



INTERNATIONAL
OLYMPIC
COMMITTEE

PYEONGCHANG 2018 – NARS UNDERTAKING

The Non-RHBs and the affiliated and subscribing entities of the News Agencies (the “NARs Requestors”) requiring access to Olympic Material or Archive Olympic Material for the exclusive purpose of reporting on the Games during the Games Period, and in strict accordance with the [News Access Rules applicable to the XXIII Olympic Winter Games PyeongChang 2018](#), may benefit from access to Olympic Content only upon complete and express prior acceptance of the terms and conditions set out in this “NARs Undertaking”, and in conjunction with any additional specific terms the IOC may put in place for this purpose.

TERMS AND CONDITIONS

During the Period of the Games, and in respect to the Games, the NARs Requestor acknowledges and agrees:

1. To act in conformity with the [NARs](#) and the [Olympic Charter](#) and all other guidelines made available by the IOC through [www.olympic.org](#) that may apply, including, without limitation, the “[Photographers’ Undertaking](#)”, and the “[IOC Guidelines for Editorial use of the Olympic Properties by Media Organisations](#)”.
2. That the IOC, POCOG and third-party entities appointed by the RHBs will monitor compliance with these Terms and Conditions.
3. That in the event of any breach or non-fulfilment of this NARs Undertaking, the IOC reserves the right (without limiting any other remedy or sanction available to it), at its sole discretion, to immediately request, without notice, the RHB or News Agency concerned to cease granting access to Olympic Content to the NARs Requestor for the Games Period and future editions of the Olympic Games.
4. **That this duly signed NARs Undertaking shall be returned to the corresponding local RHB or News Agency either by email or by post. Olympic Content will be provided by the RHB or News Agency concerned only upon receipt of this signed NARs Undertaking.**
5. To indemnify, defend, and hold harmless the IOC, POCOG and the RHBs from any damages resulting from/or linked to a breach of this NARs Undertaking.
6. That NARs Requestors shall credit local RHBs in connection with their use of Olympic Material, in the manner and form as determined by the local RHB. Likewise, the IOC shall also be credited in connection with the use by NARs Requestors of Archive Olympic Material.
7. That any dispute, controversy or claim arising from or in connection with the execution or interpretation of this NARs Undertaking 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, for which the seat of arbitration shall be at PyeongChang, Republic of Korea, and the language shall be English; or otherwise
 - (ii) if outside 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, for which the seat of arbitration shall be at Lausanne, Switzerland, and the language shall be English.
8. That the capitalised terms used in this NARs Undertaking have the meaning set out within this document or as provided in the “Annex – Definitions” attached hereto.

Full name of the NARs Requestor: _____

Read and agreed by the NARs Requestor:

Signature: _____

Full name: _____

Title: _____

Date: _____

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ANNEX - DEFINITIONS

- “**Archive Olympic Material**” means any audio-visual and audio content from previous Olympic Games.
- “**Broadcast and Exhibit**” (or other derived terms) means the broadcast, exhibition, distribution, transmission, retransmission, display, making available, projection or performance of an audio or audiovisual programme, as applicable, for display or reception on a Television receiver, computer monitor, mobile, handheld, including so-called “tablet” devices, Radio or other form of display or reception device, whether now existing or developed in the future.
- “**CAS**” means the Court of Arbitration for Sport.
- “**Games**” means the XXIII Olympic Winter Games PyeongChang 2018, to be celebrated in PyeongChang-gun (Gangwon-do), Republic of Korea, between 9 and 25 February 2018.
- “**Games Period**” means the period from the opening of the Olympic Villages, on 1 February 2018, until the closing of the Olympic Villages, on 28 February 2018.
- “**IOC**” means the International Olympic Committee.
- “**IFs**” means the International Sports Federations, as recognised by the IOC.
- “**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.
- “**NARs Requestors**” means (i) affiliated and subscribing entities of the News Agencies and (ii) Non-RHBs, accessing Olympic Material (whether through an RHB or a News Agency) or Archive Olympic Material (through the IOC’s Images Service).
- “**News Agency(ies)**” means bona fide news organisations whose primary business or sole service is the syndication of news and that have entered into an agreement with the IOC and/or OBS for the provision of Olympic Material to Non-RHBs’ News Agency sub-licensees in accordance with the NARs.
- “**NOCs**” means the National Olympic Committees, as recognised by the IOC.
- “**Non-RHBs**” means broadcast media organisations which have not been granted the right to broadcast the Games in a particular territory, regardless of whether or not they have been accredited to the Games.
- “**Olympic Charter**” means the Olympic Charter dated 15 September 2017 (including its bye-laws and documents referred to therein), as may be amended from time to time.
- “**Olympic Content**” means collectively Olympic Material and Archive Olympic Material.
- “**Olympic Games**” means competitions between athletes in individual or team events and not between countries, bringing together the athletes selected by their respective NOCs, competing under the technical direction of the IFs concerned; and they consist of the Games of the Olympiad and the Olympic Winter Games.
- “**Olympic Marks**” means the Olympic Symbol and the Games Marks.
- “**Olympic Material**” means sounds or images originated from or produced of any Olympic Event, in each case regardless of the source.
- “**POCOG**” means the PyeongChang Organising Committee for the 2018 Olympic & Paralympic Winter Games.
- “**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).
- “**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 and similar devices), home video and Radio.
- “**RHB(s)**” means a corporation or body which has been granted the right by the IOC to Broadcast and Exhibit the Games in a particular territory across one or multiple medium(a)/platform(s), including Television, Radio and/or the Internet.

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