

FIS Content Exchange Platform – Competition Footage Service Terms of Use

Date: 21.10.2025

Status and Purpose

Welcome to FIS Content Exchange Platform (“**CXP**”) – the content exchange platform operated by the International Ski and Snowboard Federation FIS (“**FIS**”) to provide athletes, National Ski Associations and other authorized Users with competition content from FIS World Cup. These Terms of Use govern the rules and regulations of its utilization.

Before downloading and/or using any competition content from the CXP, you are required to register and accept these Terms of Use. The download and/or use of any Content is understood as the acceptance of these Terms of Use. Content must be used in compliance with media rights regulations and applicable terms of use.

The purpose of this service is to expand awareness and reach, empower NSAs and athletes to tell their own stories, and unlock new commercial opportunities - all while ensuring full compliance with and respect for the value of broadcasting rights.

In addition to competition video footage services, Users will have access to dedicated photography services (specific terms for which are set out at Annex 1) allowing them to share high-quality images from competition events while adhering to the specified terms of use.

In addition to the official Content, athletes and NSAs are permitted to capture behind-the-scenes material using mobile or other approved devices as specified in Section 5.4 of these Terms of Use. Such content is also subject to the Commercialization Guidelines outlined in Section 5.

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1. OVERVIEW – HOW TO AND HOW NOT TO USE CXP CONTENT

- 1.1. The Platform allows Users to download Content and to share it via its official accounts on Digital and Social Media Platforms. The Service is currently free of charge. (see Section 3)
- 1.2. The User shall **not alter Official Graphics or Commentary in its integrity (such as Avatars, filters, AI effects)** of the Content. The Commentary may, however, be muted. Within this scope, the User is entitled to edit, to cut, and/or to add own commentary and/or music to the Content before uploading said Content to its official Digital and Social Media Platforms. (see Section 8)
- 1.3. Compliance with the rules and regulations of the Social Media Platform on which the Content is shared and with other applicable laws, in particular intellectual property rights of third parties (e.g. of musicians or other artists whose music or graphics are added), lies within the **sole responsibility of the User**. In case of infringement, the Operator has the right to request deletion of the Content. (see Sections 8 and 11)
- 1.4. The **Content is provided "as is"**. The Operator makes no warranties with respect to the availability, quality or format of the Content and is not liable for any claims or damages. (see Section 13)

2. DEFINITIONS

The following terminology applies to these Terms of Use.

Account	means a User account for the Platform
Commentary	means the commentary featured in the original Content
Content	means any competition-related film, video, (motion) picture or the like provided on the Platform to which the User is granted access
Official Graphics	means any graphic included in the original Content such as the FIS logo, race time, score points, etc.
Operator	means FIS
Parties	means the Operator and the User together
Platform	means the content exchange platform CXP on which the Content is made accessible to the Users
Privacy Policy	means the currently effective privacy policy of FIS as amended from time to time
Social Media Platforms	means the selected social media platforms mentioned in Section 3.1 on which the Content may be uploaded / shared
Season	refers to the competition period of the respective sport
Service	means the provision of the Content and the Platform
User	means the person authorized to use the Platform

3. PERMITTED USE

- 3.1. The User may upload the Content to its official accounts on following Social Media Platforms:

- Facebook
- Instagram
- TikTok
- YouTube
- Chinese and Japanese social media platforms (to be assessed and approved upon request via digitalplatforms@fis-ski.com)

Additionally, the User may publish the Content on their official website and mobile app.

3.2. **Embargo:** Users must comply with the standard embargo time of 60 minutes after the end of the competition and following the official preliminary confirmation of results - unless an event-specific embargo time is communicated in the briefings to respective User groups before an event.

3.3. **Scope of Rights:**

- Athletes:
 - Each athlete will receive individual competition clips and action photos from their performances.
 - Athletes can share up to 45 seconds (of own footage of respective athlete from any single event).
- NSAs:
 - Each NSA will receive up to 60 seconds of footage per competition featuring athletes of their nationality, along with action photos.

