

PHOTOGRAPHERS UNDERTAKING FOR THE OLYMPIC QUALIFIER SERIES IN SHANGHAI (FROM 16 TO 19 MAY 2024)

These terms shall apply to any accredited photographer (the “**Photographer**”) for the OQS. The Photographer will receive an accreditation and benefit from the access granted pursuant to it, upon: (i) providing this Photographers Undertaking duly signed at the help desk in the media centre or other dedicated area and (ii) 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 AWPP 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 Photographer acknowledges and agrees:

1. To act in conformity with 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 “*IOC Guidelines for Editorial Use of the Olympic Properties by Media Organisations*” (applying *mutatis mutandis* to the OQS), as updated from time to time. It is prohibited to use any of the Olympic Properties except as contained within the Photographs. Without prejudice to the foregoing, use of the OQS Marks shall be in strict accordance with the principles contained within the above-mentioned “*IOC Guidelines for Editorial Use Guidelines of the Olympic Properties by Media Organisations*” (applying *mutatis mutandis*);
2. That any images captured, depicted or taken by the Photographer at the OQS, including photographs of athletes competing within any OQS Venue (the “**Photographs**”), shall only be used for [bona fide news services and for still photographic editorial purposes](#) and shall not be used for advertising or any other commercial or promotional purpose, in any manner, format, media or technology, whether now existing or created in the future, unless with the IOC’s prior written consent;
3. That the use, authorisation to use, or dissemination in any manner or form of moving images captured, depicted or taken by the Photographer at the OQS, in any manner, format, media or technology, whether now existing or created in the future and whether such use is commercial or non-commercial, is strictly prohibited;
4. That the Photographer is excluded from the

copyright assignment and licence terms included in the standard Accreditation terms and conditions, in respect to images of, created within, or from, an OQS Venue, exclusively when acting in a Media Capacity;

5. That failing to provide this signed Photographers Undertaking will lead to the Photographer not being granted a Photographers’ armband, vest, and/or Accreditation (where and as applicable), without which the Photographer will not be permitted entry into any photo position in any OQS Venues;
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, the Accreditation and any other access to any OQS Venues, as well as access to Olympic Content, for the OQS Period and future editions of the OQS and/or Olympic Games and/or Youth Olympic Games, in the event of any breach of these Terms and Conditions;
7. 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 IOC guidelines and/or regulation and Swiss law; and
8. That for the purpose of these Terms and Conditions, the following terms shall have the following meanings for all purposes of this Photographers Undertaking:
“**Accreditation**” means the accreditation, whose terms apply to persons accredited to the OQS, which remains the property of the IOC and can be withdrawn, with immediate effect, at the IOC’s sole discretion.
“**Archive Olympic Material**” means any audio-visual and audio content from previous Olympic Games or Youth Olympic Games.
“**AWPP**” means Accredited Written and Photographic Press.
“**CAS**” means the Court of Arbitration for Sport.
“**IOC**” means the International Olympic Committee.
“**Media Capacity**”: means any accredited personnel acting as journalists, reporters or in any other related media capacity while they are

at the OQS and during the OQS Period.

“**NOCs**” means the National Olympic Committees, as recognised by the IOC.

“**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 OQS Marks, 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 OQS and/or Olympic-related terminology.

“**Olympic Symbol**” means the five interlaced rings that identify the Olympic Movement.

“**OQS**” means the 1st edition of the Olympic Qualifier Series 2024 to be celebrated in Shanghai, China, between 16 and 19 May 2024.

“**OQS Event**” means any activity or event that occurs at an OQS Venue during the OQS or that is related to the OQS, including, without limitation, training and practice sessions, sporting action, ceremonies (if any), interviews, press conferences and any other activity that occurs in, or is originated at, an OQS Venue.

“**OQS Marks**” means the official identifications, designations, logos and insignia identifying the OQS.

“**OQS Material**” means sounds, or images originated from, or produced of, any OQS Event, in each case regardless of the source.

“**OQS Period**” means, for the purposes of these Terms and Conditions, the period from the beginning of the OQS, on 16 May 2024, until the end of the OQS, on 19 May 2024.

“**OQS Venues**” shall include all venues which require an Accreditation, ticket or areas that have non-ticketed public access, but which are OQS areas containing the OQS branding and 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) and the main press centre (if any) and areas immediately surrounding any of the preceding.

Read and agreed by Photographer,

Signature:

Full name:

Date:

Media Organisation:

For questions on this Photographers Undertaking, please contact: media.operations@olympic.org