

UNDERTAKING FOR NON-MEDIA RIGHTS HOLDERS ACCREDITATIONS RECIPIENTS FOR THE OLYMPIC QUALIFIER SERIES IN SHANGHAI (FROM 16 TO 19 MAY 2024)

The News Organisation and its personnel seeking a Non-MRH Accreditation (the "**Accredited Personnel**") for the OQS, may only benefit from the access granted as a holder of the Non-MRH Accreditation, 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 Non-MRHs of Olympic Content for the exclusive purpose of reporting on the OQS during the OQS Period.

TERMS AND CONDITIONS

During the OQS Period and in respect to the OQS, the News Organisation and each of its Accredited Personnel acknowledge and agree:

1. To act in conformity with these NARs, 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 "OQS Shanghai Photographers Undertaking" and the "IOC Guidelines for Editorial Use of the Olympic Properties by Media Organisations" (the latter applying *mutatis mutandis* to the OQS), as updated from time to time (including with regard to their respective titles);
2. To be photographed, filmed, identified and/or otherwise recorded by the LOC, 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 or in connection with the promotion of the Olympic Movement;
3. That the Accreditation is the property of the IOC and may be removed at any time by the IOC and/or the LOC, at its/their discretion;
4. That the News Organisation and its Accredited Personnel are excluded from the copyright assignment and licence terms included in the standard Accreditation terms and conditions, in respect to any photographs, films or recordings created within, from, or of, an OQS Venue, exclusively when acting in a Media Capacity;
5. That the IOC, the LOC and third parties appointed by the MRHs will monitor compliance with these Terms and Conditions;
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, any Accreditation and any other access to any OQS Venues, as well as access to Olympic Content by Non-MRHs, for the

OQS Period and future editions of the Olympic Qualifier Series and/or the Olympic Games, in the event of any breach of these Terms and Conditions;

7. By signing this undertaking you hereby unconditionally confirm on behalf of the News Organisation and its Accredited Personnel that you have read, understood and agree with these Terms and Conditions. The Accreditation for the Accredited Personnel will not be validated for the OQS unless you have accepted and fully executed these Terms and Conditions.

8. To indemnify, defend, and hold harmless the LOC and the IOC from any damages resulting from, or linked to, a breach of this undertaking;

9. 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, 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 regulations of the IOC (in accordance with clause 1) and Swiss law;

10. That for the purpose of these Terms and Conditions, the following terms shall have the following meanings:

- "**Accreditation**" means the accreditation(s) delivered to persons accredited to the OQS and which remain(s) the property of the IOC and may be removed at any time by the IOC, at its sole discretion.
- "**Archive Olympic Material**" means any visual, audio-visual and audio content from previous Olympic Games and Youth Olympic Games.
- "**CAS**" means the Court of Arbitration for Sport.
- "**IFs**" means the International Sports Federations, as recognised by the IOC.
- "**IOC**" means the International Olympic Committee.
- "**LOC**" means the Local Organising Committee for the OQS, 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 OQS and during the OQS Period.
- "**MRH(s)**" means entities, companies, unions, pools, consortiums or agencies (including media subsidiaries, affiliates and permitted sub-licensees) with which the IOC has entered into or will enter into an agreement granting the right to distribute the coverage of the OQS within a given territory during a given period of time across one or multiple medium(a)/platform(s), including television and the Internet.

- "**NARs**" means these "News Access Rules" applicable to the OQS and for the OQS Period, as amended by the IOC from time to time at the IOC's sole discretion.
- "**News Organisation(s)**" 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.
- "**Non-MRH(s)**" means any organisation that has not been granted the media rights by the IOC to distribute the OQS in a particular territory, regardless of whether or not they have been accredited to the OQS.
- "**Olympic Charter**" means the Olympic Charter dated 15 October 2023 (including its bye-laws and documents referred to therein), as may be amended from time to time.
- "**Olympic Content**" means collectively OQS Material and Archive Olympic Material.
- "**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 emblem of the Olympic Games, the OQS and other Olympic Games marks, mascots, pictograms and posters, 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 and/or OQS-related marks and/or terminology.
- "**Olympic Symbol**" means the five interlaced rings that identify the Olympic Movement.
- "**OQS**" means the 1st edition of the Olympic Qualifier Series, seeing athletes in the breaking, BMX freestyle, skateboarding, and sport climbing disciplines competing to qualify for the Olympic Games Paris 2024, to be celebrated in Shanghai, China, between 16 and 19 May 2024.
- "**OQS Event**" means any official activity or event that occurs primarily at an OQS Venue during the OQS Period or that is otherwise related to the OQS, including, without limitation, training sessions, sporting action, ceremonies (if any), interviews and any other activity that occurs or is originated at an OQS Venue.
- "**OQS Material**" means sounds and/or images originated from or produced of any OQS Event, in each case regardless of the source.
- "**OQS Period**" means the period from the beginning of the OQS on 16 May 2024, until its ending on 19 May 2024.
- "**OQS Venue(s)**" shall include all venues which require an Accreditation, a guest pass or ticket to gain entry and any other areas that have non-ticketed public access, but which are containing the OQS branding and/or requiring security checks or other forms of controlled entry. OQS Venues include the competition venues, the training and practice venues, the international broadcast centre (if any), the main press area (if any) and areas immediately surrounding any of the preceding.

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: _____