



International  
**Paralympic**  
Committee

## Rules for the use of short extracts for news reporting applicable for the PyeongChang 2018 Paralympic Winter Games

2017

**International Paralympic Committee**

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## A. INTRODUCTION

The International Paralympic Committee (IPC) governs the Paralympic Movement and is the exclusive owner of the Paralympic Games and owns all rights and data relating thereto. In particular all rights relating to the organisation of the Paralympic 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 IPC. The IPC in conjunction with the respective Organising Committee determines the conditions of access to Paralympic Venues including to the competitions and sports performances of the Paralympic Games.

These Rules apply to the use for news purposes of moving images of the PyeongChang 2018 Paralympic Winter Games to take place in PyeongChang, South Korea (the “Games”) by non-rights holding Television Broadcasters, Radio Broadcasters and News Media Organisations (together referred to as “Non-Rights Holders”). All Paralympic Material is subject to and protected by national and international copyright laws throughout the world, and such copyrights are the exclusive property of the IPC.

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 IPC to broadcast Paralympic Material for a particular territory (“Rights Holders”) may do so. No other organisation may broadcast or distribute audio-visual or audio-only coverage of any Paralympic event, including training venues, sporting action, the Opening Ceremony, the Closing Ceremony, victory ceremonies, mixed zones interviews or other activities which occur at Paralympic Venues, including the Paralympic Common Domain, Medals Plaza, Paralympic Village and Village Plaza, during the Paralympic 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 PARALYMPIC MATERIAL

- 1) **Sources of Paralympic Material for editing and broadcasting of Short Extracts for News Reporting.** Non-Rights Holders may make arrangements to gain access to Paralympic Material for use in News Programming in accordance with these Rules via one or more of the following sources:
  - a) Rights Holders in territories where there is a rights-holder (Schedule 1: PyeongChang 2018 Paralympic Winter Games – TV Rights Holding Broadcasters (RHBs));
  - b) The Host Broadcaster (OBS). It is envisaged that the OBS will make available at 10.00 local time 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 the IPC.
- 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 Paralympic 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 OBS 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 Paralympic Material for News Reporting by means of Television Delivery is strictly subject to the following restrictions:
  - a) **Use in News Programmes only:** Paralympic 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 Paralympic or Games programmes.



- b) **Three (3) Minutes Per Day:** Non-Rights Holders may use a maximum of three (3) minutes of Paralympic Material per day which may be included in any number of News and/or sports News Programmes.
- 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 Paralympic 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 Paralympic 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 IPC. Authorised News Agencies will inform their clients of the obligation under this clause.
- 6) Paralympic 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 9 below, Non-Rights Holders may only transmit such Paralympic Material as well as other archive Paralympic Material with the express prior written consent of the IPC 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 Paralympic 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 Paralympic 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 Paralympic 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 Paralympic Material abstracted from such News Programmes, News Programmes containing Paralympic 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.

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

- 9) 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 Paralympic 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.
- 10) Any use by Non-Rights Holders of short extracts of Paralympic Material for news reporting by means of Non-Television Delivery must comply with the following rules, conditions and restrictions:
- 11) **Use in Digital News Services only:** Paralympic 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 Paralympic or Games websites or digital services.
- 12) All use of Paralympic 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 Paralympic 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 Paralympic 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 Paralympic 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 IPC. Authorised News Agencies will inform their clients of the obligation under this clause.

13) All other clauses in C above shall apply to this section D.

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

14) Non-Rights Holders, provided they are holders of ENR accreditation will have access, with professional video and audio equipment, to the Main Press Centre (“MPC”).

15) Generally only Rights Holders are permitted to film within Paralympic Venues and to broadcast Paralympic Material.

However, notwithstanding the above ‘ENR’ Accredited Media:

- a) are permitted to bring professional video and audio equipment into the MPC for the purposes of covering official press conferences. Footage taken of press conferences must be within the MPC 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 press conferences that take place in the MPC, without any territorial restrictions, provided that it is not live.
- c) will have access with professional video and audio equipment to the Paralympic Common Domain and to all official press conferences held in the MPC as well as access,



without such equipment, to other Paralympic venues, including the Paralympic Village, subject to available space and access/security procedures.