3.4. If the User wishes to upload the Content to a social media platform not mentioned above or use it in any other media (e.g. on a website), they must reach out to the point of contact mentioned under Section 18 to obtain prior permission from the Operator.

3.5. The Platform is currently free of charge for the User. Any costs for network access in order to use the Platform and download the Content are borne by the User.

3.6. The Content may be used by the User during and until the end of the respective Season. Thereafter, the Operator may request the deletion of the Content.

3.7. Users should ensure that Content shall be non-downloadable from the Social Media Platforms; any cross-posting of Content shall be disabled to the extent technically possible.

4. **HASHTAGS AND MARKINGS**

4.1. When sharing Content from the CXP, and other behind-the-scenes content, the following is recommended but not mandatory:

- Usage of official FIS discipline hashtag, e.g. #fisalpine or #fisskijumping
- Tagging FIS and LOC accounts as well as location tags and mentions
- Tagging the domestic broadcaster (or mentioning FIS TV in case the territory is a “dark market” without a media rights partner)

5. **COMMERCIALIZATION GUIDELINES**

5.1. Users are allowed to commercialize the Content against sponsored and branded content provisions on their official accounts on the Social Media Platforms as well as their official website and mobile app (such as by using “presented by”, “powered by”, “supported by” or by including a simple co-branded watermark).

5.2. Ads (e.g. Pre-, Mid, and Post-Roll Ads) are allowed on YouTube videos that use Content without any category restrictions.

- 5.3. Users are permitted to include hashtags, tags or mentions for commercial partners / sponsors when sharing Content.
- 5.4. Users are not permitted to use the Content or any content filmed themselves for collaboration posts with commercial partners / sponsors.
- 5.5. Users are not allowed to sublicense any Content which was provided via the Platform or filmed under the rules of the NSA Content Creator provisions to sponsors, commercial entities or any other third party.
- 5.6. The same commercialization guidelines apply to the publication of the behind-the-scenes material filmed by the Content Creator (NSA).
- 5.7. Ski equipment brands officially enlisted in the NSA Ski Pool may use up to 10 seconds of Content per athlete, for a maximum of three athletes per competition. Publication is permitted only after 23:59 local time on the day of the competition.

6. CONTENT CREATOR (NSA) ACCREDITATION, ACCESS AND RIGHTS

- 6.1. The creation of an accreditation for NSA-dedicated content creators, “**Content Creator (NSA)**”, provides the relevant individuals with defined access and media publication rights in alignment with these Terms of Use and any event-specific guidance that the Operator may publish.
- 6.2. Further accredited staff members including but not limited to coaches, technical staff, and ski industry brands, may film and provide content to NSAs and athletes under the conditions of these Terms of Use (for the avoidance of doubt they are not permitted to publish via their individual accounts and channels without attaining dedicated permission from the domestic and international rightsholders).
- 6.3. Content Creator (NSA) are permitted to film content in the following areas:
 - Mixed Zone interviews;
 - Warm-up area;
 - Course visits / inspections (with media and course staff approval) during dedicated windows; and
 - Award and podium ceremonies
 - Arrival and departure of athletes, fan/public finish area.
- 6.4. Permitted filming devices for these purposes must be non-intrusive, handheld, and battery powered. The following are approved:
 - Smartphones and tablets (max lens diameter ≤ 12 mm);
 - Compact handheld gimbals up to 1.0 m total length, non-motorized or single-axis, used exclusively for mobile-phone recording within permitted zones. No extension poles or external stabilization arms allowed; and
 - Microphones or clip-on audio devices attached to the smartphone/tablet/gimbal.
- 6.5. Use of professional broadcast cameras, drones, stabilizers exceeding the above dimensions, wireless transmitters, or any live-streaming devices is strictly prohibited without any authorization and/or licenses.
- 6.6. Priority must always be given to rights holders and broadcasters.
- 6.7. Content Creator (NSA) are allowed to film and publish up to 2 minutes of behind-the-scenes content per competition which does not show the competition.
- 6.8. For any footage that shows the competition (actual race, jumps etc.) Section 3.3 applies e.g. up to 45 seconds per athlete and up to 60 seconds per NSA).
- 6.9. Dedicated accreditation matrix including zone plans per discipline are provided before the season to the NSAs and LOCs.

