

# BYE-LAWS

February 2024

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## 1. INTRODUCTION

#### 1.1. Purpose, function and composition

The Bye-laws are supplementary to the Articles of Association.

The Letter of Agreement and Obligations for Titled Events, including the Drug Testing requirements are extensions of these Bye-laws.

#### 1.2. Application

The Bye-laws apply without restriction unless otherwise specified to all divisions of Art. 1.3.

#### 1.3. Definitions

Where the term "EC" is used, it is held to mean the Confederation of Europe as defined in the Constitution of the International Waterski & Wakeboard Federation.

Where the term "E&A" is used, it is held to mean the Confederations of Europe and Africa as defined in the Constitution of the International Waterski & Wakeboard Federation.

Where the word "Admincom" is used, it is held to mean the Administrative Committee of the EC.

Where the word "he", "him" or "his" is used, it is held to refer to persons of either sex.

Where the word "competitor" is used, it is held to include the driver and observer for racing events.

Federation means a National Federation situated within the boundaries of the EC.

Where "his (the competitor's) Federation" is used, it is held to mean the Federation of the country, where the competitor is in possession of a passport of that country or where he can prove permanent residency for more than 5 years.

as mentioned in the EMS.

If the EMS is not (yet) applicable to a division, it is held to mean the Federation of the country, where the competitor is in possession of a passport of that country or where he can prove permanent residency for more than 5 years.

Where "his (the Official's) Federation" is used, it is held to mean the Federation who applied for his examination or after his qualification, any Federation under whose authority the Official advises the EC he then comes.

After his qualification the Rules of Eligibility for Officials are to be applied.

Where the term "Cash Prize" is used, it is held to combine prizes in cash, material inducement, gift of values, compensation and inducement to attract a competitor to attend.

Where the term "waterski & wakeboard" is used it is held to include all sports divisions in Art. 1.3 below.

The EC or National Governing bodies may extend this to include other forms of sport on water where a person or persons are towed by a boat or cable.

Currently Confederation EC recognizes the following divisions and their respective Divisional Councils:

Barefoot

Cableski

Disabled

Racing

Wakeboard Boat

Wakeboard Cable

Waterski

#### 1.4. Amendments, additions, annulments

On a proposal by the Board, the Admincom can amend the Bye-Laws at any time.

The modified Bye-Laws go into effect when all affiliated federations got circulated with them by email.

To be compliant with art 27 of the Articles of Association, the ensuing Annual Congress needs to ratify, to reject or to again amend the modified wording.

#### 1.5. Additional Rules

Additional Rules for each division shall be the compilation of the rules made by the Divisional Councils.

## 1.6. Doping

The IWWF Anti-Doping Rules shall be adopted by the EC.

Any amendments to the rules adopted by the IWWF shall automatically be adopted by the EC. The above shall apply in all matters relating to doping, including banned substances, penalties and appeals procedure.

The imposition of disciplinary measures resulting from anti-doping rule violations may only be carried out on the basis of the IWWF anti-doping rules by the institutions and adjudicating bodies specified therein.

#### 1.7. Relationship with the IWWF

The European Confederation of the International Waterski & Wakeboard Federation, hereafter referred to as the EC, is the association of the Federations entitled on a national level to govern waterskiing and wakeboarding in the territories of the world mentioned above and including Israel.

The EC is the governing body for all sports divisions in Europe (Art 1.3), in accordance with the Articles of Association of the International Waterski & Wakeboard Federation (IWWF).

The EC agrees to abide by the IWWF Articles of Association, in particular to accept the Articles 12 to 16 'Continental Confederations'.

The EC agrees to abide by the IWWF Memorandum of Association.

The EC agrees to abide by the IWWF Bye-Laws, in particular to Article 7 Confederations'.

## 1.8. Court of Arbitration for Sport

Any dispute arising from, or related to, these Statutes or the Bye-laws, or any decisions, directives, rules and regulations issued by the Governing Body shall be submitted exclusively by way of appeal to the Court of Arbitration for Sport in Lausanne, Switzerland, which shall resolve the dispute definitively in accordance with the Code of Sport-related Arbitration.

The website of the Court of Arbitration: http://www.tas-cas.org.

## 2. MEMBERSHIP

#### 2.1. General

Each country may be represented in the EC by one Federation only.

In case of doubt, Congress after careful investigation by the Board shall decide which Federation is qualified in accordance with art 8 of these Statutes.

There are two types of affiliated member Federations: Associate Members and Full members. Associate members have no voting power at the EC Congress. Full members have one vote at least at the EC Congress.

#### 2.2. Members

#### 2.2.1. Full Members (see Appendix E-1 Full Membership)

In order to obtain full membership of the EC a National Federation must

- 1. Request admission in writing.
- 2. Satisfy the EC that it is recognised by the government or authorities of its country as the sole governing body of waterskiing and wakeboarding in the said country or, failing this, that it is the most representative one and displays an activity sufficient to justify its admission.

#### 2.2.2. Associate Members (see Appendix E-2 Associate Membership)

A Federation meeting the requirements mentioned in Appendix E. 2.1 may be admitted as an Associate Member by the Administrative Committee after payment of the annual subscription. Associate membership shall continue until full membership is granted by Congress. The admission of a new member to the EC shall immediately be notified to the President of the International Waterski & Wakeboard Federation.

#### 2.3. Obligations of the members

The admission of a Federation to membership of the EC constitutes formal agreement to respect the Articles of Association, to apply the Bye-laws and Technical Rules, to conform to decisions and to pay subscriptions and fines which may be imposed by the qualified authorities of the EC. All members of such Federations are likewise bound to recognise the authority of the IWWF and of the EC and to respect their Articles of Association, Bye-laws, rules and decisions.

## 2.4. Honorary Members

The title "Honorary Member" can be conferred by Congress on any individual or organisation who has rendered outstanding service to the EC or to the cause of waterskiing and / or wakeboarding.

## 2.5. Other Groupings

The EC can recognize groupings of Federations that exist for specific reasons. Such a grouping may consist of full members, associate members and/or even non-affiliated federations. Such entity can have its own statutes and modus operandi.

The EC can also recognize sub-confederations.

Such a sub-confederation consists of full members and associate members of the EC.

Their role, duties and rights will be outlined in an Addendum to the Bye-Laws.

#### 2.6. Federations

#### 2.6.1. Annual Subscriptions

The amount of the annual subscription to be paid by affiliated member Federations shall be determined as a function of the economic weight of the country they represent.

(See Appendix-C – Subscription fees).

Subscriptions will be invoiced annually before the 1st of March and shall be payable by the following 30th April.

No athlete from a Federation whose subscription is unpaid may participate in a Confederation or World titled event, unless the Confederation or World titled event is taking place in April or May of the year to which the subscription relates.

Federations having any outstanding debts to the EC, invoiced in a former financial year but the one immediately preceding the current one, will lose the right to enter a team or an athlete to any EC, E&A or World Championships.

#### 2.6.2. Voting power

Every full member of the Association who has not been lapsed or suspended will have the right to cast votes as follows:

Every full member will have the right to cast one vote (hereinafter referred to as: "Basic vote") to be increased with the total votes related to the exerted sports divisions as described in article 1.3 of the Bye-Laws, and calculated as follows:

- i. one (1) extra vote in case the respective member has organized at least one (1)
   Qualified Championship, one (1) homologated international competition or one (1)
   homologated national championship for the respective sports division within four
   (4) years before the respective general meeting;
- ii. one (1) extra vote in case at least one (1) athlete (or team in the case of racing) related to the respective member has participated in a Qualified Championship of the respective sports division within four (4) years before the respective general meeting;
- iii. one (1) extra vote in case at least one (1) official related to the respective member has functioned at a Qualified Championship of the respective sports division within four (4) years before the respective general meeting;

The aforementioned term of four (4) years will be extended with one or more years, in case in some or more years no Qualified Championships can be organized in any sports division. As a result of the calculation above a member can cast a maximum of twenty two votes for general items, namely the Basic vote, increased with a maximum of three votes related to each of the sports divisions mentioned in Art 1.3 of these Bye-Laws.

#### 2.6.3. Supply of goods and services

Orders to the EC for goods, articles or services shall be made through Federations.

Invoices for such goods or services will be dealt with through Federations and will be paid through the Federations.

Invoices shall be paid within two months of the date of issue.

See also art 2.6.4. – Sanctions.

#### 2.6.4. Sanctions

For contravention of any Article of Association or Bye-laws the Admincom may apply such sanctions as it deems appropriate including imposition of a fine, removal of the whole or part of the Federation's voting power at the Annual General Meeting and/or suspension for a period of time or from a specified competition or competitions of the Federation's Team or competitors.

#### **2.6.5.** Appeals

A Federation contesting sanctions imposed under 2.6.4 may have recourse to the Appeals Committee.

(See Chapter 6).

#### 2.6.6. Medical representative

All Federations may, and Federations with a voting power of 20 or more votes shall nominate a medical referent to be responsible for contact and collaboration with the EC Medical Commission.

#### 2.6.7. Rights of Associate members

The rights of Associate members are determined and published by the IWWF and shall apply to the EC Confederation.

#### 2.7. Other memberships

The Admincom may propose to Congress other kinds of membership.

## 3. ADMINISTRATION

## 3.1. Congress (General Meeting)

See Arts. 20-21-22-23 & 24 of the Articles of Association.

#### 3.2. The Board

See Arts. 12-13-14-15 & 16 of the Articles of Association.

The Board equals the Board of Directors.

#### 3.2.1. Composition - Decisions

The EC will be managed by a Board consisting of the President, the Secretary General and the Treasurer of the EC. If a decision touches the domain of a divisional council, the agreement of the President of the council concerned must be obtained before the decision can become effective. In case of disagreement between the Board and the council President, the issue will be taken to the Administrative Committee.

Binding decisions of the Board must be ratified by the Administrative Committee at its next meeting.

#### 3.2.2. Powers and duties

The Board is invested with the necessary powers for running the day-to-day business of the EC and for representing it in all matters vis-à-vis third parties, without limitations other than those imposed by the Articles of Association.

The EC will be validly represented vis-à-vis third parties by the joint signatures of two of the Board members.

The President and the Secretary General will represent the EC on the Executive Board of the IWWF.

## 3.3. The Supervisory Board

See Arts. 17 & 18 of the Articles of Association.

These are the formerly named "Elected members of the Admincom".

