

Information

2010 FIFA World Cup™ and Other FIFA Events 2009 - 2010

Summary of Rights, Obligations & Restrictions (v. 06.09) – Mobile

A Introduction

This document outlines the mobile transmission and ancillary rights which will generally be available to licensees with respect to the 2010 FIFA World Cup™ (and related ceremonies) and certain Other FIFA Events¹ taking place during 2009-2010. It also identifies related obligations and restrictions.

This document shall not form part of any legally binding arrangements with respect to the events referred to unless incorporated into a formal written agreement signed by the licensee in question and FIFA. It is not intended to be an exhaustive statement of all rights, restrictions and obligations and is provided to you for background information only.

B Available Rights

1. Transmission rights:

- a) Mobile transmission²
- b) live³ and delayed
- c) full match, highlights and clips
- d) free and pay
- e) exclusions: pay per view
fixed media
in-flight
public viewing
- f) feeds: basic feed, multi feeds, additional feeds, audio feed, data feed and unilateral coverage

2. Ancillary rights:

- a) the right to sell commercial airtime and sponsorship (including on-screen timing and replay sponsorship⁴) opportunities in connection with transmissions of the World Cup, ceremonies and Other FIFA Events;
- b) the right to use any World Cup and Other FIFA Event emblem, event title, trophy and mascot in transmissions of the event in question, in relevant support programming and in permitted advertising and promotional materials;
- c) the right to use official, prescribed World Cup and Other FIFA Event designations;
- d) the right to distribute official World Cup and Other FIFA Event premiums;
- e) the right to access the World Cup, ceremony and Other FIFA Event feeds; and
- f) subject to availability, the right to utilise, at rate card cost (and subject to maintenance of adequate public liability and professional indemnity insurance), FIFA's broadcast facilities and services infrastructure, and to receive a reasonable number of accreditations to access each venue and such facilities and services.

¹ The Other FIFA Events are listed in Appendix I to this Summary of Rights, Obligations & Restrictions

² Permitted mobile transmission technologies include: GPRS, GSM, EDGE, WAP, UMTS, DVB-H, DMB, ISDB and IP Datacast

³ Subject to any applicable third party contractual or other restrictions

⁴ To be sold in respect of World Cup matches, and to certain FIFA commercial affiliates, only

C Obligations1. Promotional obligations

Each licensee is required:

- a) to ensure the widest possible coverage of, and audience for, the World Cup and each ceremony and Other FIFA Event, to maximise and enhance the exposure for FIFA's commercial affiliates and to increase and enhance the exposure of the FIFA brand and the World Cup, ceremonies and Other FIFA Events;
- b) to produce and transmit trailers promoting its licensed programming, including pre-World Cup trailers;
- c) to advertise and promote (by way of on-screen credits and/or inserts) the FIFA websites during transmissions of World Cup and Other FIFA Event matches;
- d) to establish and conduct extensive territory-wide publicity campaigns to promote the World Cup and Other FIFA Events;
- e) to incorporate in its transmissions:
 - FIFA's standard opening and closing sequences;
 - any official FIFA music (including in any animations containing any FIFA mark);
 - the relevant official mascot; and
 - promotional spots for FIFA's institutional initiatives (e.g. the "FIFA Development Programme", "No to Racism" and "Fair Play"), and to create and implement extensive territory-wide publicity campaigns for such initiatives; and
- f) to provide FIFA, for its prior approval, with full details of all marketing and promotional activities relating to any World Cup, ceremony or Other FIFA Event.

2. Other obligations

Each licensee is required:

- a) to take all necessary measures to prevent content piracy and to ensure that transmissions may only be viewed in the licensed territory, including by utilising relevant DRM and other content protection and access control technologies and procedures;
- b) to use (as prescribed by FIFA) the full official title of the World Cup and each ceremony, Other FIFA Event and mark;
- c) in respect of the World Cup, to grant certain FIFA commercial affiliates a right of first negotiation (for a minimum of seventy (70) days) with respect to the purchase of transmission sponsorship and/or commercial airtime available immediately before, during and after its transmissions of any World Cup match (where shown in its entirety) and World Cup support programming. Relevant written proposals must be submitted to all such FIFA commercial affiliates contemporaneously at least eighteen (18) months prior to the World Cup;
- d) in respect of Other FIFA Event matches transmitted in their entirety:
 - to allocate (at no charge) exclusive transmission sponsorship opportunities (three (3) spots of five (5) seconds each per match) to two (2) FIFA commercial affiliates as selected by FIFA;
 - to grant certain FIFA commercial affiliates a right of first negotiation (for a minimum of thirty (30) days) with respect to the purchase of commercial airtime available immediately before, during and after its transmissions of each Other FIFA Event match; and
 - where any Other FIFA Event takes place in the licensed territory, to grant each FIFA National Supporter a right of negotiation (for a minimum of (15) days and after expiration of the above specified right granted to FIFA Partners) with respect to the purchase of commercial airtime available immediately before, during and after its transmissions of each such Other FIFA Event match;
- e) not to authorise any transmission sponsorship nor other commercial association in connection with exploitation of World Cup or Other FIFA Event footage in news programmes or as clips or vignettes etc.;

