NEWS ACCESS RULES APPLICABLE DURING THE GAMES OF THE XXXIII OLYMPIAD PARIS 2024

I. INTRODUCTION

1. PURPOSE AND PERIOD OF APPLICATION OF THIS DOCUMENT

These NARs contain the terms and conditions governing the use by Non-MRH of Olympic Content for the purpose of reporting on the Games during the Games Period (excluding the Opening Ceremony of the Olympic Games Paris 2024 for which specific news access rules apply).

2. LEGAL BASIS AND CONTEXT FOR THESE NARs

The IOC governs the Olympic Movement and owns the rights to the Olympic Games and all related events, including all intellectual property rights in and to the Olympic Games and all goodwill associated therewith, as well as all other rights, titles and interest of every kind and nature relating to the organisation and staging of the Olympic Games, including: (a) the media rights to the Olympic Games; (b) the admission to the Olympic Venues and conditions of access, including restrictions on creation and use of Olympic Content; and (c) any other form of exploitation, recording, representation, marketing, reproduction, access and dissemination thereof by any means or mechanism whatsoever, whether now existing or developed in the future. The IOC retains exclusively all rights in and to the Olympic Properties, whether explicitly protected under separate national legislation or protected under general legislation such as protection of names, trademarks, emblems or other identifiers or protection under general legislation such as protection of names, trademarks, emblems or other identifiers or protection under any other intellectual property rights.

The IOC has granted exclusive media rights to MRHs to Distribute the Games in their respective territories. Such exclusive rights must be respected. No other organisation may Distribute Olympic Content for reporting on the Games, other than as specifically permitted by these NARs.

These NARs are subject to applicable national laws and regulations. In the event that any provision of these NARs is declared unenforceable or invalid pursuant to any applicable national law or regulation, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Any use by Non-MRHs of Olympic Content for the purpose of reporting on the Games, other than as specifically provided herein and/or by any applicable national law or regulation, will be considered a violation of the IOC’s rights and may subject violators to legal liability under the relevant laws concerning copyright law, trademark law, criminal law, unfair competition, misappropriation and/or contract law, as applicable.

In certain cases, the IOC may agree to supplementary news access rules required by MRHs in relevant territories.

3. ACCESS TO OLYMPIC CONTENT

(i) Access to Olympic Material for the purpose of these NARs shall only be granted to Non-MRHs that have provided a signed NAR Undertaking, and at the Non-MRH’s technical cost, by:

- The MRHs in their respective territories, subject to agreement with such MRH and/or, IOC Official Recognised World News Agencies.

(ii) Access to Archive Olympic Material for the purpose of these NARs shall only be granted to Non-MRHs that have provided a signed NAR Undertaking, to the Content Licensing unit of IOC Television & Marketing Services and at the Non-MRH’s technical cost.

By accessing and using Olympic Content, the Non-MRH agrees to the terms and conditions of these NARs.

Access and use of Olympic Content shall immediately cease in the event of non-compliance by Non-MRHs with these NARs. Additionally, the IOC reserves, at its discretion, the right to take any additional action, including legal action, as appropriate, against any such Non-MRH.

No other entities, including Non-MRHs, shall have the right to provide access to and/or redistribute Olympic Content without the prior written consent of the IOC.

Access to and use of Olympic Content from any other sources is expressly prohibited, including any Olympic Material included within myInfo, with the exception of press conferences in accordance with Paragraph 2 of Section IV of these NARs.

II. RULES FOR TELEVISION

All use of Olympic Content by Television Non-MRHs shall be confined exclusively to Television News Programmes, Distributed solely via Television, as specified in this Section II and subject to the following restrictions:

1. AMOUNT OF OLYMPIC CONTENT

An aggregate maximum of six (6) minutes of Olympic Content may be used per day, per Television channel.

