Terms and Conditions for Volunteer Participation
in the Olympic and Paralympic Games Tokyo 2020

Article 1. (General Terms)
These Terms and Conditions (these “Terms”) set forth the matters, etc. to be complied with by all volunteers who apply for and participate in the volunteering for the Games of the XXXII Olympiad and the Tokyo 2020 Paralympic Games (collectively, the “Tokyo 2020 Games”) operated by the Tokyo Organising Committee of the Olympic and Paralympic Games (“Tokyo 2020”; such volunteering, the “Games Volunteering”; and each such volunteer, the “Volunteer,” and collectively, the “Volunteers”).

Article 2. (Compliance with these Terms, etc.)
In applying for and participating in the Games Volunteering, the Volunteer shall comply with these Terms and any other rules to be complied with by all Volunteers, as prescribed by Tokyo 2020.

Article 3. (Compliance with Laws and Regulations)
In applying for and participating in the Games Volunteering, the Volunteer shall comply with all applicable laws and regulations.

Article 4. (Alcohol, etc.)
1. During any activity related to the Games Volunteering (including orientation and training sessions, etc., the “Volunteer Activities”), the Volunteer must not drink alcohol nor participate in the Volunteering Activities under the influence of alcohol.
2. With regard to smoking during the Volunteer Activities, the Volunteer shall comply with the relevant rules prescribed by Tokyo 2020 to ensure the smooth operation of the Tokyo 2020 Games.

Article 5. (Prohibited Acts)
In addition to the other acts prohibited in these Terms, the Volunteer shall not engage in any of the following acts:
(i) Inviting any athlete, guest, spectator, other Volunteers, or other Tokyo 2020 Games-related parties, etc. to be involved in any activity that has no relation to the Tokyo 2020 Games (including, without limitation, religion, sales of goods or services, etc., and invitations to certain groups);
(ii) Unlawfully borrowing or accepting money and valuables or accepting benefits of entertainment from a third party, for oneself or for a third party, in connection with the Volunteer Activities;

(iii) Engaging in violence, intimidation, defamation or any similar act against any athlete, guest, spectator, other Volunteers, or other Tokyo 2020 Games-related parties, etc.;

(iv) Eliciting personal information from any athlete, guest, spectator, other Volunteers, or other Tokyo 2020 Games-related parties, etc. against their intention;

(v) Carrying away any supplies or distributed goods, etc. used for the operation of the Tokyo 2020 Games (including any unused items), without the permission of Tokyo 2020;

(vi) Engaging in any act intended to conflict with public order or morals; or

(vii) Any other act that Tokyo 2020 considers will hinder the smooth operation of the Tokyo 2020 Games or the execution of the respective competitions of the Tokyo 2020 Games, or will be a nuisance to any athlete, guest, spectator, other Volunteers, or other Tokyo 2020 Games-related parties, etc.

Article 6. (Prohibition of Discriminatory Words and Acts, etc.)

1. The Volunteer shall not use or engage in any discriminatory words or acts against any athlete, guest, spectator, other Volunteers, or other Tokyo 2020 Games-related parties, etc., based on their age, race, nationality, mental and physical abilities, sex, gender identity, sexual orientation, religion, belief, or values.

2. The Volunteer shall not engage in any power harassment, sexual harassment or any other harassment (i.e. an act that causes mental distress or physical pain, or an act that deteriorates the working environment of the Volunteers) against any athlete, guest, spectator, other Volunteers, or other Tokyo 2020 Games-related parties, etc.

Article 7. (Understanding Diversity and Inclusion)

In applying for and participating in the Games Volunteering, the Volunteer shall understand the philosophy of “Diversity & Inclusion” (i.e. diversity and comprehensiveness/inclusiveness). The Volunteer shall respect the differences among individuals, such as age, race, nationality, mental and physical abilities, sex, gender identity, sexual orientation, religion, belief, values, etc., and work together and cooperate with human resources who have various values and abilities.

Article 8. (Attire)
The Volunteer shall wear and maintain the uniforms designated by Tokyo 2020 in accordance with the rules prescribed by Tokyo 2020.

