

## 1. AGREEMENT WITH THE IOC

This document defines the conditions for accessing and using the Platform made available by the International Olympic Committee (the "**Provider**") to stakeholders' guests through its Ultimate Access Programme (UAP) platform (the "**Platform**") during the Olympic and/or Paralympic Winter Games Milano Cortina 2026. The Platform allows stakeholders' guests that have submitted their participants' data in the Guest Pass functionality of the Games Management System (GMS) for background check purposes (for in persons UAPs), to be granted a UAP pass produced by Milano Cortina 2026. For virtual UAPs, the data is necessary for log in to an experience. The terms contained herein, as well any additional terms which may be notified to you (together "**Terms of Service**"), constitute a binding agreement between you and the Provider governing your access and use of the Platform including all kinds of content made available therein (such as text, pictures, audiovisual, audio, graphics, drawings, databases, user comments, materials, data and computer code related thereto and any other content made available now or in the future, collectively the "**Content**"). By accessing or using the Platform, you agree to comply with and be bound by these Terms of Service. Please read these Terms of Service carefully before using the Platform. If you do not agree with the Terms of Service, please refrain from accessing or using the Platform. These Terms of Service do not alter, modify or supersede any other agreement you or your organisation may have with the IOC and/or the IOC provider, its subsidiaries or affiliates, which shall continue to apply including, where applicable, in relation to your access and use of the Platform and Content.

By using the Platform, the TOP partners or other stakeholder UAP managers, handling the programme for their guests, confirm that they have shared these Terms of Service with their guests and are liable for their guests' compliance with such Terms of Service.

## 2. USE OF THE PLATFORM

### 2.1 Eligibility and Content.

Access and use of the Platform are by IOC invitation only and reserved to authorized users, approved by the IOC (a "**User**"). All rights to access the Platform are conditional upon the existence of legitimate business needs, as determined by the IOC. If you access the Platform otherwise than upon invitation from the IOC, you are not eligible to use the Platform and must discontinue such use immediately and delete all copies of any document you may have downloaded. Content is made available to you and other users of the Platform based on the IOC's determination of your and other users' specific business needs. Not all Content will be made available to you and you agree that the IOC has sole discretion to determine which Content it makes available to you based on its understanding of your business needs.

### 2.2 Authorized uses.

The Platform, including any Content, are made available solely for your professional use, in the context of and as necessary for your, and your organisation's relationship with the IOC, in the respect of applicable laws and of these Terms of Service (in particular Sections 2.3, 3, and 5).

### 2.3 Unauthorized uses.

The following uses of the Platform, including any Content are specifically prohibited:

2.3.1 Use of the Platform, including any Content and IOC Feature for any other purposes than as authorized under Section 2.2 above. In particular, and except covered by legitimate business needs related to your, and your organisation's relationship with the IOC, the modification (in whole or in part and by any means), the permanent copying or storage of the Platform (including any Content), the IOC Features (as defined in Section 3.1 below), or any part thereof or their re-distribution, including their dissemination, publication, distribution, transmission, creation of derivative elements or works from, or communication to the public, broadcast of or otherwise making available, by any means or in any manner or form, is strictly prohibited, without IOC's prior approval.

2.3.2 Use the Platform in any way that (i) undermines the functioning or integrity of the Platform and/or the IOC's or third party's IT systems or services (ii) reduces the availability or

accessibility of the Platform, (iii) causes damage to the IOC, any other member of the Olympic Movement, or any third party (iv) infringes upon the intellectual property rights, image rights, personal rights or other rights of any third party (including the circumvention of technological measures established for the protection of such rights) or (v) is linked to any unlawful, fraudulent or harmful purpose or activity.

- 2.3.3 Use of the Platform to upload, store, submit or make available through any User Content which is unlawful, fraudulent, obscene, which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other similar malicious software, or which infringes upon the intellectual property rights, or other rights of any third party.
- 2.3.4 Use of the Platform to conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) without IOC's express prior written consent.
- 2.3.5 Use of or attempt to use any Content that was not intended to be made available to you on The Platform; or
- 2.3.6 Allow third parties to use your log-in information and password to access the Platform.

