

Official Film of the Olympic Winter Games Beijing 2022

Global Recruitment Documents for Young Filmmakers

(B) Legal Documents

Contents

Part VI Explanation on Recruitment Documents

Part VII Important Legal Provisions that the Applicant must  
Obey

## **Part VI Explanation on Recruitment Documents**

6.1 Relevant constituent documents of the Recruitment Documents shall be deemed to be mutually explanatory. In case of any contradiction or ambiguity between any such documents, Beijing 2022 reserve the right to explain, clarify, supplement and / or take other necessary measures.

### **6.2 Alteration or withdrawal of Recruitment Documents**

- (1) Beijing 2022 may, for whatever reason, modify, alter or withdraw the Recruitment Documents, at its sole discretion, before the Deadline for accepting Submitted Works(referring to Art.2.2(4)-(8)) expires, without prior notice and without any compensation or indemnification being due to the participants. Such modifications, alterations or withdrawals shall be announced through the official website of Beijing 2022 ([www.beijing2022.cn](http://www.beijing2022.cn)) and shall be effective as of the time of the announcement. The Applicant shall take the above information (i.e.: The Applicant is responsible for checking the aforementioned website in order to use up-to-date documents) as the basis for preparing the Submitted Work.
- (2) Under no circumstances, Beijing 2022, the International Olympic Committee (“IOC”), the IOC Affiliates( refer to any entities existing or to be created, owned or directly or indirectly controlled by the IOC from time to time, including the Olympic Foundation for Culture and Heritage, IOC Television & Marketing Services S.A., Olympic Channel Services S.A., Olympic Channel Services S.L., and Olympic Broadcasting Services S.A), the International Paralympic Committee (“IPC”) and the Chinese Olympic Committee, (including their

respective directors, employees, agents, other representatives or subcontractors) will bear any responsibility/liability to the Applicant in connection with the Recruitment, including but not limited to the following: any technical error, failure or delay in the process of this Recruitment, any loss or injury arising from participation in or failure to participate in this Recruitment, as well as any loss of contents, loss of profits, direct or indirect penalty and damage arising therefrom.

6.3 Any and all Submitted Works submitted by Applicants will not be returned.

6.4 Time reference in the Recruitment Documents and Submitted Works

The days mentioned in the Recruitment Documents and all annexes as well as Submitted Works and related documents all refer to calendar days (not to working days), and all specific time mentioned refers to Beijing time.

6.5 Protection of personal data and information

When the Applicant submits a Submitted Work, he/she agrees to authorize Beijing 2022 to process and use his/her personal information required in the application documents.

All personal information provided by the Applicant according to the Recruitment Documents will be only used for this Recruitment and selection by Beijing 2022, but not for any other purpose.

Among the personal information, the phone number provided by the Applicant will be only used to get in touch with the Applicant, and the passport or ID card information will be only used to verify and confirm the identity of the Applicant. The above information shall be used only for this Recruitment and selection, Beijing 2022 will not disclose the

above information to any other third-party organization.

Beijing 2022 will use the above data and information only in accordance with the aforementioned purposes during the Recruitment. Beijing 2022 will take all reasonable and feasible measures to keep the information provided by the Applicant confidential, and will destroy and delete such information when it is not needed.

#### 6.6 Rights reserved by Beijing 2022

Pursuant to these Recruitment Documents, Beijing 2022 shall be entitled to modify, adjust or withdraw any content contained in the Recruitment Documents according to the preparations and organization of the Beijing 2022 Games.

Beijing 2022 shall be entitled to postpone or change the schedule of the Recruitment.

Beijing 2022 shall be entitled to refuse any or all of the Submitted Works that do not meet the Recruitment requirements or to declare procedures of this Recruitment invalid, at any time before the final Winner is declared. Beijing 2022, the IOC, and the IOC Affiliates shall assume no responsibility and/or liability in this respect.

Beijing 2022 also reserves the right to interpret the Recruitment and these Recruitment Documents.

### **Part VII Important Legal Provisions that the Applicant must Obey**

#### 7.1 Applicable laws

The Recruitment is governed by the laws of the People's Republic of China.

## 7.2 Confidentiality and Restrictions on Publicity

The Applicant shall keep any information with confidential nature related to Beijing 2022, the IOC, IOC Affiliates, the IPC, the COC, the NPCC, and/or the Beijing 2022 Olympic and Paralympic Winter Games confidential, of which they become aware during the Recruitment.

The Applicant must not make commercial publicity of the response to this Recruitment Documents and whether to participate in this Recruitment at any time, any place or in any manner, and must not express or imply any association between the Applicant and the Beijing 2022 Olympic and the Paralympic Winter Games, Beijing 2022, the IOC, the IPC, the COC, the NPCC or the Olympic movement. Beijing 2022 reserves the rights to disqualify the Applicants who violate the restrictions on Publicity during the Recruitment.

Beijing 2022, the IOC, IOC Affiliates, and the IPC is entitled to be indemnified by such Applicants if any loss of Beijing 2022, the Beijing 2022 Olympic and the Paralympic Winter Games arises from the violation of above restrictions on publicity by the Applicants.

## 7.3 Intellectual property rights of the Submitted Work

The Applicant undertakes and guarantees: The Applicant of the Recruitment have all the rights in the Submitted Work or have obtained the permission from other right-holders to submit the Submitted Work and participate in the Recruitment; the copyright and other rights of the Submitted Work (including overall and ant parts of Submitted Work, thereafter the same) are complete and free from any defects; the Submitted Work has not been published in any manner at the time of submission; The Applicant undertakes and guarantees, and ensure other

right-holders (if any) to undertake and guarantee that he/she didn't and will not publish and/or use the Submitted Work nor authorize any third party other than Beijing 2022 to publish and/or use until the announcement of the winners.

7.4 The Applicant confirms and agrees (and ensure other right-holders, if any, agrees) the Recruitment Office and Beijing 2022 are entitled to use the Submitted Work free of charge within the scope of judges and experts engaged in the Recruitment, according to selection arrangement of this Recruitment for the purpose of recruitment and selection. If any other uses are involved, Beijing 2022 shall consult with the Applicant on the cooperation separately on time.

The Applicant confirms that the above use of the Submitted Work by Beijing 2002 does not infringe any copyright personal right (including, without limitation, right of publication) and other rights of any and all right holders.

7.5 Whether the Submitted Work wins a prize or not, the Applicant guarantee the Applicant and the authorized party/transferee of the Applicant, when using the Submitted Work after the Recruitment, shall neither establish any false or unauthorized association (whether direct or indirect) between the Applicant and the Beijing 2022 Olympic and the Paralympic Winter Games, Beijing 2022, the IOC, the IPC, the COC or the NPCC in any circumstances, nor cause any confusion or misunderstanding with Beijing 2022 Olympic and the Paralympic Winter Games, Beijing 2022, the IOC, the IPC or theirs activities.