#### 3.4. The Admincom

#### 3.4.1. Composition

The EC shall be administered by an Administrative Committee, comprising:

- a. The Board = The President, the Secretary General and the Treasurer of the EC.
- b. The Supervisory Board = one to four other members elected by the Congress.
- c. One member elected by each Divisional Council from amongst its members.

A Vice-President, proposed by the President, will be elected by the Administrative Committee from among its members; the Vice-president will be empowered to represent the President with powers defined by the Administrative Committee.

A retiring President may be appointed by the Administrative Committee to the position of Honorary Vice President. The appointment shall be recommended to the Administrative Committee by the incoming President and be made within 30 days of the Annual Congress.

Upon appointment the Honorary Vice President shall serve for a period of 12 months, renewable for one further 12 month term by the Administrative Committee and recommended by the sitting President.

There shall be only one Honorary Vice President and the Administrative Committee shall delegate such power and authority to the Honorary Vice President as it may decide appropriate to the position, including the authority to attend meetings of the Administrative Committee but without a vote.

#### **3.4.2.** Powers

Deliberations of the Administrative Committee are only valid if a majority of its members are present. Nevertheless, postal or email voting on a specific proposal is permissible. The Administrative Committee is empowered:

- a. To propose to Congress modifications of the Articles of Association.
- b. To establish Bye-laws and modifications thereto for approval by Congress.
- c. To draw up a List of Obligations and modifications thereto for all events containing the words 'Europe,' 'European' or 'EC' in their titles for approval by the next Congress.
- d. To propose to the Congress, if the development of the sport should so require, the creation of Councils for management, regulation and promotion of specific divisions of our sport. These divisions shall be listed in the EC Articles of Association.
- e. On a proposal from the Board, to form Commissions which shall be charged with the study of precisely defined matters on which they shall report their findings with proposals for measures to be taken.

Decisions of the Admincom will get carried out by all parties involved: the Board, the Supervisory Board and the Divisional Councils.

An Executive Manager may be appointed by the Admincom to perform such duties and at such honorarium as shall be approved by the Admincom and set out in writing.

#### 3.4.3. Meetings

Meetings of the Administrative Committee will be convened by the President or the Secretary General whenever they deem necessary, and at least twice a year, once before June 15<sup>th</sup> and once after November 1st. Notice convening meetings shall be given and circulated at least 30 days before the meeting.

If the office of President falls vacant as a result of illness, resignation, or death, the Vice-president shall assume the functions of president until the next Congress or until such earlier time as the President resumes his duties.

In the event of the office of Secretary General becoming vacant, the President shall designate a temporary Secretary General until the next Congress or such earlier time as the Secretary General resumes his duties.

In the event of resignation or death of any other member of the Administrative Committee it is empowered to co-opt a substitute member choice, but only with the approval of his Federation.. The nomination of the co-opted substitute member shall be submitted to the next Congress. The substitute's term of office will end at the same time as that of the member replaced.

A member of the Administrative Committee who is not present, force majeure excepted, at two consecutive meetings or at three non-consecutive meetings during a term of office, will automatically be considered to have resigned. The Administrative Committee may co-opt a substitute member of its own choice but only with the approval of his Federation. The substitute's term of office will end at the same time as that of the member replaced.

Decisions of the Administrative Committee will be taken by simple majority. Electronic voting is permitted. In case of equal voting, the casting vote of the President will decide the issue.

#### 3.5. Divisional Councils

#### 3.5.1. Composition and election

Only Federations directly engaged in the specific division shall be entitled to propose candidates for Divisional Councils or vote.

"Directly engaged" means having voting rights for that specific division at the Congress.

Elections will be held at the Congress in every even numbered year not being a leap year.

Each Divisional Council will be composed of a minimum of three members and a maximum of seven, not including an optional athlete's representative, plus an optional representative nominated by the African Confederation (see alsoNote-1).

The athletes representative will get elected by his peers at the "open" divisional championships. There is no limit on the term of this person, the athletes decide amongst themselves. He/she is considered to be a full member of the Council, including voting rights.

In a non-election year the Councils may apply to the Congress for more members provided the Admincom agrees. Once increased this number may continue at the discretion of the Admincom and approved by Congress.

In the event of resignation or death of a member of a Divisional Council, that Council is empowered to co-opt a substitute member whose nomination shall be submitted to the next Congress, but only with the approval of his Federation which must be "directly engaged".

A member of a Divisional Council who is not present, force majeure excepted, at two consecutive Council Meetings or at three non-consecutive meetings during a term of office, will automatically be considered to have resigned. This includes both physical meetings and the scheduled conference calls. The Divisional Council may co-opt a substitute member of its own choice but only with the approval of his Federation which must be "directly engaged".

The substitute's term of office will end at the same time as that of the member replaced.

The members of each Council shall elect among themselves their President, Secretary and Treasurer.

They shall also elect one primary member and a substitute to represent their Council on the Administrative Committee. Only those members of a Council elected at a Congress or subsequently co-opted to be a member of a Council shall be eligible to represent the Council at the European Administrative Committee.

Should the primary representative not be able to attend an Admincom meeting then the substitute will get fully briefed by the primary one and the substitute has voice and vote at that particular Admincom meeting.

Should both not be able to attend an Admincom meeting then the Council can delegate another of its members, but that person will have voice but no vote.

The Admincom meets three times a year: during the yearly Congress weekend, in spring and in November. The November meeting is the most important and a representative from each Council is required. Should a Council not be represented at the November meeting, then the Admincom is empowered to withhold (part of) the grant that Council would normally receive for the ensuing year.

They shall also elect three members and one alternate member to serve on the relevant World Council. Athlete representatives elected by their peers to represent them on the Confederation Council are not eligible to be elected to represent the Confederation Council at the World Council. However, if they are elected by their peers to represent them as World Athlete Representative on the World Council, that is their right.

## NOTE – 1 : Excerpt from the Memorandum of Understanding between the European Confederation (EC) and the African Confederation (AC).

#### **Divisional Councils:**

The EC will continue with its own councils.

An AC nominated delegate is invited to participate at all the meetings.

That person will have a voice and a vote if the AC has proven activities in that division. In case where the AC does not have activities in that division, the AC nominated person will have a voice but no vote.

#### 3.5.2. Powers and duties

The powers and duties of each Council are:

- 1. To promote the specific sporting interest of its division, with due observance to the recommendations of the Admincom.
- 2. To draw up rules for events containing the words 'Europe', 'European', 'EC' or 'E&A' in their title and ensure that all orders and instructions necessary for the organisation and the running of those events are respected.
- 3. To draw up the practical and theoretical examinations of international judges and officials to conduct examinations and maintain a register of all those qualified.
- 4. To set the conditions to be observed for the establishment and the homologation of records.
- 5. To submit a list of judges and officials for EC or E&A Titled Events to the EC Bureau and for World titled events to the President of the International Waterski & Wakeboard Federation and the Chairman of the World Council concerned.

- 6. To decide the category of competitions and the conditions required for them to be accepted for the calendar.
- 7. To draw up Standings Lists of skiers in EC and E&A, by division, from results of homologated competitions.
- 8. To test and approve boats and equipment.
- 9. To appoint 3 members plus a substitute to represent the EC on the relevant World Council. If the Council decides to put forward a person to World level that is not a member of the Council, then this person needs the approval of his Federation which must be "directly engaged".

In the case where the Admincom believes a Council decision is against the best interest of the sport as a whole, then the Admincom has the right to request that the Council members reconsider their decision. The Council will be given the reasons for the Admincom's request.

In the event of a disagreement the decision of the Admincom is final.

## 3.5.3. Meetings

The Councils will meet on the convocation of their Presidents or Secretaries whenever they consider it appropriate and at least three times a year.

The decisions of a Council are valid only if at least three of its members are present. Nevertheless, postal or electronic voting is permissible on specific proposals.

If only two members of a Council are present at a meeting attended by the President or the Secretary General of the EC, either of these may participate, with a vote, to complete a quorum.

Meetings can exceptionally be convened at the request of at least three members of a Council. In case of urgent matters the Board will then decide to call a meeting which may be conducted by email or online discussion.

Decisions of the Divisional Councils will be taken by simple majority.

Electronic voting is permitted.

In case of equal voting, the casting vote of the Council President will decide the issue.

## 4. OFFICIAL COMPETITIONS

## 4.1. Descriptions

The following words may not be used in the title of a competition without the authority of the Admincom:

- = "EC", "E&A", "European" or "Europe"
- = Words implying a multinational area
- = "Championships" applied to competitions other than those involving only members of the same Federation.

The organizers of all competitions containing the words "EC", "E&A", "European" or "Europe" in their title require the approval of the Admincom.

Article 4.10.1 applies to those competitions as to the fees to be paid to the EC in accordance with Appendix-A to the Letter of Agreement and Obligations for Titled Events (split to the EC).

The organizers of EC or E&A Titled Events are bound by the provisions in the Letter of Agreement and Obligations for Titled Events.

## 4.2. Rights

The rights to all competitions described in art. 4.1 containing the words "EC", "E&A", "European" or "Europe" on its title belong to the EC.

#### 4.3. Restriction

No other Waterski competition shall be allowed to take place on the same site in conjunction with, or on consecutive days, before or after an EC, E&A or European "Championship" or "Cup" event without prior approval of the relevant Council and the Admincom.

#### 4.4. Calendar

#### Fines for late notification:

1.

November 30th - finalized date for all events with EC, E&A or European in the title.

#### **Recommendation:**

November 30<sup>th</sup> the Councils will publish the calendar with all events with EC, E&A or European in the title. Some events might not be allocated yet.

In that case the Council will decide on the date of the event and this cannot be changed anymore in order to allow the Federations to work out their national calendar. When a bid is made for an EC, E&A or European titled event after November 30<sup>th</sup> it can only be done for the date as foreseen by the Council. There will be no fine for late registration of an EC, E&A or European titled event.

2.

January 15th - finalized date for all other international competitions.

3.

If competitions are **added** to the calendar after the Congress, the following fines will be levied:

- = Fine till March 1st: 100 Euro.
- = Fine from March 2nd till May 31st : 200 Euro.

Competitions cannot normally be added to the calendar after May 31<sup>st</sup>. However, Federations may apply to the relevant EC divisional Council for permission to add a competition up to 30 days before the proposed start date of the competition. The EC Council will decide if the competition is allowed to be added to the calendar. If it is allowed a (late) fine of 400 Euro will be levied.