### 3. INTELLECTUAL PROPERTY

#### 3.1 *Ownership of the Platform and their Content.*

The Platform is owned by the IOC and/or its licensors (as might be the case). Unless otherwise indicated, any and all rights title and interest (including any intellectual property rights) in and to the Content featured, displayed or made available or distributed to you pursuant to the Platform and all trademarks, distinctive signs, logos, designs, layout, theme, look and feel available on the Platform or any Content (the "**IOC Features**"), belong to the IOC. If you download or use any Content to the extent permitted and as necessary to use the Platform, you shall not amend, obscure or remove any IOC intellectual property that features therein, nor any copyright or other proprietary notices that appear on such Content. Moreover, the use of any such Content shall be in strict accordance with the specific terms or notices of the IOC. All rights not expressly granted in the present Terms of Service are reserved and restricted to the IOC and its licensors and, in particular, your use of the Platform shall not be construed as authorizing or granting you any authorization or license to (i) use any of the Olympic Properties (as defined by the Olympic Charter and as periodically updated), including without limitation the Olympic symbol, the Olympic Games emblems, trademark(s), theme(s), logo(s), mascot(s) or other designation(s) and any intellectual property right in connection with them.

#### 3.2 *Use of the Platform and Content*

Subject to compliance with these Terms of Service and only to the extent necessary to use the Platform the IOC grants you a limited, individual, non-exclusive, non-assignable, non-transferable, worldwide, royalty-free and revocable license:

- 3.2.1 to access and use the Platform and any Content made available to you by the IOC (including any IOC Features); and
- 3.2.2 to submit, upload or post such Content to the Platform, as permitted by the IOC and in accordance with these Terms of Service.

The IOC may, at its sole discretion, suspend or immediately terminate your license to access and use the the Platform and any Content, if the IOC has reasonable grounds to consider you have committed a breach of the Terms of Service.

#### 3.3 *Your Content*

To the extent such functionalities are available to you within the relevant the Platform, you may submit your content which will be reproduced, hosted and stored by the IOC (or by the IOC's designee) at the direction of

other Users, for their use within the Platform. By submitting any of your Content through the Platform (jointly "**Your Content**") you confirm that you:

- 3.3.1 allow other Users to use Your Content in conformity with the present Terms of Service; and grant the IOC a non-exclusive, worldwide, royalty-free, assignable, transferable license to use, reproduce, display, transmit, distribute and create derivative elements or works based upon Your Content on the Platform, in whole or in part, through any media and technology now known or hereafter devised, providing access to the Platform for the purposes of operating, developing and maintaining the Platform and/or to make it available to Users. You grant such license to the IOC for as long as Your Content remains hosted and/or stored on the Platform;
  - 3.3.1 undertake to waive any moral or similar rights against the IOC. To the extent that any such waivers are not permitted under any applicable law, You agree on an irrevocable and unconditional basis not to exercise any such rights against the IOC; and
  - 3.3.1 will ensure, at Your sole cost, that any third-party materials used and incorporated within Your Content shall be free and clear of any and all third-party rights to the extent necessary to ensure that the IOC's and Users' right to use (including rights to license or sub-license) can do so in accordance with these Terms of Services, free of any dispute, restriction or impairment. You further confirm such third party materials comprised within the Your Content will not be subject to any additional payment, fee and/or royalty from the IOC and/or Users.
- 3.4. Through configuration of access, edit and further use parameters, You may restrict accessibility to Your Content by other Users, as well as restrict other Users' ability to edit, modify, copy, take or delete excerpts of, reproduce, re-post or delete Your Content. It is your responsibility to configure the access, edit and further use functions relating to all of Your Content that you upload on the Platform. Further, it is your responsibility to comply with all legal requirements applicable to Your Content (arising, by way of example only, from any confidentiality requirements, data protection or intellectual property rights considerations) as well as comply with all rights specific to Your Content.

#### **4. DATA PROTECTION**

- 4.1. Any personal data you provide in the Platform will be processed by the IOC in accordance with these Terms of Service and particularly this Section 4, the Privacy Policy available [here](#) as supplemented by the Information notice on the processing of personal data of participants and other accredited persons for the Olympic Winter Games Milano Cortina 2026 available [here](#). Notifications and information relevant to your use of the Platform may be sent to you by the IOC through a notification banner on the Platform, and/or by email to your address.
- 4.3. The Platform may allow you to access personal data of third parties. In order to protect the confidentiality and integrity of such personal data and protect the legal rights of the concerned individuals, you are required to take the following precautions and measures:
  - 4.3.1 Keep all such personal data confidential and not further transmit it to any third party without the IOC's and, where required by applicable laws, the data subject's prior approval.
  - 4.3.2 Not use the personal data for any other purpose than the one for which it is processed.
  - 4.3.3 Ensure that necessary measures are undertaken in order to protect the confidentiality and integrity of such personal data, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data.
  - 4.3.4 In case of any unauthorised disclosure should occur to personal data under your responsibility, inform the IOC without delay and take all measures necessary to contain and remedy such unauthorised disclosure.

