

Terms of Service

These Terms of Service including other document referred to herein, as updated from time to time, apply to your use of the Services. In this context, the term “**Services**” refers to all digital services, such as websites, mobile applications, connected TV applications, newsletters, registration systems, online professional services and other business resources available via (i) the www.olympic.org website and all of its sections (including the Athlete 365 platform), (ii) the Olympic Channel website www.olympicchannel.com, as well as the corresponding mobile application and connected TV application; (iii) the Olympic Games Tokyo 2020 official website www.tokyo2020.org and mobile application, or (iv) the other digital properties managed by the International Olympic Committee (the “**IOC**”), alone or in cooperation with its affiliates and other organisations the IOC partners with (“**IOC Associates**”, as defined below in **WHO ARE WE?**).

Specific rules and additional terms (“**Additional Terms**”) may apply due to the nature and purpose of certain of our Services. This is for instance the case for certain online professional services and other business resources, systems for event registration (“**B2B services**”) or reporting mechanisms managed by the IOC. In such cases, these specific terms will be brought to your attention before you use the relevant Services and shall prevail over these Terms of Service in case of any inconsistency or contradiction.

For simplicity, the Terms of Service and any Additional Terms shall be collectively referred to below as the “**Terms**”.

WHO ARE WE?

When we refer to “we”, “our” or “us” in these Terms of Service, we are referring to the IOC and, where applicable, to the IOC Associates. When we refer to “you” or “your” we refer to you as user of the Services.

The IOC is a private, not-for-profit, international organisation recognized to be of public interest by the Swiss authorities and constituted in the form of a Swiss law association, having its registered office in Château de Vidy 1007 Lausanne, Switzerland. The mission of the IOC is to promote Olympism throughout the world, to lead the Olympic Movement and to ensure the regular celebration of the Olympic Games. To know more about the IOC, our goals and our activities, please consult the Olympic Charter and information provided on our website <https://www.olympic.org/about-ioc-olympic-movement>.

IOC Associates are either affiliates of the IOC, namely the Olympic Foundation for Culture and Heritage (the “**Foundation**”), the Spanish entity Olympic Channel Services S.L. (“**OCS**”) or other Olympic Movement constituents, including in particular the Tokyo 2020 Organising Committee for the Olympic and Paralympic Games (“**Tokyo 2020**”).

The Foundation was created by the IOC to promote Olympism in the areas of culture, heritage and education and it manages the Olympic Museum and the Olympic Studies Centre, in Lausanne, Switzerland.

OCS is an IOC affiliate which operates the Olympic Channel from Madrid, Spain.

Tokyo 2020 is the Organising Committee for the 2020 Olympic and Paralympic Games, as established by the Tokyo Metropolitan Government and the Japanese Olympic Committee with the specific mission to organise the Olympic and Paralympic Games Tokyo 2020 in Tokyo, Japan.

WHY SHOULD YOU READ THESE TERMS OF SERVICE?

Our Terms aim to inform you of the conditions under which you may use the Services and access, use, view and share the IOC Content (as defined below). By accessing and using the Services, you agree to be bound by these Terms. If you do not agree with these Terms, do not use the Services.

Please note that, if you access IOC Content (as defined below) via services operated by third parties, such as social media services, additional terms issued by such third parties may also apply.

We reserve the right to modify these Terms, at any time. When we make changes, we will revise the "last updated" date at the bottom of the Terms of Service and any change will be effective immediately upon posting. When we make changes to these Terms, we will adequately inform you in advance where such changes impact your rights as a user of the Services or where required by law. However, your continued use of the Services following the posting of changes shall constitute your acceptance of such changes. We encourage you to review the applicable version of these Terms whenever you use the Services.

1. WHAT CAN YOU FIND ON THE SERVICES?

1.1 IOC Content

In these Terms of Service, "**IOC Content**" refers to any audiovisual or other content, information or materials accessible through the Services such as texts, illustrations, artworks, graphics, data, moving and still images, sounds, music, or software. The IOC Content is protected by copyright, trademarks, or other proprietary rights and laws. All rights, including all intellectual property rights, or other proprietary rights in the Services, IOC Content, except for Your Content (as defined below), are owned by the IOC and/or IOC Associates, or licensed to us by the respective rights owners. All rights not expressly granted to you under the present Terms are reserved.