In the case of Cash Prize or Record Capability Homologation, the organiser must submit the names of their proposed jury panel at the time of the application.

4.

Fine for **changing** the dates or place of a calendar competition after March  $1^{st} = 100$  Euro.

5.

Fine for **cancelling** a calendar competition after March 1st = 200 Euro.

6.

The fine for cancelling EC or E&A Championships will be according to the Letter of Agreement.

7.

These fines are to be decided upon by the relevant Council who can deem that a "force majeure" situation voids the fine. The Council will send the list of the approved fines to the EC office, which will send the invoices to the Federations concerned.

Full information on the event must be sent to all appointed officials no later than 60 days before the event to enable them to purchase the most economical rate air fares. Should the information not be sent in time and the officials be unable to obtain the most economical rate, then the organiser shall be responsible for the excess.

An organizing Federation cancelling or changing the date or venue of a Calendar competition less than two months before the original date on the Calendar, becomes responsible for reimbursing any substantiated expenses necessarily incurred by Officials appointed by the EC for the competition.

When a Federation organizes an event on the territory of another country where there is an existing Federation, then it needs to have the authorization of the host Federation.

#### 4.4.1. Entry Fees

Entry fees for all titled events shall be fixed by the Admincom and must be approved by the Congress.

See the LAO, Appendix-A, for the current list of Entry fees.

#### 4.4.2. Intention to Enter Form

An organizing Federation cancelling or changing the date or venue of an EC or E&A Titled event less than two months before the original date on the Calendar, becomes responsible for reimbursing any substantiated expenses necessarily incurred by Federations who have sent in time an 'Intention to Enter' form for the Championships.

#### If required by the relevant Council:

For all EC and E&A Titled Events the EC office will send an 'Intention to Enter' form to the Federations. This 'Intention to Enter' form has to be returned to the organizing Federation and to the EC representative to the event with a deadline of two months before the start of the competition. A Federation entering a team (even of only one skier) after that deadline, will be fined 200 Euro.

The following paragraph only applies to Waterski and Wakeboard Boat.

It also applies to Disabled when their Championships are organized together with a Waterski Championships.

To be accepted, the "Intention to Enter" form must be accompanied by a deposit amounting to 50 Euro for each athlete mentioned on the form. (For instance : 3 athletes : 3x 50 = 150 Euro).

This amount must be paid as outlined in the event bulletin and is non-refundable.

This 50 Euro will be deducted from the entry fee to be paid for each athlete.

The Federation may enter up to two additional athletes more than originally declared on the "Intention to Enter" form. If more than two additional athletes participate, then a fee of 50 Euro per additional athlete will be levied upon that Federation.

## 4.5. Categories of events

#### 4.5.1. Titled events

A titled event is one for which the Letter of Agreement and Obligations for Titled Events forms a contract between the host Federation and the EC.

Although the Confederations of Europe and Africa are separate entities, for the time being the European Confederation organises E&A Championships with possible participation of African athletes.

Should a site inspection be required by the Council concerned, the Council will appoint a person to inspect and report on the site. Their travel and accommodation costs shall be the responsibility of the Federation bidding for the event.

#### 4.5.1.1. Bidding for titled events

Bids for events within four years shall be submitted to the EC President with copies to the Secretary General and the President of the Council concerned with the same information as below for approval by the Board or by the Admincom.

Bids shall be in writing and should be supported by the following:

- 1) Confirmation the Letter of Agreement and Obligations will be honored
- 2) Proposed site with maps and pictures.
  - In case of a new site, dates and information of previous homologated competitions held at that site.
  - The relevant Council must confirm that the site is suitable.
- 3) Dates of training and competition

- 4) Accommodation and costs
- 5) Name of proposed sponsor if known
- 6) Visa requirements
- 7) If required by the Council a cash deposit may be required subject to agreement by the Board.
- 8) Any proposed charge for tickets to the final or presentation dinner, including the currency in which the charge will be payable.
- 9) If lunch is to be provided free of charge, or the approximate price.
- 10) Which currency will be used for hotel and other expenses (see art 4.8) and if credit cards will be accepted for such payments.

Bids for events not allocated at the relevant Congress shall also be submitted in writing to the same persons with the same information as above.

The decision on whether to accept or reject the bid shall be made by the Board or by the Admincom.

Unless detailed and approved when the bid is awarded, there shall be no charge under 8) and 9) and no change under 10).

Only upon approval of the bid by the relevant Council, the Board will either countersign the LAO or negotiate proposed exceptions to the LAO.

Any contract entered into by the organizer before the LAO has been signed and returned by the EC shall be at the organizers own risk.

#### **4.5.1.2. Precedence**

The order of precedence at Titled events of the EC or E&A is:

- 1) The President or the person duly appointed by the President to represent him/her. The person gets the title of EC Ambassador.
- 2) The Secretary General
- 3) The President of the Council concerned
- 4) The Vice President
- 5) The EC official representative (if not one of the above)
- 6) A member of the Admincom or the Council secretary concerned

#### 4.5.1.3. Rules of Eligibility for competitors

A competitor who competes in a waterski or wakeboard competition declared off-limits by either Confederation EC or the National Federation on whose territory the events takes place, may not be eligible for any EC or E&A Titled Event for a period of up to 12 months.

Such instances will be reported to the Admincom who shall rule.

#### 4.5.1.4. Rules of Eligibility for Officials

An official who takes part in a waterski or wakeboard competition declared off-limits by either Confederation EC or the National Federation on whose territory the events takes place, may have his official qualification suspended for a period of up to 12 months.

Such instances will be reported to the Admincom who shall rule.

#### 4.5.1.5. Late Entries for titled events

Unless otherwise specified in the Technical Rules of a division, the following will apply: A late entry fee of 10 Euro per day per competitor shall be levied on each entry not received 15 days before the first official day of familiarization or the first day of competition if there is no familiarization.

Late entries will only be accepted with the consent of the Organizer and Chief Judge.

#### Bye-Law 4.5.1.6. Team or individual athletes not showing up

The entry fees of team or individual athletes failing to show an entry form has been submitted by their Federation shall still be payable in full, unless a valid written excuse is received by 12 noon of the day two days before the start of the competition.

The Chief Judge shall decide whether or not the excuse is valid.

#### 4.5.1.7. Medals - Awards and Restrictions

At each competition covered by the Letter of Agreement and Obligations for Titled Events Gold, Silver and Bronze medals should be awarded to the first, second and third placed competitor in each event and the overall.

If only a few competitors are present in any event the Council may decide the number of medals to be awarded. In which case this must be contained in their Additional Rules.

Team medals shall be awarded to the official members of the team, plus one for the Federation in a commemorative box of the first three winning teams subject to the same restrictions on qualified numbers as above.

#### 4.5.1.8. Prize-giving ceremony

The competitors in the first three positions shall be called to mount the podium in order 3rd, 2nd, 1st. After the medals are presented the competitors' national flags are being hoisted and the national hymn of the winners country is played.

Not showing up for a podium can be regarded as unsportsmanlike conduct. In such case sanctions can be applied (see art 5 - Discipline).

#### 4.5.1.9. Dress at Award Ceremonies

It is the responsibility of each National Federation to ensure its medal winners wear their team uniform appropriate to the place of the ceremony.

#### 4.5.2. Cash Prize Competitions

This rule shall only apply where the value of the Cash Prize (see definitions) exceeds 2.500 Euro. These rules may be changed on the recommendation of a Divisional Council and the approval of the Administrative Committee.

In competitions in which the Cash Prize total is up to 7.000 Euro, (CP2), the expenses of the judges and officials for travel and board and lodging covering the period from one day before the competition to either its conclusion or the morning afterwards, depending on the end of the competition, are to be paid by the organizer. Travel shall be paid up to a maximum of 200 Euro. 300 Euro.

In competitions in which the Cash Prize is more than 7.000 Euro, (CP1), the expenses of the judges and officials for travel and board and lodging covering the period from one day before the competition to either its conclusion or the morning afterwards, depending on the end of the competition, are to be paid by the organizer. Travel shall be paid up to a maximum of <del>700 Euro</del>. 800 Euro.

Where air fares are payable they shall be at the most economical rates (on a regular flight!) from their own country where available. If the Official pays a higher amount for any reason he will be reimbursed on the most economical fare basis from his own country.

Where surface travel is more practical than air travel the amount payable shall be 2nd class rail fare and ferry.

If a Cash Prize event is downgraded or extended in duration, the Organizer must advise the relevant Council Chairman, the Administrative Office and all appointed Officials at least 60 days before the event. Any appointed Official shall have the right to withdraw from the event up to 42 days before the first day of competition.

A withdrawing Official must notify the Organizer, the relevant Council Chairman and the Administrative Office.

The responsibility to replace a withdrawing Official is that of the Organizer.

When a persisting financial disagreement occurs between the Board and the National Federation responsible for the organization of the competition, a vote of the Admincom will be taken within 14 days of the request of that Federation. The vote will be concerned only with two amounts: that proposed by the Board and that proposed by the National Federation.

## 4.6. Homologation of competitions

National Federations and Tour organisers are to pay to the EC an homologation fee for their national and international competitions for which they present an homologation dossier in accordance with the Divisional Council Additional Rules.

The National Championships, or an equivalent name, are exempted from such a fee. When these are run in several parts the final one is the only one exempted.

Homologation fees will be invoiced by the end of the financial year.

## 4.7. Invitation protocol

Federations shall ensure that a competition organiser does not accept the entry of a competitor who is not a member of his national Federation or who belongs to another Federation which has advised the Federation that this athlete is not allowed to compete.

Participants in an EC or E&A Titled Event who are members of a Federation outside EC or AC can only get invited by the relevant Council, not by the local organizer or federation. They may enter the final as an additional athlete but shall not be eligible for a medal or title.

## 4.8. Expenses reimbursed to Officials

The currency to be used for hotel and other expenses (by officials and competitors) should always be the local currency unless, when the bid for a competition was received, notice of other currency requirements were made and approved by the Admincom.

Any expenses repayable by the organiser to Officials must be paid at the beginning of the competition and shall be in a currency which can be legally taken out of the country.

## 4.9. Recognition of non-specified Officials

A member of the Admincom or a Divisional council presenting his official EC card shall be given due recognition at any EC or E&A Titled event.

#### 4.10. Fees

#### 4.10.1. Sanction fees

Fees for all competitions containing the words "EC", "E&A", "European" or "Europe" in their title are set out in the Letter of Agreement and Obligations.

