



# **AALCO HONG KONG REGIONAL ARBITRATION CENTRE**

## **亞非法協香港區域仲裁中心**

### **Sports Industry Dispute Resolution Agreement**

**(Important Note: This is a legal document, please seek legal advice before signing to protect your rights and interests)**

#### **1. Agreement to resolve disputes in accordance with the AALCO-HKRAC Sports Industry Mediation and Arbitration Rules**

The Parties confirm that they have read and fully understand the following documents and agree to all the terms thereof:

- (i) Dispute Agreement Terms under AALCO-HKRAC Sports Industry Mediation and Arbitration Rules; and
- (ii) AALCO-HKRAC Sports Industry Mediation and Arbitration Rules

The above documents constitute a part of this Agreement.

#### **2. Information of the Parties**

##### **Party A:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel.: \_\_\_\_\_

Email: \_\_\_\_\_

##### **Party B:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel.: \_\_\_\_\_

Email: \_\_\_\_\_

##### **Party C:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel.: \_\_\_\_\_

Email: \_\_\_\_\_

(If you need to add other parties, please fill it in by yourself)

**3. Issues in dispute**

(Please briefly describe (i) the nature, circumstances and location of the dispute; (ii) the matters to be resolved/determined; and (iii) the amount of money involved, and attach copies of the relevant contracts or supporting documents, if any).

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**4. Amount in dispute (if applicable):** HK \$ \_\_\_\_\_

**5. Language:** English/Cantonese/Mandarin (delete as appropriate)

**Signature by Party A**

Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

Name and title/status: \_\_\_\_\_

Tel.: \_\_\_\_\_

Email: \_\_\_\_\_

**Signature by Party B**

Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

Name and title/status: \_\_\_\_\_

Tel.: \_\_\_\_\_

Email: \_\_\_\_\_

**Signature by Party C**

Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

Name and title/status: \_\_\_\_\_

Tel.: \_\_\_\_\_

Email: \_\_\_\_\_

# **Terms of Dispute Resolution Agreement for AALCO-HKRAC Sports Industry Mediation and Arbitration Rules**

## **1. Agreement to resolve disputes in accordance with the AALCO-HKRAC Sports Industry Mediation and Arbitration Rules (the “Rules”)**

- (a) The Parties to this Agreement (individually a “Party” and collectively the “Parties” as set forth in Section 2 below) recognize that their Dispute (as more particularly described below, the “Dispute”) falls within the scope of the Rules, agree to resolve the Dispute through mediation and/or binding arbitration procedures, and undertake to follow the Rules in force at the time of filing the Notice of Dispute Resolution.
- (b) The Parties hereto agree to appoint the AALCO Hong Kong Regional Arbitration Centre (“AALCO-HKRAC”) as the Dispute Resolution Body to handle and coordinate the resolution of disputes in accordance with the Rules.
- (c) The laws of Hong Kong shall apply to (i) this Agreement; (ii) the mediation and/or arbitration proceedings conducted by the Parties; and (iii) the designation of the place of dispute resolution pursuant to the Rules as Hong Kong (whether by way of mediation or arbitration). The Parties agree to submit exclusively to the jurisdiction of the courts of Hong Kong in respect of any dispute, claim or difference (whether contractual or non-contractual) arising out of or in connection with this Agreement.
- (d) Dispute resolution shall be conducted in Cantonese, Mandarin or English.
- (e) The Parties irrevocably confirm that they have chosen to resolve this dispute based on the Rules to the exclusion of other means of dispute resolution. This Agreement supersedes and replaces any prior dispute resolution agreement between the Parties with respect to the subject matter of this dispute, subject to Section (f)(i) below.
- (f) If the Parties elect to proceed to binding arbitration under the Rules:
  - i. The decisions and awards of the arbitrator under the Rules shall be final and binding on the Parties. Specifically, notwithstanding Section (e) above, this Agreement may not prevent any party from applying to a court of competent jurisdiction for equitable relief in the form of

injunctions (including temporary/interim and permanent injunctions), mandatory performance, orders for the preservation of evidence or assets, which would not be considered a breach of the Agreement or a waiver of the right to arbitrate.

- ii. The arbitrator shall have the power to grant interim measures and relief (including injunctions, mandatory performance, etc.), whether presented in the form of an award or otherwise. If the interim relief is enforceable in court under the law of the place of enforcement, the Parties shall give priority to applying to the arbitrator. However, if the arbitrator does not have the power to grant the relief or the relief cannot be enforced in the courts of the place where it is to be enforced, the Parties may request the arbitrator to refer the application to the relevant court or apply directly to a court or law enforcement agency of that jurisdiction.

- (g) Unless otherwise arranged by the Center or otherwise agreed by the Parties or awarded by a mediator/arbitrator under the Rules, each party is solely responsible for its own costs arising out of this Agreement and the applicable Rules.

## **2. Mediator/Arbitrator**

The Parties agree to resolve disputes through mediation and arbitration in accordance with the Rules. The number of mediators/arbitrators will be determined by AALCO-HKRAC and the Parties shall reach a consensus on the candidates.

In the event that the consensus cannot be reached, the Parties recognize that AALCO-HKRAC has the absolute discretion to appoint a suitable candidate in accordance with the Rules and its decision shall be final.

## **3. Electronic Communication**

The Parties shall ensure that the personal data provided to AALCO-HKRAC and the mediator/arbitrator are true and accurate, and that any inaccuracy shall be corrected immediately upon notification.

Except as otherwise specified by law, the Parties agree that all documents relating to the Rules may be presented in electronic format and signed electronically with the equal legal effect as if they were in paper form, including (i) this Agreement and the signatures thereto; (ii) the Mediation Agreement; (iii) the dispute

resolution related documents and communications; and (iv) the arbitration directive, the decision and the award.

This Agreement may be signed in such multiple duplicates, each of which shall be regarded as the original and together constitute a single legal document.

#### **4. Privacy and Data Protection**

The Parties agree that AALCO-HKRAC will handle the Data in accordance with applicable personal data protection laws and regulations.

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**I confirm that I have read and fully understand the Terms of Dispute Resolution Agreement for AALCO-HKRAC Sports Industry Mediation and Arbitration Rules and agree to comply with all the contents thereof.**