

TOURNAMENT REGISTRATION FORM HABAWABA INTERNATIONAL FESTIVAL 2023

Club/Association.....address.....
.....tel.....email..... Legal Representative Mr/Ms
.....ID.....

REQUEST

to Waterpolo Development Association to admit the below-mentioned minors at the tournament
HaBaWaBa International Festival 2023, as athletes of the Club/Team:.....

CLUB/ASSOCIATION NAME	TEAM NAME

MINOR ATHLETE NAMES	
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Presidenza e sede legale
Bruno Cufino
Via Marco Polo 25
81030Castelvoturno (CE)

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The Club/Association, under his own responsibility

DECLARE

1. the exercising parental authority/protection agrees that the minor under his responsibility can participate at the HaBaWaBa International Festival 2023;
2. the athlete underage is in perfect physical and mental health, and that each parent undertakes to immediately notify WPD if at the date of the HaBaWaBa International Festival, 2023 the child's condition of health is not optimal for the purpose of taking part in the event;
3. they are aware that any duty of care of the athlete underage lies exclusively and solely with the accompanying persons, as guardians of the same, also for the purpose of the Bella Italia Regulations set forth in paragraph 8; no responsibility will therefore be charged to Waterpolo Development in relation to personal injury (including to the minor) and/or damage to property that may occur during the course of the Event;
4. to exempt Waterpolo Development from any responsibility which may be suffered in consequence of the conduct of the athlete underage in relation to damages to persons and/or property; the accompanying persons designated by the Club/Association are the unique responsible of the supervision of the athletes;
5. to indemnify for and hold harmless Waterpolo Development from any prejudice which may be suffered in consequence of the conduct of the athlete underage in relation to damages to persons and/or property;
6. that all the athletes of the participant Team are enrolled with the Club/Association and that this one has regularly signed the mandatory sports insurance policy for each athlete;
7. to give their consent for the exclusive use and exploitation of the images and videos made by Waterpolo Development during the Event and/or during the initiatives promoted by the aforementioned association and/or sponsored by the Italian National Olympic Committee (CONI) and the affiliated Federations at all levels, that depict - alone or together with third parties - team athletes/participants in the event; , within the limits and according to the modalities of the "Release", concerning the use of audio, video and photographic materials; the use of the aforementioned images/video backgrounds in contexts that affect personal dignity and decorum of the participants and/or Waterpolo Development is prohibited. The setting and use of the pictures are understood to be absolutely free of charge and it is agreed that the exclusive right of exploitation of these images and videos in any form and modalities belongs to Waterpolo Development;
8. to know and accept the Regulations¹ of Bella Italia & EFA Village with premises in Lignano Sabbiadoro, Viale Centrale N°29, which will host the Event;
9. to accept that Waterpolo Development can disqualify from the Event, a single athlete or the entire Team, in case some or all the above mentioned assumptions, necessary to the acceptance of this application, are not met;
10. in respect of any dispute concerning and/or arising from and/or connected with the conduct of the HaBaWaBa International Festival 2023 or the interpretation, validity and effect of this document, arising between Waterpolo Development and/or the event participants (athletes, accompanying persons, family

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members, staff, etc.) and/or persons exercising parental rights/child protection, such as, but not limited to, compensation for damages to persons and/or property suffered inside the Bella Italia Village&EFA based in Lignano Sabbiadoro, Viale Centrale N° 29 and/or during the tournament, damage to participants and/or third parties arising from the conduct of participants and/or third parties and/or Waterpolo Development, Italian law shall be applicable and the Court of Naples shall have exclusive jurisdiction.

Place _____ **Date** _____

Signature _____

As specific approval of the above articles n. 2 (athlete health status), 3 (athlete custody and vigilance obligation), 4 (Waterpolo responsibility exemption), 5 (indemnity obligation), 6 (club membership and related insurance), 7 (use and exploitation of images), 8 (acceptance of regulation), 9 (reservation of participation) and 10 (law and applicable forum):

Place _____ **Date** _____

Signature _____

The Club/Association also

DESIGNATES AND NOMINATES

as accompanist during the trip and responsible for the surveillance of the underage athletes above mentioned during the HaBaWaBa International Festival 2023:

Mr/Ms.....
 Address.....
 Identification Card.....

