



EOC News Access Rules (NARs) applicable to the 2nd European Games Minsk 2019

A. INTRODUCTION

The 2nd European Games are taking place in Minsk, Belarus from 21-30 June 2019. The exclusive owner of the rights and data relating thereto is the European Olympic Committees (EOC). In particular all rights relating to the organisation of the European Games, their exploitation, broadcasting, recording, representation, reproduction, access and dissemination in any form and by any means or mechanisms whatsoever, whether now existing or developed in the future belong to the EOC. EOC determines the conditions of access to European Games Venues including to the competitions and sports performances of the European Games.

These Rules apply to the use for news purposes of moving images of the 2nd European Games Minsk 2019 to be celebrated in Minsk, Belarus (the “Games” or the “European Games”) by Non-rights holding Television Broadcasters, Radio Broadcasters and News Media Organisations (together referred to as “Non-Rights Holders” or “Non RHBs”). All European Games Material is subject to and protected by national and international copyright laws throughout the world, and such copyrights are the exclusive property of the EOC.

Capitalised terms used in these Rules have the meaning set out in the Definitions section at the end of these Rules.

Only those organisations that have been granted the right by the EOC to broadcast European Games Material for a particular territory (“Rights Holders” or “RHBs”) may do so. No other organisation may broadcast or distribute audio-visual or audio-only coverage of any European Games event, including training venues, sporting action, the Opening Ceremony, the Closing Ceremony, victory ceremonies, mixed zones, interviews or other activities which occur at European Games Venues during the European Games Period except as permitted by these Rules. These Rules apply to Television broadcasting, radio broadcasting, Internet (including newspaper websites), mobile platforms, social media and other digital media news products and services.

These Rules are subject to applicable national laws and regulations, including any “fair dealing”, “fair use” or equivalent provisions in national copyright laws throughout the world.

B. ACCESS TO EUROPEAN GAMES MATERIAL

1) Sources of European Games Material for editing and broadcasting of Short Extracts for News Reporting. Non-Rights Holders may make arrangements to gain access to European Games Material for use in News Programming in accordance with these Rules (by signing the NARs Undertaking) and via one or more of the following sources and:

- a) Rights Holders in territories where there is a rights-holder;
 - b) The Host Broadcaster, International Sports Broadcasting - ISB (info@isbtv.es).
It is envisaged that the Host Broadcaster will make available a daily 5-minute international news package consisting of short extracts of newsworthy footage from the previous day, which may be accessed by Non-Rights Holders for the purposes of selecting and editing Short Extracts for use in news reporting strictly in accordance with these Rules (and for the avoidance of doubt not for any other purposes); and
 - c) Authorised News Agencies having an agreement with EOC.
- 2) Arrangements, costs of access and technical charges.** Non-Rights Holders shall be responsible for making their own arrangements, at their own cost, for gaining access to European Games Material using



one or more of the sources set out in paragraph 1 above. In respect of the sources referred to at paragraphs 1(a) and 1(c) above, Non-Rights Holders must negotiate directly with Rights Holders and/or Authorised News Agencies (as appropriate) and pay such fees and technical charges as are agreed between them. In respect of the sources referred to at paragraphs 1(b) above, Non-Rights Holders must negotiate directly with the Host Broadcaster and pay such fees and technical charges as are agreed between them, having regard to the prevailing applicable rate card for access and services.