- 4.3.5 Assist the IOC in ensuring compliance with its obligations under applicable data protection laws, and in responding to access request and other data subject requests.

## **5. CONFIDENTIALITY**

Unless otherwise indicated by the IOC or in case of publicly available Content, you shall consider the Platform's Content, as well as any information, document or other data communicated or made available by the IOC or by any third party pursuant to the IOC's request on the Platform (which shall be collectively referred to as "**Confidential Information**"), as confidential and the exclusive property of the IOC or the concerned third party. You undertake and accept to keep all the Confidential Information secret and not to disclose it, wholly or in part, to any third party, and not to make use of the Confidential Information, other than as required for your use of the Platform pursuant to the present Terms of Service, without the prior written authorization from the IOC.

## **6. INDEMNIFICATION**

You shall indemnify, keep indemnified and hold harmless the IOC (including its employees, agents, directors, consultants, representatives, contractors and affiliates) from any and all claims by, or liability to, any third party for loss, damage or injury to persons or property (including legal fees and related costs and expenses), caused by or occurring in connection with your breach of these Terms of Service or any of your Content.

## **7. DISCLAIMER AND WARRANTIES**

Access and use of the Platform may require the installation of the most recent version of the browsers available. You can access and use the Platform through the Internet on browsers like Chrome, Firefox and Microsoft Edge. Please make sure that you are using the latest version of browsers to use the Platform efficiently. You acknowledge that the Platform is provided to you "as is" and that, to the fullest extent permitted by applicable law, the IOC and its directors, employees, content providers, agents and affiliates disclaim all warranties in connection with the Platform, including any Content, and your use thereof. It is your responsibility to verify and ensure that your use of the Platform complies with applicable laws and regulations applicable in your jurisdiction and, if the use of the Platform is in whole or in part prohibited in your jurisdiction, you must discontinue such use immediately. The IOC makes no warranties or representations in relation to the accuracy or completeness of any Content or IOC Feature or the content of any website linked to the Platform. This includes without limitation any errors, mistakes, inaccuracies of Content, as well as its timely and proper delivery, any bugs, viruses, or other malware which may be transmitted to or through the Platform by any third party. The IOC does not systematically monitor the Content made available on the Platform by Users and does not guarantee the accuracy, integrity or quality of such Content.

## **8. LIMITATION OF LIABILITY**

To the fullest extent admissible under applicable law, the IOC (including its subsidiaries, affiliates, successors, and assigns, and their respective employees, agents, directors, officers and shareholders), disclaims any liability to you or any third party for any damage, loss or claim arising from:

- a. your use of any the Platform including any Content or IOC Feature;
- b. your inability to access or use the Platform or any part or parts thereof, or to access any Content or any external services via the Platform;
- c. any change that the IOC may make to the Platform or Content or any part thereof, or any temporary or permanent suspension or cessation of access to the Platform or any Content in or from any or all territories;
- d. any action taken against you by any third party with respect to any alleged infringement of such third party's rights relating to Your Content or your use of the Platform;
- e. any errors or omissions in the technical operation of the Platform, or from any inaccuracy or defect in any IOC Feature or Content;
- f. your failure to keep your log-in information or password confidential.

The above limitations of liability shall not apply in case of damages caused by the IOC's (including IOC's subsidiaries, affiliates, successors, and assigns, and their respective employees, agents, directors, officers and shareholders) intent or gross negligence.

## **9. WAIVER**

No waiver by any party hereto, whether express or implied, of its rights under any provisions of these Terms of Service shall constitute a waiver of such party's rights under such provisions at any other time or a waiver of such party's rights under any other provision of the present Terms of Service. No failure by any party hereto to take action with respect to any breach of the present Terms of Service or default by another party hereto shall constitute a waiver of the first party's right to enforce any provision of these Terms of Service.

## **10. MISCELLANEOUS**

You acknowledge and agree that these Terms of Service does not create a partnership, an employer-employee relationship, joint venture or similar relationship between you and the IOC. The present Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the IOC without restriction. If any clause in these Terms of Service is found to be unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect.

## **11. TERMINATION**

These Terms of Service shall apply for as long as you are allowed by the IOC to use The Platform. Obligations arising from Section 3, 5, 6, 7 and 8 will survive any termination of these Terms of Service. The IOC may at its sole discretion suspend or cancel your right to access and/or use any The Platform, at any time, including without limitation in case the IOC considers that you do not respect the present Terms of Service. Upon cancellation, suspension or any termination, your right to use the Platform and all other rights granted to you under the present Terms of Service will immediately terminate.

