

# NEWS ACCESS RULES APPLICABLE DURING THE OLYMPIC QUALIFIER SERIES FOR PARIS 2024

## I. INTRODUCTION

### 1. PURPOSE AND PERIOD OF APPLICATION OF THIS DOCUMENT

These News Access Rules (NARs) contain the terms and conditions governing the use by Non-Media-Rights Holders (Non-MRHs) of Olympic Qualifier Series (OQS) Content for the purpose of reporting on the OQS during the OQS Period.

### 2. LEGAL BASIS AND CONTEXT FOR THESE NARS

The International Olympic Committee (IOC) governs the Olympic Movement and owns the rights to the Olympic Games, the Youth Olympic Games, the OQS and all related events, including all intellectual property (IP) 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 OQS, including: (a) the media rights to the OQS; (b) admission to the OQS Urban Parks and conditions of access, including restrictions on the creation and use of OQS 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 IP rights.

The IOC has granted exclusive media rights to MRHs to Distribute the OQS in their respective territories. Such exclusive rights must be respected. No other organisation may Distribute OQS Content for reporting on the OQS, 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-MRHs of OQS Content for the purpose of reporting on the OQS, other than as specifically provided herein and/or 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 concerning copyright law, trademark law, criminal law, unfair competition, misappropriation and/or contract law, as applicable.

### 3. ACCESS TO OQS CONTENT

(i) Access to OQS Material for the purpose of these NARs shall be granted only to Non-MRHs that have provided an NARs Undertaking, at the Non-MRHs' technical cost, by:

- The MRHs in their respective territories, subject to agreement with such MRHs<sup>1</sup>, and/or;
- IOC-approved News Agencies.

(ii) Access to Archive Material for the purpose of these NARs shall be granted only to Non-MRHs that have provided a signed NARs Undertaking to the Content Licensing Unit of IOC Television & Marketing Services and at the Non-MRHs' technical cost.

(iii) Access to VNR Content (for its integral use as provided) will be made available by the IOC via the [IOC Newsroom](#) to registered News Agencies and Non-MRHs, subject to the acceptance and observance of the corresponding terms and conditions.

By accessing and using OQS Content, Non-MRHs agree to the terms and conditions of these NARs.

Access and use of OQS Content shall immediately cease in the event of non-compliance by a Non-MRH with these NARs. Additionally, the IOC reserves, at its discretion, the right to take any additional action, including legal action, as appropriate, against any such Non-MRH.

No other entities, including Non-MRHs, shall have the right to provide access to and/or redistribute OQS Content without the prior written consent of the IOC. Access to and use of OQS Content from any other sources is expressly prohibited, with the exception of content originating from the Media Centre, the Mixed Zones and the OQS Urban Festival Zone, in accordance with Section 2 of Chapter III of these NARs.

## II. RULES FOR TELEVISION, RADIO AND INTERNET

### Limited use in News Programmes for Television, Radio and Internet

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

#### 1. Amount of OQS Content:

An aggregate maximum of six minutes of unique OQS Content may

be used per day within News Programmes, with no restriction on the number of rebroadcasts of the News Programmes per day.

#### 2. Maximum amount per News Programme per Day:

No more than three minutes of OQS Content may be used in any one News Programme, for a total of six minutes of unique OQS Content per day.

#### 3. Airing after broadcast by MRHs only:

A Non-MRH may Distribute OQS Content only after a period of one hour has elapsed after the conclusion of the specific OQS Event.

#### 4. Duration of Use:

OQS Content may be used only for a period of 30 days after completion of the relevant OQS Event, and in accordance with Section 3 of this Chapter II, or otherwise as permitted by local law for the purpose of reporting current events.

SUMMARY – USE OF OQS CONTENT IN TELEVISION, RADIO OR INTERNET PROGRAMMES	
Max. time of unique OQS Content per day:	6 minutes
Max. amount of OQS Content per News Programme:	3 minutes

## III. GENERAL RULES

### 1. ACCESS TO OQS URBAN PARK WITHOUT EQUIPMENT AND WITH NO RIGHT OF TRANSMISSION:

Accredited Media, subject in each case to the applicable accreditation entitlements, may have access, with professional audio/video equipment, for the exclusive and limited purpose of filming interviews in Mixed Zones, only for their Distribution pursuant to these NARs, including the limited use restrictions contained in Chapter II of these NARs. Under no circumstances may any Accredited Media without the necessary accreditation entitlements record, film, originate or Distribute (whether on a live or delayed basis) any OQS Material, including telephone voice/video reports and interviews, via any platform, such as Television, Radio, the Internet or any other interactive media and/or wireless platforms and devices, from within the OQS Urban Park.