Mr/Ms.....
 Address.....
 Identification Card

Mr/Ms.....
 Address.....
 Identification Card.....

Mr/Ms.....
 Address.....
 Identification Card.....

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The above mentioned responsables/accompanists:

1. They undertake, to carry out all the tasks entrusted to them, such as, but not limited to, accompany and / or transport the young athletes, complete administrative paperwork that may be required before and after the competition.
2. They undertake, for the duration of the event, to avoid that the participant athletes under their responsibility, move away from the venue of the HaBaWaBa International Festival 2023;
3. They undertake and agree to the use and enjoyment of sports facilities within the Bella Italia Village, and the stretch of beach reserved for it, necessarily always happen under their supervision and oversight, with responsibility solely dependent on them.

Club/Association President and the exercising parental authority/protection sign this form for confirmation and acceptance.

The legal representative of the Club/Association		Signature legal representative Club
NAME/SURNAME.....	
NAME OF MINOR		NAME AND SIGNATURE OF PARENT
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Manifestation of consent for the processing of data

The Club/Association and the exercising parental authority/protection, having read the notification on the processing of Personal Data , they consent to the processing of their data and those of the athlete of the underage athlete, the manner and for the purposes indicated in the same, and in all cases for all those closely connected and necessary to manage the relationship with Waterpolo Development.

Date.....

Place.....**signature**.....