#### 4.10.2. Homologation, registration and ranking list fees

The homologation fees are payable on the submission of an homologation dossier or by entering a divisional rankings list, even if the homologation or the homologation level is refused.

Registration fees are payable on putting a competition on the EC calendar.

The Admincom will set homologation and registration fees each year as agreed with the Councils and notify the Federations in advance.

#### 4.10.3. Cash Prize fees

For Cash Prize Competitions as defined in art. 4.5.2 the relevant divisional Council can may levy a fee on the organizing Federation of 10% of the total value of the Cash Prize. Such levy shall not exceed a maximum of 2.500 Euro.

#### 4.10.4. Fee for sponsor titled competitions on the official Calendar

EC Central, i.e. the Board or the Admincom, may levy a fee which shall be a minimum of 1.000 Euro unless the fee is equaled by or exceeded by the levy under art. 4.10.3.

Subject to the minimum, the fee will be negotiated between the Board and the organizing federation in each individual case.

However, a sponsor name tied to an EC or E&A Titled Event will always get invoiced.

#### 4.11. Insurance

#### 4.11.1. Personal Insurance - Competitors

It is the responsibility of each Federation when entering competitors for international competitions to ensure that its competitors are insured for personal accident, permanent disabilities, death and medical expenses.

#### 4.11.2. Personal insurance - Officials

The EC shall provide accident insurance for its elected Committee and Council members, for competitions and meetings which they attend and for all Officials who are appointed to events on the official Calendar. The insurance cover shall be:

Death by Accident 350.000 Euro Permanent Disability 350.000 Euro

Cover will be effective from the commencement of their travel to the competition or meeting and continue until the safe conclusion of their travel after the event or meeting to their home, place of work or next place of stay, whichever is reached first.

#### 4.11.3. Public Liability Insurance

It is the responsibility of each member Federation of the EC to have valid insurance cover for Public Liability with a recommended minimum of 1.000.000 Euro for any and all accidents, physical or material, caused to third parties by the organizers, their helpers, assistants or other persons taking part in the event. This shall also apply to the material and installations used in the competition, during the training, competition and at any time during the event. This shall apply to all events, races or competitions.

#### 4.12. Obligations of Competitors

Competitors competing in competitions shall at all times comply with the Rules governing competitions.

In the case of an infraction sanctions varying from a written warning to temporary or permanent exclusion from IWWF activities may be applied by the appropriate authority (see art. 5.2). Appeals procedure shall be as art. 5.3.

#### 4.13. Obligations of Officials

Officials, whether or not appointed to an event, shall act in a proper manner in keeping with their responsibilities.

At all times they shall:

- =Act impartially, completely disregarding nationality.
- = Be in possession of and follow scrupulously and conscientiously all rules and regulations published by the IWWF and the EC.
- = Comply with the decisions of the Chief Judge and/or the Jury, taken within their authority.
- = Make no personal comments, either in private or in public, on matters which are or have been the subject of discussion within the Jury.
- = Uphold the authority and dignity of the IWWF and the EC.
- = Attend all events to which they have been appointed unless having given prior reasonable notice to the organizers and the relevant Council Chairman.

In the case of an infraction sanctions varying from a written warning to temporary or permanent exclusion from IWWF activities may be applied by the appropriate authority (see art. 5.2). Appeals procedure shall be as art. 5.3.

#### 4.14. Availability of Officials

Each year International Officials are expected to make themselves available to officiate at one or two events in their own country as required by their National Federation.

## 4.15. – National Representation of Officials.

First principle

The country of representation of an Official in the EC Confederation is the National Federation who originally endorsed the application for his/her International Exam.

If required by their own Federation, International Officials must be members of their National Federation.

#### Changing countries

If an official wishes to change his country of representation he/she must apply by submitting the following to the relevant EC Council:

- 1) A letter from his original National Federation stating they have no objection to the change.
- 2) A letter from the new National Federation stating they accept him as an official of that country.

In the event that either document cannot be acquired, the relevant Council shall investigate to see what can be done and make the final decision.

See Appendix-D: the Rules of Eligibility,

## 5. DISCIPLINE

No competitor, Official, competitors' family or representative, event organiser, shall transgress the generally accepted norms of good sporting behaviour.

At IWWF, EC and E&A Titled events the appointed team officials are responsible for the behaviour of their athletes-at all times.

## 5.1. Infringements

Such transgressions include, but are not limited to the following:

- 1. = Public tantrum
- 2. = Theft
- 3. = Vandalism
- 4. = Insulting or offensive words or behaviour, including, but not only, specific reference to racist or misogynistic language or behaviour.
- 5. = Drugs/alcohol abuse.
- 6. = Violence or injury to others
- 7. = Unsportsmanlike conduct
- 8. = Abuse of equipment
- 9. = Other Breach of the Rules

## 5.2. Disciplinary action

Failure to comply with these rules shall be subject to a disciplinary action varying from a verbal warning to a written reprimand up to, in more serious cases, a temporary or permanent exclusion from IWWF competitions/activities.

Any disciplinary transgression / non-observation, occurred during an event, must be reported by the Chief Judge within 30 days from the final day of the event.

After the 30 days period, no disciplinary process can get instigated anymore.

In case of non-observation of the disciplinary rules during national events, national federations are fully responsible and fully able to apply the above sanctions.

If sanctions are taken which have an application outside their national territory, said national federation will inform the relevant divisional council and the Board of the sanction taken.

In case of non-observation of the disciplinary rules during an international event or during a national event where international officials are functioning; the Chief Judge must report what happened within 30 days from the final day of the event to the relevant divisional council and the Board.

Whenever such a case comes to the attention of the Board, it will get communicated to the full Admincom, along with all supporting documents.

If the failure to comply with the disciplinary rules - translating in one or more of the above listed transgressions — is considered of modest nature by the Chief judge, action must be taken by the latter with agreement of the majority of the judging panel.

This action/sanction shall have effect only at the time and place of competition at which the infraction occurs and shall be limited to actions at that competition.

If the failure to comply with the disciplinary rules - translating in one or more of the above listed transgressions – is considered of particular gravity by the Chief Judge, the latter shall prioritise the continuation of the event until its natural conclusion.

The Chief Judge must report what happened within 30 days from the final day of the event to the relevant divisional council, to the Board and to the national federation of the alleged offender, accompanied (not mandatory) by written depositions from officials concerned and/or witnesses to the infraction.

The relevant divisional council will investigate what happened and its chairperson must inform by email within 30 days of receipt of the written report signed by the Chief Judge, the recommendation of a simple majority of its members to the Board and Admincom, the alleged offender and his national federation, the type of sanction to be applied.

On receipt of this written information from the divisional council, the Board and the Admincom shall investigate the matter, offering to the parties concerned an opportunity to state their case, which may include written depositions from witnesses and other evidence by email.

Then the Admincom can decide, by email or at a specific meeting (electronic or in person), to ratify or modify the original sanction proposed by the divisional council, explaining the reasons as well as specifying the day from which the sanction should run and its duration.

Such decision must be notified by email to the divisional council, to the offender and to his national federation within another 30 days, starting from the receipt of the council's written recommendation and information.

## 5.3. Appeals

The offender and/or the national federation concerned, separately or together, may have recourse to the Appeals Committee (see Chapter 6).

To be valid, an appeal against the Admincom decision shall be sent by email to the EC President, the EC Secretary General, the EC Administrative Office and the divisional council chairperson concerned within 15 days of the receipt of the decision being contested.

## 6. APPEALS COMMITTEE

#### 6.1. Procedure

The Appeals Committee is comprised of an Admincom member and four persons, (appointees shall be members of a national federation), appointed by the Board and/or Admincom and serving for a four-year term, starting and ending with the spring meeting in a leap year.

In case of any vacancy occurring the remaining members of the Appeals Committee will appoint a person to fill that vacancy until the end of his term.

A member of the Appeals Committee personally involved in a dispute shall be replaced for the duration of the hearing. The remaining members of the Committee will appoint a person to fill that temporary vacancy.

The Appeals Committee must examine the appeal and the decision contested, and shall investigate the matter again, on the basis only of the evidence already acquired during the first investigation conducted by the Admincom.

No new evidence can be produced during the appeal process.

The Appeals Committee can confirm the Admincom decision or modify it, explaining - in this case - the reasons for the different outcome.

The Appeals Committee decision shall be taken and notified by email to the Board, the Admincom, the offender and the national federation concerned, within forty (40) days, starting from the date of receipt of the appeal.

## 6.2. Role of the Appeals Committee

The Appeals Committee has to review from scratch.

However, on technical matters, they should rely on the expertise of the Divisional Council and its report.

## 7. ARBITRATION

## 7.1. Purpose and scope

The overall aim of these rules is to avoid unnecessary conflicts within our sport by means of an agreed procedure for unforeseen disputes in areas not covered by existing rules. The points below shall not overrule, overlap or interfere with the Articles of Association, Bye-laws, competition rules, or disciplinary measures described elsewhere in documents adopted by the EC Congress.

The rules shall apply to, and settle, all issues or disputes extending across the boundaries between any and all of the parties mentioned in Art. 7.2 including:

- = financial claims
- = alleged violations of the Articles, Bye-laws and other official rules adopted by the EC
- = disputes over the interpretation of same
- = other administrative or organizational disputes.

The rules shall not apply to:

- = disputes over competition and disciplinary rules, or other subjects where full authority resides with official bodies of the IWWF and the EC
- = disputes within any single country
- = issues that are unrelated to the sport of water skiing and wakeboarding
- = issues involving civil or criminal offenses under the jurisdiction of any member country.

#### 7.2. Parties concerned

Committed by the rules will be the IWWF, the EC, its Board (= the EC President, Secretary-General and Treasurer), Admincom, councils, commissions, member Federations, clubs, individual competitors and officials.

Also committed will be outside organizers of an international competition, whether commercial or not and it will be the responsibility of the relevant Federation to see that this requirement is observed.

#### 7.3. Compulsory arbitration

If a claim or a dispute cannot be resolved by mutual agreement within 12 months of its origin, either party is entitled to demand a settlement by arbitration. A demand for arbitration shall be made by registered letter to the EC President, the Secretary General and the Administrative Office, with a copy to the other party or parties.

All the above parties shall agree in advance to respect any decision made by the arbitrators and to forgo any other form of legal action.