### 2. CONTENT ORIGINATING WITHIN THE MEDIA CENTRE, THE MIXED ZONES AND THE URBAN PARK FESTIVAL AREAS:

Notwithstanding Section 1 above, Accredited Media may access the Media Centre and the authorised and dedicated areas of the OQS Urban Festival Zone 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 Media Centre and the OQS Urban Festival Zone will 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 Distribution, with the exception of the OBS international feed (including the Olympic Channel News highlights), any use of OQS 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 OQS Content, whatever the source, unless the appropriate clearances have been obtained from the corresponding MRH prior to any such use.

### 4. NO GIFS, PLAY-BY-PLAY COMMENTARY OR OTHER ANALOGOUS COVERAGE:

The following are prohibited: (i) Distribution or any other kind of exploitation via any type of platform of any play-by-play commentary; (ii) OQS 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 OQS Content, whether on a live or delayed basis.

### 5. NO ALTERATION OF OQS CONTENT:

No use of OQS Content permitted pursuant to these NARs shall alter or modify, by any means (including the imposition of any graphic elements on the OQS Content), the factual reality of any OQS Event or Olympic Venue, or that related 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 OQS Marks. Any use of the OQS Marks shall be in strict accordance with the principles contained within the "IOC Guidelines for Editorial use of the Olympic Properties by Media Organisations".

### 7. NO COMMERCIAL ASSOCIATION:

OQS Content must not be used in advertising or in any form of commercial content, or in connection with the promotion of any brand, product or service, unless expressly authorised by the IOC. No programme, including News Programmes containing OQS Content, may be positioned or promoted as Olympic or OQS programmes, and no OQS Content may be used in any promotion for any programme whatsoever. No OQS 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, OQS Content, and any News Programme containing OQS Content, must not be used, marketed or promoted in such a way that, in the IOC's view, creates, suggests or implies:

- a) any official or commercial association with the IOC, the OQS, the Olympic Games or the Olympic Movement where no such association actually exists; or suggests or implies;
- b) that Non-MRHs, including, without limitation, their channels, services, News Programmes and other programmes, are recommended, approved or endorsed by the IOC, the OQS or the Olympic Movement.

Subject to the foregoing:

- i) third-party advertisements or promotions that are Distributed before, during or after any News Programmes incorporating OQS Content pursuant to these NARs are permitted. However, advertising should remain clearly distinct and separate, to avoid any undue Olympic association. In particular, no advertising or promotion may overlap, be intrusive to, or be superimposed on any OQS Content and/or Olympic Properties; and
- ii) Sponsorship of the Distributed OQS Content (including of any section or highlights in a News Programme that contains the OQS

<sup>1</sup> List of MRHs available at <https://olympics.com>

Content) is not permitted, unless the prior written authorisation of the IOC is obtained.

## 8. COURTESY CREDIT

Non-MRHs using OQS Material (including OQS Material sourced from a News Agency) must credit the local MRH for the use of such OQS Material. Likewise, a Non-MRH using Archive Material must credit the IOC for the use of such Archive Material. Credits must

appear in accordance with these NARs, as follows: for an MRH, the MRH watermark must be retained for the duration of the clip. Otherwise, a superimposed video credit to the local MRH or the IOC (as applicable) must be added, for the duration of the clip, to read as follows: "Courtesy [Name of MRH]" or "Courtesy of the International Olympic Committee" (as applicable). A Non-MRH shall not include its network watermark on OQS Content.

## 9. 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-MRHs of OQS Content, in such cases the total of six minutes per day referred to in Paragraph 1 of Section 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 and the MRHs will monitor compliance with these NARs.

## 2. REVOCATION OF PERMISSIONS TO ACCESS THE OQS URBAN PARK AND USE OQS CONTENT

In the event of a breach of these NARs, the IOC will notify the Accredited Media of the breach in writing, and offer the Accredited Media the opportunity to participate in a meeting with the IOC at the Media Centre to express its position. Depending on the circumstances, the IOC may suspend the Accredited Media's

access to the OQS event until further notice. The Accredited Media will be given a maximum of 24 hours as of the meeting with the IOC to cure the breach or demonstrate to the satisfaction of the IOC that it is not in breach of the NARs. Failing this, the Accredited Media's accreditation and any other access to the OQS Urban Park, as well as further access to OQS Content (for the duration of the OQS and future editions of the Olympic Games), may be revoked. Such actions by the IOC shall be without prejudice to possible legal action and/or claims for damages by the IOC.

## 3. DISPUTE-RESOLUTION

Any dispute, controversy or claim arising from, or in connection with, these NARs 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 the arbitration shall be English. The CAS Panel will rule on the dispute in application of these NARs, any other applicable IOC regulation and Swiss law.

