

## Terms of Use

These terms of use (the “**Terms of Use**”) complement the standard terms of service (“**Terms of Service**”) applicable to digital services of the International Olympic Committee (the “**IOC**”) and its affiliates (accessible via the following link: <https://www.olympic.org/terms-of-service>).

This application “The Olympic Museum in AR” (hereafter the “**App**”) is operated by the Olympic Foundation for Culture and Heritage (with seat at Quai d’Ouchy 1, 1001 Lausanne, Switzerland) (the “**Foundation**”) jointly with the IOC (with seat at Château de Vidy, 1007 Lausanne) and with the support of their subcontractors. For the purpose of these Terms of Use, “we” or “our” shall refer to the Foundation and the IOC.

These Terms of Use explain the rules applicable for using the App. You should read these Terms of Use together with the Terms of Service (as stated above) and with our privacy policy (“**Privacy Policy**”, accessible via the following link: <https://www.olympic.org/privacy-policy>) which provides you with additional information regarding how we access and use your personal information when you use the App.

In order to be authorized to access and use the App, you must first read and agree with these Terms of Use, the Terms of Service, the Privacy Policy as well as any other applicable third party’s terms or conditions. Therefore, your use of the App confirms that you have read the current version of these Terms of Use and agreed to fully comply with them. If you do not agree to any Section of these Terms of Use, you are not allowed to access and use the App or to continue accessing and using the App (as applicable). Likewise, any breach of these Terms of Use may result in us suspending or terminating your access and/or use of the App.

The App can only be used by users (i) who have reached the age of majority under the applicable national laws and regulations of their country of residence or (ii) are between the age of 13 and the age of majority described in (i) and whose parents or legal guardians have duly consented to their use of the App in accordance with the terms and conditions set forth in these Terms of Use. By agreeing to these Terms of Use, you confirm and warrant that you fulfil this requirement.

---

## 1. About our App

Our App allows you to capture and register videos and photos on your smartphone as well as to transmit, share and/or post photo and video contents (potentially in connection with comments or messages) via emails, text messages, cross-platform messaging (such as WhatsApp) and social media (including, without limitation, Facebook, Instagram and Tweeter) showing your experiences at The Olympic Museum during the exhibition “SPORT X MANGA”. For the purpose of these Terms of Use, any such video and photo contents (together with their related comments or messages) which are captured, registered, transmitted, shared and/or posted on social media on, with or from your smartphone (whether by you or by any third party), are hereafter referred to as the “**User Contents**”. By agreeing to these Terms of Use, you understand and agree that you are solely responsible and liable for all User Contents and their respective uses.

---

## 2. Rights on the exhibition “SPORT X MANGA” and on the App

2.1 By agreeing to these Terms of Use and using the App, you acknowledge and agree that:

- the “**Olympic Properties**” (as defined by the Olympic Charter and as periodically updated), including the Olympic Symbol, emblem(s), trademark(s), theme(s), logo(s), mascot(s) or other designation(s) are the sole and exclusive property of the IOC;
- the exhibition “SPORT X MANGA” and the App contain and display audiovisual and/or other contents, information or materials, such as texts, illustrations, artworks, graphics, data, moving and still images, sounds, music or software (together referred to as the “**Protected Contents**”) protected by copyright, trademarks, designs, database rights, patents and/or other proprietary rights and laws;
- all rights (including all intellectual property rights or other proprietary rights) in and to the exhibition “SPORT X MANGA”, the App (such as its general design, layout and imagery), the Olympic Properties and the Protected Contents are owned by, or licensed to, us by the respective rights holders; and
- notwithstanding anything to the contrary, such rights shall remain with their corresponding rights holders.

2.2 You shall not use or authorise the use of any of the Olympic Properties, Protected Contents or any other rights in and to the App or the exhibition “SPORT X MANGA” other than as expressly authorised according to these Terms of Use.

2.3 Furthermore, you are not granted any marketing rights or any right of association, in any way, with the Foundation, the IOC, the Olympic Games or the Olympic Movement.

---

### **3. Rights on the User Contents**

3.1 By agreeing to these Terms of Use and using the App, you expressly acknowledge and agree that the User Contents as well as any and all rights thereto (in particular intellectual property rights) shall be the sole property of the Foundation and the IOC. In this respect, you agree to irrevocably and unconditionally transfer and assign to us, to the full extent necessary, any and all intellectual property rights and other rights, worldwide and in perpetuity, without any restriction of any kind, in and to the User Contents, including, without limitation, the right to create derivative works, reproduce, copy, edit, alter, adapt, translate, modify or distribute the User Contents, in any media and forms of publications now known or hereafter devised. For the avoidance of doubt, this assignment of rights also includes the right not to use the User Contents. Where necessary, you agree to execute, at our request and expense, any and all documents and other instruments necessary to prove or confirm such assignment.

