

## Visitor Conditions of Use

1. I agree at all times to:
  - a. only use those parts of the Australian Institute of Sport (AIS) European Training Centre located at Via al Lido 9, Gavirate, Italy (ETC Facility) that the Australian Sports Commission (ASC) has authorised me to use and do so only for the purposes and at the times authorised by the ASC and I acknowledge that the ASC may at any time revoke or vary any authorisation;
  - b. comply with all policies or rules of the ASC applicable to visitors or users of the ETC Facility, including those applicable to particular parts of the ETC Facility used by me. I have been informed that copies of these documents will be at any time available at the reception of ETC or in digital form at the link indicated by the AIS or ASC and I expressly recognise that anyhow verbal notice or signage had been duly provided to me;
  - c. comply with all directions given to me by ASC personnel or their delegates in relation to my use of the ETC Facility including to immediately cease any use;
  - d. maintain a high standard of personal behaviour that is, as determined by the ASC, dignified and conducive to sporting excellence;
  - e. not consume tobacco products, electronic cigarette, vaporizers and/or any similar products at the ETC Facility;
  - f. not consume alcohol at the ETC Facility;
  - g. neither possess nor use illegal or prohibited substances at the ETC Facility;
  - h. not use legal or permissible substances in an irresponsible or dangerous manner at the ETC Facility; and
  - i. not use any property of the ASC during my stay without specific permission and, for example, ask for and execute the ASC's specific bike hire form should I wish to hire a bike of the ASC during my stay, all executing any relevant paperwork before the use.
2. If issued with a security pass and/or key for use at the ETC Facility, I agree to:
  - a. keep the pass and/or key safe secure at all times;
  - b. not allow any other person, for whatever reason, to use my pass and/or key;
  - c. immediately advise ASC if my pass and/or key is lost or stolen; and
  - d. return my pass and key to ASC at the end of my access period or immediately if requested by the ASC at any earlier time.
3. I agree to:
  - a. If I have been authorised by a medical practitioner to self-inject any substance with regard to a documented medical condition, notify the ASC in writing before or at the start of my access period of the details of my condition;
  - b. not possess any hypodermic needle, unless I am a medical practitioner or authorised in writing by a medical practitioner;

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- c. not self-inject any substance, unless I am authorised in writing by a medical practitioner with regard to a documented medical condition; and
  - d. not allow any person other than a medical practitioner to administer an injection to me, such injection only to be administered for the treatment of a documented medical condition.
4. I agree, acknowledge and authorise as follows:
- a. I agree to comply with the ASC Anti-Doping Policy which I have reviewed copy of and have diligently read. I have been informed that copies of these documents will be at any time available at the reception of ETC or in digital form at the link indicated by the AIS or ASC;
  - b. I agree to comply with any other anti-doping policies applicable to me;
  - c. I acknowledge and agree that information relating to my whereabouts while using or scheduled to use the ETC Facility may be provided to the Australian Sports Anti-Doping Authority (ASADA) or Italian authorities for doping control purposes; and
  - d. I authorise the ASC to disclose any personal information that it has collected regarding me to third parties for the purposes of investigating possible breaches by me of the ASC Anti-Doping Policy or any other antidoping policy applicable to me, to the extent permitted by applicable law.
5. I acknowledge and agree that:
- a. authorised representatives of the ASC, ASADA or Italian authorities may, at any time and without prior notice, enter any ETC Facility premises (including any room in which I reside), conduct a random or targeted search that has been authorised by the AIS, ASC or their delegates, and remove any goods, materials, documents, electronic information or substances they believe to be evidence of a possible breach of the ASC Anti-Doping Policy or other anti-doping policy or law applicable to me;
  - b. I will comply with all reasonable directions given to me by the authorised representatives of the ASC, AIS, ASADA or Italian authorities during any search conducted under paragraph (a), including to remain present for the duration of the search;
  - c. all property in my room, including any third-party property, is deemed to be my responsibility and in my care, custody and control and able to be searched and seized under paragraph (a);
  - d. evidence of the results of a search conducted under paragraph (a) or the seizure of any goods, materials, documents, electronic information or substances by the ASC, AIS or their delegates under paragraph (a), including any items found in my possession, may be used against me in any investigation or proceeding according to applicable law; and
  - e. the AIS, ASC or their delegates may disclose the results of a search conducted and/or provide the items seized under paragraph (a) to any sporting organisation of which I am a participant or member of and/or to any relevant authority including the police, according to applicable law.
6. I acknowledge and agree that:

