

PHOTOGRAPHERS' UNDERTAKING FOR THE GAMES OF THE XXXIII OLYMPIAD PARIS 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 (the **"Terms and Conditions"**), 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 Games Period and in respect to the Games, the Photographer acknowledges and agrees:

1. To act in conformity with the Olympic Charter and all other guidelines made available by the IOC through <https://olympics.com/ioc/documents/olympic-games/paris-2024-olympic-games> or otherwise, that may apply, including, without limitation, the *"IOC Social and Digital Media Guidelines"* and the *"IOC Guidelines for Editorial Use of the Olympic Properties by Media Organisations"*, as updated from time to time (including with regard to their respective titles). It is prohibited to use any of the Olympic Properties except as contained within the Photographs. Without prejudice to the foregoing, use of the Games Marks shall be in strict accordance with the principles contained within the above-mentioned *"IOC Guidelines for Editorial Use of the Olympic Properties by Media Organisations"*;
2. That any images captured, depicted or taken by the Photographer at an Olympic Games, including photographs of athletes competing within any Olympic 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 OIAC, in respect to images of, created within, or from, 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 and/or remove, 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, these Terms and Conditions, not resolved after exhaustion of the legal remedies established by the IOC, and which cannot be settled amicably:
 - (i) if 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 these Terms and Conditions, any other applicable guidelines and/or regulation of the IOC 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 Photographers' Undertaking:
 - "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 Games of the XXXIII Olympiad Paris 2024, to be celebrated in and around Paris, France, between 26 July to 11 August 2024.
 - "Games Marks"** means the official emblem, mascot, pictograms, cauldron and other identifications, designations, logos and insignia identifying the Games, and does not include the standalone Olympic Symbol or other Olympic Games-related terminology.
 - "Games Period"** means the period from the opening of the Olympic village, on 18 July 2024, until the closing of the Olympic village, on 13 August 2024.
 - "IBC"** means the "International Broadcast Centre".
 - "IOC"** means the International Olympic Committee.
 - "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" to be

established by the organising committee for the Games 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.

"OIAC(s)" means the "Olympic Identity Accreditation Card(s)" delivered to persons accredited to the Games and whose terms apply to persons accredited to the Games, which remain(s) the property of the IOC and may be removed at any time, with immediate effect, at the IOC's sole discretion.

"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 Content" means collectively Olympic Material and Archive Olympic Material.

"Olympic Event" means any activity or event that occurs at an Olympic Venue during the Games Period 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 Olympic Venue.

"Olympic Games" means competitions between athletes in individual or team events and 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 "International Sports Federations" concerned; and they consist of the Games of the Olympiad and the Olympic Winter Games.

"Olympic Material" means sounds and/or images originated from or produced of any Olympic Event, in each case regardless of the source.

"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.

"Olympic Venue(s)" shall include all venues which require an OIAC, a guest pass or ticket to gain entry and any other 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. Olympic Venues include the Olympic village(s), the competition venues, the training and practice venues, the IBC, the MPC and areas immediately surrounding any of the preceding.

Read and agreed by Photographer:

Signature:

Full name:

Date:

Media Organisation: