or are in FIBA's reasonable decision not fit for a sporting competition ("**Prohibited Messages**");
- d. Act in any way that may trigger violence, racism, religious disputes or xenophobia;
- e. Engage in any form of betting or activities related to betting in connection with the Event;
- f. Threaten others' lives and safety or act in an offensive manner;
- g. Climb on the seats or any other structure inside a Venue;
- h. During the games, stay in an area other than that designated on such Person's Ticket or Accreditation, including any aisles or areas alongside the basketball court;
- i. Smoke, except in especially designated areas, if any;
- j. Record or transmit any sound, moving or still image or description or any result or statistics of the Event, including without limitation those of players, coaches and officials, other than for private use, unless officially authorised by FIBA and holding appropriate Accreditation to the Event;
- k. Be involved in any way in the dissemination of any sound, moving or still image, description, result or statistic of the Event, in whole or in part, for any sort of public access, irrespective of the transmission form, whether over the internet, radio, television, mobile phone, data accessory or any other current and/or future media (now known or hereinafter invented and/or devised);
- l. Engage in any form of activity which may result in unauthorised commercial activity inside a Venue, including but not limited to unauthorised association with the official Event marks, FIBA and its commercial partners;
- m. Use, wear, possess or hold promotional or commercial objects and materials, or offering to sell, or possessing with the intent to sell, drinks, food, souvenirs, clothes, or other promotional and/or commercial items within a Venue. All such items may be removed or confiscated by FIBA or the Organiser;
- n. Provide any type of commercial service or undertake any commercial promotions in a Venue.

**2.4 Subject to applicable laws, by entering a Venue a Person is deemed to:**

- a. Agree that FIBA or third parties authorised by FIBA may use free of charge or any compensation the Person's voice, image, photograph and likeness by means of live or recorded video display, broadcast, streaming or other transmission or recording, photographs or any other current and/or future media technologies (now known or hereinafter invented and/or devised) in a commercial or non-commercial manner, for the maximum duration permitted by law, in any format and through any type of media but excluding the use which implies individual endorsement by the Person of any commercial entity, product or service;
- b. Waive all rights and actions seeking to oppose the exploitation described in paragraph 2.4.a above. FIBA (and third parties authorised by FIBA with respect to the use of such media) shall be bound by, and comply with, all applicable laws with respect to any use they may make of such media.

### **3. PROHIBITED AND RESTRICTED ITEMS**

3.1 The following items are prohibited and may not be allowed into a Venue at the sole discretion of FIBA, the Organiser, Event staff, security personnel, law enforcement representatives or other authorised persons:

a. **Dangerous items**

- i. Poles (e.g. flag poles) of hard material and/or longer than 1 meter;
- ii. Glass bottles larger than 100ml (excluding medication contained in glass bottles);
- iii. All types of knives and bladed items, including pocket knives and knives carried as part of cultural dress;
- iv. Weapons or implements such as bayonets, flick knives, extendable batons, sharpened combs, modified belt buckles and loose blades modified into weapons;
- v. Items that resemble dangerous items such as replica guns or hoax explosive devices;
- vi. Firearms and ammunition (including replicas, component parts or any device suspected to be a firearm);
- vii. Personal protection sprays such as CS or pepper sprays;
- viii. Fireworks, explosives, flares and smoke canisters;
- ix. Balls, rackets, frisbees or any other objects which may be used as projectiles;
- x. Large “golf-style” umbrellas;
- xi. Hazardous and toxic materials;
- xii. Any other item reasonably considered as dangerous.

b. **Liquids**

- i. Alcoholic drinks. Restrictions may apply to soft drinks and water for commercial (e.g. certain categories may not be allowed if commercialised exclusively in the Venue) or security (e.g. bottle cap may be removed from all bottled liquids) reasons;
- ii. Liquids, aerosols and gels in quantities greater than 100ml.

c. **Photographic and broadcast equipment**

Any video/broadcast or other image capturing equipment including without limitation reflex cameras, tripods and monopods.

d. **Other items**

- i. More than one soft-sided bag of max. 25-litre capacity (bag must be able to fit under the seat);
- ii. Laser pointers and strobe lights;
- iii. Noisemakers including without limitation hunting horns, air horns, klaxons, vuvuzelas and whistles;
- iv. Oversized hats;
- v. Any object or clothing bearing Prohibited Messages or disproportionate commercial identification or capable of being used for ambush marketing activity;
- vi. Tents, boards, signage, spray paint or any other item which could be used for in-Venue demonstration or for damaging property;
- vii. Walkie-talkies, phone jammers and radio scanners;