The legal representative of the Club		Signature legal representative Club
Name/surname.....		
NAME OF MINOR		NAME AND SIGNATURE OF PARENT
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INFORMATION FOR THE PROCESSING OF PERSONAL DATA: 1. SOURCE OF PERSONAL DATA. Pursuant to EU Reg. 2016/679 and art. 13 of Legislative Decree 196/2013 we inform you that personal data held by Waterpolo Development (WPD) is collected by the delegated managers and is treated in compliance with the law. **2. HOLDER AND THOSE RESPONSIBLE FOR DATA PROCESSING.** The Data Controller, or the person responsible for making decisions regarding the purposes, methods and security of personal data is Waterpolo Development Association based in Via Marco Polo 25- Castelvoturno (CE) - Italy, VAT Number 02290640693, while Mrs. Cinzia Savi Scarponi is responsible for the processing of data, its dissemination and conservation. **3. PURPOSE OF TREATMENT OF WHICH THE DATA IS INTENDED.** Personal data is processed by WPD for purposes related to: a) Organization and performance of sports activities or federal activities, pursuant to art. 6 lett. f EU Reg. 2016/679; b) Fulfillment of obligations under the law, sporting regulations, community legislation, as well as the instructions issued by the Authorities legislated by the law, pursuant to art. 6 lett. c EU Reg. 2016/679; c) Promotion of sporting activities, pursuant to art. 6 lett. f EU Reg. 2016/679; d) Compliance with accounting, tax, insurance obligations required by law or internal regulations, pursuant to art. 6 lett. c EU Reg. 2016/679; e) the processing is aimed at the publication of photographs and images to reveal the identity of the interested party on the websites of the association www.habawaba.com and www.wpdworld.com or in publications of any kind made by Waterpolo Development intended solely for the promotion of the HaBaWaBa International Festival, pursuant to art. 6 lett. to EU Reg. 2016/679; f) Organization of events involving the WPD and therefore also sponsorship purposes pursuant to art. 6 lett. f EU Reg. 2016/679. **4. DATA PROCESSING METHODS.** In relation to the purposes indicated, the processing of personal data is carried out using manual, computerized and telematic tools and, in any case, in order to guarantee the security and confidentiality of the same. **5. CATEGORIES OF DATA PROCESSED.** The data processed is only common personal data and is not sensitive and / or judicial data. **6. ADDRESSEES AND CATEGORIES OF SUBJECTS TO WHICH DATA MAY BE TRANSMITTED.** The personal data collected will be processed exclusively by authorized personnel and / or the designated Data Processor. In addition to the subjects legitimized by law, the collected data may be communicated to the Italian Olympic Committee and CONI Servizi S.p.a. ; Italian Sports Federations and Sports Promotion Organizations; Entities, Companies or Subjects that enter into WPD relationships for activities of organization, management, advertising or sponsorship of events, tournaments and sporting events; Entities or companies that carry out activities such as insurance companies affiliated with WPD or health activities in favor of WPD or related to the aforementioned insurance companies; Subjects carrying out data processing activities on behalf of WPD. **7. DISCLAIMER OF CONSENT.** The provision of personal data is mandatory for the purposes of processing described in this statement, limited to points a), b), c), d), e), of art. 2 necessary for the execution of the WPD's tasks. Any refusal to provide data may result in non-participation in sports activities promoted by WPD. The provision of data for the purposes described in point f) of art. 2 is optional and processing in this context will only take place with the express consent of the interested party in relation to all or individual initiatives communicated by WPD. **8. TRANSFER ABROAD.** Personal data collected is not to be transferred outside the European Union. **9. STORAGE PERIOD.** The personal data related to the treatment is collected in documents whose conservation is coherently related to the purposes of treatment. **10. RIGHTS OF THE INTERESTED PARTY** The Regulations recognize the rights of the interested parties below that can be exercised against the Data Controller: a) Right of access: Article 15 of EU Reg. 2016/679 allows the interested party to obtain from the data controller confirmation that data is being processed or not, and in this case obtain access to this data; b) Right of rectification: Art. 16 of EU Reg. 2016/679 allows the interested party to obtain from the data controller the correction of inaccurate personal data concerning him without undue delay. Taking into account the purposes of the processing, the data subject has the right to obtain the integration of incomplete personal data, also by providing an additional declaration; c) Right to cancel: The art. 17 of EU Reg. 2016/679 allows the data subject to obtain from the data controller the cancellation of personal data concerning him without undue delay if one of the reasons provided exists in law; d) Right of limitation: The art. 18 of EU Reg. 2016/679 allows the interested party to obtain from the data controller the limitation of processing when one of the hypotheses provided for by the law occurs; e) Opposition law: Art. 21 of EU Reg. 2016/679 allows the interested party to oppose at any time, for reasons connected with his particular situation, the processing of personal data concerning him / her pursuant to Article 6, paragraph 1, letters e) or f), including profiling on the basis of these provisions; f) Right to portability: Art. 20 of EU Reg. 2016/679 allows the data subject to receive, in a structured format, in an ordinary and automatic way, the personal data concerning him / her provided to a data controller and has the right to transmit this data to another unrestricted data controller via the data controller who provided them according to the conditions established by the law; g) Right of withdrawal of consent: The art. 7 of EU Reg. 2016/679 allows the interested party to revoke the consent given at any time. The withdrawal of consent does not affect the lawfulness of the treatment based on consent before revocation; h) Right to claim: Art. 77 of the EU Reg. 2016/679, if the interested party considers that the treatment that concerns him / her is in violation of the regulation, he / she recognizes the right to lodge a complaint with a supervisory authority, especially in the Member State in which he / she usually resides; works or of the place where the alleged violation has occurred. **11. COMMUNICATION:** With reference to the exercise of their rights, the interested party may contact the Data Controller or Data Processor by registered mail or by e-mail at office@habawaba.com.

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DISCLAIMER THE USE OF AUDIO, VIDEO AND PHOTOGRAPHIC MATERIALS

		Signature legal representative minor
NAME OF MINOR		NAME AND SIGNATURE OF PARENT
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DECLARES THE FOLLOWING

1. That there is no obstacle to grant the following authorization and he assumes all responsibility for the lack of truthfulness of the statement.