Article 9. (Participation in Orientation and Training Sessions, etc.)
1. To ensure the smooth operation of the Tokyo 2020 Games, the Volunteer shall, in principle, participate in all orientation and training sessions carried out by Tokyo 2020.
2. The Volunteer must participate in all orientation and training sessions in person, and participation by proxy or change of participants is not permitted.
3. If the Volunteer fails to participate in any of the orientation and training sessions, etc. that Tokyo 2020 has specifically designated as “required,” the Volunteer shall be treated as having withdrawn from participating in the Games Volunteering.

Article 10. (Prohibition of Arriving Late and Leaving Early)
In principle, the Volunteer shall comply with the prescribed time schedule for orientation and training sessions and other Volunteer Activities. If arriving late or leaving early is necessary due to an unavoidable circumstance, the Volunteer shall promptly inform Tokyo 2020 pursuant to as separately prescribed by Tokyo 2020.

Article 11. (Consent to Privacy Policy)
In the application for and participation in the Games Volunteering, Tokyo 2020 will process personal information concerning the Volunteer in accordance with the Privacy Policy prescribed by Tokyo 2020 (available on the Tokyo 2020 Games website at https://tokyo2020.org/en/privacy-policy).

Article 12. (Identity Verification)
In the application for and participation in the Games Volunteering, Tokyo 2020 may verify the identity of the Volunteer as considered necessary by Tokyo 2020, similar to other Tokyo 2020 Games-related parties.

Article 13. (Confidentiality)
The Volunteer shall not disclose or divulge, or use for any purpose other than the Games Volunteering, any personal information, confidential information or any other information that he/she may obtain in
relation to the Games Volunteering, except where he/she has obtained prior written approval from Tokyo 2020.

Article 14. (Elimination of Anti-Social Forces)

1. The Volunteer shall not be an organised crime group, a member of an organised crime group (or a person for whom five years have not passed since ceasing to be an organized crime group member), quasi-member of an organised crime group, a company related to an organised crime group, an extortionist threatening to disrupt shareholder meetings, a group engaging in criminal activities under the pretext of conducting social activism, a special intelligence crime group, a member of a group that is likely to engage in terrorism or other criminal activities, a terrorist, etc. (including if suspected as such), or any other similar person (collectively, “Anti-Social Forces”), nor shall the Volunteer join any Anti-Social Forces.

2. The Volunteer shall not have any inappropriate relations with Anti-Social Forces, such as using any Anti-Social Forces, being involved in the maintenance or operation of any Anti-Social Forces, or having a relationship with Anti-Social Forces that should be socially condemned.

3. There may be instances where Tokyo 2020 will inquire with governmental agencies, etc. regarding information concerning the applicants for the Games Volunteering to ensure the security of the Tokyo 2020 Games.

Article 15. (Prohibition of Activities)

1. The Volunteer shall discontinue the Volunteer Activities if he/she:

   (i) has contracted an infectious disease that is likely to communicate infectious agents to others;

   (ii) has come to suffer from a heart, kidney, lung or another disease that is likely to considerably worsen by engaging in the Volunteer Activities; or

   (iii) has otherwise come to suffer from a disease, etc., with which engagement in work is restricted under the Infectious Diseases Act or any other applicable laws or regulations.

   However, the foregoing Item (i) shall not apply where necessary precautions to prevent the spread of the relevant infectious disease have been taken for the Volunteer.

2. Notwithstanding the preceding clause, the Volunteer shall discontinue the Volunteer Activities if Tokyo 2020 considers the mental or physical condition, etc. of the Volunteer to be unsuitable for the Volunteer Activities.
Article 16. (Use of Mobile Phones, Smart Phones, etc. and Social Media during Activities)

With regard to the use of mobile phones, smart phones, cameras, etc. (including, without limitation, taking photos and videos, and recording sounds) and the publication and posting of any information relating to the Games Volunteering on Facebook, Twitter, Instagram, blogs, electronic bulletin boards, video sharing sites and other social media during the Volunteer Activities, the Volunteer shall comply with the rules prescribed by Tokyo 2020 to ensure the smooth operation of the Tokyo 2020 Games.