#### 7.4. Initiation of arbitration

Arbitration may be initiated upon expiration of the said 12 months by any of the parties or by the EC President with a copy to both parties involved. In case of urgency, arbitration may be initiated prior to the expiry of 12 months, provided the EC President gives his motivated consent in writing.

#### 7.5. Method of arbitration

Disputes which cannot be settled by agreement between the parties shall be referred to the Court of Arbitration for Sport in Lausanne as a final authority.

The judgment will have a definitive and executory nature.

## 8. CONFLICT OF INTEREST

When a member of the European Confederation is appointed to the Administrative Committee, a Divisional Council, or any EC Committee they are appointed to a high responsibility decision-making power. They are being relied upon and trusted to give opinions and make decisions that are fair, independent, unbiassed and impartial.

They can expose themselves to a conflict of interest when they find themselves in a situation of incompatibility. Examples can include but are not limited to:

- influence from outside business interests;
- interference from outside sources such as friends and family;
- adopt an act or omit a required action favouring themselves or persons or companies related to them;
- any circumstance that could affect or could be seen to affect someone's independence or impartiality creating damage to the integrity of the sport and to the spirit of fair and correct competition and decision-making.

It is a requirement of all who are entitled to attend a meeting of any EC decision making body, with or without voting rights, to declare any potential conflict of interest. Declarations can be made at any time and should be noted down in either minutes of meetings where the declaration is made or in a *Register of Appointed Persons Declared Interests* - if one is available.

When a conflict of interest is identified, one of the following actions will occur and be noted in the minutes of the meeting:-

The conflicted member is excluded from the meeting while the issue is being discussed and decided on, OR

The conflicted member is excluded from voting and commenting on the issue but can remain in the meeting, OR

The conflicted member is excluded from voting on the issue but can comment on the subject if necessary, OR

No action taken – the conflict is agreed unanimously as being insignificant.

If there is no unanimous agreement from the non-conflicted members as to the course of action to take, then the conflicted member will leave the meeting to allow the non-conflicted members to discuss and vote on the appropriate course of action. The decision must be recorded in the minutes. Failure to follow the agreed actions must be brought to the attention of the Admincom who will then deal with the matter accordingly.

In relation to the seriousness of the ascertained behaviour, a person who incurs a conflict of interest, or a person who does not disclose a conflict of interest, and/or a person who does not follow the actions and the decisions agreed by the council/committee/decision-making body in the best interest of the sport may be suspended for a minimum of 1 month to a maximum of 24 months from the exercise of their duties, or in the most serious of cases, expelled from the European Confederation entirely.

The Admincom, in the first instance, and the Appeals Commission at second instance, are competent to ascertain, determine and sanction the occurrence of a conflict of interest and if necessary, apply the penalties indicated above.

All Sports Divisional Councils are strongly recommended to develop their own "conflict of interest" rules able to be applied to their Competition Officials. The text described above is a guideline that can be used for this purpose.

In the absence of any Regulations by the Divisional Councils in respect of Competition Officials the Admincom will rule as per the text above.

## 9. MISCELLANEOUS

## 9.1. Temporary Dispensation

Until such time as a definitive decision has been taken the athletes of the geographical area of Northern Ireland may take part for either the British or the Irish Federation at their choice, in all the competitions of the EC, as long as the rules and regulations are respected; their passport being the decisive factor to prove their nationality.

This decision is temporary and is valid only for the transitory period and shall not affect the future of the competitors of the clubs of the Federation involved.

#### 9.2. Scientific Prize

The Admincom, aware of the present development of Waterskiing/Wakeboarding and of future possibilities, has decided to provoke and canalise scientific research that can be used for Waterskiing/Wakeboarding equipment: skis, ropes, boats, ski-jumps, protective clothing, safety vests, etc.... in the domain of ...

= mechanics : resistance, vibration, adhesives, etc.

= physical : hydro- and aerodynamic forces, covering of surfaces, etc.

= clothing: form and material of protective clothing, etc. = electronics: communications, software, new devices, etc.

This Prize could also be awarded to Medical Sports research, etc.

The Prize may be awarded in the form of a Certificate and a symbolic prize of 700,00 Euro to individuals, businesses or associations.

The winner can use the publicity that comes with this Prize for his own publicity or promotion. Nominations shall be proposed to the Admincom by a Divisional Council and accompanied by a dossier prepared by the nominating Council. The dossier shall include reference to the theoretical and practical studies and results leading to a decisive benefit to waterskiing and wakeboarding. The dossier and nomination shall be in possession of the President no later than November first of the year.

The Prize shall be awarded by the Admincom for presentation at the following Congress.

#### 9.3. Financial resources

The resources of the EC consist of:

- a. payments made by Federations in the form of subscriptions or entry fees.
- b. sanction fees from the holding of events containing the words 'Europe', 'European', 'EC' or 'E&A' in their title and income from television and promotion in accordance with the List of Obligations.
- c. levies on and the right to participate in other income from cash prize events.
- d. income from sponsors and donors.
- e. penalties and fines levied in accordance with the Articles of Association or Bye-laws.
- f. licences and homologations.
- g. sales of merchandise and services.
- h. gifts and bequests.

and various contributions depending on the circumstances and need of the EC.

## 10. GENERAL INFORMATION

These Bye-laws were approved by the Congress in Cyprus 25th January 1992. The most recent amendments were approved by the 2024 Paris Congress.

## **APPENDIX A - VOTING POWERS (as of 2025)**

	GENE- RAL	BARE- FOOT	CABLE	RACING	TOUR- NAMENT	DISA- BLED	WAKE- BOARD	CABLE WAKE.
MAXIMUM VOTES	1+21	3	3	3	3	3	3	3
One vote for having organized in at least one of the four years preceding the date of the Congress a Qualified Titled Event, an International Competition or a National Championships with accepted homologation by the relevant EC Council.	7	1	1	1	1	1	1	1
One vote for having had an athlete participate at a Qualified Titled Event in at least one of the four years preceding the date of the Congress.	7	1	1	1	1	1	1	1
One vote for having had an official functioning as such at a Qualified Titled Event in at least one of the four years preceding the date of the Congress.	7	1	1	1	1	1	1	1

#### Qualified Titled Event.

This is an official IWWF, EC or E&A Championship in any age category in any of the seven recognised divisions as mentioned in art 1.3 of the Bye-Laws.

Currently Confederation EC recognizes the following divisions and their respective Divisional Councils :

Barefoot

Cableski

Disabled

Racing

Wakeboard Boat

Wakeboard Cable

Waterski

## **APPENDIX B**

#### MONEY ISSUES between EC CENTRAL and the DIVISIONAL COUNCILS

#### **Basic principles**

- 1. Income to be invoiced and collected by the EC office.
- 2. The income will only be inputted into the Councils accounts after receiving the money.

#### The fundamental outline of the system is as follows:

#### **Income to EC Central**

- = The subscription fees
- = The EC share of the Entry Fees at EC or E&A Titled Events
- = If no Entry Fees system, a guaranteed income from the Sanction Fees for EC or E&A Titled Events

(If the Council doesn't find an organiser, this money comes out of the Council's budget)

- = The sanction fees
- = 100 % of the contribution paid by the participants towards anti-doping testing
- = 50 % of the EC homologation, registration and ranking list fees
- = 50 % of the EC international licences
- = Interest
- = Sponsor money
- = Money from third parties (IOC, GAISF, ...)
- = Miscellaneous income

#### **Expenses for EC Central**

- = Office administration costs
- = Insurance
- = Invoices from the IWWF
- = Other external costs
- = Meeting allowances for Admincom, Board, Executive Board, Councils
- = Congress costs
- = Admincom costs, including the meeting rooms and representation as EC
- = Basic contribution to each Council
- = 50% of the cost of anti-doping testing at E&A Championships
- = Contribution to Commissions
- = Medals bought
- = Miscellaneous costs
- = Special projects
  - = development
  - = environment
  - = promotion, communication

#### **Income for the Divisional Councils**

- = A basic contribution from EC Central of 3.000 Euro per Council with a two year rollover allowed, subject to a review of the Councils work by the Admincom at its November meeting.
- = 100 % of funding generated by the Council itself (sponsoring, ...)
- = Fees and fines:

These fines are to be decided upon by the relevant Council who can deem that a "force majeure" situation voids the fine: the Council will send the list of the approved fines and fees to the EC office, which will send the invoices to the Federations concerned

- = 50 % of the EC homologation, registration and ranking list fees.
- = 50 % of the EC international licences
- = 100 % of the late Intention to Enter Fees
- = 100 % of the late Entry Fees
- = 100 % of the fines for late calendar notification
- = 100 % of the cash prize fees
- = 100 % of the contribution paid by the participants towards the travel expenses of the officials
- = 100 % of the service and ranking fee as invoiced by the Wakeboard Cable Council

#### **Expenses for the Divisional Councils**

- = Allowances for officials at Titled Events
- = Management & office costs related to the working of a Council
- = Meeting rooms at midyear meetings
- = Promotion of the Division
- = Miscellaneous costs to be approved by the Admincom

## **APPENDIX C** - How the yearly subscription fees are calculated

#### The EC situation.

The Federations are ranked by the economic weight of the country they represent, based on the GDP Nominal = Gross Domestic Product including the cost of living.

The list used for a (normal) Olympic year (2016, 2020, 2024, etc.) will be used for the entire Olympic cycle.

- = The 2020 list will also be used for 2021, 2022 and 2023.
- = The 2024 list will also be used for 2025, 2026 and 2027.

When extreme economic changes took place, the federation concerned can ask the Admincom to be put in another group.

A Federation representing a country with a GDP Nominal of ..... belongs to Group .....

Group 1 = 1.700.000 millions of USD or more

Group 2 = between 700.000 and 1.700.000 millions of USD

Group 3 = between 250.000 and 700.000 millions of USD

Group 4 = between 100.000 and 250.000 millions of USD

Group 5 = between 50.000 and 100.000 millions of USD

Group 6 = less than 50.000 millions of USD

These limits will be reviewed at the Congress preceding the Olympic year Congress.

The Federations of Group 1 pay a yearly contribution to the EC of 3.600 Euro.

The Federations of Group 2 pay a yearly contribution to the EC of 3.300 Euro.

The Federations of Group 3 pay a yearly contribution to the EC of 2.750 Euro.

The Federations of Group 4 pay a yearly contribution to the EC of 2.200 Euro.