16) Non-Rights Holders with ENR accreditation shall not have access to Paralympic events listed as high-demand ticketed sessions.

17) Non-Rights Holders must:

- a) not make available or provide Paralympic Material to any third party except that News Agencies having an agreement with the IPC may make such Paralympic 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 Paralympic Material and/or at the same time as any other coverage of the Paralympic Games which contains any Paralympic imagery or Paralympic 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 Paralympic Material, unless authorised by the IPC); 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 Paralympic 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 Paralympic Material or the Paralympic Games.

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

18) Non-Rights Holder Audio-Only Services may use Paralympic Material in their News Programmes in their respective territories, under the following conditions:

- a) Paralympic 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 Paralympic Games programmes.
- b) Non-Rights Holders shall not broadcast or originate play-by-play commentary or analogous coverage of any Paralympic Material, whether on a live or delayed basis, or any other material obtained while inside a Paralympic Venue, including interviews,



except with respect to official press conferences held in the MPC, so long as there is a delay of thirty 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 Paralympic venues and, with audio equipment, to the MPC. Specifically, mobile telephone/Skype or equivalent voice only interviews with athletes and team officials are strictly prohibited from Paralympic Venues, including mixed zones. ENR accredited journalists are not permitted to do telephone voice reports from Paralympic Venues, including the Paralympic Common Domain.

## **G. PARALYMPIC COMMON DOMAIN**

19) During the period from two days prior to the Opening Ceremony of the Paralympic Games until the day after the Closing Ceremony of the Paralympic Games, the Paralympic Common Domain 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. PyeongChang 2018 and/or the IPC, at their 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 the Paralympic Common Domain with an athlete who has competed or will compete, or accredited coach or trainer, shall be considered as Paralympic Material and, consequently, shall be subject to the conditions contained in these News Access Rules and will be included in the total of three minutes per day referred to in Part B above; and
- d) No material filmed or recorded in the Paralympic Common Domain may be made available to any third party, except News Agencies having an agreement with the IPC 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 the Paralympic Common Domain areas at any time.





## H. INFRINGEMENTS AND MONITORING

- 20) PyeongChang 2018 and the IPC will monitor compliance with these Rules for the duration of the Paralympic Games.
- 21) The IPC reserves the right to revoke access permits provided to Non-Rights Holders under these Rules to the Paralympic venues, including the Paralympic Common Domain, for the duration of the Paralympic 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 Paralympic Games may be withdrawn without notice, at the discretion of the IPC, for purposes of ensuring compliance with these Rules.
- 22) These Rules shall be in effect from the beginning of the transition period 27<sup>th</sup> February 2018, until the closing of the Paralympic Village, 24<sup>th</sup> March 2018. The IPC reserves the right to amend these Rules as it deems appropriate. The IPC Governing Board shall be the final authority with respect to the interpretation and implementation of these Rules.
- 23) 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 IPC, 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. 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 IPC to report upon and syndicate news stories relating to the Games, which stories may include Short Extracts of Paralympic 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 11.

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

**“ENR”** means accredited Non-Rights Holder.

**“Games Marks”** means the official emblem, mascot, pictograms and other identifications, designations, logos and insignias identifying the Paralympic Games and does not include the Paralympic Symbol.

**“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.

**“IPC”** means the International Paralympic 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.

**“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.

**“OBS”** means the Olympic Broadcasting Services, the host broadcaster of the Paralympic Games.

**“Paralympic Common Domain”** means the common domain areas outside the multiple Paralympic Venues including the PyeongChang Olympic Stadium, the Alpensia Biathlon Centre, Jeongseon Alpine Centre, the Gangneung Hockey Centre, the Gangneung Curling Centre, the Medal Plaza and the IBC.

**“Paralympic Games”** or **“Games”** means the PyeongChang 2018 Paralympic Winter Games.

**“Paralympic Games Period”** means the period from 03 March 2018, until the closing of the Paralympic Village, 24 March 2018.

