

NEWS ACCESS RULES APPLICABLE TO THE 3rd SUMMER YOUTH OLYMPIC GAMES BUENOS AIRES 2018, 6 – 18 OCTOBER 2018

I. INTRODUCTION:

1. Purpose and period of application of these NARs

These NARs contain the general terms and conditions governing the use by Non-RHBs of YOG Content for the exclusive purpose of reporting on the YOG Games during the Games Period.

2. Legal basis and context for these NARs

The IOC governs the Olympic Movement and owns the rights to the Olympic Games, the Youth Olympic Games and all related events, including all intellectual property rights thereto 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 YOG Games, including: (a) their coverage and any Broadcast and Exhibition; (b) the admission to the YOG Venues and the determination of conditions linked to such access, including such conditions relating to use of YOG 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 any other intellectual property rights.

Only RHBs have the right to Broadcast and Exhibit the YOG Games in their respective territories. Non-RHBs cannot Broadcast and Exhibit YOG Content, 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-RHBs of YOG Content for the purpose of reporting on the YOG Games, other than as specifically provided herein and/or specifically 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 including those concerning copyright law, trademark law, criminal law, unfair competition, misappropriation and/or contract law, as applicable.

3. Access to YOG Content and adherence to the NARs

- (i) Access to YOG Material for the purpose of these NARs shall be granted exclusively to Non-RHBs that have provided a signed NARs Undertaking, and at the Non-RHBs' technical cost, from:
 - RHBs in their respective territories;
 - Distribution Agencies, and
 - News Agencies.
- (ii) Access to Archive YOG Material for the purpose of these NARs may be granted by the IOC's Images Services exclusively to Non-RHBs that have provided a signed NARs Undertaking, at the Non-RHBs' technical cost.
- (iii) Access to VNR Content will be made available by the IOC's Communications Department to Distribution Agencies and News Agencies, and Non-RHBs, for their use in accordance with these NARs and the policies of the IOC. Such VNR Content will be provided to Non-RHBs that have provided a signed NARs Undertaking.

In the event that a Non-RHB fails to comply with these NARs, the corresponding RHB, Distribution Agency or News Agency (as applicable) shall immediately cease the supply of any YOG Material to such Non-RHB. In the same way, the IOC's Images Services and Communications Departments will immediately cease to supply any Archive YOG Material or VNR Content, respectively, to such Non-RHB. Additionally, the IOC reserves, at its discretion, the right to take any additional action, including legal action, as appropriate, against any such Non-RHB.

No other entities, in particular Non-RHBs, shall have the right to provide access to and/or redistribute YOG Content without the prior written consent of the IOC. Access to and use of YOG Content from any other sources than those established in these NARs, is expressly prohibited.

4. Definitions

The Capitalised terms used in these NARs have the meaning set out within this document or as provided in "Chapter VII. – Definitions".

II. NEWS ACCESS RULES FOR TELEVISION, RADIO AND INTERNET:

Limited use in News Programmes for Television, Radio and Internet

All use of YOG Content by Non-RHBs for Television, Radio and Internet shall be confined exclusively to News Programmes, as applicable, Broadcast and Exhibited solely via Television, Radio or Internet, as specified in this Chapter II and subject to the following restrictions:

1. Amount of YOG Content:
An aggregate maximum of six (6) minutes of YOG Content may be used per day.
2. Maximum amount per News Programme per Day:
 - a. No more than three (3) minutes of YOG Content may be used in any one News Programme for a total of six (6) minutes per day;

SUMMARY - USE YOG CONTENT IN TELEVISION, OR INTERNET PROGRAMMES	
Max. time per day:	6 Minutes
Max. amount of YOG Content per News Programme:	3 Minutes

3. Airing after broadcast by RHBs only
A Non-RHB may Broadcast and Exhibit YOG Content only once a period of three (3) hours has elapsed following the conclusion of the actual YOG Event.
4. Duration of Use:
YOG Content may be used only for a period of forty-eight (48) hours following the completion of the relevant YOG Event, and in accordance with Section 3 of this Chapter II.

N.B.: Non-RHBs may Broadcast and Exhibit YOG Content prior to the times referred to above, and/or Broadcast and Exhibit more YOG Content than allowed pursuant to these NARs, and/or for a longer duration, in each case only with the specific written agreement of the local RHB in the relevant territory.

III. GENERAL TERMS AND CONDITIONS:

1. Access to YOG Venues without equipment and with no right of transmission:
E-Accredited Media, subject in each case to the applicable accreditation entitlements, may have access, without professional audio/video equipment, to YOG Venues, with the exclusion of YOG Events listed as ticketed high-demand sessions. Only professional audio/video equipment devices from OBS, RHBs and third parties authorised by the IOC, are permitted to film within YOG Venues and Broadcast and Exhibit YOG Material. Exceptionally, pursuant to the IOC's access control policy, ENRs may access YOG Venues (excluding ticketed high-demand sessions) with professional audio/video equipment for the exclusive and limited purpose of filming interviews within Mixed Zones, only for their Broadcast and Exhibit pursuant to these NARs, including the limited use restrictions contained in Chapter II of these NARs. Under no circumstances may any other E-Accredited Media record, film, originate or Broadcast and Exhibit (whether on a live or delayed basis) any YOG Material, including telephone voice/video reports and interviews, via any platform, including Television, Radio, the Internet or any other interactive media and/or wireless platforms and devices, from any YOG Venue.
2. Originating of Content within the MPC, the Youth Olympic Village, the YOG Square and the Youth Olympic Park:
Notwithstanding Section 1 here above, E-Accredited Media may access the MPC, the authorised areas of the Youth Olympic Village, the YOG Square and the Youth Olympic Park, via the specific allocated gate(s), with professional audio/video equipment for filming and undertaking general reporting activities therein, including press conferences, general video reporting and other filming. Such general reporting activities originating or producing sounds or images from the MPC, the authorised areas of the Youth Olympic Village, the YOG Square and the Youth Olympic Park, shall not be subject to the limited use restrictions contained in Chapter II of these NARs.
3. No Use of Commentary and Other Features:
In particular for, but not limited to, Radio Broadcasting and Exhibit, with the exception of OBS international feed, any use of YOG 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 YOG Content, unless the appropriate clearances have been obtained from the corresponding RHB prior to any such use.
4. No GIFs, play-by-play commentary or other analogous coverage:
The following are prohibited: (i) Broadcast and Exhibition or any other kind of exploitation via any type of platform of any play-by-play commentary; (ii) YOG Content transformed into graphic animated formats such as animated GIFs (i.e. GIFV), GFY, 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 YOG Content, whether on a live or delayed basis.
5. No Alteration of YOG Content:
No use of YOG Content permitted pursuant to these NARs shall alter or modify, by any means (including the imposition of any graphic elements on the YOG Content), the factual reality of any YOG Event, YOG Venue or in respect to any participant (including his/her performance).
6. Use of Olympic Properties
It is prohibited to use any of the Olympic Properties, with the exception of the YOG Marks. Any use of the YOG Marks shall be in strict accordance with the principles contained within the "[IOC Guidelines for Editorial use of the Olympic Properties by Media Organisations, 2017](#)".
7. No Commercial Association
YOG Content must not be used in advertising or in any form of commercial or monetized content, or in connection with the promotion of any brand, product or service, unless expressly authorised by the IOC. No News Programmes containing YOG Content or any other programme may be positioned or promoted as YOG programmes, and no YOG Content may be used in any promotion for any News Programme or any other programme whatsoever. No YOG 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 media 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, YOG Content, and any News Programme containing YOG 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 YOG Games, BAYOGOC or the Olympic Movement, where no such association actually exists; or
- b) that Non-RHBs, including, without limitation, their channels, services, News Programmes and other programmes, are recommended, approved or endorsed by the IOC, the Games, BAYOGOC or the Olympic Movement.

Subject to the foregoing:

- (i) third-party advertisements or promotions that are Broadcast and Exhibited before, during or after any News Programmes incorporating YOG Content pursuant to these NARs are permitted. However, advertising should remain clearly distinct and separated to avoid any undue Youth Olympic Games association. In particular, no advertising or promotion may overlap, be intrusive to, or be superimposed on or with the reproduction or presentation of any YOG Content and/or Olympic Properties; and
- (ii) Broadcast and Exhibit sponsorship of YOG Content (including of any section or highlights within a News Programme that contains the YOG Content) is not permitted, unless the prior written authorisation of the IOC is obtained.

8. Courtesy credit

A Non-RHB using YOG Content obtained via the IOC Communications Department, Distribution Agencies or News Agencies, as applicable, must credit the IOC for the use of such YOG Content. Likewise, Non-RHBs using YOG Material obtained from an RHB must credit the local RHB for the use of such YOG Material. Credits must be in accordance with these NARs, giving an on-screen credit to the IOC or local RHB (as applicable). For RHB(s), the RHB watermark must be retained or included for the duration of the clip and no Non-RHB watermark or similar third-party reference shall be included or superimposed in any YOG Content. Otherwise, a super video credit to the local RHB or the IOC (as applicable) must be added, for the duration of the clip, to read as follows: "*Courtesy (Name of RHB)*" or "*Courtesy of the International Olympic Committee*" (as applicable).

9. Security Measures:

Without limiting any provisions of Chapter II, any authorised use of YOG Content, whether pursuant to these NARs, 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 implement Security Measures.

10. 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-RHBs of YOG Content, in such cases the total of six (6) minutes per day referred to in Section 1 of Chapter 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.