2. NUMBER OF NEWS PROGRAMMES, LENGTH AND SEPARATION OF NEWS PROGRAMMES (3X2X3):

a. Olympic Content may appear in no more than three (3) News Programmes per day;
b. No more than two (2) minutes of Olympic Content may be used in any one News Programme;
c. News Programmes must each be separated by a period of at least one (1) hour; and
d. For any individual Olympic Event, no more than i) one-third, or ii) 30 seconds, may be used in any one News Programme or

3. ALL-NEWS NETWORKS OR ALL-SPORT NETWORKS (6X6X6):

For All-News Networks or All-Sport Networks, an aggregate maximum of six (6) minutes of Olympic Content may be used per day, per Television channel. The restrictions applicable to the Distribution of Olympic Content are the following:

- Olympic Content may appear in no more than six (6) News Programmes per day;
- No more than one (1) minute of Olympic Content may be used in any one News Programme;
- News Programmes must each be separated by a period of at least one (1) hour; and
- For any individual Olympic Event, no more than i)

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<th>SUMMARY - USE OF OLYMPIC CONTENT IN TELEVISION-NEWS PROGRAMMES</th>
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<tbody>
<tr>
<td>Max. amount of Olympic Content per day:</td>
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<td>Min. time between News Programmes with Olympic Content:</td>
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1 List of MRHs available at olympics.com/ioc/mrhs/
III. RULES FOR RADIO & PODCASTS

All use of Olympic Content by Radio Non-MRHs shall be confined exclusively to Radio or Podcast News Programmes Distributed via Radio or the Internet (as applicable), as specified in this Section III, and subject to the following restrictions:

1. DURATION OF USE:
   Olympic Content may be edited into Radio News Programmes for a maximum period of forty-eight (48) hours following the completion of the relevant Olympic Event.

2. USE OF COMMENTARY FROM TELEVISION COVERAGE:
   Use pursuant to Paragraph 3 of Section IV below.

IV. GENERAL RULES

1. ACCESS TO OLYMPIC VENUES WITHOUT EQUIPMENT AND WITH NO RIGHT OF TRANSMISSION:
   Only professional audio/video equipment devices from OBS, IOC, MRHs and third parties authorised by the IOC, are permitted to film within Olympic Venues and Distribute Olympic Material. E Accredited Media, subject in each case to the applicable accreditation terms and conditions, may have access, without professional audio/video equipment, to Olympic Venues.

2. PRESS CONFERENCES:
   E Accredited Media are permitted to record press conferences at the MPC for their Distribution (including live) via any platform (including via the Internet) under the official branded services of the E Accredited Media, without any territorial restrictions. The IOC/Paris 2024 Daily Press Briefings will be downloadable from the Press Conferences section of myInfo.

   E Accredited Media may access the post competition press conferences at Olympic Venues, downloadable from the Press Conferences section of myInfo, for Distribution, entirely or in segments, via any platform (including via the Internet) under the official branded services of the E Accredited Media, without any territorial restrictions.

   The terms and conditions of these NARs apply mutatis mutandis to E Accredited Media's own coverage of official press conferences, as well as the use of Olympic Content sourced from myInfo. For the avoidance of doubt, sounds or images originating from or produced by E Accredited Media from the MPC are not subject to the limitations established in Section II for the Rules for Television and in Section III for the Rules for Radio.

3. NO USE OF COMMENTARY AND OTHER FEATURES:
   In particular, but not limited to, Radio Distribution, within the exception of the OBS international feed (including the Olympic Channel News highlights) and myInfo, any use of Olympic Content in accordance with these NARs excludes the use of any announcer descriptions, commentary, feature materials and interviews appearing or otherwise incorporated into the relevant Olympic Content, whatever the source, unless the appropriate clearances have been obtained from the corresponding MRH prior to any such use.