Article 17. (Interviews from Media, etc.)

With regard to the acceptance of interviews from the media, etc. regarding the Tokyo 2020 Games, the Volunteer shall comply with the relevant rules prescribed by Tokyo 2020 to ensure the smooth operation of the Tokyo 2020 Games.

Article 18. (Rights relating to Volunteer Activities)

All rights in and to any product created through the Volunteer Activities shall belong to Tokyo 2020.

Article 19. (Image Rights)

The Volunteer understands that his/her image may be used in the videos, photographs, etc. that are taken during the Volunteer Activities. Tokyo 2020, the International Olympic Committee, the International Paralympic Committee or other parties approved by Tokyo 2020 may, to the extent necessary, use such videos, photographs, etc. in relation to the Tokyo 2020 Games, including on the official website of the Tokyo 2020 Games, for the venue decorations, or other projects intended for Volunteers.

Article 20. (Prohibition on Ambush Marketing)

1. Except where otherwise permitted by Tokyo 2020, the Volunteer shall not associate himself/herself or any goods or services in which the Volunteer is involved (collectively, the “Goods”) with the Tokyo 2020 Games, the Olympic Movement, or the Paralympic Movement, and shall not engage in any act that is likely to be considered as such.

2. Except where otherwise permitted by Tokyo 2020, the Volunteer shall not represent that the Goods (i) are the official items of Tokyo 2020, the International Olympic Committee, the International Paralympic Committee, the Japanese Olympic Committee, or the Japanese Paralympic Committee (collectively, the “Organising Committees”), (ii) have been selected by any of the Organising Committees, (iii) have been approved by any of the Organising Committees, (iii) are warranted by
any of the Organising Committees, (iv) are recommended by any of the Organising Committees, or (v) are offered with the consent of any of the Organising Committees, and shall not represent any other matter similar to any of the foregoing or engage in any act that is likely to be considered as such.

3. The Volunteer shall not publicly announce his/her relationship with the Organising Committees, his/her participation in the Games Volunteering, or any fact that he/she may obtain through participation in the Games Volunteering, with the purpose of advertising or promoting himself/herself or any Goods, and shall not engage in any act that is likely to be considered as such.

Article 21. (Clean Venue)
The Volunteer shall understand and comply with the principle of clean venue as prescribed in Rule 50 of the Olympic Charter (available at https://www.joc.or.jp/olympism/charter/pdf/olympiccharter2017.pdf).

Article 22. (No Payment of Money or Provision of Benefit)
Tokyo 2020 shall not make any payment or provide any benefit to the Volunteer, except as specifically prescribed by Tokyo 2020 in the relevant recruitment terms, etc.

Article 23. (Handling of Provided Items, etc.)
1. The Volunteer shall not resell through internet auctions, etc. or otherwise transfer to a third party any items, etc. that may be provided to him/her by Tokyo 2020 (including, without limitation, uniforms; collectively, the “Provided Items”).

2. If the Volunteer withdraws from participating in the Games Volunteering or fails to participate in any part of the prescribed Volunteer Activities, irrespective of the reason thereof, the Volunteer shall return all of the Provided Items to Tokyo 2020. In such case, any expenses for returning the Provided Items shall be borne by the Volunteer.

Article 24. (Management of Personal Items)
The Volunteer shall be responsible for managing his/her own valuables and other personal items during the Volunteer Activities, and Tokyo 2020 shall not be responsible for any loss, theft, etc. thereof.

Article 25. (Withdrawal from Participation)
If the Volunteer withdraws from participating in the Games Volunteering, the Volunteer shall promptly inform Tokyo 2020 pursuant to as separately prescribed by Tokyo 2020.