7. USER ACCOUNT AND PASSWORD SECURITY

- 7.1. The access and use of the Platform are subject to the discretionary approval of the Operator and require the creation of an Account. Each User authorized to access Content receives a respective link and/or QR-Code that allows it to register and create such Account when visiting the Platform for the first time. Registration and use of the Platform is subject to the acknowledgement and acceptance of these Terms of Use.
- 7.2. To create an Account, the following information must be entered by the User: full name, nationality, and e-mail address.
- 7.3. The User represents and warrants that any information provided for the purpose of creating the Account and/or accessing or using the Platform is true, complete, accurate, and kept up to date by the User. Technical access to the Platform is the sole responsibility of the User.
- 7.4. The User is solely responsible for the security and administration of the User's Account and the related passwords, as well as any use thereof, including any unauthorized use. The login data, including the passwords of the User's Account, is to be kept secret by the User at all times, as well as protected from unauthorized access and disclosure. The User shall use strong passwords and change them regularly. If the Operator provides the User with a password, the User shall immediately change said password to a password known only to the User.
- 7.5. In the event that the User becomes aware of a change in the information provided for the purpose of creating the Account and/or accessing or using the Platform and/or an unauthorized access to the User's Account and/or disclosure of the related passwords, the User shall immediately notify the point of contact mentioned under Section 18 in writing.
- 7.6. If the Operator becomes aware of or strongly suspects unauthorized access, it may deactivate or delete the Account and therewith the access to the Platform without prior notice.

8. OBLIGATIONS OF THE USER

- 8.1. The User must comply with the Terms of Use as in force at the time of access, download and/or use of the Content.
- 8.2. The User shall not alter the integrity of the Content, in particular, by editing Official Graphics or Commentary. The Commentary may be muted. Within this scope, the User is entitled to edit, to cut, and/or to add commentary and/or music to the Content before sharing said Content on a Social Media Platform or as authorized in writing by the Operator in line with Section 3.2. For the avoidance of doubt, AI assisted commentary translations are not permitted.
- 8.3. It lies within the sole responsibility of the User to ensure that the altered Content does not infringe the rights of third parties, such as music copyrights, or other applicable laws.
- 8.4. It lies within the sole responsibility of the User to ensure compliance with all rules and regulations of the Social Media Platform and/or other pre-authorized media the Content is uploaded to.

9. RESERVATION OF IP RIGHTS AND LICENSE

- 9.1. The Operator owns the intellectual property rights (in particular copyrights) for all Content provided on the Platform as well as in the modified Content uploaded to the Social Media Platform or any other authorized media and in any otherwise created derivative work. All intellectual property rights are and remain reserved.
- 9.2. Subject to the User's acceptance of and compliance with these Terms of Use, the Operator grants the User the right to access the Platform and use the Content for the purposes described herein and in accordance with the applicable Commercialization Guidelines. Without the Operator's prior written consent, the Content may only be used on the selected Social Media Platforms (see Section 3.1) and the User must not:
 - sell, rent or sub-license Content from the Platform;

- reproduce, duplicate, or copy material from the Platform;
 - redistribute or transfer Content from the Platform to non-authorized third parties;
 - alter the Content in any way not explicitly allowed under these Terms of Use.
- 9.3. The right and license to use the Content from the Platform (not including Content already published in accordance with these Terms of Use) expires at the end of each Season the Content originates from and at the latest on 30 June 2026 unless extended by FIS.