4. NO GIFS, PLAY-BY-PLAY COMMENTARY OR OTHER ANALOGOUS COVERAGE:
   The following are prohibited: (i) Distribution or any other kind of exploitation via any type of platform of any play-by-play commentary; (ii) Olympic Content transformed into graphic animated formats such as animated GIFs (i.e. GIFV), GIF', WebM, or other sorts of short video formats; and (iii) any other multiple-exposure still images with a refresh rate designed to simulate the look and feel of video or other analogous coverage of any Olympic Content, whether on a live or delayed basis.

5. NO ALTERATION OF OLYMPIC CONTENT:
   No use of Olympic Content permitted pursuant to these NARs shall alter or modify, by any means (including the imposition of any graphic elements on the Olympic Content), the factual reality of any Olympic Event, Olympic Venue or in respect to any participant (including his/her performance).

6. USE OF OLYMPIC PROPERTIES
   Any use of the Olympic Properties shall be in strict accordance with the principles contained within the “IOC Guidelines for Editorial use of the Olympic Properties by Media Organisations”.

7. NO COMMERCIAL ASSOCIATION
   Olympic Content must not be used in advertising or in any form of commercial content, or in connection with the promotion of any brand, product, service, unless expressly authorised by the IOC. No programme, including News Programmes containing Olympic Content may be positioned or promoted as Olympic or Games programmes, and no Olympic Content may be used in any promotion for any programme whatsoever. No Olympic Content (including its availability within any News Programme) may be advertised, marketed or promoted on any platform, including on Television, Radio, the Internet and any other interactive multimedia and/or wireless devices (including in any websites, apps or social media accounts) or otherwise without the prior written authorisation of the IOC. In particular, Olympic Content, and any News Programme containing Olympic Content, must not be used, marketed or promoted in a way that, in the IOC's view, suggests, creates or implies:
   a) any official or commercial association with the IOC, the Games, Paris 2024 or the Olympic Movement where no such association actually exists;
   b) that Non-MRHs, including, without limitation, their channels, services, News Programmes and other programmes, are recommended, approved or endorsed by the IOC, the Games, Paris 2024 or the Olympic Movement.

8. COURTESY CREDIT
   Non-MRHs using Olympic Material (including Olympic Material sourced from a News Agency) must credit the local MRH for the use of such Olympic Material. Likewise, a Non-MRH using Archive Olympic Material must credit the IOC for the use of such Archive Olympic Material. Credits must be in accordance with these NARs, as follows: for MRH, the MRH watermark must be retained for the duration of the clip. Otherwise, a superimposed video credit to the local MRH or the IOC (as applicable) must be added, for the duration of the clip, to read as follows: “Courtesy (Name of MRH)” or “Courtesy of the International Olympic Committee” (as applicable). Non-MRH shall not include its network watermark on Olympic Content.

9. NO INTERNET USE:
   Other than Permitted Simulcast Transmission as specifically permitted in Paragraph 6 of Section II (or Television) or in Paragraph 3 of Section III (for Radio) or as permitted with respect to press conferences as under Paragraph 2 of Section II, Olympic Content may not be distributed on the Internet or via any other interactive media and/or wireless platforms and devices. This includes the prohibition of the Distribution, as well as any other exploitation of Olympic Content via any interactive services, including on services such as “news active” or “sports active”, or any other related video-on-demand services, which would allow the viewer to make a viewing
choice within a channel and to thereby view Olympic Content at times and in programs other than as specifically permitted in the above-referenced Sections.

10. GEO-BLOCKING AND OTHER SECURITY MEASURES:
Without limiting any provisions of Section II and III, any additional usage of Olympic Content, whether pursuant to these NAR, any applicable law or regulation (e.g. “Fair Dealing” provisions) or otherwise, via any platform, including, without limitation, via Television, Radio, the Internet or any other interactive media and/or wireless platforms and devices, must in all cases be restricted, by using Geo-blocking and other Security Measures (subject to natural overlap within the骨位制), to persons located in the territory from where the relevant News Programme is transmitted by means of Television or Radio.