C. RULES APPLICABLE TO THE USE OF SHORT EXTRACTS FOR NEWS REPORTING BY MEANS OF TELEVISION DELIVERY

- 3) All use of European Games Material for News Reporting by means of Television Delivery is strictly subject to the following restrictions:
- a) **Use in News Programmes only:** European Games Material may be used only as a part of bona fide news or sports news programmes of which the actual news or sports news element constitutes the main feature ("News Programmes"). News Programmes shall not be positioned or promoted as European Games programmes.
 - b) **Three (3) Minutes Per Day:** Non-Rights Holders may use a maximum of three (3) minutes of European Games Material per day which may be included in any number of News and/or sports News Programmes.
 - c) **Three (3) Hours following the EG event:** Non-Rights Holders may Broadcast and Exhibit EG Content only once a period of three (3) hours has elapsed following the conclusion of the actual EG event.
- 4) Notwithstanding the rules set out in paragraph 3 above, In the case of an All-News Channel or All-Sports News Channel or All-Sports Channel, such channels may use short extracts in no more than twelve (12) of the Non-Rights Holder's News Programmes per day.
- 5) **Courtesy Credit/Rights Holder "Bug":** Each use of European Games Material in accordance with these Rules must give an on-screen credit to the local Rights Holder either by leaving on the Rights Holders watermark for the duration of the Short Extract or, should the European Games Material not be sourced through the local Rights Holder, by adding a super video credit for the Rights Holder for the duration of the clip to read as follows: "Courtesy (Name of Rights Holder)", provided always that such display of the credit/bug is in accordance with applicable local law, and accords with established custom and practice in the relevant broadcasting market. Transnational All-News and All-Sports News channels will give an on-screen credit to the EOC.
- 6) **European Games Material may only be used for a period of forty-eight (48) hours following the completion of the event being reported on.** After such period, other than through on-demand/catch-up TV as described in 8 below, Non-Rights Holders may only transmit such European Games Material as well as other archive European Games Material with the express prior written consent of the EOC and the Rights Holder for the Territory concerned.
- 7) **Internet and Mobile Simulcasting Permitted.** To the extent that it is customary for them to do so as part of their normal business operations, Non-Rights Holders are permitted to Simulcast transmissions of News Programmes made by means of Television Delivery (and which contain, in accordance with these Rules, Short Extracts of European Games Material) by means of their Internet Websites, Mobile Platforms and Mobile Apps.
- 8) **On-Demand / Catch-up TV Permitted.** To the extent that it is customary for them to do so as part of their normal business operations, Non-Rights Holders are permitted to make available News Programmes which have been transmitted by means of Television Delivery (and which contain, in accordance with these Rules, Short Extracts of European Games Material) on their on-demand/catch-up



TV services, whereby viewers may choose to watch such News Programmes at a date and time later than the date and time upon which they were initially broadcast. Non-Rights Holders electing to do this must only make available on their on-demand/catch-up TV services the entire News Programme (of which the European Games Material is part) without any changes to that transmitted through their normal channel and may not make available on their on-demand/catch-up TV services edited clips of European Games Material abstracted from such News Programmes. News Programmes containing European Games Material made available on the on-demand/catch-up TV services of Non-Rights Holder may remain available for viewing for a maximum of 7 days from the date of first transmission of the relevant News Programme. For the avoidance of doubt it is acknowledged that such on-demand / catch-up TV services may be delivered by means of Internet Websites, Mobile Platforms and Mobile Apps.

- 9) **No GEFs, play-by-play commentary or other analogous coverage.** The following are prohibited:
(i) Broadcast and Exhibition or any other kind of exploitation via any type of platform of any play-by-play commentary; (ii) EG Content transformed into graphic animated formats such as animated GEFs (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 EG Content, whether on a live or delayed basis.
- 10) **No Alteration of EG Content.** No use of EG Content permitted pursuant to these NARs shall alter or modify, by any means (including the imposition of any graphic elements on the EG Content), the factual reality of any EG Event, EG Venue or in respect to any participant (including his/her performance).

D. RULES APPLICABLE TO USE OF SHORT EXTRACTS FOR NEWS REPORTING BY MEANS OF NON-TELEVISION DELIVERY

- 11) For the purposes of these Rules the expression “Non-Television Delivery” shall mean the making available by Non-Rights Holders in their respective territories only of Short Extracts of European Games Material for the purposes of reporting news stories on:
 - a) a single Internet Website of each Non-Rights Holder;
 - b) a single Mobile Website and a single Mobile App of each Non-Rights Holder; and
 - c) a single Social Media Outlet of each Non-Rights Holder.
- 12) Any use by Non-Rights Holders of short extracts of European Games Material for news reporting by means of Non-Television Delivery must comply with the following rules, conditions and restrictions:
- 13) **Use in Digital News Services only:** European Games Material may only be accessible via bona fide digital news or sports news services of Non-Rights Holders, and included only in the sections dedicated to news or sports news of the Internet Website, Mobile Website, Mobile App or Social Media Outlet (as appropriate) of the Non-Rights Holder (“**Digital News Service**”). Digital News Services must not be positioned or promoted as European Games websites or digital services.
- 14) All use of European Games Material used pursuant to this section D shall remain subject to the following restrictions:
 - a) **Three (3) Minutes Per Day:** Non-Rights Holders may use a maximum of three (3) minutes of European Games Material per day which may be included in any number of News and/or sports News Programmes.
 - b) **Courtesy Credit/Rights Holder “Bug”:** Each use of European Games Material in accordance with these Rules must give an on-screen credit to the local Rights Holder either by leaving on the Rights Holders watermark for the duration of the Short Extract or, should the European Games Material not be sourced through the local Rights Holder, by adding a super video credit for the Rights Holder for the duration of the clip to read as follows: “Courtesy (Name of Rights Holder)”, provided always that



such display of the credit/bug is in accordance with applicable local law, and accords with established custom and practice in the relevant broadcasting market. Transnational All-News and All-Sports News channels will give an on-screen credit to the EOC.

- 15) All other clauses in Section C above shall apply to this Section D.

E. RULES GENERALLY APPLICABLE ON-SITE TO ALL NON-RIGHTS HOLDERS

- 16) Non-Rights Holders, provided they are holders of ENR accreditation may be granted access (subject always to Rules 16 and 17), with professional video and audio equipment, to the I-Zones.
- 17) Only Rights Holders are permitted to film within European Games Venues and to broadcast European Games Material.

However, notwithstanding the above, a limited number of 'E' and ENR Accredited Media:

- a) may be permitted to bring professional video and audio equipment into the I-Zones for the purposes of covering interviews. Footage taken of interviews must be within the I-Zones and shall not be considered subject to the restrictions contained in these News Rules; and
- b) may exhibit, by means of Television Delivery and/or Non-Television Delivery, all or portions of interviews that take place in the I-Zones, without any territorial restrictions, provided that there is a delay of at least thirty minutes from the conclusion of the interview; and
- c) will have access with professional video and audio equipment to European Games official press conferences subject to available space and access/security procedures and Section G below.
- 18) Non-Rights Holders with ENR accreditation shall not have access to European Games events listed as high-demand ticketed sessions and acknowledge that, due to limitations regarding available space, it may not be possible to permit access for all ENR Accredited Non-Rights Holders to make recordings at the I-Zones. Where Non-Rights Holders are permitted to bring professional video and audio equipment into the I-Zones, they agree to be accompanied by an MEGOC press officer at all times. Decisions as to whether or not to grant access to I-Zones shall be at EOC's absolute discretion. Non-Rights Holders acknowledge that only Rights Holders shall be permitted access with professional video and audio equipment to mixed zones.
- 19) Non-Rights Holders must:
- a) not make available or provide European Games Material to any third party except that News Agencies having an agreement with the EOC may make such European Games Material available to their regular clients, in accordance with their standard distribution procedures, and provided always that they fully commit to (in their terms of service with their customers) all terms and conditions, rules and restrictions set out in these Rules and procure full compliance with the same by their customers;
- b) ensure that no advertising, promotion, publicity or other message appears at the same time as European Games Material and/or at the same time as any other coverage of the European Games which contains any European Games imagery or European Games Marks (be it superimposed or on a split screen or otherwise or, in the case of Non-Television Delivery, within the video player used to display the European Games Material, unless authorised by the EOC); and
- c) ensure that no advertising or other message or promotion (including any broadcast programme sponsorship) is placed before, during or after the broadcast and/or display of European Games Material, in such a manner as to imply an association or connection between any third party, or any third party's product or service, and European Games Material or the European Games.



