



INTERNATIONAL OLYMPIC COMMITTEE

UNDERTAKING FOR "ENR" ACCREDITATIONS RECIPIENTS FOR THE GAMES OF THE XXXII OLYMPIAD TOKYO 2020, 24 JULY TO 9 AUGUST 2020

The News Organisation and their personnel receiving an ENR - OIAC (the "Accredited Personnel") for the Games of the XXXII Olympiad Tokyo 2020, may only benefit from the access granted as a holder of the Accreditation, subject to the complete and express prior acceptance of the "Terms and Conditions" set out herein, and in conjunction with any additional specific terms the IOC may put in place, in particular regarding the use by Non-RHBs of Olympic Content for the exclusive purpose of reporting on the Games during the Games Period.

TERMS AND CONDITIONS

During the Period of the Games and in respect to the Games, the Accredited Personnel acknowledges and agrees:

- 1. To act in conformity with the "NARs" and the Olympic Charter, all other guidelines made available by the IOC through www.olympic.org may apply including, without limitation, the "Photographers' Undertaking", the "IOC Social and Digital Media Guidelines, Games of the XXXII Olympiad Tokyo 2020" (the latter applicable to Accredited Personnel when acting in a private capacity) and the "IOC Guidelines for Editorial use of the Olympic Properties by Media Organisations", as updated from time to time;
2. To be photographed, identified and/or otherwise recorded by Tokyo 2020, the IOC or third parties authorised by them, and that such photographs, films or recordings can be used in a commercial or non-commercial manner, without payment, for the maximum duration permitted by law, in any format and through any media, for the promotion of the Olympic Movement;
3. That the OIAC are the property of the IOC and may be withdrawn at any time by the IOC, at its discretion;
4. That the News Organisation and its Accredited Personnel are excluded from the copyright assignment and licence terms included in the OIAC, in respect to any photographs, films or recordings created within, from or of an Olympic Venue, exclusively when acting in a Media Capacity.
5. That the IOC, Tokyo 2020 and third entities appointed by the RHBs will monitor compliance with these Terms and Conditions.
6. That the IOC reserves the right (without limiting any other remedy or sanction available to it), at its sole discretion, to immediately revoke, without notice, any ENR - OIAC and any other access to any Olympic Venues, as well as access to Olympic Content by non-accredited Non-RHBs, for the Games Period and future editions of the Olympic Games, in the event of any breach of these Terms and Conditions;
7. That this ENR Undertaking duly signed shall be returned, no later than 31 March 2020 to: IOC Media Operations either by email: media.operations@olympic.org or by mail: IOC Media Operations, International Olympic Committee, Château de Vidy, 1007, Lausanne, Switzerland. Failing to provide this signed ENR Undertaking in due time will imply that

the Accreditations for your Accredited Personnel will not be validated for the Games.

8. To indemnify, defend, and hold harmless Tokyo 2020 and the IOC from any damages resulting from/or linked to a breach of this ENR Undertaking;

9. That any dispute, controversy or claim arising from or in connection with the execution or interpretation of these Terms and Conditions or breach thereof not resolved after exhaustion of the legal remedies established by the IOC, and which cannot be settled amicably:

(i) if during the Games Period, shall be submitted exclusively to the CAS ad hoc division for the Olympic Games for final and binding arbitration in accordance with the Statutes and Regulations of the CAS and the laws in force in Switzerland, and the seat of arbitration shall be in Tokyo, Japan, and the language shall be English; or otherwise

(ii) if outside of the Games Period, shall be submitted exclusively to the CAS for final and binding arbitration in accordance with the Statutes and Regulations of the CAS and the laws in force in Switzerland, and the seat of arbitration shall be in Lausanne, Switzerland, and the language shall be English.