IV. INFRINGEMENTS AND MONITORING:

1. Monitoring of compliance

The IOC, BAYOGOC and the RHBs will monitor compliance with these NARs for the Games Period.

2. Revocation of permits to access YOG Venues and use YOG Content

The IOC reserves the right (without limiting any other remedy or sanction available to it), at its sole discretion, to immediately revoke, without notice, accreditations and any other access to any E Accredited Media to any YOG Venues, as well as access to YOG Content by non-accredited Non-RHBs, for the Games Period and future editions of the Olympic Games and/or Youth Olympic Games, in the event of any breach of these NARs.

3. Dispute-resolution

Any dispute, controversy or claim arising from or in connection with the execution or interpretation of these NARs or breach thereof not resolved after exhaustion of the legal remedies established by the IOC, and which cannot be settled amicably 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 at Lausanne, Switzerland, and the language shall be English.

V. OTHER APPLICABLE IOC GUIDELINES:

In addition to the terms and conditions included in these NARs, all other guidelines made available by the IOC through www.olympic.org may apply, including, without limitation, the "[IOC Social and Digital Media Guidelines for persons accredited to the 3rd Youth Olympic Games Buenos Aires 2018](#)" and the "[IOC Guidelines for Editorial use of the Olympic Properties by Media Organisations, 2017](#)".

VI. CONTACT INFORMATION

- For obtaining YOG Material and VNR Content, please contact the IOC Communications Department at pressoffice@olympic.org – to be alerted when new content becomes available, please follow us on Twitter® @iocmedia.
- For any issue related to these NARs, including their interpretation and implementation or reporting on infringements, please contact: newsaccessrules@olympic.org.
- For Archive YOG Material, please contact the IOC Images Services via: images@olympic.org.

VII. DEFINITIONS:

"Archive YOG Material" means any audio-visual and audio content from previous Youth Olympic Games.

"BAYOGOC" means the Buenos Aires Organising Committee for the 3rd Summer Youth Olympic Games 2018.

"Broadcast and Exhibition" or "Broadcast and Exhibit" (or other derived terms) means the broadcast, exhibition, distribution, transmission, retransmission, display, making available, projection or performance of an audio or audio-visual 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.

"Distribution Agencies" means the international news agencies whose primary business or sole service is the syndication of news and have been authorised by the IOC and/or OBS to distribute YOG Material to their affiliates and subscribers, including News Agencies.

"E-Accredited Media" means written press and photographers accredited to the YOG Games under accreditations E, ES, EP, EPs, ET, EC and ENR (and Ex and EPx when applicable).

"ENRs" means the Non-RHBs accredited to the YOG Games.

"Games Period" means the period from the opening of the Youth Olympic Village, on 2 October 2018, until the closing of the Youth Olympic Village, on 20 October 2018.

"IBC" means the International Broadcast Centre.

"Internet" means the global communications system of computer networks accessible by the public which interconnect, either directly or indirectly, individual computers and/or networks by making use of TCP/IP transport protocols (or derivatives thereof) which may be accessed by means of the world wide web and derivate URL addresses, and which enables users to engage in two-way transmissions of data over such networks in order to receive content (including by fixed, wireless network and transmission by satellite, mobile, DSL, ISDN, WiMAX, or other broadband links but excluding mobile technology and Television).

"IOC" means the International Olympic Committee.

"IFs" means the International Sports Federations, as recognised by the IOC.

"MPC" means the Main Press Centre.

"Mixed Zone" means a designated area at a YOG Venue where athletes can be interviewed as soon as they leave the field of play.

"NARs" means these News Access Rules, as amended by the IOC from time to time at the IOC's sole discretion.

"NARs Undertaking" means the to be agreed undertaking, in accordance with the IOC's model template provided together with these NARs (in Annex), to be provided by (i) Distribution or News Agencies, and their affiliates and subscribers and (ii) Non-RHBs, accessing YOG Material (whether through an RHB or a Distribution or News Agency) or Archive YOG Material (through the IOC's Images Services) or VNR Content (through the IOC's Communications Department), as a commitment to fully comply with all the terms and conditions of these NARs.

"News Agency(ies)" are bona fide news organisations and that have been authorised by the IOC and/or OBS for the provision of YOG Material to its sub-licensees in accordance with these NARs.

"News Programmes" means regularly scheduled Television, Radio or Internet (as applicable) general news programmes/bulletins and sports and sport feature programming of which the actual local, regional, national or international news elements constitute the main feature of such programmes/bulletins.

"NOCs" means the National Olympic Committees as recognised by the IOC.

"Non-RHBs" means broadcast media organisations, including ENRs, which have not been granted any rights to Broadcast and Exhibit the YOG Games.

"OBS" means Olympic Broadcasting Services, the host broadcaster of the YOG 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 Games" means competitions between athletes in individual or team events and not 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 IFs concerned; and they consist of the Games of the Olympiad and the Olympic Winter Games.

