

Information

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

Summary of rights, obligations & restrictions (v. 06.09)

A Introduction

This document outlines the television, radio and ancillary rights which will 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, obligations and restrictions and is provided to you for background information only.

B Available Rights

1. Transmission rights:

- a) terrestrial, cable and satellite television
- b) radio
- c) free and pay
- d) video/radio on demand
- e) live, delayed, highlights and repeats
- f) exclusions: PPV
fixed media
in-flight
public viewing
FIFA official films
- g) feeds: basic feed, multi feeds, additional feeds, audio feed, data feed and unilateral coverage

2. Ancillary rights:

- a) the right to transmit and reproduce highlights of the feeds of the World Cup, ceremonies and Other FIFA Events for delayed transmission including in:
 - regularly scheduled news programmes;
 - regularly scheduled sports magazine programmes;
 - sports segments of other regularly scheduled programming;
 - round-up and other support programming; and
 - related promotional programming (e.g. vignettes).
- b) the right, and obligation, to make available (in accordance with local laws or, in the absence of such laws, on customary terms) footage from the World Cup, ceremonies and Other FIFA Events to third parties in the licensed territory for bona fide television and/or radio news broadcast purposes.
- c) the right to sell commercial airtime and sponsorship (including on-screen timing and replay sponsorship²) opportunities in connection with transmissions of the World Cup, ceremonies and Other FIFA Events.
- d) the right to use, on a non-exclusive basis, 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.

¹The Other FIFA Events are listed in Appendix I to this summary of rights and obligations

²To be sold in respect of World Cup matches, and to certain FIFA commercial affiliates, only

- e) the right to use an official, prescribed World Cup and Other FIFA Event designation.
- f) the right to distribute official World Cup and Other FIFA Event premiums.
- g) the right to access the World Cup, ceremony and Other FIFA Event feeds.
- h) the right, and obligation, 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.

C Obligations

1. Minimum Transmission Requirements

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, the World Cup, ceremonies and Other FIFA Events;
- b) to ensure the transmission by free television on channels with nationwide coverage (i.e. coverage of not less than 90% of the population in question) of the World Cup and Other FIFA Events as follows:

World Cup:

- a minimum of twenty-two (22) matches in their entirety, including any home team matches³, the opening match, at least two (2) quarter-final matches, both semi-final matches and the final match;
- all opening and closing ceremonies and, subject to confirmation by FIFA, the 2010 FIFA World Cup Gala, in each case in their entirety;
- per World Cup day, a "round-up" programme of at least thirty (30) minutes in total duration, such programme to include highlights (of at least ten (10) minutes' duration) of any match transmitted live only by pay television in the licensed territory in the preceding twenty-four (24) hours; and
- a minimum of twenty-six (26) minutes' footage of the World Cup final draw.

Other FIFA Events taking place outside the licensed territory:

- a minimum of all home team matches, the opening match, both semi-final matches and the final match in their entirety.

Other FIFA Events taking place inside the licensed territory:

- all matches in their entirety.

2. Promotional obligations

Each licensee is required:

- a) to use best efforts to produce and transmit a "Road to" World Cup television series comprising sixteen (16) x twenty-six (26) minute episodes;
- b) to produce and transmit trailers promoting the licensee's licensed television 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;

³ i.e. any matches in which any national team of the licensed territory participates

- e) to incorporate in the licensee's transmissions of any World Cup and FIFA Confederations Cup match (and to use best efforts to do so in respect of any Other FIFA Event match):
- FIFA's standard opening and closing sequences in full;
 - any official FIFA music;
 - the relevant official mascot (including in all World Cup studio programming);
 - any official FIFA music in any animations containing the World Cup or FIFA Confederations Cup marks; and
 - not less than two (2) promotional broadcast spots (of at least thirty (30) seconds each) 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;
- f) to ensure that each commercial break immediately preceding, during and immediately after its television transmission of any licensed programming is framed by standard FIFA break-bumpers; and
- g) to provide FIFA, for its prior approval, with full details of all marketing and promotional activities relating to the World Cup, ceremonies or Other FIFA Events.
3. Other obligations
- Each licensee is required:
- a) to ensure that all satellite transmissions are securely encrypted;
- b) to use (as prescribed by FIFA) the full official title of the World Cup and each ceremony, Other FIFA Event and mark;
- c) to ensure that no commercial breaks are inserted during actual live match play;
- d) 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 broadcast 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;
- e) in respect of Other FIFA Event matches transmitted in their entirety:
- to allocate (at no charge) exclusive broadcast 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;
- f) not to authorise any broadcast sponsorship nor other commercial association in connection with exploitation of World Cup or Other FIFA Event footage in news programmes;
- g) 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
- h) 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 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) 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;
 - c) permit the transmission of highlights (of up to four (4) minutes per match) 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
 - d) credit, without charge, 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 broadcast 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 (e.g. SMS/telephony services and crawler/ticker messages etc.);
 - d) superimpose standard on-screen timing and replay sponsorship credits; and
 - e) superimpose the licensee's own customary channel logo.

E Contract negotiation procedure

1. This summary of rights, obligations and restrictions is made available generally to other prospective licensees in your territory.
2. Prospective licensees should review this summary of rights, obligations and 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 broadcast 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