The Federations of Group 5 pay a yearly contribution to the EC of 1.100 Euro.

The Federations of Group 6 pay a yearly contribution to the EC of 500 Euro.

A new Federation starts in Group 6 and climbs yearly one step until it reaches its real Group.

#### The IWWF situation.

The IWWF has another system, based on the votes a Federation has at the IWWF Congress. See the next page.

Because the IWWF Congress is held only every two years, at each Congress the number of votes obtained by each Federation determines the subscription that federation has to pay for the next two years. This means the number of votes a federation has at the 2015 IWWF Congress will fix the contribution to be paid to the IWWF in 2016 and 2017.

The IWWF contribution is fixed at 250 USD per vote.

The IWWF also charges a yearly fee of 100 USD to each active Federation, "the environmental fee" which is used for its environmental and development work.

The EC will fix the expected exchange rate between the Euro and the USD for the next year at its November meeting.

The EC has the duty to collect the IWWF contribution from its federations and then to pass this money on to the IWWF.

This explains why the federations get two items on their yearly bill for the subscription, one part is EC, the other part is IWWF.

#### **Extract of the IWWF Articles of Association**

Subject always to the provisions of these Articles, each Affiliate Member shall be entitled to appoint not more than two (2) delegates to attend, speak and vote at Congressional Meetings and any other meetings held under the auspices of the Governing Body.

Each Affiliate Member shall be entitled to a minimum of one (1) vote. Subject always to Article 19, one (1) additional vote in respect of each of the following shall be allocated to each Affiliate Member who:

- = has entered four (4) skiers in the most recent (current) Tournament World Championship;
- = has entered four (4) skiers in the most recent Barefoot World Championship;
- = has entered four (4) skiers in the most recent Disabled World Championship;
- = has entered one (1) team in the most recent Racing World Championship event;
- = has entered four (4) riders in the most recent Wakeboard or Cable Wakeboard World Championship
- = has entered four (4) skiers in the most recent Cable World Championship;
- = has entered two (2) skiers or two (2) riders or one (1) team in the most recent Under 21 or Junior World Championship
- = has organised an Open World, Under 21, or Junior World Championship event during the last six (6) calendar years to include all of the current calendar year.
- = has organised an Open Confederation, Under 21 Confederation or Junior Confederation Championship event during the last five (5) calendar years to include all of the current calendar year.
- = has hosted an IOC recognized, Olympic Games-style event during the last six (6) calendar years to include all of the current calendar year.
- = is a member of its National Olympic Committee or national sports authority (or equivalent body).

Each Affiliate Member shall not have more than a total of twelve (12) votes at any time.

The aggregate number of votes to be allocated to each Affiliated Member shall be determined and approved at the commencement of each Congressional Meeting and such allocation of votes shall be valid until the next following Congressional Meeting.

#### APPENDIX – D - RULES OF ELIGIBILITY

### IWWF RULES OF ELIGIBILITY FOR ATHLETES FOR WORLD AND CONFEDERATION TITLED EVENTS

In all cases shown below the word "he" or "his" shall be deemed to represent "he/she" or "him/her".

#### 1. Nationality of Athletes for World and Confederation Titled Events

#### 1.1. Principles

- a) Only athletes eligible and entered by their National Federation may compete in World and Confederation Titled Events.
- b) Being qualified for a country requires the athlete to be in possession of a passport of that country. Residency may be proven by a passport (current or expired), a birth certificate, a copy of a naturalization / citizenship certificate or any other relevant and accepted proof.
- c) Athletes may not represent more than one country at any one time.

#### 1.2. Eligibility to compete in World Titled Events

A National Federation shall not enter in a World or Confederation titled event any athlete who:

- a) Has not participated in his National Championships during the 12 months preceding the World or Confederation titled event, unless excused from doing so by that Federation.
- b) Is suspended by that National Federation.
- c) Has competed in a competition not sanctioned by a National Federation, a Confederation or the IWWF, unless specific permission has been received from his National Federation.
- d) Each Federation shall adopt procedures providing due process for any competitor denied entry because of the application of these Rules of Eligibility.

#### 2. Changing Countries

#### 2.1. Athletes who have represented their countries internationally

An athlete who has competed in a World or Confederation titled event (either as a Team Member or Individually Qualified Athlete) representing one National Federation may not represent another National Federation unless

- a) He is designated as a resident in the country of that Federation and has shown proof of that residency to the new Federation.
- b) He is a member of his new Federation.
- c) He gives notice by letter sent by email to the President and Secretary General of the IWWF, the President and Secretary General of his Confederation, the President of the National Federation whom he has represented and his proposed new Federation. All of these individuals shall, within 30 days, acknowledge receipt of such notice to the athlete and copy those individuals named above.

#### 2.1.1. Responses required

- a) The new National Federation must confirm that the athlete is a resident in that country and has shown proof of that residency (see "a" above) and confirms it accepts the athlete into its Federation.
- b) Such proof must be presented to the IWWF Secretary General within the 30 day timeframe.
- c) The National Federation already represented must respond within 30 days advising if it approves the change of Nationality or not.

#### 2.1.2. Outcomes

Should the **National Federation already represented give its approval f**or the change, a period of <u>ineligibility of 12 months will be applied</u>:

- a) The period of ineligibility will commence from the date of the athlete's written request to change.
- b) The athlete will not be allowed to compete in World or Confederation Titled events during this 12-month period.
- c) The athlete may, however, compete in International Competitions under the IWWF flag during the period of ineligibility.

Should the **National Federation already represented object**, its President or other designated official must, within 30 days from the date of the athlete's written request to change, notify by email the President and Secretary General of the IWWF, the President and Secretary General of his Confederation, the President of the new National Federation and the competitor, all of whom shall acknowledge receipt.

In such circumstances, the athlete will be ineligible to compete for the new Federation for a period of 24 months from the date of the athlete's original letter:

- a) The period of ineligibility will commence from the date of the athlete's written request to change.
- b) The athlete will not be allowed to compete in World or Confederation Titled events during this 24-month period. The athlete may, however, compete in International Competitions under the IWWF flag during the period of ineligibility.

#### 2.2. Athletes who have not represented their countries internationally

In cases where an athlete moves to another country and has not represented his former country (either as a Team Member or as an Individually Qualified Athlete) at World or Confederation Titled Events, he may immediately, after receiving citizenship (official nationality), represent his new country.

The athlete must notify the IWWF President and Secretary General of this change of nationality so that the athlete data is updated accordingly in the IWWF Athlete Database.

#### 2.3. Dual Nationality

If an athlete has dual nationality, he may choose which country he wishes to represent and must be a member of that Federation. But, having represented that country, he cannot also, except as provided for in paragraph 2.1 above, represent the other country in question.

#### 3. IWWF Athlete Database

The IWWF maintains a database of all competitive athletes throughout the world. Once an athlete has requested to change his country of representation and the period of ineligibility is known, the national flag of the athlete will be changed to the flag of the IWWF. This flag will be used in all competitions and rankings lists during the period of ineligibility. As soon as the athlete is eligible to represent his new country, the IWWF flag will be removed, and the flag of the new country substituted.

#### 4. Consequences of changing national representation

Athletes are reminded that, if they have received financial support from their original Federation or Government, there could be financial repercussions if they have signed a contract that stipulates that the financial support, or a part thereof, must be refunded before they change federations.

#### Addendum to the Rules of Eligibility for EC and E&A Titled Events

This addendum only applies to athletes.

#### Countries without a proper federation

This addendum solves the issues of active competitors whose Federations are either not affiliated or do not exist at all (non-full member or associated federations).

We cannot allow more than two athletes from the same such country to compete at any time. Our Associate Membership allows for only two athletes, so we cannot allow more individual athletes than an Associate Member is allowed.

A competitor from such country will be allowed to compete if he complies with the following:

- 1) He cannot compete for his country no team result. His results will not appear in any rankings list. He will compete under the IWWF flag.
- 2) He has to pay a double entry fee this will entice him to form a federation in his country. This extra income will go 50 % to EC central and 50 % to the Council concerned. The Entry Fee has to be paid directly to the EC representative before the competitor starts.
- 3) The organizer has to make sure that the competitor, before his start, presents a certificate of sport fitness and has insurance for personal accident, permanent disabilities and medical expenses which the competitor might have to pay to the organizer.

## IWWF RULES OF ELIGIBILITY FOR OFFICIALS wishing to change their country of representation

This document refers to the IWWF Officials qualified through the relevant IWWF Sports Division Councils to officiate at IWWF and Confederation Championships and International Events.

In all cases shown below, the word "he" or "his" shall be deemed to represent "he/she" or "him/her".

#### 5. Principle

These officials are usually recognised with the country who first put them forward for election or within the exam process for Event Officials.

#### 6. Requesting a change of Country representation

In the event that an Official wishes to change his country of representation, the following process shall be followed:

- a) The Official gives notice by letter sent by email to the President and Secretary General of the IWWF, the President and Secretary General of his Confederation, the President of the National Federation whom he has represented and his proposed new Federation.
- b) The Official provides IWWF with a proof of residence. Residency may be proven by a passport (current or expired), a birth certificate, or by a copy of a naturalization / citizenship certificate.
- c) All of these individuals shall, within 30 days, acknowledge receipt of such notice to the Official and those individuals named above.

#### 7. The following Responses are required

- a) The new National Federation must confirm that the Official <u>is a member</u> of its Federation and confirm it accepts the Official to represent it in his role.
- b) The new National Federation must also confirm the Official is a resident in its country.
- c) The National Federation already represented must respond within 30 days advising if it accepts, or not, the new National Federation's decision and its reasons for any non-acceptance.

#### 8. Outcomes

- a) Should the National Federation already represented give its acceptance for the change, the IWWF records will be changed <u>immediately</u> to show the new Nationality of the Official.
- b) Should the **National Federation already represented not accept the proposed change**, the Official will be <u>ineligible to officiate for the new Federation for a period of 12 months from the date of the Official's original letter.</u>

The Official will not be allowed to officiate in World or Confederation Titled events during this 12-month period. The Official may, however, officiate in International Competitions under the IWWF flag during the period of ineligibility.

#### 9. IWWF Officials Database

The IWWF maintains a database of all officials throughout the world. Once an Official has requested to change his country of representation and any period of ineligibility is known, the national flag of the Official will be changed to the flag of the IWWF. As soon as the Official is eligible to represent his new country, the IWWF flag will be removed, and the flag of the new country substituted.

