

EUROVISION NEWS UKRAINE ARCHIVE TERMS AND CONDITIONS

(version of November 2025)

These terms and conditions ("**Terms & Conditions**") govern (i) the access to the Ukraine Archive catalogue ("**Catalogue**"), which comprises a large collection of audio-visual and digital items related to the Russia-Ukraine War since 2022 ("**Material**") and (ii) the viewing of and/or listening to such Material.

To be entitled to access the Catalogue and view and/or listen to the Material, the European Broadcasting Union/Union Européenne de radio-télévision ("**EBU**", "**We**", "**Us**", "**Our**") must determine if you - the natural person and/or legal person - having submitted the application form(s) ("**You**", "**Your**") in accordance with the procedure available on the [Ukraine Archive webpage](#) ("**Webpage**") are granted an access right to the Catalogue and a viewing and/or listening right on a portion and/or all of the Material requested via the application form(s) ("**Selected Material**"). For the purposes of these Terms & Conditions, the Selected Material is an integral part of the Material.

If You submit the application form(s) on behalf of a legal person, You shall have authority to do so and shall have received appropriate mandate from such legal person. In such case, "You" and "Your" will also refer to that legal person. If You do not have such authority, You shall not submit the application form(s).

By submitting an application form(s), You understand that, subject to EBU's approval of Your request, it will only allow You to access the Catalogue and/or the Selected Material **for viewing and/or listening purposes**; none of such Selected Material may be Used (*as defined below*), in any way whatsoever, without the prior written approval of the relevant Content Owner(s) (*as defined below*).

We remain entitled at all times to refuse, deny or revoke, at Our absolute discretion, Your request for accessing the Catalogue and/or the Selected Material without being required to provide any justification.

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY; WITH YOUR APPLICATION FORM(S), THEY CONSTITUTE A CONTRACT BETWEEN YOU AND US AS SOON AS YOU SUBMIT THE APPLICATION FORM(S) IN ACCORDANCE WITH THE PROCEDURE AVAILABLE ON OUR WEBPAGE. IF YOU DO NOT AGREE WITH THESE TERMS & CONDITIONS, YOU SHALL NOT SUBMIT THE APPLICATION FORM(S).

IF YOU BREACH THESE TERMS & CONDITIONS, YOUR ACCESS TO THE UKRAINE ARCHIVE CATALOGUE AND/OR THE MATERIAL MAY BE REVOKED AND YOU WILL BE RESPONSIBLE AND LIABLE FOR INDEMNIFYING US FOR ANY DAMAGES RESULTING FROM SUCH BREACH.

DEFINITIONS

For the purposes of these Terms & Conditions, capitalized terms shall have the meaning ascribed to them in these Terms & Conditions.

SUBMISSION OF APPLICATION FOR VIEWING AND/OR LISTENING PURPOSES

To be entitled to access the Catalogue and/or view and/or listen to the Material, You must submit application forms in accordance with the procedure available on Our Webpage.

Please note that in accordance with the application procedure, You will firstly be required to login to Your EBU account or, where applicable, create an EBU account. By creating an EBU account, You

acknowledge and agree that You will be subject to the [EBU Terms of Use](#) and related [Privacy Notice](#), which shall apply to You in addition to these Terms & Conditions.

You are responsible for maintaining the confidentiality of any password(s) You are given (if any) to access Our Webpage and are fully responsible for all activities that occur under Your password(s). You agree to notify the EBU immediately of any unauthorized use of Your password(s).

Only application forms duly completed and submitted online via the appropriate channel on the Webpage will be taken into consideration. The EBU remains entitled to ask You for any further information it deems necessary to properly assess Your request.

OUR DETERMINATION ON THE APPLICATION FORM(S)

➤ Approval

If You are granted a right to access the Catalogue, You will receive a confirmation email (via the email address indicated in Your application form(s)) including the link to access the Catalogue on the Webpage). Please note that You will not be able to access any of the Material before You have been granted access to the Catalogue. If your access to the Catalogue is approved, the Catalogue search function will include dopesheet information which however will not be available on the Catalogue but only if viewing right is granted.

If You are granted a viewing and/or listening right on a portion and/or all of the Selected Material, You will receive a confirmation email (via the email address indicated in Your application form(s)) including the links to access the Selected Material for **viewing and/or listening purposes only**.

The right granted to access the Catalogue and/or the Selected Material is personal and non-transferable and is for the sole purpose of viewing and/or listening, with the express exclusion of any right to download, print, copy, modify, alter, edit, publish, distribute, commercially exploit, extract, make available to third parties, reproduce, integrate in subsequent works, assign, sublicense, transfer or otherwise use in any way whatsoever ("**Use(d)**" / "**Using**") the Selected Material.

You are solely responsible for any Use of the Selected Material and any Use of it shall be governed by an agreement that You must conclude with the relevant Content Owner(s). Without the agreement of the relevant Content Owner(s) You expose You and/or the legal person You represent to claims from the relevant Content Owner(s) and potentially to claims from Us (because You would be in breach of the Terms & Conditions). We take no responsibility/liability whatsoever regarding the Use of the Selected Material.