10. LAWFUL USE

- 10.1. The User agrees to use the Platform and its Content solely for lawful purposes and in accordance with these Terms of Use. Use of the Platform and its Content for any illegal, harmful or abusive activity is interdicted. The User is in particular prohibited from engaging in any activity that violates any law or infringes on the rights of others.
- 10.2. The User further agrees to use the Platform and its Content in line with the integrity principles of FIS as outlined in the [FIS Universal Code of Ethics](#).

11. ENFORCEMENT

- 11.1. If the Operator becomes aware of or strongly suspects an infringement of these Terms of Use and/or of any applicable law, the Operator may, including but not limited to, at its sole discretion, take – without prejudice to any rights available to the Operator under applicable law, including claiming damages – one of the following measures:
- demand the immediate deletion of the Content by the User or require the Social Media Platform to delete respective Content;
 - deactivate the Account of the User without prior notice and thereby suspend the User's right to access the Platform and use the Content;
 - delete the Account of the User without prior notice and thereby revoke the User's right to access the Platform and use the Content;
 - take legal actions against the User or any third party infringing these Terms of Use and/or applicable law.

12. DATA PROTECTION

- 12.1. Personal data is protected in accordance with applicable law.
- 12.2. The use of the Platform is subject to the Operator's [Privacy Policy](#) which forms an integral part of these Terms of Use. The Privacy Policy outlines the collection, use, process, and protection of personal data. By using the Platform, the User agrees to the Privacy Policy.

13. WARRANTY AND LIABILITY

- 13.1. The Platform and the Content are provided by the Operator "as is". The Operator only warrants to own the rights in the Content published on the Platform and made available to the User under the conditions of these Terms of Use. Beyond this warranty and to the fullest extent permissible under applicable law, the Operator or its representatives and its third party suppliers, including their affiliates, contractors and suppliers, makes no warranty of any kind (neither express, implied, statutory, or otherwise) with respect to the Platform, its Content, and its use and disclaims all warranties including but not limited to warranties of merchantability, security, availability, compatibility, absence of defects or errors, fitness for a particular purpose, non-infringement and uninterrupted use.
- 13.2. Even though the Operator makes every reasonable effort to ensure the secure operation of the Platform, The Operator accepts no responsibility and gives no guarantee that the functions and use of the Platform and its Content are and will be available continuously and without interruption, that it will be free from technical errors and faults or that

errors will be rectified or that the servers are free from viruses or other harmful components.

- 13.3. The Operator expressly reserves the right to change, delete, or temporarily not publish Content as a whole or in part without prior notice or to discontinue the offering of the Platform and/or the Content at any time.
- 13.4. To the fullest extent permissible under applicable law, the Operator or its representatives and its third party suppliers, including their affiliates, contractors and suppliers shall not be liable to the User and any of its representatives or third parties for any claims and damages, including but not limited to claims for compensation for indirect, punitive, exemplary, special, consequential or incidental damages (including, without limitation lost profits, lost use, unrealized savings, loss of earnings, revenues, business or production, damage to goodwill or reputation as well as loss or corruption of data) as well as any damages arising out of or in connection with a force majeure event, which have arisen for example from the access or use or non-use of the Platform and its Content, including but not limited to, through misuse of the connection, through technical faults or through breach of the User's duty of care.
- 13.5. Any action or behavior taken or omitted on the basis of the Content from the Platform is at the sole responsibility and risk of the User. The Operator accepts no liability whatsoever for any resulting damage.
- 13.6. The Operator is in no case liable for improper use of the Platform and its Content (including but not limited to any use in breach of these Terms of Use and/or any applicable law) by the User. The User shall indemnify and hold harmless the Operator and any of its affiliates as well as its third-party suppliers (including their affiliates, contractors and suppliers), and its and their respective representatives, against any claims arising out of or in connection with any such improper use.
- 13.7. Liability for auxiliary persons and third parties is excluded to the extent permitted by applicable law.
- 13.8. References and links to third-party websites and functions are outside the area of responsibility of the Operator. The Operator accepts no liability for the existence, content, or accuracy of this information. Access to and use of such websites or functions is at the User's own risk. The Operator expressly declares that it has no influence whatsoever on the design, content, and offers of the linked sites or functions. Information and services on linked websites or functions provided by third party providers are entirely the responsibility of the respective third party and may be subject to accepting such third party's terms of use. Any responsibility for such websites or functions is rejected.
- 13.9. The exclusions and limitations of liability set forth in this Section 13 and elsewhere in these Terms of Use govern all liabilities of the Operator under all titles, including liabilities arising in contract, in tort or for breach of statutory duty.