IOC Content may vary depending on the geographical location, or device from which you access the Services, or whether you have created a user account.

1.2 Your Content

Through the Services, you may be offered the possibility to provide feedback and interact with other users, by making comments or by making available other types of content ("**Your Content**").

You retain all ownership rights and are solely responsible for Your Content. By making available Your Content to us, however, you grant us a non-exclusive, royalty-free, worldwide, transferable, license (with a right to sublicense) to use, reproduce, display, distribute, make available and prepare derivative works of Your Content, in whole or in part, in any media formats and through any media now known or to be known, in connection with the IOC, IOC Associates and the promotion of the Olympic Movement. You also grant each user of the Services a non-exclusive, royalty-free, worldwide license to access Your Content through the Services and to use it in accordance with the present Terms. All licenses granted to us and the users of the Services in relation to Your Content shall continue indefinitely, unless you request that we remove Your Content from the Services.

2. WHO CAN USE THE SERVICES?

The Services are intended for users who are 13 years old (or older) and who are of legal age under the laws of their country of residence.

Most of our Services are available to the general public but access and use of certain B2B services may be limited to IOC's and IOC Associates' collaborators, consultants, Olympic movement stakeholders and other authorised third parties.

Your use of the Services is at your risk and you are responsible for ensuring that your use of the Services complies with applicable laws of your country of residence or use.

We reserve the right to terminate your access to the Services and your user account at our discretion, in particular if we believe that you do not comply with these Terms of Service.

3. HOW CAN YOU USE THE SERVICES?

We grant you a limited, revocable, non-exclusive, non-transferable and non-sub licensable, license to access and use the Services and IOC Content for informative purposes only, subject to any further conditions defined in any Additional Terms and provided that you comply with the Terms and in particular the following conditions:

- a) The Services cannot be used for advertising purposes, or in any manner implying an association between a third party, or a third party's product and services, and the IOC, the IOC Associates or the Olympic Movement, without our prior written authorization.
- b) Through available functionalities, you are authorized to share IOC Content for personal and non-commercial purposes only and in a manner otherwise consistent with these Terms;
- c) You may not upload or post on the Services any comment or other content that is unlawful, defamatory, violent, obscene, racist, discriminatory against any third party or otherwise contrary to the Olympic values;
- d) You may not use, or attempt to use, the Services or the IOC Content to commit any unlawful act or to defame, harass, insult or impersonate other users or third parties;
- e) Except as expressly provided in these Terms, you are not authorized to copy, archive, download, reproduce, modify, broadcast, communicate to the public and/or make available, the Services or any IOC Content, without our prior written authorization;
- f) You may not transfer, assign or sublicense any rights and licenses granted to you under the Terms, but our rights and obligations may be assigned by us without restriction.
- g) You may not alter or modify or circumvent any component of the Services, or attempt to do so, or encourage or assist any other person to do so;
- h) You may not launch any automated system, including without limitation, "robots," "spiders," or "offline readers," "virus", "worms", "Trojan horse", having the purpose or effect to detrimentally affect the Services;
- i) You may not collect or use any personal information about other users or third parties from the Services, nor use the Services for any commercial solicitation purposes;
- j) You may not facilitate or encourage any violation of these Terms of Service by third parties.

4. HOW CAN YOU CREATE A USER ACCOUNT?

Creating a user account is generally not required to access and use the Services and IOC Content, but some features and functionalities of the Services and some IOC Content may be available only to users who have registered with us and created a user account. On certain Services the creation of a user account may be subject to additional conditions or be reserved to IOC's and IOC Associates' collaborators, consultants, Olympic movement stakeholders and other authorised third parties.

You can create a user account by signing-up with us through the Services. Registration requires that you provide us with information about you in order to allow us keeping in touch with you. This information will be processed in accordance with our [Privacy Policy](#).

All information you provide in the registration process must be accurate and complete. You are responsible for the accuracy and completeness of the information provided, and for keeping your account username and password confidential, and for all activity that occurs under your account.

When you register, we will ask you to confirm that you agree with the Terms of Service, and that you have read and understood our [Privacy Policy](#).