# IWWF RULES OF ELIGIBILITY FOR BOARD and COMMITTEE members wishing to change their country of representation

This document refers to IWWF- EC representatives who have stood for election and been voted to sit on:

- The IWWF Executive Board or other IWWF Committees.
- An IWWF Confederation Board, Sports Division Councils, or other Confederation Committees.
- The Admincom, EC Councils or other EC Committees.

In all cases shown below, the word "he" or "his" shall be deemed to represent "he/she" or "him/her"

#### 10. Principle

These Representative Members are usually recognised with the country who first put them forward for election.

#### 11. Requesting a change of Country representation

In the event that an Official wishes to change his country of representation, the following process shall be followed:

The Representative Member gives notice by letter sent by email to the President and Secretary General of the IWWF, the President and Secretary General of his Confederation, the President of the National Federation whom he has represented and his proposed new Federation.

- a) The Representative Member must provide proof of residence. Residency may be proven by a passport (current or expired), a birth certificate, or by a copy of a naturalization / citizenship certificate.
- b) All of these individuals shall, within 30 days, acknowledge receipt of such notice to the Representative Member and those individuals named above.

#### 12. The following Responses are required

- a) The new National Federation must confirm that the Representative Member is a member of its Federation and confirm it accepts the person to represent it in his role.
- b) The new National Federation must also confirm the Representative Member is a resident in its country.
- c) The National Federation already represented must respond within 30 days advising if it accepts, or not, the Representative's decision and its reasons for any nonacceptance.

#### 13. Outcomes

- a) Should the **National Federation already represented give its acceptance** for the change, the IWWF records will be changed <u>immediately</u> to show the new Nationality of the Representative.
- b) Should the **National Federation already represented not accept the proposed change,** the Representative Member will <u>be ineligible to officiate for the new Federation for a period of 12 months</u> from the date of the official's original letter.
- c) Any change of country of representation must be reported to the relevant Confederation Congress or the IWWF Congress.

### Appendix E-1 FULL MEMBERSHIP

Affiliate Membership Application Form
The Applying Organisation whose details are set out below hereby submits this application for Affiliate Membership of the International Waterski and Wakeboard Federation Limited (the IWWF Limited).

1	applyin	g organisation	
2	Name	of Applying Organisation*	
3	Registered Office Address		
4	Telep	hone*	
5	Fax*		
6	Email(s)*		
7 principal office bearers			
8	President / Chairman		
	9	Name*	
	10	Title ( <i>e.g.</i> , President, Chairman)*	
	11	Telephone*	
	12	Fax*	
	13	Email(s)*	
14	Secreta	ry / Secretary General	
	15	Name*	
	16	Telephone*	
	17	Fax*	
	18	Email(s)*	

#### 19 required documentation

In submitting this Application Form, the Applying Organisation is required to provide the following documents to the IWWF Limited:

- official Letter of Recognition issued by the National Olympic Committee or Ministry of Sports of reference
- one (1) copy of the Applying Organisation's constitution in English, French or Spanish (*e.g.*, statutes, articles)

#### Terms and Conditions of Application

- 1 All fields marked with \* must be completed by the Applying Organisation.
- The IWWF Limited reserves the right to request for other information / documents from the Applying Organisation and/or to reject any application for Affiliate Membership.
- This Affiliate Membership Application Form must be signed by **two (2)** persons acting under the express authority of, and for and on behalf of, the Applying Organisation.

This Affiliate Membership Application Form must be fully completed and duly signed and submitted to the IWWF Limited **by fax** (+ 41 86079 209 2868) or **by email (iwwf@iwwfed.com)** to the Bologna Administrative Office of the IWWF Limited.

#### **DUTIES OF AFFILIATED MEMBERS**

- a) Athletes, Officials and Clubs of Affiliated Federations shall recognise the authority of the IWWF and respect its Statutes, Bye-laws and decisions.
- b) The admission of a Federation to affiliated membership constitutes its formal agreement to respect the Statutes, Bye-laws and Technical Rules; to conform to decisions of the IWWF and its Confederations; and to pay subscriptions and fines which may be imposed with the authority of the IWWF or its Confederations.
- c) All affiliated Federations and their members shall recognise the Court of Arbitration for Sport in Lausanne as the only external body for jurisdiction.
  - National Federations are obliged to impose the said recognition on their athletes and members in all areas subject to the authority of the IWWF.
- d) All member shall adhere to the IOC requirements on doping, and co-operate fully with the IWWF in its measures to detect or penalise infringements of those requirements.

The Applying Organisation warrants, represents and undertakes to the IWWF Limited that all information set out in this Affiliate Membership Application Form is true and correct and by submitting this Affiliate Membership Application Form (duly completed and signed) to the IWWF Limited, the Applying Organisation hereby covenants with, and undertakes to, the IWWF Limited to abide by, and fully comply with, the IWWF Statutes as may, from time to time, be issued, amended, modified or re-enacted by the IWWF Limited.

For and on behalf of:
Name of <b>Applying Organisation</b> :

		Official Seal:	
Authoris	Authorised Signatory		
Name:			
Title:			
Date:			

The International Waterski & Wakeboard Federation (IWWF) offers an Associate Membership to

# Appendix E-2 IWWF ASSOCIATE MEMBERSHIP INFORMATION

The International Waterski & Wakeboard Federation (IWWF) offers an Associate Membership to attract more countries to join the IWWF.

A National Waterski and/or Wakeboard Association/Federation that does not fulfil all requirements to become a full member can apply to be an IWWF Associate Member.

Associate Membership is a restricted membership with fewer benefits in respect to the full Affiliate Membership, but with lower costs to the applying Federation. Associate Membership is recognized (pending approval by their Confederation and the IWWF Bureau) to those applicants who have returned the completed IWWF Associate Membership Application documents to their Confederation and the IWWF Administration Office.

There can be only one Associate or Affiliate Member per country.

Existing National Federations which, for one reason or another, are unable to continue payment of the annual Affiliate Member's subscription fees may make a request to their Confederation that their membership be changed to an Associate Membership. However, they are then subject to the Associate Membership restrictions.

#### Fees for Associate Membership

EUR 250.00 for the IWWF subscription. This fee, payable to their Confederation, will be shared 50/50 by the IWWF and their Confederation.

#### **Benefits and Restrictions of Associate Membership:**

Associate Members are entitled to

- = Receive all important notices and event bulletins distributed by the IWWF and their Confederation;
- = Be listed in the IWWF Directory of National Federations posted on the IWWF homepage; receive notice of and to attend all Congressional Meetings of the IWWF and their Confederation with no right to vote, and unless permitted by the Congressional Meeting chairperson, no right to speak;
- = Access the resources and seminars of the IWWF Coaching and Development Committee.
- = Appoint not more than two (2) representatives to attend each Congressional Meeting as observers:
- = Send two (2) athletes to participate in any of their Confederation Championships;
- = Only participate in IWWF World Championships with the express approval of their Confederation, in which case participation would be limited to two (2) athletes;

### Associate Members can become full Affiliated Members (pending Confederation and Congress approval) at any time if:

- = They submit a letter from the Ministry of Sport or the National Olympic Committee of their country which clearly states recognition of the applying organization as the Governing Body for Waterski and Wakeboard in the country, and
- = They have paid the ordinary annual subscription fees.

## Associate Membership Application Form The Applying Organisation whose details are set out below hereby submits this application for Associate Membership

of the International Waterski and Wakeboard Federation Limited (the IWWF Limited).

1 apı	plying org	anisation		
1.1	Name	of Applying Organisation*		
1.2	Registe	ered Office Address		
1.3	Teleph	one*		
1.4	Fax*			
1.5	Email(s)*			
2 pri	principal office bearers			
2.1	Presid	dent / Chairman		
	(a)	Name*		
	(b)	Title ( <i>e.g.</i> , President, Chairman)*		
	(c)	Telephone*		
	(d)	Fax*		
	(e)	Email(s)*		
		_		
2.2	Secre	tary / Secretary General		
	(a)	Name*		
	(b)	Telephone*		
	(c)	Fax*		
	(d)	Email(s)*		

#### required documentation

1

In submitting this Application Form, the Applying Organisation is required to provide a copy of their Statutes or Constitution in English, French or Spanish.

**Terms and Conditions of Application** 

- The IWWF Limited reserves the right to request for other information / documents from the Applying Organisation and/or to reject any application for Associate Membership.
- This Associate Membership Application Form must be signed by **two (2)** persons acting under the express authority of, and for and on behalf of, the Applying Organisation.

This Associate Membership Application Form must be fully completed and duly signed and submitted to the IWWF Limited **by fax** (+ 41 86079 209 2868) or **by email (iwwf@iwwfed.com)** to the Bologna Administrative Office of the IWWF Limited.

#### **DUTIES OF ASSOCIATE MEMBERS**

- (a) Associate Members must understand the limitations of this membership category, which are clearly set out in the information sheet attached.
- (b) Athletes, Officials and Clubs of Associate Members shall recognise the authority of the IWWF and respect its Statutes, Bye-laws and decisions.
- (c) The admission of a Federation to Associate membership constitutes its formal agreement to respect the Statutes, Bye-laws and Technical Rules; to conform to decisions of the IWWF and its Confederations; and to pay subscriptions and fines which may be imposed with the authority of the IWWF or its Confederations.
- (d) All Associate Members and their members shall recognise the Court of Arbitration for Sport in Lausanne as the only external body for jurisdiction.
- (e) National Federations are obliged to impose the said recognition on their athletes and members in all areas subject to the authority of the IWWF.
- (f) All member shall adhere to the IOC requirements on doping, and co-operate fully with the IWWF in its measures to detect or penalise infringements of those requirements.

The Applying Organisation warrants, represents and undertakes to the IWWF Limited that all information set out in this Associate Membership Application Form is true and correct and by submitting this Application Form (duly completed and signed) to the IWWF Limited, the Applying Organisation hereby covenants with, and undertakes to, the IWWF Limited to abide by, and fully comply with, the IWWF Statutes as may, from time to time, be issued, amended, modified or re-enacted by the IWWF Limited.

For and on	behalf of:			
Name of <b>Ap</b>	pplying Organisation:			
		Official Sea	l:	
Authorised Signatory				
_				
Name:				
Title:				
Date:				

**Associate Membership Questionnaire** 

Please note - if you do not have the information for any of the following, please write "n/a" in the cell under each response missing.