3.2 To the extent permitted by applicable law, you agree not to assert any moral rights and related rights (including any right to credit or attribution) in relation to the User Contents and/or their use and, in particular, you acknowledge and agree that the User Contents may be modified, altered, transformed, adapted or otherwise, either by us or by third parties authorised by us, without such uses being deemed or considered as an infringement of any moral rights.

3.3 In the event your “**Image**” (which shall be understood as including your image, voice, name, likeness, portrait, performance or biological information) appears in the User Contents, you expressly authorise us and any third party authorised by us to use such Image (as included in the User Contents), without limitation (in particular reproducing, distributing, communicating to the public and making it available, in any content, format and through any media or technology whether now existing or created in the future, for the maximum duration permitted by applicable law) and not to assert any right in this respect. Likewise, if your Image appears in contents shared, transmitted and/or posted by other users of the App, you authorise us (and any third party authorised by us) to use it (as included in such other user’s contents) to the same extent than where it appears in the User Contents.

3.4 By agreeing to these Terms of Use, you warrant to us that the User Contents do not, and that their use by us or any third party authorised by us will not, violate any existing copyright, other intellectual property rights, image rights or other rights of any third-party. In particular, the User Contents shall not:

- include any copyrighted material (including, without limitation, music, photographs, characters, descriptions or any other material protected by copyright or other intellectual property law) which is not adequately cleared;
- purposely include any trademarks, logos, insignia, or location signage, or identify or promote the goods or services of any person or entity;
- include the image, likeness, portrait, name, performance, voice or any personal information of another person without the prior express consent of the said person (it being understood that such consent shall be equivalent to the authorization granted by you according to Section 3.3).

3.5 Furthermore, you represent and warrant that the User Contents will not contain material, or depict or promote activity, that is sexually explicit, obscene, pornographic, violent (including for example, the sale of weapons, cruelty or abuse), discriminatory (e.g., based on race, sex, religion, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse or computer hacking), offensive, threatening, profane, libellous, defamatory, harassing or otherwise contrary to the Olympic values of excellence, respect and friendship.

3.6 Without prejudice to Section 5.5 of these Terms of Use, you acknowledge and agree that you will not be entitled to any compensation or payment, neither for the assignment of the rights in and to the User Contents (as per Section 3.1), nor for the authorisation to use your Image (as per Section 3.3), regardless of how such User Contents and/or Image are used by us or any third party authorised by us.

3.7 If you have not reached the age of majority under the applicable national laws and regulations of your country of residence, you confirm and warrant that (i) you are at least 13 years old and (ii) your parent or legal guardian has expressly consented to this Section 3, in particular the assignment of your rights on the User Contents (according to Section 3.1) and the authorisation to use your Image (as per Section 3.3).

3.8 This Section 3 is without prejudice to the provisions of Section 2 above. Therefore, the Olympic Properties and Protected Contents shall be excluded from the assignment of rights according to Section 3.1 and from the warranties given as per Section 3.4.

---

#### **4. Authorized use of the User Contents**

4.1 Without prejudice to the provisions of Section 3 above, we grant you a limited, non-exclusive, royalty-free and revocable right to use the User Contents (the “**License**”). Your use of the User Contents according to the License shall always, and you warrant that it always will, comply with these Terms of Use (in particular Section 4.2 below), the Terms of Service, the Privacy Policy, any applicable law and, if applicable, any terms and conditions of third parties.

4.2 According to the License, you are authorised to make exclusively private and personal uses of the User Contents and to post the User Contents on social media, provided that:

- you shall never use the User Contents for any promotional and/or commercial activities or purpose;
- you shall not share, publish or post the User Contents on social media platforms, digital media account, applications and/or websites of others (only yours as an individual);
- you shall always use the User Contents featuring the logo of the Foundation (as automatically included in the User Contents by the App);
- your use of the User Contents shall not be, and shall not promote activity that is, sexually explicit, obscene, pornographic, violent, discriminatory, illegal, offensive, threatening, profane, libellous, defamatory or harassing;
- your use of the User Contents shall not (i) violate the privacy rights or rights of publicity of any person or impersonate or otherwise misrepresent affiliation, association, or connection with, any person or entity; (ii) infringe any intellectual property right, or other rights belonging to us or any third party; (iii) disclose any confidential information or another person’s or entity’s private information; or (iv) violate security measures;
- in the event you post User Contents on social media, you shall always comply with the terms and conditions applicable to such social media (including age requirements); and

- your use of the User Contents must comply with the Olympic values of excellence, respect and friendship.