10. That for the purpose of these Terms and Conditions, the following terms shall have the following meanings for all purposes of this Agreement:

- "Archive Olympic Material" means any audio-visual and audio content from previous Olympic Games.
"CAS" means the Court of Arbitration for Sport.
"ENR" means the Non-RHBs accredited to the Games.
"Games" means the Games of the XXXII Olympiad Tokyo 2020, to be celebrated in Tokyo, Japan between 24 July and 9 August 2020.
"Games Marks" means the official emblem, mascot, pictograms and other identifications, designations, logos and insignia identifying the Games, and does not include the standalone Olympic Symbol or other Games-related terminology.
"Games Period" means the period from the opening of the Olympic Villages, on 14 July 2020, until the closing of the Olympic Village, on 12 August 2020.
"IBC" means the International Broadcast Centre.
"IOC" means the International Olympic Committee.
"IFs" means the International Sports Federations, as recognised by the IOC.
"Media capacity": means the Accredited Personnel acting as journalists, reporters or in any other related media capacity while they are at the Games and during the Games Period.
"Mixed Zone" means a designated area at an Olympic Venue where athletes can be interviewed as soon as they leave the field of play.
"MPC" means the Main Press Centre.
"NARs" means these News Access Rules applicable to the Games and for the Games Period, as amended by the IOC from time to time at the IOC's sole discretion.
"News Organisation" means bona fide news organisations whose primary business or sole service is the syndication of news.
"NOCs" means the National Olympic Committees, as recognised by the IOC.

- "Non-RHBs" means broadcast media organisations which have not been granted the right to broadcast the Games in a particular territory, regardless of whether or not they have been accredited to the Games.
"OIAC(s)" means the Olympic Identity and Accreditation Card(s).
"Olympic Charter" means the Olympic Charter dated 26 June 2019 (including its bye-laws and documents referred to therein), as may be amended from time to time.
"Olympic Content" means collectively Olympic Material and Archive Olympic Material.
"Olympic Event" means any official activity or event that occurs primarily at an Olympic Venue during the Games or that is related to the Games, including, without limitation, training sessions, sporting action, Opening, Closing and Victory Ceremonies, interviews and any other activity that occurs or is originated at an Olympic Venue.
"Olympic Games" means competitions between athletes in individual or team events and not between countries, bringing together the athletes selected by their respective NOCs, whose entities have been accepted by the IOC, competing under the technical direction of the IFs concerned; and they consist of the Games of the Olympiad and the Olympic Winter Games.
"Olympic Marks" means the Olympic Symbol and the Games Marks.
"Olympic Material" means sounds or images originated from or produced of any Olympic Event, in each case regardless of the source.
"Olympic Movement" means all the organisations, athletes and other persons who agree to be guided by the principles of the Olympic Charter.
"Olympic Properties" means the Olympic Symbol (the Olympic rings), the emblem of the Games and other Games marks, mascots, pictograms and posters, the wordmarks "Olympic", "Olympic Games" and "Olympiad", the Olympic motto "Citius, Altius, Fortius" and any English or other language translations of the same, and other Olympic-related terminology. "Olympic Symbol" means the five interlaced rings that identify the Olympic Movement.
"Olympic Venue(s)" shall include all venues which require an Olympic accreditation card or ticket to gain entry, including the Olympic Village, the Village Square, the competition venues, the training and practice venues, the IBC and the MPC and any park-like areas that have non-ticketed public access, but which are Olympic areas containing the look of the Games branding and/or requiring security checks or other forms of controlled entry, such as, but not limited to, the areas around Shiokaze and Aomi Parks.
"RHB" means a corporation or body which has been granted the right by the IOC to broadcast and exhibit the Games in a particular territory across one or multiple medium(s)/platform(s).
"Team Welcome Ceremonies" means the official 'celebratory moment' at the start of the Games to welcome all athletes, team officials, delegates and guests, taking place at the Village Square from the opening of the Olympic Villages, on 14 July 2020, until the day before the Opening Ceremony of the Games on 23 July 2020.
"Tokyo 2020" means the Tokyo Organising Committee for the 2020 Olympic & Paralympic Games.
"Village Square" means the square which will be located adjacent to but separated from the residential zone of the Olympic Villages, which will host a number of activities including Team Welcome Ceremonies.

Full name of the News Organisation: _____

Read and agreed by News Organisation, on behalf of itself and all its Accredited Personnel:

Signature: _____

Full name: _____

Title: _____

Date: _____