11. FAIR USE, FAIR DEALING OR ANY OTHER COPYRIGHT LIMITATIONS:
Should any fair use, fair dealing or other copyright limitations or similar provisions contained in any applicable national law permit the use by Non-MRHs of Olympic Content, in such cases the total of six minutes per day referred to in Paragraph 3 of Section II will be included within the minimum permitted by such fair use, fair dealing or other copyright limitations or similar provision, and not in addition to it.

V. INFRINGEMENTS AND MONITORING

1. MONITORING OF COMPLIANCE
The IOC, Paris 2024 and the MRHs will monitor for compliance with these NAR.

2. REVOCATION OF PERMIS SIONS TO ACCESS OLYMPIC VENUES AND USE OLYMPIC CONTENT
In case of breach of those NARs, the IOC shall notify the E-Accredited Media the opportunity to participate in a meeting with the IOC at the MPC to express its position. Depending on the circumstances, the IOC may suspend the E Accredited Media's access to any Olympic Venues until further notice. E Accredited Media shall be given a maximum of 24 hours as of the meeting with the IOC to cure the breach or demonstrate to the satisfaction of the IOC that it is not in breach of the NARs. Failing this, E Accredited Media's accreditation and any other access to any Olympic Venues, as well as further access to Olympic Venues during the Games (or future editions of the Olympic Games) may be revoked. Such actions by the IOC shall be without prejudice to possible legal action and/or claim for damages by the IOC.

3. DISPUTE-RESOLUTION
Any dispute, controversy or claim arising from, or in connection with, these NARs, not resolved after exhaustion of the legal remedies established by the IOC, and which cannot be settled amicably:
(i) 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 Arbitration Rules applicable to the CAS ad hoc division for the Olympic Games; or
(ii) if outside of the Games Period, 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 the rules applicable to the CAS and the Ad Hoc Division for the Olympic Games, respectively, as it may apply, including, without limitation, and as updated from time to time:

Should any fair use, fair dealing or other copyright limitations or similar provisions contained in any applicable national law permit the use by Non-MRHs of Olympic Content, in such cases the total of six minutes per day referred to in Paragraph 3 of Section II will be included within the minimum permitted by such fair use, fair dealing or other copyright limitations or similar provision, and not in addition to it.

VI. OTHER APPLICABLE IOC GUIDELINES

In addition to the terms and conditions included in these NARs, other guidelines made available by the IOC through olympics.com/ioc/documents/olympic-games/paris-2024/ internet-distribution-requirements/ include, as updated technology permits:

• the “IOC Social and Digital Media Guidelines - Games of the XXXIII Olympic Paris

2024” (applicable to individuals accredited to the Games); and

• the “IOC Guidelines for Editorial use of the Olympic Properties by Media Organisations”.

VII. CONTACT INFORMATION
For any issue related to these NARs, including their interpretation and implementation, or reporting on infringements, please contact: nocps@recesslesolympic.org

For Archives Olympic Material, please contact the Content Licensing unit of IOC Television & Marketing Services via myInfo@olympics.com

VIII. DEFINITIONS

The Capitalised terms used in these NARs have the meaning set out here below.

“All-Sport Network” means a channel which has news as its sole or predominant content.

“All-Sport Network” means a channel which primarily or predominantly focuses on sports-related programming, including in particular live and recorded event telecasts, sports news and talk shows.

“Archive Olympic Material” means any audio-visual and audio content from previous Olympic Games.

“Clipped” means the Court of Arbitration for Sport.

“Distribution” or “Distributed” means, as applicable, the broadening, extending, enlarging, reproduction, broadcast, exhibition, transmission, rerun, rerun, display, making available, projection or performance of an audio or audiovisual programme, as applicable, for display or reception on a television screen, audio or video recording, audio or video transmission, over a connected TV, IP streaming device, set-top box, mobile, handheld, tablet, device, radio or other form of display or reception device, whether now existing or developed in the future. For the avoidance of doubt, “distribution” and “distributed” shall be construed accordingly.


