

NEWS ACCESS RULES APPLICABLE TO THE OLYMPIC™ TORCH RELAY OF THE GAMES OF THE XXXIII OLYMPIAD PARIS 2024™

I. INTRODUCTION

The Olympic™ Torch Relay will start on 16 April 2024 with the Lighting Ceremony for the Olympic™ flame in Olympia, Greece. The Olympic™ flame will cover then part of the Greek Territory, until the handover of Olympic™ flame to the Paris 2024™-Organising Committee at the Panathenaic Stadium, in Athens, Greece, on 26 April 2026. Then the flame will make its way from the Piraeus port of Athens, Greece, aboard the sailing ship Belem to Marseille, France on 8 May 2024. Thereafter the Olympic™ Torch Relay will see the flame embark on a tour of the entire host country, before it finally arrives in Paris, in time for the Opening Ceremony of the Olympic Games™ Paris 2024™, on 26 July 2024.

1. PURPOSE AND PERIOD OF APPLICATION OF THIS DOCUMENT

These News Access Rules (NARs) contain the terms and conditions governing the Distribution of the sounds or images originated from or produced of the Olympic™ Torch Relay, regardless of the source (the "Olympic™ Torch Relay Content"), exclusively for news reporting purposes and excluding the arrival of the Olympic™ Torch at the Opening Ceremony of the Olympic Games™ Paris 2024™ for which specific news access rules apply.

2. LEGAL BASIS AND CONTEXT FOR THESE NARS

The IOC governs the Olympic™ Movement and owns the rights to the 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 Olympic Games™, including: (a) the media rights to the Olympic Games™ Paris 2024™; (b) admission to Olympic™ Venues and conditions of access, including restrictions on the creation and use of Olympic™ Torch Relay 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.

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 Olympic™ Torch Relay Content for the purpose of reporting on the Olympic Games™ Paris 2024™, 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 OLYMPIC™ TORCH RELAY CONTENT

(i) Access to [Olympic™ Torch Relay Content](#) for the purpose of these NARs shall be granted only to Non-MRHs that have provided a NARs Undertaking or accepted the IOC Newsroom Terms and Conditions (at the Non-MRHs' technical cost, where applicable) via:

- the IOC's Newsroom (<https://newsroom.olympics.com>); or
- IOC approved News Agencies; or

(ii) Access to [Archive Olympic™ Torch Relay 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, where applicable.

By accessing and using Olympic™ Torch Relay Content, the Non-MRH agrees to the terms and conditions of these NARs.

Access and use of Olympic™ Torch Relay 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 [Olympic™ Torch Relay Content](#) without the prior written consent of the IOC. Access to and use of [Olympic™ Torch Relay Content](#) from any other sources is expressly prohibited.

II. RULES FOR TELEVISION, RADIO AND INTERNET

FOR MEDIA RIGHTS HOLDERS:

MRHs have the right to Distribute the Olympic™ Torch Relay, on a non-exclusive basis, in their territories. The terms and conditions contained in the MRHs' respective media rights agreements with the IOC for the Olympic Games™ Paris 2024™ shall apply to the MRHs' use of the Olympic™ Torch Relay Content.

FOR NON-MEDIA RIGHTS HOLDERS:

Under these NARs, Non-MRHs are authorized to Distribute the Olympic™ Torch Relay (excluding the part of the Olympic™ Torch Relay occurring during the Opening Ceremony of the Olympic Games™ Paris 2024™ which is subject to separated and specific news access rules), solely on a non-exclusive basis, for *bona fide* news reporting purposes only. In particular, the Olympic™ Torch Relay Content may be used only in News Programmes. Non-MRHs may not produce and/or Distribute Olympic™ Torch Relay or Olympic Games-focused programming. Non-MRHs may Distribute Olympic™ Torch Relay Material, in whole or in part, without time or territorial restriction for a maximum of seventy-two (72) hours after each Olympic™ Torch Relay Event.

III. GENERAL RULES

1. NO ALTERATION OF OLYMPIC™ TORCH RELAY CONTENT:

No use of Olympic™ Torch Relay Content permitted pursuant to these NARs shall alter or modify, by any means (including the imposition of any graphic elements on the Olympic™ Torch Relay Content), the factual reality of any Olympic™ Torch Relay Event or Olympic™ Venue, or that related to any participant (including his/her performance). A Non-MRH shall not include its network watermark on Olympic™ Torch Relay Content.

2. USE OF OLYMPIC™ PROPERTIES:

It is prohibited to use any of the Olympic™ Properties, with the exception of the Paris 2024™-Marks. Any use of the Paris 2024™-Marks shall be in strict accordance with the principles contained within the "IOC Guidelines for Editorial use of the Olympic™ Properties by Media Organisations" and any other relevant IOC or the Paris 2024™-Organizing Committee guidelines.

