UNDEARTING FOR “ENR” ACCREDITATIONS RECIPIENTS FOR THE GAMES OF THE XXXII OLYMPIAD TOKYO 2020, 24 JULY TO 9 AUGUST 2020

The News Organisation and their personnel receiving an ENR - IOC (the “Accredited Personnel”) for the Games of the XXXII Olympiad Tokyo 2020, may only benefit from the access granted as a holder of the Accreditation, 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 Non-RHBs of Olympic Content for the exclusive purpose of reporting on the Games during the Games Period.

TERMS AND CONDITIONS

During the Period of the Games and in respect to the Games, the Accredited Personnel acknowledges and agrees:
1. To act in conformity with the “NARs” and the Olympic Charter, all other guidelines made available by the IOC through www.olympic.org may apply including, without limitation, the “Photographers’ Undertaking”, the “IOC Social and Digital Media Guidelines, Games of the XXXII Olympiad Tokyo 2020” (the latter applicable to Accredited Personnel when acting in a private capacity) and the “IOC Guidelines for Editorial use of the Olympic Properties by Media Organisations”, as updated from time to time;
2. To be photographed, identified and/or otherwise recorded by Tokyo 2020, the IOC or third parties authorised by them, and that such photographs, films or recordings can be used in a commercial or non-commercial manner, without payment, for the maximum duration permitted by law, in any format and through any media, for the promotion of the Olympic Movement;
3. That the OIC are the property of the IOC and may be withdrawn at any time by the IOC, at its discretion;
4. That the News Organisation and its Accredited Personnel are excluded from the copyright assignment and licence terms included in the OIC, in respect to any photographs, films or recordings created within, from or of an Olympic Venue, exclusively when acting in a Media Capacity.
5. That the IOC, Tokyo 2020 and third entities appointed by the IOC are permitted to have access to the Olympic Villages, on 14 July 2020, until the closing of the Olympic Village, which will host a number of activities adjacent to but separated from the residential zone of the Olympic Villages, which will host a number of activities
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, any ENR - IOC and any other access to any Olympic Venues, as well as access to Olympic Content by non-accredited Non-RHBs, for the Games Period and future editions of the Olympic Games, in the event of any breach of these Terms and Conditions;
7. That this ENR Undertaking duly signed shall be returned, no later than 31 March 2020 to: IOC Media Operations either by email: media.operations@olympic.org or by mail: IOC Media Operations, International Olympic Committee, Château de Vidy, 1007, Lausanne, Switzerland. Failing to provide this signed ENR Undertaking in due time will imply that the Accreditations for your Accredited Personnel will not be validated for the Games.
8. To indemnify, defend, and hold harmless Tokyo 2020 and the IOC from any damages resulting from/to linked to a breach of this ENR Undertaking;
9. That any dispute, controversy or claim arising from or in connection with the execution or interpretation of these Terms and Conditions or breach thereof 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 Statutes and Regulations of the CAS and the laws in force in Switzerland, and the seat of arbitration shall be in Tokyo, Japan, and the language shall be English; or otherwise
   (ii) outside of the Games Period, 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, and the seat of arbitration shall be in Lausanne, Switzerland, and the language shall be English.
10. That for the purpose of these Terms and Conditions, the following terms shall have the following meanings for all purposes of this Agreement:
   • “Archive Olympic Material” means any audio-visual and audio content from previous Olympic Games.
   • “CAS” means the Court of Arbitration for Sport.
   • “ENR” means the Non-RHBs accredited to the Games.
   • “Games” means the Games of the XXXII Olympiad Tokyo 2020, to be celebrated in Tokyo, Japan between 24 July and 9 August 2020.
   • “Games Marks” means the official emblem, mascot, pictograms and other identifications, designations, logos and insignia identifying the Games, and does not include the standalone Olympic Symbol or other Games-related terminology.
   • “Games Period” means the period from the opening of the Olympic Villages, on 14 July 2020, until the closing of the Olympic Village, on 23 July 2020.
   • “IOC” means the International Olympic Committee.
   • “IFs” means the International Sports Federations, as recognised by the IOC.
   • “Media capacity”: means the Accredited Personnel acting as journalists, reporters or in any other related media capacity while they are at the Games and during the Games Period.
   • “Mixed Zone” means a designated area at an Olympic Venue where athletes can be interviewed as soon as they leave the field of play.
   • “MPC” means the Main Press Centre.
   • “NARs” means these News Access Rules applicable to the Games and for the Games Period, as amended by the IOC from time to time at the IOC’s sole discretion.
   • “News Organisation” means bona fide news organisations whose primary business or sole service is the syndication of news.
   • “NOCs” means the National Olympic Committees, as recognised by the IOC.

Full name of the News Organisation:

Read and agreed by News Organisation, on behalf of itself and all its Accredited Personnel:

Signature:

Full name:

Title:

Date: