

PHOTOGRAPHERS' UNDERTAKING FOR THE 4th WINTER YOUTH OLYMPIC GAMES GANGWON 2024

19 JANUARY – 1 FEBRUARY 2024

These terms shall apply to any accredited photographer (the “**Photographer**”) for the Games. 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 MPC 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 YOG Content for the exclusive purpose of reporting on the Games during the Games Period.

TERMS AND CONDITIONS

During the Games Period 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 <https://olympics.com/ioc/documents/olympic-games/youth-olympic-games> may apply, including, without limitation, the “*IOC Social and Digital Media Guidelines for Accredited Individuals to the Youth Olympic Games Gangwon 2024*” 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. Without prejudice to the foregoing, use of the YOG Marks shall be in strict accordance with the principles contained within the above-mentioned Editorial Use Guidelines.
2. That any images captured, depicted or taken by the Photographer at the Games, including photographs of athletes competing within any YOG Venue (the “**Photographs**”), 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 written 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 YOAC, in respect to images of, created within or from an YOG 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 YOG 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 YOAC and any other access to any YOG Venues, as well as access to YOG 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 these Terms and Conditions, 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 Code of Sports-related Arbitration. Unless the parties agree otherwise, the CAS Panel shall be composed of three arbitrators and the language of arbitration shall be English. The CAS Panel will decide the dispute in application of these Terms and Conditions, any other applicable IOC regulation and Swiss law; 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 YOG Material**” means any audio-visual and audio content from previous Youth Olympic Games.
 - “**AWPP**” means Accredited Written and Photographic Press
 - “**CAS**” means the Court of Arbitration for Sport.
 - “**Games**” means the 4th Winter Youth Olympic Games Gangwon 2024 to be celebrated in Gangwon, South Korea between 19 January and 1 February 2024.
 - “**Games Period**” means, for the purposes of these Terms and Conditions, the period from the opening of the Youth Olympic Village, on 15 January 2024, until the closing of the Youth Olympic Village, on 3 February 2024.
 - “**IBC**” means the International Broadcast Centre.
 - “**IOC**” means the International Olympic Committee.
 - “**Media Capacity**”: means any accredited person 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 to be established by Paris 2024 as a media complex for the purpose of E Accredited Media reporting on the Games.
 - “**NOCS**” means the National Olympic Committees, as recognised by the IOC.
 - “**Olympic Charter**” means the Olympic Charter dated 8 August 2021 (including its byelaws and

documents referred to therein), as may be amended from time to time.

“**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 - Communiter*” 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.

“**YOAC**” means the Youth Olympic Accreditation Card, whose terms apply to persons accredited to Gangwon 2024, which remains the property of the IOC and can be withdrawn, with immediate effect, at the IOC's sole discretion.

“**YOG Content**” means collectively YOG Material and Archive YOG Material.

“**YOG Event**” means any activity or event that occurs at an Olympic Venue during the Games or that is related to the Games, including, without limitation, training and practice sessions, sporting action, Opening, Closing and Victory Ceremonies, interviews, press conferences and any other activity that occurs or is originated at an YOG Venue.

“**YOG Marks**” means the official emblem, mascot, pictograms, cauldron and other identifications, designations, logos and insignia identifying the YOG Games, and does not include the standalone Olympic Symbol or other Olympic Games-related terminology.

“**YOG Material**” means sounds, or images originated from or produced of any YOG Event, in each case regardless of the source.

“**YOG Venues**” shall include all venues which require an Olympic accreditation card, ticket or areas that have non-ticketed public access, but which are Olympic areas containing the look of the Games branding and requiring security checks or other forms of controlled entry. YOG Venues include the Youth Olympic Village, the medal plazas, the competition venues, the training and practice venues, the IBC and the MPC and areas immediately surrounding any of the preceding.

“**Youth Olympic Games**” means those athletic competitions for youth aged from 15 to 18 that may be (i) combined with educational programmes on the Olympic values, the benefits of sport for a healthy lifestyle, the social values sport can deliver and the dangers of doping and of training to excess and/or of inactivity, and (ii) currently anticipated to be held, in the IOC's sole discretion, following the traditional cycle of four years.

Read and agreed by Photographer,

Signature:

Full name:

Date:

Media Organisation:

For questions on this Photographers' Undertaking, please contact: media.operations@olympic.org