2. Authorizes Waterpolo Development free to film and / or have the Minor film, with any instrument, via television, multimedia and photographic means, his declarations, the services he will render, in films made ad hoc, also for promotional purposes and in any and all other film and photography produced by Waterpolo Development featuring the Minor, his image, his voice, his face and his name (hereafter the "**Performance**" and / or "**Shooting**") and transfers to Waterpolo Development all the rights of use and economic and commercial exploitation of the aforesaid Performance and Shooting, in any form or manner, in whole or in part, without any limitation of time, passages, language, mode and space, with the right to freely transfer to third parties without the need for further authorization.

For the effect of this release, Waterpolo Development will have exclusive rights:

a) to record, fix, reproduce by any procedure, communicate, transmit and / or disseminate the Performance and / or Shooting of the Minor: (i) by any means and / or broadcasting and dissemination system, current or to be invented in the future, by way of example: on television, radio, audiovisual, which may or may not require the use of a computer for processing and / or development and / or dissemination, by computer network (including via

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internet and intranet) and telephone both landline and mobile; (ii) using any transmission, dissemination and reception tool, current or to be invented in the future (by way of example: satellite, fiber optic cable, telephone cable, wire, mmds, digital, DVBH, DVBX, etc.); (iii) in any form and manner and thereon, purely by way of example, in clear text, with conditional access, in coded and / or encrypted form, free and / or payable, analogical and / or digital, multimedia and / or interactive; (iv) with the use of any technology (wireless, etc.) and protocol (TCP / IP, Gsm, Gprs, Umts) current or to be developed in the future; (v) for reception on any terminal, even non-existent (television screens, personal computer displays, landline and mobile displays, landline and mobile telephone displays, video).

For these purposes Waterpolo Development will be the exclusive and permanent owner of all the rights of use and economic exploitation of the Performance and / or Recovery, in its entirety and of each single part thereof (to be more specific all the material produced, including preparation and testing, photographs of the Minor) without any limit, in any location and by any means currently known and / or to be invented in the future;

b) to reproduce and publish the Performances and / or Recovery in the context of commercial initiatives (promotions, merchandising, etc.);

c) to transmit and use clips, extracts, sequences and / or images containing the performances and / or recovery of the minor, also to complete complex or other works such as, but not limited to, special, backstage, promos, forms of advertising, without such exploitation we are entitled to receive compensation, indemnity or reimbursement.

It is hereby acknowledged that Waterpolo Development is expressly excluded from any obligation and / or its relative cause of effective recovery and / or use of the Performance and / or Recovery of the Minor; the failure or incomplete use of which cannot give rise to any right or claim in favour of the undersigned, the Minor or third parties.

3. He also authorizes Waterpolo Development to recover and record, via television and multimedia, the image and the services that the Minor will carry out for the purpose of creating the previously highlighted contents.

4. It is declared that he has nothing to claim from Waterpolo Development and / or its assignee and in general from anyone who uses and exploits, as provided in paragraph 2 above, the Benefits and / or the Minor uses in any place, even for purposes other than those for which it was made, in order to ensure its correct exploitation.

5. He declares and acknowledges that the characteristics of the Performance and / or Recovery have been illustrated in detail and that he has freely decided to have the Minor recover in the course of the Report and to authorize its use in accordance with the aforementioned and he declares as of now to exempt Waterpolo Development from any liability in this regard.

6. He is aware that the rights covered by this release can be freely transferred by Waterpolo Development and in any case made available to third parties, also through subsequent sub licenses, by the various assignees, in the forms and ways deemed most appropriate by the former, without the undersigned and / or the Minor being able to claim, in any way, anything in this regard.

7. He guarantees to have the legal representation of the minor and to be fully entitled to grant the present authorization, assuming all responsibility for the lack of truthfulness of the statement.

8. He is aware that the Shooting and Performance of Minors will be used exclusively for the purposes mentioned above and that Waterpolo Development guarantees that the use of the aforementioned audio-video material will be carried out in such a way as to not threaten the dignity of the Minor.

9. He declares to renounce any and all considerations that may derive, directly or indirectly, from the exploitation of the images of Minor.