## **12. ADDITIONAL TERMS**

TOP partners or other stakeholder UAP managers are required to accept the following additional terms for each stakeholder guest registered:

Filming, photographing and/or sharing of images captured during a Ultimate Access Programme, in particular to any web or social platform, is not permitted unless with the written approval of the IOC.

Recording of any kind is not permitted without the express permission from the IOC.

Please note that some sessions may be recorded by the IOC and used in whole or in part for institutional purposes, including, without limitation, in the context of knowledge transfer, presentation to partners, debriefing, internal training and/or purposes as well as future events and for the time that is strictly necessary for these purposes. Furthermore, the IOC (and/or third parties authorised by the IOC) might capture still or moving images of the sessions to post them on the websites and/or social media of the IOC (or of any third party authorised by the IOC, including influencers), for the purpose of promoting the Ultimate Access Programme, the Olympic values and/or the Olympic movement.

Any such recording of a session as well as the still or moving images captured during a session might imply the use of the stakeholders' guests' image (including, in particular, voice and likeness) and the express consent of the stakeholders' guests is required in this respect. Relevant information will be provided at the beginning of each recorded session so that, if a stakeholder guest does not give, or withdraws, her/his consent, we will ensure that such session will not be recorded and that her/his image is not captured.

For virtual sessions, any such recording of a session as well as the still or moving images captured during a session might imply the use of the stakeholders' guests' image (including, in particular, voice and likeness) and the consent of the Guests is required in this respect (it being understood that such consent shall be given by the stakeholders' guests before their participation to the UAP). Relevant information will be provided at the beginning of each

recorded session so that, if a Guest does not agree, or withdraws her/his consent, to such recordings and/or capture of images, she/he will have the opportunity to opt-out of the session.

Furthermore, TOP partners or other stakeholder UAP managers acknowledge and understand that it is their responsibility to ensure that the stakeholders' guests are aware and comply with the IOC's standards and principles as contained in the Olympic Charter (as available here: <https://olympics.com/ioc/olympic-charter>).

To exercise data subjects' rights, notably to request access, restriction of such processing, deletion or correction of any erroneous or incomplete data, to object to the processing of personal information on grounds relating to a particular situation, or to withdraw consent at any given moment, please contact the IOC through the dedicated email address [support@iocultimateaccess.com](mailto:support@iocultimateaccess.com).

TOP partners, other stakeholder UAP managers and/or stakeholders' guests must visibly wear the UAP pass at all times, which includes competition and training venues, shall not pass it on or transfer it to any other person. Sharing or publishing a UAP pass or its copy, by any means and particularly through social networks, is strictly prohibited. This UAP pass is the property of the International Olympic Committee (**IOC**) and can be removed with immediate effect at the full discretion of the IOC or of Milano Cortina 2026, in particular in case of no respect of the Olympic Winter Games Milano Cortina 2026 Accreditation Terms and Conditions (available on the following website: [ioc.org/accreditation-terms](https://ioc.org/accreditation-terms)) that they have agreed to, as part of the UAP pass issuance process.

For virtual experiences, the Accreditation Terms and Conditions mentioned here above are applicable and any recording is forbidden.

TOP partners, other stakeholder UAP managers and/or stakeholders' guests acknowledge that their UAP Pass can be removed with immediate effect and/or that they can be excluded from the UAP, in the IOC's or Milano Cortina 2026's full discretion, in particular in case they refuse to agree with and/or do not respect these Terms of Service (including the accreditation terms and conditions).

### **13. MODIFICATION OF THE TERMS OF SERVICE**

The IOC reserves the right to change any of the terms and conditions contained in the present Terms of Service, at any time and in its sole discretion. Users will be notified, by email or by other appropriate means of any material changes made to the Terms of Service and changes will be effective immediately upon posting on this website. Your continued use of the Platform following the posting of changes constitutes your acceptance of such changes.

### **14. APPLICABLE LAW AND JURISDICTION**

The present Terms of Service shall be governed, interpreted and construed by, under and pursuant to the laws of Switzerland, without reference to its principle of conflict of laws. You agree that any dispute, controversy or claim arising out of or in relation to the present Terms of Service shall be submitted to the exclusive jurisdiction of the competent courts in Lausanne, Switzerland.

These Terms of Service were last updated on 21 August 2025.

International Olympic Committee, Maison Olympique (Olympic House), 1007 Lausanne, Switzerland.