4.3 We can revoke the License granted to you for the use of the User Contents at any time and at our absolute sole discretion. In particular, the License will be revoked where the User Contents and/or any use of such User Contents do not comply with these Terms of Use. In this respect, you understand and agree that we can, and where applicable you expressly authorise us and any third party acting on our request to, take down any User Contents shared and/or posted on social media (by you or any third party). Furthermore, where we, or any third party acting on our request, request you to stop a specific use of the User Contents, you agree to do so immediately. In the event the License is revoked, you shall then immediately stop using the User Contents, in any manner of form whatsoever, including removing all User Contents from any and all social media platforms.

---

## 5. Competition

5.1 Organization: In the framework of the exhibition “SPORT X MANGA”, we are organising a free of charge competition on our social media platforms Instagram and Facebook (the “**Competition**”) for the users of the App.

5.2 Participation: Subject to Section 5.3, every user of the App which (i) have reached the age of majority under the applicable national laws and regulations of his/her country of residence or (ii) which are between the age of 13 years old and the age of majority described in (i) with the prior consent of his/her parent/legal guardian, is eligible to participate in the Competition.

In order to take part in the Competition, you shall post the User Contents on the social media platforms Instagram or Facebook with the hashtag “#olympicmuseum”. In doing so, you will automatically participate in the Competition.

5.3 Exclusion: You will be excluded from taking part in the Competition if:

- you breach these Terms of Use, the Terms of Service, the Privacy Policy, the terms and conditions of Facebook and Instagram and/or any applicable law; or
- you are an employee of the Foundation, of the IOC or of the IOC affiliates; or
- you have been directly or indirectly linked to the design, production or management of the App and/or the Competition.

5.4 Selection of winners: We will select three (3) winners of the Competition at the end of each month (from 18 March 2021 until end of November 2021) on the basis of the following criteria:

- Creativity of the User Contents
- Originality of the User Contents
- Staging of the User Contents
- Number of likes received.

If the User Contents you posted on the social media platforms Instagram or Facebook (with the hashtag “#olympicmuseum”) is selected, you will receive a notification (via Instagram or Messenger) informing you that you are one of the winners of the Competition.

5.5 Prizes: The prizes offered to the winners of the Competition will be clearly announced each month in our social media platforms Instagram and Facebook.

If you are among the winners of the Competition, you shall collect your prize directly from The Olympic Museum shop (located at Quai d’Ouchy 1, 1001 Lausanne, Switzerland) until end of November 2021. You will receive your prize upon presentation of the notification you received (via Instagram or Messenger) as one of the winners of the Competition. The prizes will not be sent by post.

To the fullest extent permitted by law, we give no representation or warranty with respect to the prizes provided to the winners of the Competition, in particular, we give no warranty with respect to the quality of the prizes or their suitability or fitness for any purpose. If your prize has a material defect, you should return it to The Olympic Museum shop in its original packaging within 5 days from the date you collected the prize. It is your responsibility to verify the good state of the prize immediately upon receipt.

We shall not be responsible or have any liability related to the Competition, including any loss or damage sustained due to the award of the prize, its acceptance, its possession, its use or misuse or from your participation in the Competition.

5.7 Modification: We reserve our rights at our absolute discretion to modify, extend, suspend or cancel the Competition (including changing the prizes, the value of the prizes and/or the number of the prizes) at any time, without prior notice and without compensating or indemnifying you in any manner or form whatsoever.

## **6. Protection of personal data**

We do not collect any data aimed at directly identifying you (“**Personal Data**”) when you use the App.

When you post your photos and videos created through the App on social media platforms Instagram or Facebook with the hashtag “#olympicmuseum” and in order to participate in the Competition, we (the Foundation jointly with the IOC) may process personal data, acting together as joint controllers, in accordance with the present Terms of Use, which complement the terms of our Privacy Policy accessible here: <https://www.olympic.org/privacy-policy>.

We collect the following categories of Personal Data:

- Social media ID;
- User Contents (in particular photos, videos and associated comments posted on social media); and
- Messages exchanged between us and the Competition winners on social media.

When your User Contents refer to or identify other persons, you undertake to inform them of the Personal Data processing activities that we will carry out and you agree to obtain their consent prior to posting the User Contents on social media.

We process the abovementioned Personal Data for the following purposes:

1. Access to social media accounts;
2. Monitoring and the possibility to take down User Contents on social media platforms/accounts;
3. Contacting winners of the Competition and awarding prizes;
4. Creation of educational and/or promotional content that could include User Contents (in whole or in part), in particular videos or pictures posted on social media.

