



**INTERNATIONAL
PARALYMPIC
COMMITTEE**

PHOTOGRAPHERS' UNDERTAKING FOR THE PARALYMPIC GAMES TOKYO 2020

Bonn, June 2021

These terms shall apply to any accredited photographer (the "Photographer") for the Tokyo 2020 Paralympic Games ("the 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 Tokyo and (ii) subject to the complete and express prior acceptance of these "Terms and Conditions", and in conjunction with any additional specific terms the IPC may put in place, in particular regarding the use by AWPP of Paralympic Content for the exclusive purpose of reporting on the Games during the Games Period.

TERMS AND CONDITIONS

During the Period of the Games and in respect to the Games, the Photographer acknowledges and agrees:

- To act in conformity with the [IPC Handbook](#), all other guidelines made available by the IPC through www.paralympic.org which may apply, including, the "IPC Social and Digital Media Guidelines", as updated from time to time. It is prohibited to use any of the Paralympic Properties except as contained within the Photographs.
- That any images captured, depicted or taken by the Photographer at the Games (the "Photographs"), including those of athletes competing within any Paralympic Venue, shall only be used for **bona fide news services and for still photographic editorial purposes only** 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 IPC's prior consent;
- That the use, authorisation to use or dissemination in any manner or form of moving images captured, depicted or taken by Photographer at the Games, 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;
- That the Photographer is excluded from the copyright assignment and licence terms included in the PIAC, in respect to images created within, from or of a Paralympic Venue, exclusively when acting in a Media Capacity;
- That failing to provide this signed Photographers' Undertaking will lead to the photographer not being granted a Photographers' Armband or Photographers' Vest, without which they will not be permitted entry into any photo position in any Paralympic Venues;**
- That the IPC reserves the right (without limiting any other remedy or sanction available to it), at its sole discretion, to immediately revoke, without notice, the PIAC and any other access to any Paralympic Venues, as well as access to Paralympic Content by non-AWPP, for the Games Period and future editions of the Paralympic Games in the event of any breach of these Terms and Conditions;
- 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 IPC, and which cannot be settled amicably shall be submitted exclusively to Sports Resolutions (UK) (a trading name of The Sports Dispute Resolution Panel Ltd – Company No. 3351039) for final and binding arbitration in accordance with the UK Arbitration Act 1996 and Sport Resolutions (UK) Arbitration Rules. h; and

8. That for the purpose of these Terms and Conditions, the following terms shall have the following meanings for all purposes of this Agreement:

- "AWPP" means Accredited Written and Photographic Press
- "Games" means the Paralympic Games Tokyo 2020, to be celebrated in Tokyo between 25 August and 6 September 2021.
- "Games Marks" means the official emblem, mascot, pictograms and other identifications, designations, logos and insignia identifying the Games, and does not include the standalone Paralympic Symbol or other Games-related terminology.
- "Paralympic Material" means sounds or images originated from or produced of any Paralympic Event, in each case regardless of the source.
- "Games Period" means the period from the opening of the Paralympic Village, on 17 August 2021, until the closing of the Paralympic Village, on 8 September 2021.
- "IBC" means the International Broadcast Centre.
- "IPC" means the International Paralympic Committee.
- "IFs" means the International Sports Federations, as recognised by the IPC.
- "Media capacity": means any accredited personnel acting as journalists, reporters or in any other related media capacity while they are at the Games and during the Games Period.
- "MPC" means the Main Press Centre.
- "News Organisation" or "NORG" means bona fide news organisations whose primary business or sole service is the syndication of news.

- "NPCs" means the National Paralympic Committees, as recognised by the IPC.
- "PIAC" means the Paralympic Identity Accreditation Card, whose terms apply to persons accredited to Tokyo 2020, which remains the property of the IPC and can be withdrawn, with immediate effect, at the IPC's sole discretion.
- "IPC Handbook" Means the details about the duties and responsibilities of all IPC Members.
- "Paralympic Content" means collectively Paralympic Material and Archive Paralympic Material.
- "Paralympic Event" means any official activity or event that occurs primarily at a Paralympic 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 a Paralympic Venue.
- "Paralympic Games" means competitions between athletes in individual or team events and not between countries, bringing together the athletes selected by their respective NPCs, whose entities have been accepted by the IPC, competing under the technical direction of the IFs concerned; and they consist of the Paralympic Games and the Paralympic Winter Games.
- "Paralympic Movement" means all the organisations, athletes and other persons who agree to be guided by the principles of the IPC Handbook.
- "Paralympic Properties" means the Paralympic Symbol (the Agitos), the Games Marks, the word marks "Paralympic", "Paralympic Games" and Paralympian and any English or other language translations of the same, and other Paralympic-related terminology.
- "Paralympic Symbol" means the three Agitos..
- "Paralympic Venues" shall include all venues which require a Paralympic accreditation card or ticket to gain entry, including the Paralympic Village, the Village Plaza, the competition venues, the training and practice venues, the Olympic Park, the IBC and the MPC and any park-like areas that have non-ticketed public access, but which are Paralympic areas containing the look of the Games branding and/or requiring security checks or other forms of controlled entry.
- "Village Plaza" means the plaza which will be located adjacent to but separated from the residential zone of the Paralympic Village.

Read and agreed by Photographer,

Signature: _____

Full name: _____

Date: _____

Media Organisation: _____

[END OF DOCUMENT]