14. MODIFICATIONS

- 14.1. The Operator reserves the right to update or modify these Terms of Use at any time. In case of a substantial modification, the Operator will notify the User through the Platform or by other means. Continued use of the Platform and the Content after such a modification indicates the User's acceptance of the revised Terms of Use.
- 14.2. In case of objection to the modification by the User, the Operator reserves the right to temporarily or permanently deactivate the Account.

15. TERMINATION

- 15.1. Use of the Platform and its Content is entirely voluntary. The User may request the deletion of its Account at any time by sending a respective request to the point of contact mentioned under Section 18.
- 15.2. The Operator reserves the right to deactivate or terminate an Account at any time for any reason without prior notice and without liability towards the User.

15.3. The Operator reserves the right to discontinue the Service at any time without prior notice and without liability towards the User.

15.4. Upon termination, the right to use the Platform and its Content will cease. The Operator reserves the right to request the deletion of any Content which has been shared by the User.

16. NO WAIVER

16.1. The failure of the Operator to enforce any of the provisions of these Terms of Use or any rights with respect thereto shall in no way be considered as a waiver of such provisions or rights or in any way affect the validity of these Terms of Use or excuse the User from any of its obligations under these Terms of Use. The waiver of any breach of these Terms of Use by the Operator shall not operate to be construed as a waiver of any other prior or subsequent breach. No single or partial exercise of any right, power, privilege, or remedy by the Operator shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

17. APPLICABLE LAW AND DISPUTE RESOLUTION

17.1. These Terms of Use, as well as the access to and use of the Platform and its Content shall be governed by and construed in accordance with the substantive laws of Switzerland. Excluded are its conflict of law provisions.

17.2. The exclusive place of jurisdiction for any dispute arising out of or relating to these Terms of Use are the courts at the seat / headquarter of FIS (currently: Oberhofen am Thunersee) in Switzerland.

18. CONTACT INFORMATION

18.1. In case of questions about the Platform, the Content provided thereon, its use or these Terms of Use, please contact: digitalplatforms@fis-ski.com.

ANNEX 1

FIS Events - Editorial Photo Content Usage Guidelines

All distributed Content is strictly intended for free of charge editorial use only in compliance with these Terms of Use. Usage for promotional, commercial, or advertising purposes outside of the designated editorial scope is not permitted.

Authorized User Groups & Usage Guidelines

The following user groups are authorized to access and use the Content under these guidelines:

- **Athletes:** May use images featuring themselves for editorial purposes on their own channels. Third-party tagging, collaborations, or shared posts with sponsors, partners, or any third party are not permitted.
- **National Ski Associations (NSA):** Permitted to use the content for editorial coverage and promotion of their athletes within the scope of a FIS Event.

Social Media Credit & Publishing Requirements

- No credit required
- Unauthorized commercial use, modifications for promotional campaigns, or resale of content is strictly forbidden.

Website Credit & Publishing Requirements

- All images must be credited appropriately, where applicable. Ex. AUDI FIS Ski World Cup Soelden 2025/ ((photographer name))
- Unauthorized commercial use, modifications for promotional campaigns, or resale of content is strictly forbidden.

For further details on usage rights and access, please contact digitalplatforms@fis-ski.com.