Some of these processing activities will be carried out by a communication agency acting on our behalf as our data processor.

We will not retain your Personal Data for longer than necessary for the above-mentioned purposes and as authorised by applicable laws. We will apply appropriate technical and organisational measures to protect Personal Data against destruction, loss, theft or unauthorised processing.



We will process Personal Data based on the necessity to allow the participation of users (including you) in the Competition, the legitimate interests to run the Competition, and, for any other purpose to which users may expressly agree, the consent of users.

To object to the processing of your Personal Data, to request a restriction of such processing, to withdraw your consent or to request access, deletion or correction of any erroneous or incomplete data, to exercise your data portability right or for any question related to the Competition, you can [contact us through the following portal](#). You can also contact our data protection officer at the following address:

Data Protection Officer  
International Olympic Committee  
Château de Vidy, 1007 Lausanne, Switzerland

---

## **7. Changes to the App**

You understand and agree that the App, in particular its layout and features, may change from time to time. Also, you understand and agree that we may discontinue temporarily or permanently operating the App or any features within the App at any time (at our sole discretion and without prior notice).

---

## **8. Suspensions of the App**

We may (but do not have to) stop you from capturing, registering, transmitting, sharing and/or posting User Contents or otherwise from using the App if we objectively consider that, for any reason, you are not using the App and/or the User Contents appropriately or that you are not complying with these Terms of Use. In particular, we may suspend or prevent your, or anyone's, use of the App for legal reasons, to enforce these Terms of Use, to prevent any kind of illegal or dangerous conduct or to protect the rights, property or safety of the Foundation, the IOC, the IOC affiliates, other users of the App and/or the public.

---

## 9. Keeping your password and your smartphone safe

You are responsible for any password required to access and use the App and liable for any actions taken by anyone using your password(s) or the App on your smartphone. We are not responsible for any damage arising from your failure to comply with these requirements.

---

## 10. Restrictions to use the App

10.1 These Terms of Use contain certain restrictions on how users are allowed to use the App. These limitations comply with legal requirements and aim to protect the users of the App (including you) and third parties from abuses and to make the use of the App the best possible experience for all users. We may need to change these Terms of Use from time to time and reserve the right to do so, at our absolute discretion and without prior notice. No abuse of our App will be tolerated. If you do not comply with these Terms of Use, it may lead to a temporary or permanent suspension or prevention from using the App (as per Section 8 of these Terms of Use).

10.2 Your use of the App is at your own risk and you are responsible for ensuring that your use of the App complies, at all times, with these Terms of Use and all applicable laws (in particular in Switzerland and in your country of residence or use). In this respect, you agree to abide by the following restrictions:

1. **Age restrictions:** As set out in the preamble of these Terms of Use, you must not use this App if you have not reached the age of 13 years old (at least). You must also not use this app if (i) you are between the age of 13 years old and the age of majority under the applicable national laws and regulations of your country of residence and (ii) your parent or legal guardian has not duly consented to your use of the App in accordance with the terms and conditions set forth herein. In addition, you are not authorised to post User Contents on social media platforms if you do not comply with the terms and conditions for the use of such platforms, including age requirements.
2. **Unlawful use:** You must not use the App for any unlawful purposes or to do anything illegal or to record any illegal activities. You have to comply with all applicable laws regarding online behavior and what is acceptable to capture, register, transmit, share and/or post audiovisual content whenever and wherever you are using the App.
3. **Unauthorized access:** You shall not do any of the following while accessing or using the App: (i) access our computer systems or the technical delivery systems of anyone

providing the App; (ii) probe, scan or test the vulnerability of any system or network or breach or circumvent any security or authentication measures relating to the App; (iii) attempt to access or search the App or any content by any means (automated or otherwise) other than through normal use of the App; or (iv) interfere with or disrupt the access of any user, host or network, or attempt to do so.

4. **No reproduction:** Unless as expressly authorized according to these Terms of Use, you shall not reproduce, duplicate, copy, sell, trade or resell the App, its content, its design and look or any information taken from the App. You are not entitled to change the App, its features, its design and look or any information or to reproduce, store, link, frame or deep-link it on any other App or in any other medium or format without our prior express consent (save where authorized by these Terms of Use). Further, you shall not use the App for promotional purposes, to make money, for financial benefit or otherwise commercially in any circumstances.
5. **No malicious software and content:** You shall not provide any malicious content intended to damage or disrupt our or any other user's browser or computer or to compromise any user's privacy. Furthermore, the User Contents must not contain any virus, Trojan horse, worm, time bomb, cancelbot or other similar harmful programming routine.
6. **Respect for other people:** You must not capture, register, transmit, share or post User Contents or use the App in a way that might distress or intimidate any other person or might amount to bullying. You must not capture, transmit and/or disclose or upload other people's personal information without their permission. This means that you should tell other people who appear in the User Contents that you are going to register, transmit or share the User Contents or that you are going to post the User Contents on social media and ensure that they agree (according to Section 3.4) before doing so.