**“Paralympic Marks”** means the Paralympic Symbol and the Games Marks.

**“Paralympic Material”** means sounds or images of any Paralympic event, wherever and whenever broadcast and however sourced, including sporting action, Opening and Closing ceremonies, medal ceremonies or other activities which occur at Paralympic Venues or which take place in any of the venues as part of the events and activities organised by PyeongChang 2018 during the Games Period.

**“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, Village Plaza, the competition venues, the training and practice venues and the Paralympic Common Domain.

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

**“Rights Holding Broadcaster/Rights Holder”** means an organisation which has been granted the right to broadcast the Paralympic Games in a particular territory.

**“PyeongChang 2018”** means the Organising Committee of the Paralympic Winter Games of 2018 in PyeongChang, South Korea.

**“Short Extracts”** means edited clips or excerpts taken from Paralympic 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 audiovisual 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 organisation 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 Plaza”** means the Square which will be located adjacent to but separated from the residential zone of the Paralympic Village which will host a number of activities including Team Welcome Ceremonies.



## **SCHEDULE 1: PyeongChang 2018 Paralympic Winter Games - TV Rights Holding Broadcasters (RHBs)**

The following list presents an overview of Rights Holding Broadcasters (RHBs) in territories where there is a rights-holder:

1. Albania, EBU
2. Algeria, EBU
3. Andorra, EBU
4. Armenia, EBU
5. Azerbaijan, EBU
6. Australia, Australian Paralympic Committee (sub-licensee: TBD)
7. Austria, EBU
8. Belarus, EBU
9. Belgium, EBU
10. Bosnia-Herzegovina, EBU
11. Bulgaria, EBU
12. Canada, Canadian Paralympic Committee (media consortium)
13. China, CCTV
14. Croatia, EBU
15. Cyprus, EBU
16. Czech Republic, EBU
17. Denmark<sup>[1]</sup>, EBU
18. Egypt, EBU
19. Estonia, EBU
20. Finland, EBU
21. France<sup>[2]</sup>, EBU
22. Georgia, EBU
23. Germany, EBU
24. Great Britain, Channel 4/BBC Radio (radio only)
25. Greece, EBU
26. Hungary, EBU
27. Iceland, EBU

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<sup>[1]</sup> Including Faroes and Greenland

<sup>[2]</sup> Including French Guiana, French Polynesia, Guadeloupe, Reunion, Martinique, Mayotte, New Caledonia, St Pierre and Miquelon, French Southern and Antarctic Lands, Wallis and Futuna Clipperton, Saint Barthelemy and St Martin



28. Republic of Ireland, EBU
29. Israel, EBU
30. Italy, EBU
31. Japan, NHK
32. Jordan, EBU
33. Kazakhstan, EBU
34. Kosovo, EBU
35. Kyrgyzstan, EBU
36. Latvia, EBU
37. Lebanon, EBU
38. Libya, EBU
39. Liechtenstein, EBU
40. Lithuania, EBU
41. Luxembourg, EBU
42. Macedonia, EBU
43. Malta, EBU
44. Moldova, EBU
45. Monaco, EBU
46. Montenegro, EBU
47. Morocco, EBU
48. Netherlands<sup>[3]</sup>, EBU
49. New Zealand, TVNZ
50. Norway<sup>[4]</sup>, EBU
51. Poland, EBU
52. Portugal<sup>[5]</sup>, EBU
53. Romania, EBU
54. San Marino, EBU
55. Serbia, EBU
56. Slovakia, EBU
57. Slovenia, EBU
58. South Africa, SuperSport
59. South Korea, KBS
60. Spain<sup>[6]</sup>, EBU

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<sup>[3]</sup> Including Aruba and The Netherland Antilles (Bonaire, Curacao, Saba, Saint Martin, Saint Eustatius)

<sup>[4]</sup> Including Spitzbergen

<sup>[5]</sup> Including The Azores and Madeira

<sup>[6]</sup> Including The Canary Islands



61. Sweden, EBU
62. Switzerland, EBU
63. Tajikistan, EBU
64. Tunisia, EBU
65. Turkey, EBU
66. Ukraine, EBU
67. USA, NBC
68. Uzbekistan, EBU
69. Vatican, EBU