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- a. the ASC or AIS will not meet the costs of any medical or hospital services incurred by me in connection with my use of the ETC Facility;
  - b. the ASC or AIS will not provide me with medical advice with regard to my medical fitness or my ability to participate in sport or physical exercise, unless provision of such services has been separately agreed in writing by the AIS or ASC;
  - c. where relevant to my use of the ETC Facility, I must timely disclose to the AIS or ASC in writing details of all injuries and illnesses which affect my ability to train or participate in sport or physical exercise; and
  - d. I have not been in the past and I am not currently under, or investigated for, the status of ineligibility, as defined in the World Anti-Doping Code (WADA Code) and its future modifications. I undertake to keep the AIS and the ASC fully indemnified and harmless for the integral amount of any sanction or loss that should be imposed on the same following a violation of my representation under this clause 6(d).
7. If so consented in the privacy declaration attached to the privacy notice, I authorise:
- a. any medical practitioner, sports scientist or therapist that I consult at the ETC Facility to provide details to the AIS or ASC of any illness and injury that I have sustained or may sustain, any psychological condition, the diagnosis or treatment that has been made or prescribed for me, and any detection of a prohibited substance or its metabolites or markers or other evidence of a suspected breach of the ASC Anti-Doping Policy or Italian Anti-Doping regulations;
  - b. to the extent permitted by applicable law, that the ASC or AIS make full disclosure to executive or medical members and my coaches and team officials of any information obtained pursuant to paragraph (a); and
  - c. to the extent permitted by applicable law, the ASC or AIS to retain any medical information obtained in respect of paragraph (a) and its publication in medical or scientific papers, provided that such publications protect my anonymity.
8. I acknowledge that, as a user of the ETC Facility, I am not authorised to make any statements on behalf of the ASC or AIS or to represent myself as being an “AIS athlete”, “AIS coach”, “AIS official” or the like.
9. I expressly hereby consent to the use by the ASC in any media, multimedia or other form of communication, for the purpose of promoting the ASC, AIS or the ETC Facility of any images or videos taken of me at the ETC Facility. In this regard I expressly consent to the taking and divulging of any videos or pictures.
10. I acknowledge that closed circuit video security monitoring and recording devices are used throughout the ETC Facility and that information obtained from such devices may be used for investigations as to alleged breaches of these conditions, other security investigations and law enforcement purposes and may be provided by the AIS or ASC to third parties for such uses, to the extent permitted by law. For further information please see the CCTV information notice available at the reception desk of the ETC Facility or at the link indicated by the AIS or ASC.
11. I agree to keep confidential any confidential information of the AIS, ETC Facility or in general the ASC disclosed to me during or for the purposes of my use of the ETC Facility.

12. I agree to release the AIS, ASC, its officers, employees and agents from all liability to me, whether in contract (*responsabilità contrattuale*) or tort (*responsabilità da fatto illecito*) or under any statute, except the cases of wilful misconduct and gross negligence, for:
- a. any illness, injury or death that I may suffer;
  - b. any loss of or damage to my property or to property for which I am responsible; or
  - c. any other loss, liability, cost or expense I may incur, as a result of or in connection with my use of the ETC Facility or other facilities and/or services I may have access to through the AIS or ASC, including food or hotel services. With particular regard to my stay at other premises as for example Sunset Hotel, I expressly acknowledge that the AIS and ASC have no control over such premises or locations other than the ETC and any damage or loss suffered by me in connection with such stay shall not give rise to any claim towards AIS or ASC.

Clauses 7, 8, 9, 10, 11 and 12 survives the end of my access period.

13. I fully indemnify the AIS, ASC, its officers, employees and agents against all losses, liabilities, damages, costs and expenses (including legal costs on a solicitor and own client basis) that the AIS, ASC, its officers, employees or agents may sustain or incur arising out of or in connection with:
- a. any breach by me of any of these conditions; or
  - b. any negligent, unlawful or wrongful act or omission by me in connection with my use of the ETC Facility.

This clause 13 survives the end of my access period.

14. Without limitation to any other clause, I expressly acknowledge and renounce to object to the circumstance that if I do not comply with clauses 1, 2(b), 3, 4, 5, 8, 11 my use of the ETC Facility may be terminated immediately by the ASC.
15. I acknowledge and agree that, should any of the provisions of these Conditions of Use be declared null and void or unenforceable, the remaining Conditions shall be maintained in the above terms. ASC undertakes to substitute the provision in question by a provision that most closely complies with the intent initially pursued with that clause.
16. I agree to grant exclusive jurisdiction to adjudicate any dispute arising under or in connection with the application of the present Conditions of Use to the Court of Milan. The applicable law will be the Italian law.

## Privacy notice

Pursuant to Section 13 and 14 of the General Data Protection Regulation EU no. 2016/679 ("GDPR"), Australian Sports Commission (ASC) - Italian Branch ("ASC" and "we") would like to inform you regarding our processing of your personal data, based on principles of correctness, lawfulness and transparency and the protection of your privacy and your rights.

### 1. What type of data we collect

The data provided by you via the registration form or otherwise conferred during your stay at the ETC facility, including personal and contact data, nationality, role, your vehicle registration number, passport/ID details, medical prescriptions, and health status.

Where you have consented to its communication to the ASC, the data provided to us by any medical practitioner, sports scientist or therapist you will consult at the ETC Facility, including your health data and related to illness and injury that you have sustained or may sustain, any psychological condition, the diagnosis or treatment that has been made or prescribed, and any detection of a prohibited substance or its metabolites or markers or other evidence of a suspected breach of the ASC Anti-Doping Policy or Italian Anti-Doping regulations.