“Games” means the Games of the XXXIII Olympic Paris 2024, to be celebrated in Paris, France, between 26 July to 18 August 2024.

“Games Period” means, for the purposes of these NARs, the period from the opening of the Olympic village, on 18 July 2024 until the closing of the Olympic village, on 13 August 2024.

“Games Rights” means “Olympic Charter” means the Olympic Charter dated 8 August 2021 (including its by-laws and documents referred to therein), as may be amended from time to time.

“Games Rights” means collectively Olympic Material (including audio visual material available on rights) and Archive Olympic Material.

“Olympic 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 or event 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 National Olympic Committees, whose entries have been accepted by the IOC, competing under the technical direction of the International Sports Federations concerned, and they consist of the Games of the Olympic and the Winter Games.

“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 organizations, athletes and other persons associated with an Olympic Event, as determined by the principles of the Olympic Charter.

“Olympic Property” means the Olympic Symbol, the worldmark “Olympic”, “Olympic Games” and “Olympiad”, the Olympic motto “Citius, Altius, Fortius - Committente” and any English or other language translations of the same, and other Olympic-related terminology, as well as the official emblem, mascot, pictograms, cauldron and other identifications, designs and inscriptions identifying the Games.

“Olympic Symbol” means the five interlaced rings that identify the Olympic Movement.

“Olympic Venues” shall include all venues which require an Olympic accreditation card, ticket or other areas that have not-ticketed public access, but which are Olympic areas containing the look of the Games brevity and requiring security checks or other forms of controlled entry. Olympic Venues include the Olympic village, the competition venues, the training and practice venues, IOC and NPC and areas immediately surrounding any of the preceding.

“Paris 2024” means the Paris Organising Committee for the 2024 Olympic and Paralympic Olympic Games.

“Permitted Simulcast Transmission” means the Simulcast of a Televised Radio-Relay-originated News Programme of a Non-MRH that is authorised to use Olympic Content pursuant to and in accordance with these NARs in their entirety, provided that such News Programme is appropriate to use by the IOC and in accordance with the Code of Sports-related Arbitration.

“Period of the Games” means the time during the Games Period when the Games are taking place.

“Press Accreditation” means a letter of accreditation authorising persons accredited to the Games to enter Olympic Venues.

“Press Accreditation” means the signed undertaking, in accordance with the Code of Sports-related Arbitration, that an accredited individual, or an entity to which the Accreditation has been delivered, will not engage in any activity, event or possession that is not covered by the Olympic Charter or the Olympic Movement.
branded Internet services of the Non-MRH; and (ii) employs Geo-blocking and other Security Measures in a manner which complies with the Internet Distribution Requirements established under Paragraph 10 of Section IV of these NARs.

"Podcasts" means audio News Programmes, regularly scheduled, that are stored in digital form and accessible via the Internet or a computer or mobile device, typically available as a series.

"Radio" means the broadcast of linear audio programming by means of electronic signals via radio waves, intended for intelligible reception on conventional radios, cable radios and satellite radios. For the avoidance of doubt, Radio shall specifically exclude, without limitation, the Internet, audio downloading, video streaming and any other form of video-on-demand, Internet exhibition, exhibition via any interactive media and/or wireless platforms and devices (including mobile telephones, tablets or similar devices).

"Simulcast" means simultaneous and unmodified linear transmission via the Internet.

"Television" means the broadcast of linear audio-visual programming by means of electronic signals intended for intelligible reception on the screen of conventional television monitors. For the avoidance of doubt, Television shall specifically exclude, without limitation, the Internet, video downloading, video streaming and any other form of video-on-demand, Internet exhibition, exhibition via any interactive media and/or wireless platforms and devices (including mobile telephones, tablets or similar devices), home video and Radio.

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