10. He declares that he has nothing to claim from Waterpolo Development and its assignees, at any present or future time regarding the disclosure of the above Recovery.

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¹ REGULATIONS OF BELLA ITALIA & EFA VILLAGE

The Direction of BELLA ITALIA & EFA VILLAGE will have the faculty to remove the subjects participant to the event who will commit acts of vandalism or damage to the dignity of persons and structures.

1 For the safety of guests and in order to combat the illegal and improper entry to the village of unauthorized persons, at the registration time everyone must join the front desk and take a bracelet that will have to be inserted in the wrist and held throughout the period of the stay. Without the bracelet guests lose this status and can be removed from the residence; the bracelet must be shown to each service point (restaurants, beach access, use of the sport facilities, ...) spontaneously at the entrance and when requested from the staff assigned, to the control of the village spaces (beach, sports facilities, park, swimming pools...).

2 The private paid parking is exclusively reserved to the guests of the village. The parking is unguarded therefore the direction of the village is not responsible to pay legal neither for damages nor for car's theft. The management can remove vehicles and/or other vehicles parked out of these areas.

3 Rooms will be available to guests from 4.00 p.m. of the day of arrival. We wish to remind guests to vacate the rooms without exception not later than 9.00 a.m. of the day of departure. However, guests are guaranteed with spaces suitable for luggage storage in case of after vacating rooms, the large number of guests will have different departures throughout the day.

4 The entrance and the exit from the village with or without means of transport is permitted only through the main gate at the Reception from 6 a.m. to midnight. From midnight till 6 a.m. the entrance and the exit from the village, only without transportation, is guaranteed through the walkway and side gates.

5 Buildings, the furnishings of rooms, of common areas and of the beach are to be respected. It is forbidden to use electric cookers and flame cookes both inside and outside he buildings. Any damage caused by guests will be charged to them and settled within the guest's departure from the village.

6 It is forbidden to eat packed lunch in the park, in the buildings and on the beach.

7 It is forbidden to enter into the restaurant and into the church with the swimsuit or with inappropriate clothing.

8 Do NOT allow dogs and other animals within the village and in the rooms.

9 Inside the buildings, during the hours set aside to rest (from 1 p.m. to 4 p.m. and from 10.30 p.m. to 8 a.m.) it is forbidden to use audio-visual system and stereo. During the hours of rest guests must observe the silence and respect the quiet of other guests, both within buildings and in the whole park.

10 Minors must be accompanied by parents or persons with authorization by whom is holder of parental rights. Adults are fully responsible for the children and their behavior within the village: in particular, in addition to ensure absolute respect to this regulation, taking into account the whole responsibility both civil and criminal, they must pay attention so that:

- a. to avoid noise disturbances to other guests of the village;
- b. sporting activities on the beach and at the swimming pools are carried out in complete safety;
- c. to observe absolute respect to people and things during the stay into the park.

11 Considering that to the room number corresponds the place of the beach, the management reserves to accept proposals to change the place of the beach only with a valid motivation and in the presence of other free beach places.

12 The boarding costs to stay in the Village are referred to the full board. Failure to consumption of meals and/or breakfast does not entitle guests to any refund. Meals must be consumed in the dining rooms.

13 During the meals it is allowed to consume only drinks purchased inside the Village.

14 At the village there is a control and surveillance service with a qualified staff to whom it has been assigned the task of ensuring respect of the rules laid down in this Regulation.

15 The use of sport facilities and swimming pools within the village, unless other arrangements agreed upon reservation, are not included in the right to stay. Entrance tickets can be purchased at the reception.

16 The entrance to the village of daily visitors and/or occasional visitors is allowed against the deposit of a valid ID at the concierge where it will be given a pass, after the payment of the entry fee. Restaurant service, beach service and extra are not included.

17 The only entrance to the Village where it is permitted to access with private means of transport is the main gate in Viale Centrale, 29. From 12 p.m. to 6 a.m. the entrance and exit from the Village by car is forbidden. Camping vans and caravans are not allowed in the Village.

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