5. WHAT INFORMATION DO WE COLLECT ABOUT YOU AND HOW DO WE USE IT?

When You access the Services and when you create a user account, we will collect certain information about you. Our [Privacy Policy](#) and our [Cookies Policy](#) provide more information about the information we collect and how we use it. For more information on how Tokyo 2020 collects and uses your personal information and cookie data, please see Tokyo 2020 privacy policy available on the [following link](#) and Tokyo 2020 cookie policy available on the [following link](#).

6. WHAT ELSE SHOULD YOU KNOW?

6.1 You agree to the following:

- a) We (including our officers, directors, employees, agents, affiliates and subcontractors) disclaim all liability for losses and/or damages caused by any unauthorized use of your user account and it is your responsibility to immediately notify the IOC of any breach of security or unauthorized use of your user account;
- b) Despite our efforts to provide accurate information and to prevent disruption caused by technical problems, the Services may contain technical mistakes, inaccuracies or typographical errors or be temporarily unavailable to you and we cannot be held liable for such occurrences;
- c) Your use of the Services requires one or more compatible devices, internet access and certain hardware and software and may require obtaining updates or upgrades from time to time. You agree that your ability to use the Services may be affected by the performance of such materials and that such system requirements are under your responsibility as well as all costs incurred by their use including your internet or data service providers charges;
- d) The Services, including all IOC Content, is provided to you "as is" and, to the fullest extent permitted by applicable law, we (including our officers, directors, employees, agents affiliates and subcontractors) disclaim all express or implied warranties in connection with the Services, IOC Content (including any link to any third party websites, and any offer of service or product made by third parties) and your use thereof. These disclaimed warranties include warranties of availability, fitness for a particular purpose;
- e) We reserve the right to modify, improve, update, suspend or terminate any functionality of the Services or any IOC Content, at our discretion and without notice;
- f) Except where expressly mentioned otherwise, links provided on the Service to any third-party websites or services, or to offers for third party products or services, shall not be interpreted as a recommendation or endorsement by us;
- g) Although we make our best efforts to reply to any questions asked or request made to us through the Services in a timely manner, we do not guarantee any specific turnaround time, reserve the right to refrain from answering any communication which does not comply with the present Terms of Service.

6.2 - To the fullest extent admissible under law, we (including our officers, directors, employees, agents, affiliates and subcontractors) shall not be liable to you or third parties for damages of any kind arising in connection with:

- i. Your access to or use of Services and any IOC Content, or of the websites linked to the Services;
- ii. any unauthorized access or use of our servers and/or any personal information or other information stored therein;
- iii. any errors or inaccuracies in the Content;
- iv. any delays, interruptions, failure, poor quality or limitations of any kind in transmissions from the Services or in the delivery or in the performance of services offered via the Services; and
- v. any bugs, viruses, or the likes which may be transmitted to or through the Service by any third party.

6.3 - You agree to defend, indemnify and hold the IOC and IOC Associates (including their respective officers, directors, employees, agents, affiliates and subcontractors) harmless from and against any claims or damages (including legal fees) arising in connection with your violation of the present Terms. This defence and indemnification will survive the present Terms and your use of the Services. You

further agree that the IOC and each of the IOC Associates may, invoke jointly or separately, any rights or protection afforded to them pursuant to these Terms towards you.

6.4 - No action from our part, other than written waiver or amendment, may be construed as a waiver or amendment of these Terms. If any provision of these Terms is found invalid or unenforceable, the remainder of these Terms shall remain valid and enforceable to the fullest possible extent under applicable law.

6.5 - The Terms shall be governed and interpreted by the laws of Switzerland, without reference to conflict of laws. Any dispute arising from or in connection with the execution or interpretation of these Terms or breach thereof which cannot be settled amicably, shall be submitted to the exclusive jurisdiction of the Courts of Lausanne, Switzerland.

These Terms of Service were last updated on 25 February 2020

International Olympic Committee, Château de Vidy, 1007 Lausanne, Switzerland.

Olympic Foundation for Culture and Heritage, Quai d'Ouchy 1, 1006 Lausanne, Switzerland.

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The Tokyo Organising Committee of the Olympic and Paralympic Games