F. RULES APPLICABLE TO NEWS REPORTING BY MEANS OF AUDIO ONLY SERVICES

- 19) Non-Rights Holder Audio-Only Services may use European Games Material in their News Programmes in their respective territories, under the following conditions:
- a) European Games Material may be used only as a part of News programmes and/or sports News Programmes. Such programmes shall not be positioned or promoted as European Games programmes.
 - b) Non-Rights Holders shall not broadcast or originate play-by-play commentary or analogous coverage of any European Games Material, whether on a live or delayed basis, or any other material obtained while inside a European Games Venue, including interviews, except with respect to interviews held in the I-Zones, so long as there is a delay of thirty (30) minutes from the conclusion of the press conference.
 - c) Actual commentary of competition events taped from the television coverage of the Rights Holder in the particular territory can only be used with the express written permission of the Rights Holder.
 - d) Non-Rights Holders, provided they are holders of ENR accreditation, will have access, without audio equipment, to European Games Venues and, with audio equipment, to the I-Zones (subject always to Rules 16 and 17 above). Specifically, mobile telephone / Skype or equivalent voice only interviews with athletes and team officials are strictly prohibited from European Games Venues, including mixed zones and I-Zones. ENR accredited journalists are not permitted to do telephone voice reports from European Games Venues.

G. EUROPEAN GAMES VENUES

- 20) During the period from two days prior to the Opening Ceremony of the European Games until the day after the Closing Ceremony of the European Games, the European Games Venues will be open to all ENR accredited Non-Rights Holders for the purposes of filming and recording interviews and reports, subject always to the following Rules which apply to all Non-Rights Holders:
- a) Advertising, promotional and identification material on crew members' clothing or equipment must be minimal and unobtrusive. The EOC, at its discretion, may require that the advertising, promotional and identification material be removed or covered up. Promotional or other advertising material must not be distributed;
 - b) There shall be no live broadcasts or purported live or "as live" broadcasts;
 - c) An interview that is filmed in any European Games Venue with an athlete who has competed or will compete, or accredited coach or trainer, shall be considered as European Games Material and, consequently, shall be subject to the conditions contained in these News Access Rules and will be included in the total of three (3) minutes per day referred to in Part B above; and
 - d) No material filmed or recorded in any European Games Venue may be made available to any third party, except News Agencies having an agreement with the EOC may make such material available to their regular clients, in accordance with their standard distribution procedure; and
 - e) Non-Rights Holders may not erect facilities of any type within any European Games Venue areas at any time.

H. INFRINGEMENTS AND MONITORING

- 21) The EOC, MEGOC and Rights Holders will monitor compliance with these Rules for the duration of the European Games.
- 22) The EOC reserves the right to revoke access permits provided to Non-Rights Holders under these Rules to any European Games Venues for the duration of the European Games in the event of any breach and to take other steps to secure compliance with these rules and prevent risk of future breaches. The accreditations of any organisation or person(s) accredited at the European Games may be withdrawn without notice, at the discretion of the EOC, for purposes of ensuring compliance with these Rules.



- 23) These Rules shall be in effect from 21 until 30 June 2019 inclusive. The EOC reserves the right to amend these Rules as it deems appropriate. The EOC shall be the final authority with respect to the interpretation and implementation of these Rules.
- 24) Any dispute, controversy or claim arising from or in connection with the execution or interpretation of these News Access Rules 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 Court of Arbitration for Sport (“CAS”) for final and binding arbitration in accordance with the Statute and Regulations of the CAS. The decisions of the CAS shall be final, binding and non-appealable.