# V. OTHER APPLICABLE IOC GUIDELINES

In addition to the terms and conditions included in these NARs, other guidelines made available by the IOC through <https://olympics.com/ioc/documents/olympic-games> may apply, including, without limitation, and as updated from time to time:

- the "IOC Social and Digital Media Guidelines (applicable to individuals accredited for the OQS); and
- the "IOC Guidelines for Editorial Use of the Olympic Properties by Media Organisations".

# VI. CONTACT INFORMATION

For the purpose of requesting VNR Content, please access <https://newsroom.olympics.com/> or contact [iocnewsroom@olympic.org](mailto:iocnewsroom@olympic.org).

For any issue related to these NARs, including their interpretation and implementation, or reporting on infringements, please contact: [newsaccessrules@olympic.org](mailto:newsaccessrules@olympic.org).

For Archive Material, please contact the Content Licensing Unit of IOC Television & Marketing Services via: [images@olympic.org](mailto:images@olympic.org).

# VII. DEFINITIONS

The capitalised terms used in these NARs have the meaning set out below.

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

"CAS" means the Court of Arbitration for Sport.

"Distribution", "Distribute" or "Distributed" means, as applicable, 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, games console, internet-connected TV, IP streaming device, set-top box, mobile, handheld or tablet device, radio, or other form of display or reception device, whether now existing or developed in the future. For the avoidance of doubt, "distribution" and "distribute" shall be construed accordingly.

"Accredited Media" means written press and photographers accredited for the OQS under media accreditation and expressly excluding National Olympic Committees, International or National Sport Federations or any other Olympic family member or entity participating at the OQS under non-Media accreditations.

"LOC" means the OQS Local Organising Committee.

"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 derivative 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.

"Media Rights-Holders" or "MRHs" 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.

"Mixed Zone" means a designated area at the Urban Park where athletes can be interviewed as soon as they leave the Field of Play.

"Media Centre" means the area established by the LOC as a media facility for the purpose of Accredited Media reporting on the OQS.

"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 signed undertaking, in accordance with the IOC's template – or other document containing similar terms – requested by the IOC, MRHs or News Agencies from a Non-

MRH, its affiliates and subscribers when accessing OQS Content, as a commitment to fully comply with all the terms and conditions of these NARs.

"News Agencies" means bona fide news organisations whose primary business or sole service is the syndication of news, and which have been authorised by the IOC to distribute VNR Content to their affiliates and subscribers in accordance with these NARs.

"News Programmes" means regularly scheduled Television, Radio or Internet 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.

"Non-Media Rights-Holder" or "Non-MRH" means an organisation that has not been granted the media rights by the IOC to Distribute the OQS in a particular territory. This organisation may be accredited at the OQS, at the discretion of the IOC, under the dedicated press accredited category for Non-Media Rights-Holder organisations.

"OBS" means Olympic Broadcasting Services, the host broadcaster of 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 Games" means competitions between athletes in individual or team events and not between countries, bringing together the athletes selected by their respective National Olympic Committees, whose entities have been accepted by the IOC, competing under the technical direction of the respective International Sports Federations – as recognised by the IOC; 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 OQS Marks, the wordmarks "Olympic", "Olympic Games", "Youth Olympic Games", "Olympiad" and "Olympic Qualifying Series", the Olympic motto ("*Citius, Altius, Fortius - Communiter*") and any English or other language translations of the same, and other Olympic-related terminology, as well as the official emblem, mascot, pictograms, cauldron and other identifications, designations, logos and insignia identifying the Olympic Games, the Youth Olympic Games or the OQS.

"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 exclude specifically, but 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 exclude specifically, but 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 release content containing OQS Material produced by the IOC for its integral use as provided.

"OQS" means the two (2) Olympic Qualifier Series events to be organised in Shanghai, China (16-19 May 2024), and Budapest, Hungary, (20-23 June 2024).

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

"OQS Event" means any activity or event that occurs at or originates from an Olympic Venue during the OQS, or that is related to the OQS, including, without limitation, training and practice sessions, sporting action, Welcome and Closing events, Victory Ceremonies, interviews and press conferences.

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

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

"OQS Period" means, for the purposes of these NARs, the period from the opening of the OQS Urban Park for training until its closure after the last day of competition.

"OQS Urban Park" refers to the single location within which all OQS events take place, marked by a security perimeter and requiring security checks or other forms of controlled entry, and containing the Look of the OQS branding

"Urban Festival Zone" mean the common areas within the OQS Urban Park, excluding the Fields of Play, where activities around sport, music and urban culture are organised for fans attending the OQS.

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