

FIFA REGULATIONS **COMMERCIAL PUBLIC VIEWING EVENTS**

FIFA Confederations Cup South Africa 2009 2010 FIFA World Cup South Africa™ for the Republic of South Africa

1 INTRODUCTION

- 1.1 Applicability: These Regulations apply to all Commercial Public Viewing Events in relation to any matches of the 2010 FIFA World Cup South Africa™ (the "**Competition**")., These Regulations do not apply to Non-Commercial Public Events (as those events are governed by the Non-Commercial Public Viewing Regulations).
- 1.2 Public Viewing Event: An event is considered a "**Public Viewing Event**" if at such event broadcast coverage of the Competition is made available for exhibition to, and viewing by, an audience (whether members of the general public or otherwise) in any place other than a private dwelling, including at cinemas, bars, restaurants, stadia, open spaces, offices, construction sites, oil rigs, water borne vessels, buses, trains, armed services establishments, educational establishments and hospitals.
- 1.3 Commercial Public Viewing Event: A Public Viewing Event is considered a "**Commercial Public Viewing Event**" if the person or entity who organises and/or stages it (the "**Exhibitor**") stages it for commercial purposes. An Exhibitor is considered to stage a Public Viewing Event for commercial purposes if, for example,
- (a) a direct or indirect admission fee is charged for the exhibition of the broadcast coverage; and/or
 - (b) sponsorship or other commercial rights of association are exploited relating to the event.
- Public Viewing Events in "Commercial Establishments", such as pubs, clubs, restaurants and bars, are NOT deemed to be Commercial Public Viewing Events unless further commercial activities, such as admission fees or sponsorship activities, take place in relation to the public viewing activities.
- 1.4 Ownership of Rights: All copyright and other intellectual property rights subsisting in, and all goodwill associated with, the broadcast coverage of the Competition are exclusively owned by FIFA and protected by law.

2 ACCESS TO BROADCAST COVERAGE

FIFA will stipulate, when it grants the Commercial Public Viewing Licence, which match broadcast coverage an Exhibitor must use for its Public Viewing Events An Exhibitor shall be solely responsible, at its own cost and expense, for obtaining access to such broadcast coverage.

3 THIRD-PARTY LICENCES / PERMISSIONS / CONSENTS

An Exhibitor is responsible for obtaining, at its own cost and expense, any licences, permissions and/or consents required for a Public Viewing Event from any third party, including from:

- (a) the broadcaster of the Competition, stipulated by FIFA, for the use of the broadcast coverage (signal);
- (b) appropriate collective licensing authorities;
- (c) local government or regulatory authorities (including in relation to security matters); and
- (d) any other third parties whose consent, permission or license may be required for a Public Viewing Event.

4 EXERCISE OF RIGHTS

- 4.1 No Delays or Replays: Broadcast coverage of the Competition must be exhibited on a live basis only. Delayed and repeat exhibitions of the broadcast coverage are strictly prohibited.
- 4.2 No Alterations or Modifications: Broadcast coverage of the Competition must be exhibited in its entirety without any cuts, alterations, deletions, modifications, superimpositions, insertions of "crawler" messages, "squeezes", on-screen identifications or any other alterations or modifications of whatsoever nature.

5 SPONSORSHIP AND OTHER ASSOCIATION

- 5.1 No Association by an Exhibitor: An Exhibitor shall not do, nor authorise to be done, anything which, in FIFA's opinion, may give rise to the belief that an Exhibitor is in any way officially associated with FIFA and/or the Competition (for example, as a sponsor, supplier or similar).
- 5.2 Sponsorship Rights: An Exhibitor shall not grant to any third party which is not a FIFA Marketing Affiliate of the Competition any sponsorship or other direct or indirect rights of association (including, for example, the use of flags, advertising boards, branding around the screen or on print material and/or naming rights to a Public Viewing Event) in

connection with FIFA, the Competition or a Commercial Public Viewing Event (or any part thereof) except as specifically permitted in accordance with Section 5.3 of these Regulations.