I. OTHER APPLICABLE EOC GUIDELINES

In addition to the terms and conditions included in these NARs, all other guidelines made available by the EOC through <http://www.eurolympic.org/documents-publications/> may apply, including, without limitation, the “EOC Social and Digital Media Guidelines for persons accredited to the 2nd European Games Minsk 2019” and the “EOC Guidelines for Editorial use of the EG Properties by Media Organisations”.

F. CONTACT INFORMATION

For obtaining EG Material and News Content please contact the Host Broadcaster at info@isbvtv.es. For any issue related to these NARs, including their interpretation and implementation or reporting on infringements, please contact the EOC at: legal@eurolympic.org

G. DEFINITIONS

“All-News Network” means a channel which has news as its sole or predominant content.

“All-Sports Network” means a channel which has sports as its sole or predominant content.

“All-Sports News Network” means a channel which has sports news as its sole or predominant content.

“Audio-only Service” means any service for the transmission and/or delivery of audio-only media content, including without limitation radio stations and so-called “Internet radio” services.

“Authorised News Agency” means a News Agency which has an agreement with the EOC to report upon and syndicate news stories relating to the European Games, which stories may include Short Extracts of European Games Material.

“Bona Fide News Organisation” is an organisation which provides news services as one of its principal services or as its only service.

“Digital News Service” has the meaning set out in clause 13.

“E Accredited Media” means written press, photographers and other Non-Rights Holders who have been accredited to report on the European Games.

“ENR” means accredited Non-Rights Holder.

“European Games (EG)” or “Games” means the Minsk 2019 European Games.

“European Games Marks (EG Marks)” means the official logo, mascot, pictograms and other identifications, designations, and insignias identifying the European Games.



“European Games Material (EG Material)” means sounds or images of any European Games event, wherever and whenever broadcast and however sourced, including sporting action, Opening and Closing ceremonies, medal ceremonies or other activities which occur at European Games Venues or which take place in any of the venues as part of the events and activities organised by MEGOC.

“European Games Venue(s)” shall include all venues which require a European Games accreditation card or ticket to gain entry, including the Athletes Villages, the Village Flag Square, the Dinamo Stadium, the Medal Plaza, the competition venues, the training and practice venues, the Mixed Zones, the IBC and the MPC.

“IBC” means the International Broadcast Centre.

“Internet” means the network of interconnecting computer systems known as the Internet which transfers data using Internet Protocol (IP).

“Internet Website” means a set of interconnected webpages, accessible via the Internet usually including a homepage and prepared and maintained as a collection of information and resources by a person, group, or organization.

“I-Zone” means an area within or proximate to European Games Venues set aside for the purposes of conducting and recording interviews.

“MEGOC” means the Minsk European Games Organising Committee.

“Mobile App” means a software application developed for use on mobile devices and tablets that use a particular mobile operating system, which application delivers, inter alia, audio-visual content to particular mobile devices that use that mobile operating system;

“Mobile Platform” means any network or service that uses mobile communications standards and protocols for the delivery of voice, data and audio-visual services

“Mobile Website” means any Internet website that is customised or optimised for viewing on mobile devices.

“MPC” means the Main Press Centre.

“NARs” means these News Access Rules, as amended by the EOC from time to time at the EOC’s sole discretion.

“NARs Undertaking” means the to be agreed undertaking, in accordance with the EOC’s model template provided together with these NARs (in Annex), to be provided by (i) Distribution or News Agencies, and their affiliates and subscribers and (ii) Non-RHBs, accessing EG Material (whether through an RHB or a Distribution or News Agency) or Archive EG Material or News Content, as a commitment to fully comply with all the terms and conditions of these NARs.

“News Agency” means a media organisation whose primary business is the reporting and syndicating of news.

“News Media Organisation” means any national or international publisher of news in hard copy or electronic format, including without limitation, newspapers, online news services, and Internet portals.

“News Programmes” means bona fide news or sports news programmes of which the actual news or sports news element constitutes the main feature.

