



NARs UNDERTAKING FOR NON-ACCREDITED BROADCASTERS – BEIJING 2022

The unaccredited Non-RHBs and the affiliated and subscribing entities of the News Agencies (the “**NARs Requestors**”) requiring access to Olympic Material and/or Archive Olympic Material for the exclusive purpose of reporting on the Games during the Games Period, and in strict accordance with the News Access Rules applicable to the XXIV Olympic Winter Games Beijing 2022 (“**NARs**”), may benefit from access to Olympic Content only upon complete and express prior acceptance of the terms and conditions set out in this “**NARs Undertaking**”, and in conjunction with any additional specific terms the IOC may put in place for this purpose.

TERMS AND CONDITIONS

During the Games Period, and with respect to the Games, the NARs Requestor acknowledges and agrees:

1. To act in conformity with the NARs and the Olympic Charter and all other guidelines made available by the IOC through www.Olympics.com that may apply, including, without limitation, the “*Photographers’ Undertaking*”, and the “*Guidelines for Editorial use of the Olympic Properties by Media Organisations*”.
2. That the IOC, Beijing 2022 and third-party entities appointed by the RHBs will monitor compliance with this NARs Undertaking (including the terms of the NARs, Olympic Charter and other applicable guidelines).
3. That in the event of any breach or non-fulfilment of this NARs Undertaking, the IOC reserves the right (without limiting any other remedy or sanction available to it), at its sole discretion, to immediately request, without notice, the RHB or News Agencies concerned to cease granting access to Olympic Content to the NARs Requestor for the Games Period and future editions of the Olympic Games and/or Youth Olympic Games.
4. **That this duly signed NARs Undertaking shall be returned to the corresponding local RHB(s) or News Agencies either by email or by post. Olympic Content will be provided by the RHB or News Agency concerned only upon receipt of this signed NARs Undertaking.**
5. To indemnify, defend, and hold harmless the IOC, Beijing 2022 and the RHBs from any damages resulting from, or linked to, a breach of this NARs Undertaking.
6. That NARs Requestors shall credit local RHBs in connection with their use of Olympic Material, in the manner and form as determined by the local RHB. Likewise, the IOC shall also be credited in connection with the use by NARs Requestors of Archive Olympic Material.
7. That any dispute, controversy or claim arising from or in connection with the execution or interpretation of this NARs Undertaking 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, for which the seat of arbitration shall be at Lausanne, Switzerland, and the language shall be English.
8. That the capitalised terms used in this NARs Undertaking have the meaning set out within this document or as provided in Chapter VIII – Definitions of the NARs.

Full name of the NARs Requestor

organisation: _____

Read and agreed by the NARs Requestor:

Signature: _____

Full name: _____

Title: _____

Date: _____