#### Waterski and Wakeboard Information

Question	Answer
How many waterski or wakeboard clubs are there in your country?	
What is the estimated number of active waterskiers and wakeboarders in your country?	
If you have individual members of your Organization, how many members do you have?	
How many Cable Tows are there in your country?	
How many slalom courses are there in your country	

#### **Other Divisions Information**

	Average Number of Active Skiers
Barefoot	
Cablada	
Cableski	
Disabled	
Racing	

**Overview** - Please use the area below to give us a brief overview of your activities and your plans for the future:

## Appendix F INFORMATION POLICY - PERSONAL DATA TREATMENT

This information policy is provided in compliance with Article 13 of Regulation (EU) 2016/679 on the protection of individuals, employed by or engaged in activities with the IWWFEC International Waterski and Wakeboard Federation Europe Confederation (including but not limited to athletes, coaches, managers, doctors, trainers, referees, field officers, physical trainers, committee members, contract personnel, administrators, volunteers) with regard to the processing of personal data, as well as the free movement of such data (hereafter: the "Rules") for the foretold IWW EC International Waterski and Wakeboard Federation Europe Confederation based at Bekersveld 9, 2630 Aartselaar, Belgium (hereinafter referred to as "IWW EC" or "the Holder" or "the Controller").

#### 1) WAYS AND PURPOSES OF DATA PROCESSING

The IWWFEC will collect all membership necessary data, such as name and surname, place and date of birth, address of residence, contact details (e.g. phone, e-mail), citizenship, photographic image depicting the member's face, photographic and/or videographic images. During the registration phase, the IWWFEC will be entitled to collect other data, including special nature data, pursuant to Article 9 of the Regulations, such as health data in the case of services rendered to the IWWFEC by the member. We inform you that the data will be processed with the support of the following media: electronic (e-mail, text message, app notification) and/or paper, mail.

The collected data is used for the following purposes strictly related to national and/or international sports activities and in particular: administrative management and insurance of members, planning and organisation, including logistics, of activities and sports events, results and rankings, recruitment, selection, evaluation, fulfilment of fiscal or accounting obligations, litigation management.

#### 2) LEGAL BASIS

a) For the provision of services related to the membership:

The provision of data is compulsory depending on the membership and/or legal obligations and therefore any refusal to supply them in whole or in part can generate 'the impossibility' for the IWWFEC to establish the relationship, execute it or correctly perform all the related duties to the membership. Among the purposes connected to the membership is the management of data for the purpose of sports justice and related publication of decisions and rulings; to create, store and use photographic and/or filmed images, for purposes related to public or historical / archival interest, as well as to promote activities and provide a testimony on the sports' practice.

#### b) For marketing activities\*

Your data may be processed for marketing purposes for sending commercial communications through the use of authorised systems (e.g. e-mail, text messages, app notifications) and traditional systems (e.g. paper mail), for the implementation of publicity and sponsorship activities and events, tournaments and sports demonstrations.

#### c) For third party transmission activities\*

IWWFEC may communicate your data to third parties (companies in the sector, sponsors of IWWFEC) who will be able to process it by using their commercial communications through the use of automated systems (e.g. e-mail, text messages, notifications app.) and traditional systems (e.g. paper mail).

Your consent for the use of your data for marketing activities as stated in 2.(b) and / or for third party transmission activities as stated in 2.(c) can be revoked at any time by e-mailing to IWWFEC office@iwwf-europe.eu

#### 3) RECIPIENT CATEGORIES

In consideration of the communications carried out in compliance with contractual legal obligations, all data collected and processed may be communicated exclusively for the above specified purposes to: IWWFEC, Anti-Doping Bodies, Associations and Societies, Affiliate sports, bodies and/or other sports federations, International non-affiliated Sports Associations and Associations, other public or private entities and association bodies, including foreign ones, for the implementation of initiatives and activities related to the institutional aims of IWWFEC; Entities, Companies or entities that enter into contractual relations with IWWFEC for public activities or sponsorship of events, tournaments and sporting events, Bodies and Societies or entities including foreign ones, that enter into relations with IWWFEC for the organisation or management of sporting events, insurance companies, external consultants of the IWWFEC within the necessary limits for the performance of the mandate relationship (e.g. information technology development and maintenance companies and/or carrying out data processing activities, professional legal consulting firms, fiscal / administrative / accounting consulting firms, health personnel appointed by IWWFEC bodies of sports justice, etc.); Entities, Companies and third parties that carry out commercial activities of sale and/or supply of goods and/or services, publicity and advertising in the promotional and marketing commercial activity field.

Moreover, your data management, may also be shared with the following categories of authorised persons and / or internal and external managers in writing and to whom specific written instructions have been provided about the processing of data: members of the national/international bodies, employees and collaborators of IWWFEC, external companies that manage the IT services of IWWFEC.

The list of managers can be requested by writing to IWWFEC International Waterski and Wakeboard Federation Europe Confederation based in Bekersveld 9, 2630 Aartselaar, Belgium. In relation to the relationship with IWWFEC, the company will be able to process data that the law defines as "particular" as suitable to detect, for example: a) the general state of health, whether suitable or not for carrying out certain activities (as determined by qualified medical personnel); b) religious convictions (religious festivities, alimentary preferences, etc.).

#### 4) RIGHTS OF THE INTERESTED PARTY

We inform you that, in accordance with the current regulations, you have the following rights: request and obtain information about the existence of your data available to the Data Controller and access to such data; request the communication of your available data and / or transfer it to another holder for via automated systems, request the communication of your available data and / or transfer it to another holder, request and obtain the modification and / or correction of the personal data if you believe it to be inaccurate or incomplete, request the cancellation of and / or limitation or processing of your personal data in the case of data or information being unnecessary - or no longer necessary - for the aforementioned purposes,

therefore after the retention period indicated in the paragraph below.

In particular, the following rights are recognised: Art.15 "Right of access of the interested party" Art. 16 "Right of rectification" Art.17 "Right to cancel" Art.18 Right to limit the treatment "Art.20" Right of data portability" of the Regulation EU 2016/679 within the limits and under the conditions set out in Article 12 of the same Regulation.

To exercise the rights of the interested party, it is possible to contact IWWFEC by writing to the IWWFEC International Waterski and Wakeboard Federation based in Bekersveld 9, 2630 Aartselaar, Belgium or office@iwwf-europe.eu

We also inform you that, in accordance with the current legislation, you can propose any complaints concerning the processing of your personal data, to the Guarantor for the protection of personal data. The IWWFEC has appointed a data protection officer, who can be contacted at the e-mail address office@iwwf-europe.eu

#### 5) CONSERVATION PERIOD

The aforementioned data and the other constituents of your membership relationship will be retained even after the termination of the membership relationship within the limits of the completion of any eventualities fulfilled or resulting from the conclusion of such relationship and for the judicial and defence needs.

The data relating to your sporting activities, as a registered entity, can be stored, without temporal limitations, for historical and / or archival needs.

With reference to the processing for IWWFEC's own marketing purposes, we inform you that the data will be processed for the entire duration of the membership relationship, with the exception of the possible revocation of the consent given by you.

With reference to the communication of data to third parties for marketing purposes, we inform you that the data may be the subject of communication until the possible withdrawal of your consent.

#### 6) EXTRA EU DATA TRANSFER

Your data may be transferred outside the European Union by IWWFEC or its own data controllers, used by IWWFEC for activities related to the management of the membership relationship. This transfer, if occurring, will be legitimised by the consent of membership interested party, or it could be regulated with the importing subjects, through the use of standard contractual clauses adopted by the European Commission with the Decision 2010/87 / EU and any subsequent modifications, or alternatively, on the basis of a decision of adequacy of the Commission, on the basis of binding corporate rules and / or any other instrument permitted by the relevant regulations. You will be able to obtain information on the place where your data may been transferred and a copy of such data by writing to the IWWFEC INTERNATIONAL Waterski and Wakeboard Federation based in Bekersveld 9, 2630 Aartselaar, Belgium.

#### 7) MINORS

In accordance to Article 8 of EU Regulation No. 2016/679, if the person concerned is a minor, the processing of the data referred to in this information will be considered lawful only if such consent is given or authorised by the holder of the parental responsibility.

#### 8) PROCESSING HOLDER

Owner of the processing of your personal data is IWWFEC International Waterski and Wakeboard Federation Europe Confederation based in Bekersveld 9, 2630 Aartselaar, Belgium.

#### 9) PERSON RESPONSIBLE FOR DATA PROTECTION

IWWFEC has nominated a responsible person for data protection who can be reached by emailing <a href="mailto:office@iwwf-europe.eu">office@iwwf-europe.eu</a>

#### **GENERAL DATA PROTECTION REGULATIONS (GDPR)**

#### YOUR CONSENT

You have received this information policy because IWWFEC holds some or all of your aforementioned personal data on its various electronic databases and uses it to communicate with you and provide information about you. In doing so and by way of this notice, with the receipt of this information policy by e-mail, you declare and recognise to have received this complete information pursuant to Article 13 of the EU Regulation 2016/679 and express your consent to the processing of your personal data with particular regard to those so-called details within the limits, for the purposes and for the duration specified in the information, as well as relatively to the communication to third parties of your personal data for IWWFEC registration and institutional purposes only. (MANDATORY).

Your consent for the processing of your personal data can be withdrawn at any time by emailing to IWWFEC <office@iwwf-europe.eu> or writing to IWWFEC International Water Ski and Wakeboard Federation Europe Confederation, Bekersveld 9, 2630 Aartselaar, Belgium. Take notice that if you exercise your right to withdraw your consent, IWWFEC will be unable to communicate with you or use your personal data for its institutional purposes.

- \* In doing so and by way of this notice, with the receipt of this information policy by e-mail, you declare and recognise to have received this complete information pursuant to Article 13 of the EU Regulation 2016/679 and express consent to the processing of your personal data pursuant to SECTION 2.(b) (OPTIONAL). Your consent can be withdrawn at any time by e-mailing to IWWFEC office@iwwf-europe.eu
- \* In doing so and by way of this notice, with the receipt of this information policy by e-mail, you declare and recognise to have received this complete information pursuant to Article 13 of the EU Regulation 2016/679 and express consent to the processing of your personal data pursuant to SECTION 2.(c) (OPTIONAL). Your consent can be withdrawn at any time by e-mailing to IWWFEC office@iwwf-europe.eu