- f) not to promote nor incorporate any programming or functionality connected with shopping, gaming, wagering and quizzes and the like with respect to its exploitation of the World Cup or any Other FIFA Event; and
- g) to assign all copyright and other rights in all unilateral coverage, any altered versions of the feed(s) and all commentary to FIFA.

D Restrictions

1. FIFA shall be entitled to:
 - a) transmit (on a post-match delayed basis) by FIFA TV and any FIFA website via any media excerpts (of up to two (2) minutes' duration per match/ceremony) of the licensee's transmissions of the World Cup, ceremonies and Other FIFA Events;
 - b) with respect to any Other FIFA Event taking place in the licensed territory, grant to any party the exclusive or non-exclusive right to transmit in the licensed territory via any mobile technology up to four (4) minutes of footage per match of the event in question as part of any official FIFA sponsorship and/or marketing rights package;
 - c) grant to any third-party the non-exclusive right to transmit by any media excerpts of any World Cup or Other FIFA Event match or ceremony for inclusion in:
 - any territorial, pan-regional and/or international bona fide news programme;
 - the sports segment of any year-end programming; and/or
 - any advertisements and other promotional materials;
 - d) permit the transmission of highlights (of up to four (4) minutes per match) by any media from each World Cup match (no earlier than 3 months after the World Cup) and from each Other FIFA Event match (at any time) as part of documentaries, other feature programming and in the advertisements of any FIFA commercial affiliate; and
 - e) credit, without charge, the FIFA websites and certain FIFA commercial affiliates (i.e. on-screen timing and IT sponsors) in the feeds of the World Cup, ceremonies and Other FIFA Events.
2. All transmission sponsorship designations are subject to the prior written approval of FIFA.
3. A licensee may not alter the feeds in any manner other than to:
 - a) create edited highlights;
 - b) add subtitles in the licensed language(s);
 - c) superimpose relevant factual graphics or information, excluding any commercial elements such as SMS/telephony services and crawler/ticker messages etc.;
 - d) superimpose permitted standard on-screen timing and replay sponsorship credits; and
 - e) superimpose the licensee's own customary logo.

E Contract negotiation procedure

1. This Summary of Rights, Obligations & Restrictions is made available generally to prospective licensees in your territory.
2. Prospective licensees should review this Summary of Rights, Obligations & Restrictions to consider whether they are interested in acquiring transmission rights to the World Cup, ceremonies and Other FIFA Events.
3. In its capacity as exclusive sales representative of FIFA, FMS will conduct preliminary discussions with interested parties, and may invite prospective licensees to make an offer to FIFA with respect to relevant transmission rights using a form of offer document supplied for that purpose by FMS.
4. FIFA will consider appropriate offers received and, as may be determined by FIFA, FMS will commence contract negotiations with prospective licensees.
5. Once agreement has been reached, in principle, with a prospective licensee, FMS will prepare a formal written contract documenting the proposed licence of transmission rights by FIFA. Until a formal written contract is



- properly executed by the authorised representatives of both FIFA and a licensee, FIFA will have no legal nor other obligation nor liability to any party with respect to the events described in this document.
6. FMS does not hold any of the transmission or related rights referred to in this document, nor has the authority to commit FIFA to any legal and/or other obligation in connection with such rights. Accordingly, no contractual nor other legal relations or duties shall exist between any person or entity and FMS in connection with the events or rights described in this document. FMS shall not be liable for any representations, statements, acts or omissions made by any representative of FMS in discussions, correspondence and/or negotiations relating to the events or rights described in this document or otherwise.



Appendix I

Other FIFA Events 2009 - 2010

FIFA U-20 World Cup 2009

FIFA U-17 World Cup 2009

FIFA Beach Soccer World Cup 2009

FIFA Confederations Cup South Africa 2009

FIFA U-17 Women's World Cup 2010

FIFA U-20 Women's World Cup 2010