"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 YOG Marks, the wordmarks "Olympic", "Olympic Games" and "Olympiad", the Olympic motto "Citius, Altius, Fortius" 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.

"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).

"RHB(s)" means a corporation or body which has been granted the right by the IOC to Broadcast and Exhibit the YOG Games in a particular territory across one or multiple medium(s)/platform(s), including Television and the Internet.

"Security Measures" means encryption, signal security, digital fingerprinting and/or watermarking, copy protection, physical security systems and/or any other commercially available high-standard security measures relating to audio and audio-visual programmes and the creation, storage and Broadcast and Exhibition thereof intended to protect the intellectual property rights included in such Broadcast and Exhibition, and/or prevent and/or deter any theft, hacking, unauthorised copying, unauthorised exhibition, unauthorised downloading, unauthorised retransmission, modification and destruction of, or any unauthorised access or injury to, any materials utilised in connection with such Broadcast and Exhibition.

"Team Welcome Ceremonies" means the official "celebratory moment" at the start of the YOG Games to welcome all athletes, team officials, delegates and guests, taking place at the YOG

Square from the opening of the Youth Olympic Villages, on 2 October 2018, until the day before the Opening Ceremony of the YOG Games on 6 October 2018.

"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.

"VNR Content" means video news releases content containing YOG Material produced by the IOC and used as is.

"YOG Content" means collectively YOG Material, VNR Content and Archive YOG Material.

"YOG Event" means any official activity or event that occurs primarily at a YOG Venue during the YOG Games or that is related to the YOG Games, including, without limitation, training sessions, sporting action, Opening, Closing and Victory Ceremonies, interviews and any other activity that occurs or is originated at a YOG Venue during the YOG Games.

"YOG Games" means the 3rd Summer Youth Olympic Games Buenos Aires 2018, to be celebrated in Buenos Aires, Argentina between 6 and 18 October 2018.

"YOG Marks" means the official emblem, mascot, pictograms and other identifications, designations, logos and insignia identifying the YOG Games, and does not include the standalone Olympic Symbol or other Olympic Games-related terminology.

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

"YOG Pass" means the Youth Olympic Pass, and the Buenos Aires 2018 General Terms and Conditions of Acquisition and Use of the Youth Olympic Pass for the Buenos Aires Youth Olympic Games 2018 that applies to individuals attending events with the Youth Olympic Pass.

"YOG Square" means the square which will be located adjacent to but separated from the residential zone of the Youth Olympic Village, which will host a number of activities including Team Welcome Ceremonies.

"YOG Venues" shall include all venues which require a Youth Olympic Accreditation Card (YOAC), YOG Pass or ticket to gain entry, including the Youth Olympic Villages, the YOG Square, the Youth Olympic Stadium, the Medal Plaza/Live Site, the competition venues, the training and practice venues, the Youth Olympic Park, the Mixed Zones, the IBC and the MPC.

"Youth Olympic Games" means those athletic competitions for youth aged from 15 to 18 that may be (i) combined with educational programmes on the Olympic values, the benefits of sport for a healthy lifestyle, the social values sport can deliver and the dangers of doping and of training to excess and/or of inactivity, and (ii) currently anticipated to be held, in the IOC's sole discretion, following the traditional cycle of four years.

"Youth Olympic Park" means area around the YOG Venues located in: (i) Urban Park, (ii) Green Park, (iii) Youth Olympic Park and (iv) Tecnópolis Park.

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The Non-RHBs and the affiliated and subscribing entities of the Distribution Agencies and News Agencies (the “NARs Requestors”) requiring access to YOG Material, Archive YOG Material or VNR Content for the exclusive purpose of reporting on the YOG Games during the Games Period, and in strict accordance with the News Access Rules applicable to the 3rd Summer Youth Olympic Games Buenos Aires 2018 (“NARs”), may benefit from access to YOG 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 Games Period of the YOG Games, and in respect to the YOG 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, 2017](#).
2. That the IOC, BAYOGOC 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, Distribution Agencies or News Agencies concerned to cease granting access to YOG Content to the NARs Requestor for the Games Period and future editions of the Olympic Games and/or Youth Olympic Games.
4. That this duly signed NARs Undertaking shall be returned to the corresponding local RHB, Distribution Agencies or News Agencies either by email or by post. YOG Content will be provided by the RHB, Distribution Agencies or News Agency concerned only upon receipt of this signed NARs Undertaking.
5. To indemnify, defend, and hold harmless the IOC, BAYOGOC 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 YOG 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 YOG Material and VNR Content.
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, 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 Chapter VII – Definitions of the NARs.

Full name of the NARs Requestor: _____

Read and agreed by the NARs Requestor:

Signature: _____

Full name: _____

Title: _____

Date: _____