



INTERNATIONAL
OLYMPIC
COMMITTEE

PHOTOGRAPHERS' UNDERTAKING FOR THE OLYMPIC GAMES TOKYO 2020

Lausanne, September 2019

These terms shall apply to any Accredited photographer (the "Photographer") for the Games of the XXXII Olympiad Tokyo 2020 ("Tokyo 2020"). The Photographer will receive an Accreditation and benefit from the access granted pursuant to it, upon: (i) providing this Photographers' Undertaking duly signed at the Photographer's Help Desk in the Main Press Centre in Tokyo and (ii) 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 AWPP 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 Photographer acknowledges and agrees:

1. To act in conformity with the [Olympic Charter](#) all other guidelines made available by the IOC through www.olympic.org may apply, including, without limitation, the "IOC Social and Digital Media Guidelines for Persons accredited to the Olympic Games Tokyo 2020" and the "IOC Guidelines for Editorial Use of the Olympic Properties by Media Organisations", as updated from time to time. It is prohibited to use any of the Olympic Properties except as contained within the Photographs. Notwithstanding the preceding, use of the Games Marks shall be in strict accordance with the principles contained within the preceding Editorial Use guidelines.
2. That any images captured, depicted or taken by the Photographer at the Games (the "Photographs"), including those of athletes competing within any Olympic Venue, shall only be used for **bona fide news services and for still photographic editorial purposes only** and shall **not be used for advertising or any other commercial or promotional purpose**, in any manner format, media or technology, whether now existing or created in the future, unless with the IOC's prior consent;
3. That the use, authorisation to use or dissemination in any manner or form of moving images captured, depicted or taken by Photographer at the Games, in any manner, format, media or technology, whether now existing or created in the future and whether such use is commercial or non-commercial, is strictly prohibited;
4. That the Photographer is excluded from the copyright assignment and licence terms included in the OIAC, in respect to images created within, from or of an Olympic Venue, exclusively when acting in a Media Capacity;
5. That failing to provide this signed Photographers' Undertaking will lead to the photographer not being granted a Photographers' Armband or Photographers' Vest, without which they will not be permitted entry into any photo position in any Olympic Venues;
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, the OIAC and any other access to any Olympic Venues, as well as access to Olympic Content by non-AWPP, for the Games Period and future editions of the Olympic Games and/or Youth Olympic Games, in the event of any breach of these Terms and Conditions;
7. 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 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 at Lausanne, Switzerland, and the language shall be English; and
8. 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.
 - "AWPP" means Accredited Written and Photographic Press
 - "CAS" means the Court of Arbitration for Sport.
 - "Games" means the Olympic Games Tokyo 2020, to be celebrated in Tokyo 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.
 - "Olympic Material" means sounds or images originated from or produced of any Olympic Event, in each case regardless of the source.
 - "Games Period" means the period from the opening of the Olympic Village, 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 any accredited personnel acting as journalists, reporters or in any other related media capacity while they are at the Games and during the Games Period.
 - "MPC" means the Main Press Centre.
 - "News Organisation" or "NORG" 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.
 - "OIAC" means the Olympic Identity Accreditation Card, whose terms apply to persons accredited to Tokyo 2020, which remains the property of the IOC and can be withdrawn, with immediate effect, at the IOC's sole discretion.
 - "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 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 Games Marks, 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 Venues" shall include all venues which require an Olympic accreditation card or ticket to gain entry, including the Olympic Village, the Village Plaza, the competition venues, the training and practice venues, the Olympic Park, 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.
 - "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 Plaza from the opening of the Olympic Village, on 14 July 2020 until the day before the Opening Ceremony of the Games on 24 July 2020.
 - "Village Plaza" means the plaza 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.

Read and agreed by Photographer,

Signature: _____
 Full name: _____
 Date: _____
 Media _____
 Organisation _____

[END OF DOCUMENT]