3. NO COMMERCIAL ASSOCIATION:

Olympic™ Torch Relay 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 Olympic™ Torch Relay Content, may be positioned or promoted as Olympic™ or Olympic Games™ programmes, and no Olympic™ Torch Relay Content may be used in any promotion for any programme whatsoever. No Olympic™ Torch Relay 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, Olympic™ Torch Relay Content, and any News Programme containing Olympic™ Torch Relay Content, must not be used, marketed or promoted in such a way that, in the IOC's view, suggests, creates or implies:

- a) any official or commercial association with the IOC, the Paris 2024™-Organising Committee, the Olympic Games™, the Youth Olympic Games™, or the Olympic™ Movement where no such association actually exists; or
- b) that Non-MRHs, including, without limitation, their channels, services, News Programmes and other programmes, are recommended, approved or endorsed by the IOC, the Paris 2024™-Organising Committee 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 Olympic™ Torch Relay 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 Olympic™ Torch Relay Content and/or Olympic™ Properties; and
- ii) Sponsorship of the Distributed Olympic™ Torch Relay Content (including of any section or highlights in a News Programme that contains the Olympic™ Torch Relay Content) is not permitted, unless the prior written authorisation of the IOC is obtained.

4. COURTESY CREDIT

Non-MRHs using Olympic™ Torch Relay Material (including Olympic™ Torch Relay Material sourced from a News Agency) or Archive Olympic™ Torch Relay Material, must credit the IOC in a visible superimposing or clearly announcing the following message: "Courtesy of the International Olympic Committee".

IV. INFRINGEMENTS AND MONITORING

1. MONITORING OF COMPLIANCE

The IOC, the Paris 2024™-Organising Committee and the MRHs will monitor for compliance with these NARs.

2. REVOCATION OF PERMISSIONS TO ACCESS OLYMPIC GAMES™ VENUES AND USE OLYMPIC™ TORCH RELAY CONTENT

In the event of a breach of these NARs, the IOC shall notify the E-Accredited Media in writing of the breach and offer the E-Accredited Media the opportunity to participate in a meeting with the IOC to express its position. Depending on the

circumstances, the IOC may suspend the E-Accredited Media's access to any Olympic Games™ Venues until further notice. E-Accredited Media shall 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 E-Accredited Media's accreditation and any other access to any Olympic Games™ Venues, as well as further access to Olympic™ Torch Relay Content or any other Olympic™ content (for the duration of the Olympic Games™ and future editions of the Olympic Games™ or the Youth Olympic Games™) may be revoked. Such actions by the IOC shall be without prejudice to possible legal action and/or claim 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 News Access Rules Applicable During the Games of The XXXIII Olympiad Paris 2024™;
- the "IOC Social and Digital Media Guidelines (applicable to individuals accredited for the Olympic Games™); and
- the "IOC Guidelines for Editorial use of the Olympic™ Properties by Media Organisations".

VI. CONTACT INFORMATION

For any issue related to these NARs, including their interpretation and implementation, or reporting on infringements, please contact: newsaccessrules@olympic.org. For Archive Olympic™ Torch Relay Material, please contact the Content Licensing Unit of IOC Television & Marketing Services via: images@olympic.org.

VII. DEFINITIONS

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

"Archive Olympic™ Torch Relay Material" means any audio-visual or audio content from previous editions to the Olympic Games™-Torch Relay.

"CAS" means the Court of Arbitration for Sport.

"Distribution", "Distribute" or "Distributed" mean, 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.

"E-Accredited Media" means written press and photographers accredited for the Olympic Games™ under accreditation codes E, ES, EP, EPs, ET, EC, and ENR (and Ex and EPx when applicable).

"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" mean 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 Olympic Games™ 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 for to the Olympic™ Torch Relay, 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 or News Agencies from a Non-MRH, its affiliates and subscribers when accessing Olympic™ Torch Relay 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 Olympic Games™ in a particular territory. This organisation may be accredited to the Olympic Games™, at the discretion of the IOC, under the dedicated press accredited category for Non-Media Rights-Holder organisations (ENR).

"Olympic™ Charter" means the Olympic™ Charter dated 8 August 2021 (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 concerned International Sports Federations – as recognised by the IOC; and they consist of the Games of the Olympiad™ and the Olympic™ Winter Games.

"Olympic Games™ Marks" means the official emblems, mascots, pictograms and other identifications, designations, logos and insignia identifying the Olympic Games™.

"Olympic Games™ Paris 2024™" means the Games of the XXXIII Olympiad Paris 2024™, to be celebrated in and around Paris, France between 26 July to 11 August 2024.

"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 Games™ Marks, the Paris 2024™-Marks, the wordmarks "Olympic™", "Olympic Games™", "Youth 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 terminology, as well as the official emblem, mascot, pictograms, cauldron and other identifications, designations, logos and insignia identifying the Olympic Games™ or the Youth Olympic Games™.

"Olympic Symbol™" means the five interlaced rings that

identify the Olympic™ Movement.

"Olympic™ Torch Relay" means the Olympic™ Torch Relay of the Olympic Games™ Paris 2024™.

"Olympic™ Torch Relay Content" means collectively Olympic™ Torch Relay Material, Archive Olympic™ Torch Relay Material and VNR Content.

"Olympic™ Torch Relay Event" means any activity or event that occurs at or that originates from the Olympic™ Torch Relay or that is related to the Olympic™ Torch Relay.

"Olympic™ Torch Relay Material" means sounds or images originated from or produced of any Olympic™ Torch Relay Events, in each case regardless of the source.

"Paris 2024™-Marks" means the official emblem, mascot, pictograms and other identifications, designations, logos and insignia identifying the Olympic Games™ Paris 2024™.

"Paris 2024™-Organising Committee" means the Organising Committee for the Olympic™ and Paralympic Games Paris 2024™.

"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. **"VNR Content"** means video news release content containing Olympic™ Torch Relay Material produced by the IOC for its integral use as provided.

"Youth 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 International Sports Federations concerned.

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