- 5.3 Local Public Viewing Event Supporters: An Exhibitor may, however, grant local sponsorship rights relating to a Commercial Public Viewing Event to local third parties which are not considered by FIFA to be a competitor of a FIFA Marketing Affiliate of the Competition. Details of the FIFA Marketing Affiliates of the Competition (the "FIFA Partners", "FIFA World Cup Sponsors" and "National Supporters") are available on the www.fifa.com website. Please note that FIFA is yet to appoint all of its sponsors and this list is therefore currently not exhaustive. If requested by FIFA, an Exhibitor shall provide, prior to the grant of any local sponsorship rights, all relevant information on the third party and the proposed rights in writing to FIFA (publicviewing@fifa.org) for its prior written approval. FIFA retains the final decision as to whether a third party is considered "local" and/or "non-competitive" and whether the rights proposed to be granted are "local" rights relating to a Commercial Public Viewing Event.

6 SALE OF GOODS AND SERVICES (CONCESSIONS)

- 6.1 Permitted Sale: An Exhibitor may sell, or authorise the sale of, food, beverages or other goods or services by any third party at a Public Viewing Event, always provided that such concession activities are clearly distinguished from the exercise of any local sponsorship rights and opportunities (as described in Section 5.3 of these Regulations above). If requested by FIFA, an Exhibitor shall provide in writing to FIFA (publicviewing@fifa.org) full details of the concession activities which are proposed to be conducted at a Public Viewing Event.
- 6.2 No Association: For the purpose of ensuring that such concession activities do not constitute any form of express or implied sponsorship of FIFA, the Competition or a Public Viewing Event, the sale of goods or services at a Public Viewing Event shall not be conducted in any manner which, in FIFA's opinion, may give rise to the belief that such third party is in any way officially associated FIFA, the Competition or a Public Viewing Event (including, for example, as a sponsor, supplier or similar).

7 NO ALTERATIONS TO BROADCASTS

- 7.1 No Replacement of Commercial Elements: Any broadcast sponsorship and/or commercial airtime elements contained in the broadcast coverage of the Competition used at a Public Viewing Event must not be obscured or otherwise replaced with any other commercial content by an Exhibitor at any stage of the broadcast coverage.
- 7.2 No Alterations: An Exhibitor must ensure that any broadcast of any match coverage of the Competition shown from ten (10) minutes prior to kick off, during and until ten (10) minutes after the completion of a match is shown without any alteration, additions or deletions.
- 7.3 Match Coverage: FIFA encourages Exhibitors to begin showing the broadcast of match coverage from at least ten (10) minutes prior to kick off until at least ten (10) minutes after the completion of the match.

8 NO USE OF COMPETITION MARKS

All copyright and intellectual property rights subsisting in, and all goodwill associated with, the official Competition emblem, title and logos (including the mascot and the trophy) ("**Competition Marks**") are exclusively owned by FIFA and protected by law. Except for use of the words "World Cup" in a standard font for the sole purpose of informing members of the public of the time and place of a Public Viewing Event, an Exhibitor shall neither use, nor authorise the use of, any Competition Mark (or any part thereof) or any symbol, emblem, logo, mark or designation which, in FIFA's opinion, is similar to, or is a derivation or imitation of, any of the Competition Marks.

9 ADMISSION FEE

An Exhibitor must obtain FIFA's written approval to charge a direct or indirect admission fee for the exhibition of the broadcast coverage of the Competition at a Commercial Public Viewing Event. When applying for their Public Viewing Licence for a Public Viewing Event, an Exhibitor must indicate whether an admission fee is intended to be charged.

10 LICENCE

These Regulations do not constitute a licence from FIFA to an Exhibitor or otherwise authorise an Exhibitor to exhibit broadcast coverage of the Competition at a Commercial Public Viewing Event. An Exhibitor may only exhibit broadcast coverage of the Competition at a Public Viewing Event if a written licence has been obtained from FIFA. The grant of licences shall be subject to the payment of a licence fee. Further information is available on the official website of the Competition (www.FIFA.com).

11 MISCELLANEOUS

- 11.1 Breach of these Regulations: Any breach of these Regulations by an Exhibitor may result in the termination of the licence to organise and/or stage a Public Viewing Event and subject an Exhibitor to prosecution under applicable laws.
- 11.2 Reporting: An Exhibitor shall provide FIFA, upon request, with written details of the date and time of a Public Viewing Event together with actual or estimated audience figures.
- 11.3 Governing Law: These Regulations shall be governed by, and interpreted in accordance with, South African law.