The approval given by the EBU is limited to viewing and/or listening to the Selected Material. If You wish to access any other Material, You must seek additional permission by submitting another request via another application form, in accordance with the procedure detailed on the Webpage.

➤ Refusal, Denial, Suspension/Revocation

We are entitled to refuse/decline Your right to access the Catalogue and to view and/or listen to the Selected Material from the start of the procedure, without being required to provide any justifications. We are further entitled at all times to deny, restrict, suspend and/or otherwise revoke the right to access the Catalogue and/or to view and/or listen to the Selected Material, at Our absolute discretion, without being required to provide any justification.

Upon refusal, denial, restriction, suspension and/or revocation, all rights in the Catalogue and Selected Material granted to You shall immediately cease and You shall take all necessary steps therefor. You agree that no remedy shall be possible and that Our decision is final and binding. You hereby waive any right and/or claim You may have today and/or in the future to object such treatment.

Any denial, restriction, suspension and/or revocation shall be without prejudice to any rights or remedies which the EBU and/or any third parties (including the concerned Content Owner(s)) may be entitled to hereunder and/or at law.

OWNERSHIP OF THE MATERIAL

The Material displayed and available on the Ukraine Archive, including any intellectual property rights in such Material, belongs to Our member organizations ("**Content Owner(s)**") and is the property of the relevant Content Owner(s) having contributed the Material. The Material is protected by applicable intellectual property laws. If We determine that You are entitled to view and/or listen to the Selected Material, this means that You are allowed only to view and/or listen to the Selected Material in accordance with these Terms & Conditions and/or on the Webpage **with the express exclusion of any other Use**.

USE OF THE SELECTED MATERIAL OTHER THAN FOR VIEWING AND/OR LISTENING PURPOSES

Use of the Selected Material is excluded from the right granted by the EBU to You. Any Use of the Selected Material shall be governed by an agreement that You must conclude with the relevant Content Owner(s). You acknowledge and agree that, regardless of whether the EBU grants You the right to view/listen to the Selected Material, the relevant Content Owner(s) retains the right to refuse/deny any further Use of the Selected Material at its sole discretion, without any justification.

Subject to the EBU granting You the right to view and/or listen to the Selected Material, You must seek additional permission to Use such Selected Material, a request that will be submitted directly to the relevant Content Owner(s), in accordance with the procedure available on Our Webpage. You acknowledge that the EBU is only acting as an intermediary to facilitate the process of putting You in contact with the relevant Content Owner(s); However, the EBU will not grant You any right to Use the Selected Material and You hereby waive any right and/or claim You may have today and/or in the future to object such treatment.

If the relevant Content Owner(s) grants You any right to Use the Selected Material, You must comply with the conditions of Your agreement with the relevant Content Owner(s), including any restrictions, rules and/or other requirements that the relevant Content Owner(s) may impose, in its sole discretion, regarding the Use of its Material. We bring to Your attention that it is highly possible that Your Use will be subject to copyright notice and/or credits as communicated to You by the relevant Content Owner(s).

While the right (if) granted to You to access the Catalogue and to view and/or listen to the Selected Material is provided to You at no costs, any subsequent Use of such Material, if authorized by the relevant Content Owner(s), may be subject to payment of fees to be agreed between You and the relevant Content Owner(s) regardless of the copyright status of the Selected Material.

Once We receive the Content Owner(s)' decision regarding Your right to Use the Material, We will inform You by email of the approval or denial. If the Content Owner(s) grant You the right to Use the Material, You will be able to download it from the Ukraine Archive in accordance with the procedure describe on Our Webpage. The EBU does not grant You any right to Use the Material and will only give You access to it for downloading if the Content Owner(s) grants You the right to Use the Material.

FURTHER UNDERSTANDING AND AGREEMENT

You further understand and agree that:

- We are not holding any intellectual property rights in the Material contributed by the Content Owner(s). Consequently, We give no warranty, express or implied, of any kind, including any implied warranties as to fitness for a particular purpose, merchantability, title, non-infringement, accuracy, truth, completeness. We are not responsible nor liable for damages and/or losses nor for any indemnification obligations arising out from infringement(s) of any third party's intellectual property rights, privacy rights or other rights in connection with Your access to the Catalogue, the display of the Material on the Ukraine Archive and/or the viewing and/or listening of the Selected Material. You hereby waive any right and/or claim You may have today and/or in the future to object such treatment.
- We reserve the right at all times to alter or shut down the Ukraine Archive (or any part of it), temporarily or on a permanent basis, with or without notice, including the right to modify the Catalogue and remove any part of the Material. We commit only to use reasonable efforts to remedy within reasonable deadline any failure in the system not performing correctly.
- No exclusivity is granted to You; these Terms & Conditions shall not prevent Us from granting others the right to access the Catalogue and view and/or listen to the Selected Material.
- The Material may be digitally watermarked for the purposes of assessing and/or detecting Your viewing and/or listening. In addition, in case permission to Use is given by the relevant Content Owner(s), any Material which is downloaded from the Ukraine Archive will be digitally watermarked.
- We may make available transcriptions and/or translations of some of the Material. If any transcriptions and/or translations are made available, these transcriptions and/or translations are generated with the help of artificial intelligence without human review. These transcriptions and/or translations are made available to You for convenience and may contain inaccuracies and errors. In case of doubt and/or where You find it appropriate, You are welcome to reach out to the EBU Contact Person. You hereby agree to waive all claims against the EBU for any inaccuracies or errors in these transcriptions and/or translations.
- Any decision taken by the EBU under these Terms & Conditions is final, binding and not subject to appeal; and
- We may alter these Terms & Conditions at any time if such changes are reasonably necessary to protect the legitimate interests of the EBU and/or the Content Owner(s); You shall abide to such modified Terms & Conditions if You continue to access the Ukraine Archive or view and/or listen to the Material.