“Non-Rights Holder” shall have the meaning as set out in paragraph A.

“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).

“Radio Broadcaster” means any operator of an Audio-only Service.

“Rights Holding Broadcaster/Rights Holder” (RHBs) means an organization which has been granted the right to broadcast the European Games in a particular territory.

“Short Extracts” means edited clips or excerpts taken from European Games Material.

“Simulcast” means in relation to a channel transmitted by means of Television Delivery the simultaneous transmission of the entire programming content in the same order and at the same time on and by means of a media distribution platform different to the one on which the channel is carried (which may include without limitation Internet and Mobile Platforms).

“Social Media Outlet” means, in relation to a Non-Rights Holder, a distinct Non-Rights Holder-maintained area, whose editorial content is produced by that Non-Rights Holder, within a third party social media website or web service (including, by way of example only, a Non-Rights Holder YouTube “channel”, Facebook “profile” or “page” such as a Facebook “fan page”) and which carries the branding of the Non-Rights Holder.

“Television” means the transmission of audio-visual television programming by means of electronic signals (including without limitation by means of analogue terrestrial television, digital terrestrial television, satellite television, cable television, IPTV and mobile broadcasting technology).

“Television Broadcaster” means a media company organization which broadcasts one or more television channels by means of, inter alia, Television Delivery.

“Television Delivery” means the delivery of television programmes to viewers by means of Television.

“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.



NARs UNDERTAKING - MINSK 2019

The Non-RHBs and the affiliated and subscribing entities of the Distribution Agencies and News Agencies (the “NARs Requestors”) requiring access to EG Material or News Content for the exclusive purpose of reporting on the EG during the Games Period, and in strict accordance with the News Access Rules applicable to the 2nd European Games Minsk 2019 (“NARs”), may benefit from access to EG Content only upon complete and express prior acceptance of the terms and conditions set out in this “NARs Undertaking”, and in conjunction with any additional specific terms the EOC may put in place for this purpose.

TERMS AND CONDITIONS

During the European Games Period, and in respect to the European Games, the NARs Requestor acknowledges and agrees:

1. To act in conformity with the NARs and all other guidelines made available by the EOC through <http://www.eurolympic.org/documents-publications/> that may apply, including, without limitation, the Photographers’ Undertaking, and the “EOC Guidelines for Editorial use of the EG Properties by Media Organisations, 2019.
2. That the EOC, MEGOC and the RHBs will monitor compliance with these Terms and Conditions.
3. That in the event of any breach or non-fulfilment of this NARs Undertaking, the EOC reserves the right (without limiting any other remedy or sanction available to it), at its sole discretion, to immediately request, without notice, the RHB, Distribution Agencies or News Agencies concerned to cease granting access to EG Content to the NARs Requestor for the Games Period and future editions of the European Games.
4. That this duly signed NARs Undertaking shall be returned to the Host Broadcaster, Distribution Agencies or News Agencies either by email or by post. EG Content will be provided by the Host Broadcaster, Distribution Agencies or News Agency concerned only upon receipt of this signed NARs Undertaking.
5. To indemnify, defend, and hold harmless the EOC, MEGOC and the RHBs from any damages resulting from/or linked to a breach of this NARs Undertaking.
6. That NARs Requestors shall credit local RHBs in connection with their use of EG Material, in the manner and form as determined by the local RHB. Likewise, the EOC shall also be credited in connection with the use by NARs Requestors of EG Material and News Content.
7. That any dispute, controversy or claim arising from or in connection with the execution or interpretation of this NARs Undertaking 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, for which the seat of arbitration shall be at Lausanne, Switzerland, and the language shall be English.
8. That the capitalised terms used in this NARs Undertaking have the meaning set out within this document or as provided in Chapter VII - Definitions of the NARs.

Full name of the NARs Requestor: _____

Read and agreed by the NARs Requestor:

SIGNATURE: _____

FULL NAME: _____

TITLE: _____

DATE: _____