



Photographers Undertaking for the 2nd European Games Minsk 2019

These terms shall apply to any Accredited photographer (the “Photographer”) for the Minsk 2019 European Games. 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 Photographer’s Help Desk in the Main Press centre in Minsk; and (ii) subject to the complete and express prior acceptance of the “Terms and Conditions” set out herein, and in conjunction with any additional specific terms the EOC may put in place, in particular regarding the use by AWPP of EG content for the exclusive purpose of reporting on the Games during the Games Period.

TERMS AND CONDITIONS

During the Period of the EG and in respect to the EG, the Accredited Personnel acknowledges and agrees:

1. To act in conformity with all other guidelines made available by the EOC through www.eurolympic.org may apply, including, without limitation, the [“EOC Social and Digital Media Guidelines for persons accredited to the Minsk 2019 European Games”](#) and the [“EOC Guidelines for Editorial use of the European Games Properties by Media Organisations”](#)
2. That any images captured, depicted or taken by the Photographer at the EG (the “Photographs”), including those of athletes competing within any EG venue, shall only be used for bona fide news services for still photographic editorial purposes only;
3. That the use of Photographs for advertising or any other commercial or promotional purpose, in any manner, format, media or technology, whether now existing or created in the future, is strictly prohibited, unless with the EOC’s prior consent;
4. That the use, authorization to use or dissemination in any manner or form of moving images captured, depicted or taken by Photographer at the EG, 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;
5. That the Photographer is excluded from the copyright assignment and licence terms included in the EG accreditation card, in respect to any photographs, films or recordings created within, from or of an EG venue, exclusively when acting in a Media Capacity.
6. That failing to provide this signed Photographers’ Undertaking will lead to the photographer not being granted a Photographers’ Armband or Photographers’ Bib, without which they will not be permitted entry into any photo position in any Games venues.
7. That the EOC reserves the right (without limiting any other remedy or sanction available to it), at its sole discretion, to immediately revoke, without notice, any ENR - EG accreditation card and any other access to any EG venues, as well as access to EG content by non-AWPP, for the Games Period and future editions of the European Games, in the event of any breach of these Terms and Conditions;



8. That any dispute, controversy or claim arising from or in connection with the execution or interpretation of these Terms and Conditions or breach thereof not resolved after exhaustion of the legal remedies established by the EOC, 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; and
9. That for the purpose of these Terms and Conditions, the following terms shall have the following meanings for all purposes of this Agreement:

- **“Archive EG material”** means any audio-visual and audio content from previous European Games.
- **“AWPP”** means Accredited Written and Photographic Press
- **“CAS”** means the Court of Arbitration for Sport.
- **“ENR”** means the Non-RHBs accredited to the Games.
- **“EOC”** means the European Olympic Committees.
- **“EG”** means European Games.
- **“EG content”** means collectively EG material and Archive EG material.
- **“EG Event”** means any official activity or event that occurs primarily at an EG venue during the Games or that is related to the Games, including, without limitation, training sessions, sporting action, Opening, Closing and Victory Ceremonies, interviews and any other activity that occurs or is originated at an EG venue.
- **“EG Marks”** means the official logo, mascot, pictograms and other identifications, designations, logos and insignia identifying the EG
- **“EG material”** means sounds or images originated from or produced of any EG Event, in each case regardless of the source.
- **“EG Pass”** means the European Games Pass, and the General Terms and Conditions of Acquisition and Use of the EG Pass for the Minsk 2019 European Games that applies to individuals attending events with the EG Pass.
- **“EG Properties”** means the EG Marks, any English or other language translations of the same, and any other terminology related to the European Games.
- **“EG venue(s)”** shall include all venues which require an EG Accreditation Card, EG Pass or ticket to gain entry, including the Athletes’ Village, the Village Flag Square, the competition venues, the training and practice venues, the Mixed Zones, the IBC and the MPC.
- **“European Games”** means a world-class multi-sport event with a global footprint, celebrating Europe’s finest athletes in a crucial staging post on the road to the Olympic Games.
- **“Games”** means the Minsk 2019 European Games, to be celebrated in Minsk between 21 and 30 June 2019.
- **“Games Period”** means the period from the opening of the Athletes’ Village, on 18 June 2019, until the closing of the Athletes’ Village, on 3 July 2019.
- **“IBC”** means the International Broadcast Centre.



- **“Media Capacity”**: means the Accredited Personnel acting as journalists, reporters or in any other related media capacity while they are at the Games and during the Games Period.
- **“Mixed Zone”** means a designated area at an EG Venue where athletes can be interviewed as soon as they leave the field of play.
- **“MPC”** means the Main Press Centre.
- **“NARs”** means these News Access Rules applicable to the Games and for the Games Period, as amended by the EOC from time to time at the EOC’s sole discretion.
- **“News Organisation”** or **“NORG”** 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-RHBs”** means broadcast media organisations which have not been granted the right to broadcast the Games in a particular territory, regardless of whether or not they have been accredited to the Games.
- **“Team Welcome Ceremonies”** means the official “celebratory moment” at the start of the EG to welcome all athletes, team officials, delegates and guests, taking place at the Village Flag Square on 20 June 2019.
- **“Village Flag Square”** means the square which will be located adjacent to but separated from the residential zone of the Athletes’ Village, which will host a number of activities including Team Welcome Ceremonies.

Read and agreed by Photographer, Signature:

Full name:

Date:

Media:

Organisation:

For questions on this Photographers’ undertaking please contact: legal@eurolympic.org