Article 26. (Refusal or Cancellation of Registration/Participation)
If any of the following circumstances apply to the Volunteer, Tokyo 2020 may refuse or cancel the Volunteer’s registration or participation in the Games Volunteering:

(i) The Volunteer makes a request to withdraw from participating in the Games Volunteering;
(ii) The Volunteer commits any act in breach of these Terms or any other rules prescribed by Tokyo 2020;
(iii) The Volunteer commits any act that is considerably detrimental to the teamwork of the Volunteers or any other Tokyo 2020 Games-related parties;
(iv) The Volunteer commits any act that damages the image of the Tokyo 2020 Games;
(v) The Volunteer is found to not have fulfilled the application requirements for the Games Volunteering;
(vi) Any matter reported by the Volunteer at the time of his/her application for the Games Volunteering is found to be false;
(vii) The Volunteer is found to have been a minor at the time of application for the Games Volunteering and submitted such application without obtaining consent from a person having parental authority or a person acting as a minor’s guardian; or
(viii) Tokyo 2020 otherwise considers the Volunteer to be unsuitable for the Games Volunteering.

Article 27. (Report and Communication, etc.)
1. If a problem (including an accident or a disaster, etc.) arises during the Volunteer Activities, the Volunteer shall promptly report to Tokyo 2020 and act in accordance with the instructions given by Tokyo 2020.
2. Whenever it is inappropriate for the Volunteer to answer or address at his/her own discretion any question or demand received from any athlete, guest, spectator, other Volunteers, or other Tokyo 2020 Games-related parties, etc., the Volunteer shall refer the matter to a person capable of duly responding to or addressing the question or demand.

Article 28. (Insurance Coverage)
1. Tokyo 2020 will obtain insurance wherein all the Volunteers engaging in the Volunteer Activities shall be designated as insureds (without any personal financial burden on the part of the Volunteer). In obtaining such insurance, Tokyo 2020 will provide the insurance company with the Volunteer’s personal information to the extent necessary.

2. In the event the Volunteer sustains an injury, etc. as a result of any accident, etc. arising during the Volunteer Activities, Tokyo 2020 will take measures within the coverage of the insurance for the Volunteer Activities; provided, however, that such insurance coverage shall be based on the terms and conditions of the insurance, and the Volunteer may not be covered by such insurance if the Volunteer fails to comply with the instructions given by Tokyo 2020 or is found to have acted improperly.

3. The Volunteer residing outside of Japan is strongly recommended to obtain, on his/her own behalf, insurance, etc. in the country where he/she resides (i.e. insurance to cover expenses, such as medical treatment expenses and/or repatriation expenses necessary for the Volunteer to be sent back to his/her home country, in the event of an injury sustained in an accident, etc. arising during the Volunteer Activities), in addition to the insurance to be obtained by Tokyo 2020.

Article 29. (Scope of Tokyo 2020’s Liability)
1. With regard to any damage caused to the Volunteer in connection with the Games Volunteering, Tokyo 2020 shall not be responsible for providing compensation to the Volunteer beyond the scope of the insurance coverage set forth in the preceding Article, except where such damage has been caused through the wilful intent or gross negligence of Tokyo 2020.

2. Tokyo 2020 shall not be responsible for any trouble that may arise between the Volunteers, except where the occurrence of such trouble is attributable to Tokyo 2020.

Article 30. (Governing Law and Jurisdiction)
1. The formation, effect, performance and interpretation of these Terms shall be governed by and construed in accordance with the laws of Japan.

2. Any dispute arising out of or in relation to these Terms or the Volunteer Activities shall be submitted to the Tokyo Summary Court or the Tokyo District Court as the agreed exclusive court of first instance, according to the amount of the relevant claim.

Article 31. (Other)
Tokyo 2020 shall duly determine and decide on any matter that is not specifically set forth in these Terms.

Article 32. (Modifications)
1. Tokyo 2020 may modify these Terms at any time. The modified Terms shall take effect upon a notice of such modifications being given to the Volunteer (such notice to be made as prescribed by Tokyo 2020).
2. If the Volunteer continues to participate in the Games Volunteering after a notice of modifications is given to him/her in accordance with the preceding clause, the Volunteer shall be deemed to have given consent to the modified Terms.

Article 33. (Surviving Clauses)
Articles 2, 5 through 7, 11, 13, 17 through 20, 23, and 28 through 33 shall survive even after the end of the Tokyo 2020 Games.

Established on 20 August 2018