### 2. How we use personal data

The ASC processes your personal data for the purposes and on the legal basis as follows:

- a. the execution of the obligations arising from applicable legislation and regulations (e.g., obligations related to immigrations laws, anti-doping rules or laws on the use of prohibited substances), reporting to Italian and Australian authorities (such as the Questura, ASC/AIS, ASADA), or other competent authorities, in those cases in which such data are necessary to investigate possible breaches by you of the ASC Anti-Doping Policy or other mandatory anti-doping policies applicable to you. The legal basis for this processing is the necessity to comply with legal obligations to which the ASC may be subject;
- b. the management of your visit, as better described in the "Visitor Conditions of Use" above. The legal basis for this processing is the necessity to fulfil a contract with you.
- c. the provisions of the services connected to your visit that you may expressly ask or agree from time to time (e.g., medical consultations, physiotherapy, etc.);
- d. the management of any dispute. The legal basis of this processing is the necessity to pursue our legitimate interest, which consists in the exercise of our right of defense;
- e. the analysis of your health related data and scientific research purposes. The legal basis of this processing is your consent;
- f. retrieving your data to facilitate your future visits to this ETC Facility (up to 2 years). The legal basis of this processing is your consent;
- g. ensuring security of our staff, visitors and facilities. The legal basis is our legitimate interest.

Please be informed that providing your personal data is essential in relation to points a) and b), in case of failure, to provide that information, we cannot host you in the ETC facility. In the other

cases, you are free to provide your personal data, and, failing that, we might only be prevented from pursuing the related aims.

### **3. How, where, and how long we retain your personal data**

Your data will be processed mainly electronically by our staff in charge of the processing or by other entities/branches of the ASC or other entities and/or professionals (such as, Italian-based ASC staff and service providers) acting as autonomous data controllers unless they have been appointed as data processors - who provide us with services related to your visit in our centre.

Your data will be stored in the ASC database located in Via al Lido, 9 Gavirate (VA) Italy and also stored in the data centre at Leverrier Street, Bruce, ACT, Australia and will be processed by the staff of those persons/entities that provide us with IT services (i.e., maintain and manage ICT systems).

Your personal data will be retained for the time needed to achieve the purposes described above (up to one year) and, in any event, within the legal limits. In particular, the personal data shall be held by the ASC for the entire duration of your visit at ETC Facility, without prejudice to further retention for fulfilling legal obligations or, with your consent, to retrieve the data in case of your future visits to this ETC Facility (7 years). With reference to our purpose at clause 2(e) above, we retain your personal data for 2 years from their collection. However, we may keep this data for further periods of time in an anonymized form.

### **4. Disclosure, dissemination, and transfer of data**

The ASC may share information with government and law enforcement authorities and with other parties involved in legal proceedings to comply with a legal obligation, when we believe in good faith that the law requires it, or where this is necessary for us or for third parties to protect our or their rights, property, safety, or security. Moreover, if so consented by you, we may communicate to executive or medical members (both ASC staff and external physicians), coaches and team officials of your health data.

Where it is planned for you or you have requested to be accommodated in third parties' facilities, as for example in the Sunset Hotel, we may communicate to those hospitality partners your personal data strictly necessary to place the room reservation and for the handling of all related administrative activities. The processing of your personal data by our hospitality partners is governed by their privacy notices which you can ask for directly when checking in at the relevant hospitality partner.

Your data might be communicated also to other branches of the ASC as long as required to properly manage your visit. Should the need arise to transfer the data to countries located outside the European Economic Area, including countries not offering adequate data protection as Australia, ASC undertakes to ensure a level of protection, also by means of entering into specific contracts, that is adequate to the applicable laws, including by means of entering into standard contractual clauses.

Your data will not be otherwise disseminated.

### **5. Data subjects' rights**

Under Section 15-22 GDPR, you have the right to access your personal data and, if necessary, have it amended or deleted or restricted. You may also object to processing as provided in the GDPR, withdraw previously given consent, if any, without prejudice to the lawfulness of

processing based on that and, within the limits of the provisions of the GDPR, receive a copy of data provided by you in a structured, commonly used and readable by automatic devices and, where possible, ask for the transmission of such data to another data controller (if technically feasible). You can also object to the processing of your personal data in some circumstances (in particular, where we do not have to process the information to meet a contractual or other legal requirement, e.g., in case of processing of data based on the legitimate interest). These rights can be limited – for example where we need your personal data (i) to comply with the law, or (ii) to the interest of the ASC will prevail, or (iii) where providing your information would reveal personal data about another person. You also have a right to complain to an EU data protection authority where you live, work or where you believe a breach may have occurred.

**6. Identity and contact details of the data controller and contact of the Data Protection Officer**

The data controller is the Australian Sports Commission (ASC) - Italian Branch, located in Via al Lido, 9 Gaviate (VA) Italy, e-mail address [europaetrainingcentre@ausport.gov.au](mailto:europaetrainingcentre@ausport.gov.au). You can address your requests, as well as your request connected to the exercise of your privacy rights, to the ASC Privacy officer ([privacy@ausport.gov.au](mailto:privacy@ausport.gov.au)) as Data Protection Officer of ASC.