YOUR OBLIGATIONS

You shall:

- Request access to the Catalogue and Material only to support works, studies, research and/or project with the primary aim of service the public interest, or if You are an investigator working in the public interest such as a law enforcement authority. In no event access to the Material shall be requested for commercial purposes.
- Not request access to the Catalogue and Material and/or Use the Material for illegal purposes, or otherwise act in a way that could be detrimental to the EBU and/or the Content Owner(s).
- Comply with all the terms set out in these Terms & Conditions, and abide at all times by any instructions, guidelines and/or restrictions as may be issued and/or given by Us and/or the Content Owner(s).
- Always properly cite the source and name of the relevant Content Owner(s) in case of Use of the Material.
- Fully indemnify and hold Us and/or the Content Owner(s) harmless against any and all claim, demands, actions, costs, expenses (including legal fees), damages, losses, liabilities including any direct, indirect, incidental, special, exemplary, punitive, or consequential damages, arising from or related to Your (i) access to the Catalogue, (ii) viewing and/or listening of the Selected Material, (ii)

- breach of any provision of these Terms & Conditions, (iv) breach of applicable law, (v) and/or any behaviour by which You may harm the reputation and/or the image of the EBU, its Members, the Ukraine Archive, and/or the Content Owner(s).
- Be solely responsible for the subsequent Use of the Selected Material and fully indemnify and hold Us harmless against any and all claim, demands, actions, costs, expenses (including legal fees), damages, losses, liabilities including any direct, indirect, incidental, special, exemplary, punitive, or consequential damages, arising from or related to any claim made by any third party (including without limitation the Content Owner(s)) in connection with (i) the unauthorised Use of the Selected Material (or any of the Content Owner(s)' Material); or (ii) the Use of the Selected Material (or any of the Content Owner(s)' Material) in violation of any restrictions, conditions, rules, or other requirements imposed/communicated by the relevant Content Owner regarding such Use of its Material.
 - Not use the words "EBU", "UER", "EUROVISION" and any related logos and trademarks of the EBU without Our prior written approval.

COLLECTION AND PROCESSING OF PERSONAL DATA

When You submit application form(s) and/or contact Us by email, We collect and process certain personal data relating to You. Such personal data will be processed in accordance with the provisions of the [Ukraine Archive Privacy Notice](#).

Before submitting Your application form(s), You acknowledge that You have read and understood the Ukraine Archive Privacy Policy and agree that the We may collect and process certain personal data relating to You pursuant to that policy (including sharing such personal data with the relevant Content Owner(s)). You further acknowledge and agree that the [Ukraine Archive Privacy Notice](#) may be periodically changed, modified, or otherwise updated at discretion, without prior notification.

MISCELLANEOUS

EBU Contact Person: In the event of any questions regarding the procedure set out on Our Webpage and/or these Terms & Conditions, You can contact the Ukraine Archive team at ukraine-archive@ebu.ch

Notices: Any notice or communication (including approval, refusal, denial, suspension/revocation) given to You in relation to the Ukraine Archive is validly made if delivered to You by e-mail (via the e-mail address indicated in Your application form(s)). A notice delivered by email shall be deemed to have been received when delivered or, if such delivery is not in business hours (between 09:00 am and 17:00 pm from Monday to Friday, except public bank holidays in the territory of receipt), at 09:00 am on the first business day following delivery in the territory of receipt.

Precedence: In the event of any discrepancies between these Terms & Conditions and any other standard terms and conditions of the EBU, these Terms & Conditions shall prevail as being specifically applicable to the procedure set out on Our Webpage and the right that the EBU may grant to You for accessing the Catalogue and viewing and/or listening to the Selected Material.

Governing Law and Jurisdiction: These Terms & Conditions and the subject matter hereof are governed by and construed in accordance with the laws of Switzerland without regards to choice of law principles. All disputes arising out of or in connection with these Terms & Conditions and/or the subject matter hereof shall be submitted to the exclusive jurisdiction of the courts of Geneva (Switzerland).