---

## 11. The internet is not secure

While we (including our subcontractors) will take reasonable efforts to protect the operation of the App and any content and personal information, we cannot guarantee that the operation of the App or any transmission of content and personal information will be secure, uninterrupted or error free and shall not be liable in any way in this respect.

---

## **12. Other sites and apps**

The App may contain links to third-party apps, digital platforms or websites or materials supplied by, or contained on, any third-party app, digital platform or website which is linked from, or to, the App. We do not accept any responsibility or liability for:

1. the availability or accuracy of such apps, digital platforms, websites or materials; or
  2. the content, products or services on, or available from, such apps, digital platforms, websites or materials. Links to such apps, digital platforms, websites or materials do not imply that we approve them or how they operate. If you access other apps, digital platforms, websites or materials, you do it at your own risk.
- 

## **13. No guarantee of use**

We provide the content and functions of the App in good faith, but your access to and use of the App is at your own risk. We (including our subcontractors) operate the App on an “as is” and “as available” basis without representation or warranty of any kind, whether express or implied. We cannot promise that the App will be up-to-date or free from viruses, trojans or other harmful or malicious programs. We will not be responsible or liable for any harm to your smartphone, loss of data or other harm resulting from your access to or use of the App or for the deletion of, or the failure to store or to transmit, any content or personal information.

---

## **14. Liability**

14.1 By agreeing to these Terms of Use, you acknowledge and agree that the Foundation and the IOC (including, for the purpose of this Section 14, their respective directors, representatives, officers, employees, agents, partners, subcontractors, affiliates and licensors) shall, to the extent permitted by applicable law, in no way be responsible or liable for any losses or damages you suffer as a result of your use of the App and/or the User Contents or otherwise in relation with the App, the exhibition “SPORT X MANGA” and/or these Terms of Use, whether direct, indirect, incidental, special, consequential or punitive, including without limitation loss of profits, data, use, goodwill or other intangible losses, including, without limitation, where it results from:

- your access to or use of, or inability to access or use, the App;
- the use of any User Contents;
- any unauthorized access, use or changes of the User Contents; and
- the acceptance, possession, use or misuse of any prize for the winners of the Competition or from participation in said Competition.

To the maximum extent permissible under applicable laws, you waive any claim you may have now or in the future against the Foundation and the IOC.

14.2 Your use of the App requires one compatible devices (smartphone), internet access and certain hardware and software and may require containing updates or upgrades from time to time. You agree that your ability to use the App may be affected by the performance of such materials and that such system requirements are under your responsibility as well as all costs incurred by their use including your internet or data service providers charges.

14.3 Except where expressly mentioned otherwise, links provided on the App to any third party apps, digital platforms, websites or services, or to offers for third party products or services, shall not be interpreted as a recommendation or endorsement by us.

14.4 You agree to defend, indemnify and hold the Foundation and the IOC harmless from and against any claims or damages (including legal fees) arising in connection with your violation of the present Terms of Use (in particular unauthorized uses of the App and/or the User Contents). This defense and indemnification shall survive the present Terms of Use and your use of the App.

---

## **15. Miscellaneous**

15.1 No action from our part, other than a written waiver or amendment, may be construed as a waiver or amendment of these Terms of Use.

15.2 These Terms of Use, together with the Terms of Service and the Privacy Policy represent the entire and exclusive agreement between you and us regarding the use of the App.

15.3 In the event that any Section of these Terms of Use is held to be invalid, illegal or unenforceable, such Section shall be interpreted so as to reflect its aim/intended purpose as

closely as possible, to the maximum extent permitted by applicable laws. The other Sections of these Terms of Use shall remain valid and binding.

15.4 These Terms of Use are made available in English and French. In case of discrepancy between these versions, the English version shall prevail.

---

## **16. Governing law and jurisdiction**

These Terms of Use and your use of the App and/or the User Contents shall in all respects be interpreted and governed by the law of Switzerland, without reference to its conflict of laws rules. Any dispute arising from or in connection with these Terms of Use (in particular any breach thereof) or otherwise with your use of the App or the User Contents which cannot be settled amicably, shall be submitted to the exclusive jurisdiction of the ordinary courts competent in Lausanne (Switzerland).

---

Version: March 2021