- viii. Personal/private wireless access points and 3G hubs (smart devices such as Android phones, iPhones and tablets are permitted inside a Venue, but must not be used as wireless access points to connect multiple devices);
  - ix. Bicycles, folding bikes, roller-skates and skateboards;
  - x. Animals, including without limitation pets (only official service animals are permitted);
  - xi. Controlled drugs, including substances which look like controlled drugs;
  - xii. Any other item which may disrupt competition, obstruct the view of other spectators or create a safety hazard, including without limitation any type of paper rolls (toilet paper, cash register rolls, confetti, etc.).
- 3.2 Persons carrying any of the items above will not be allowed to enter a Venue and, subject to applicable laws, may be required to be transferred to law enforcement facilities (e.g. police station).
- 3.3 Any usage of professional photographic or broadcast equipment is prohibited without the prior written authorisation of FIBA.
- 3.4 In addition to the items listed under 3.1 above, specific requirements apply to the following items, which may be allowed inside a Venue only after approval of the Venue security manager or other authorised personnel:
- a. Flags and banners
    - i. A Person in possession of a flag or a banner shall be required to prove that such flag or banner:
      - does not display a Prohibited Message;
      - (for flags and banners larger than 2m<sup>2</sup>) the material it is made of, is not flammable.
 If allowed, the Person in possession shall:
      - agree to usage terms with the security personnel;
      - bear full responsibility for the use of the flag or banner;
      - prove his/her identity with a valid passport or ID;
      - (if required) undersign a specific legal form.
    - ii. Flags, other than the official flags of the countries of the teams participating in the Event or in the game, may not be allowed in a Venue at the sole discretion of the Event staff, security personnel and/or law enforcement representatives.
  - b. Drums

In case of drums, the Person in possession shall prove that the drums:

    - are not closed (one end must be open);
    - are not made of a flammable material;
    - do not display a Prohibited Message.

If allowed, the Person in possession shall:

    - bear full responsibility for the use of the drums;
    - prove his/her identity with a valid passport or ID;
    - (if required) undersign a specific legal form.

c. Food

FIBA and the Organiser reserve the right to not allow food in a Venue.

- 3.5 If available at a Venue, a cloakroom/deposit may be used to temporarily hold items not allowed into the Venue, provided the security personnel agrees and the items do not create any safety hazard.

**4. LIABILITY**

- 4.1 In the event of an emergency, all persons in the Venue shall remain calm and follow the rules and instructions given by the Event staff, security personnel and/or any law enforcement representatives. FIBA and the Organiser shall bear no responsibility for consequences to lives, health and property to the maximum extent permitted by applicable law and particularly in case of non-compliance with the instructions provided.
- 4.2 Should a Person violate the fire safety rules (including violations caused by smoking in a Venue) and cause the fire alarm system to set off, FIBA and the Organiser shall bear no responsibility for any consequences due to such emergency evacuation, which shall be exclusively attributed to the Person.
- 4.3 FIBA and the Organiser shall bear no responsibilities for any harm to life, health and property of a person within the Venue to the maximum extent permitted by applicable law and particularly in case of a violation of these rules.

**5. ACCREDITATIONS**

In addition to the above provisions, the following apply to a Person who has received or is using an Accreditation ("**Holder**"), regardless if s/he is the same person as featured on the Accreditation:

- 5.1 An Accreditation is for personal use only and cannot be transferred to others. It must be worn visibly at all times.
- 5.2 The Holder is granted access rights only to the zones indicated on the Accreditation and shall use the designated entrances accordingly.
- 5.3 An Accreditation does not give the Holder the right to a seat in a Venue, even if the Holder has access to the respective zone. A valid Ticket is always necessary, unless authorised by FIBA and/or the Organiser.
- 5.4 Any misuse of an Accreditation (including without limitation unauthorised entrance into restricted zones or non-compliance with these rules) or engaging for any reason whatsoever in a dispute or argument with security and/or Event staff may result in the immediate withdrawal of the Accreditation by FIBA or the Organiser.
- 5.5 An Accreditation shall remain the property of FIBA and can be withdrawn at any time, with immediate effect, at FIBA's sole discretion.
- 5.6 If an Accreditation is lost, stolen or for any other reason not in the Holder's possession, the Holder shall immediately inform FIBA and/or the Organiser.
- 5.7 The Holder agrees that FIBA and the Organiser collect information about him/her and that this information is processed, used and stored by FIBA, the Organiser or a third party, for the purpose of organising the Event, other FIBA events, and for the promotion of basketball.

**6. APPLICABLE LAW – JURISDICTION**

- 6.1 The relationship, if any, between a Person on the one hand and FIBA, the Organiser and their respective representatives on the other hand, shall be regulated exclusively by Swiss law, without regard to its conflict of law rules.



## **FIBA Venue Rules – in force as of 1 April 2018**

- 6.2 Any and all disputes arising from or in connection with these rules or generally with a Person's attendance to an Event, shall be submitted exclusively to the courts of Lausanne, Switzerland.