



For the Game. For the World.

**To the members of FIFA participating
in the preliminary competition of
the 2010 FIFA World Cup South Africa™**

Circular no. 1151

Zurich, 04 July 2008

SG/ner

**2010 FIFA World Cup South Africa™ preliminary competition – Media and Marketing
Guidelines**

Dear Sir or Madam,

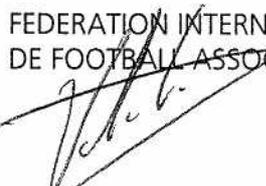
We are pleased to enclose the **Media and Marketing Guidelines** for the 2010 FIFA World Cup South Africa™ qualifiers. This appendix to the 2010 FIFA World Cup South Africa™ regulations will help all participants follow the correct procedures and thus enable them to offer a unified application of the different media and marketing aspects of the competition.

As we all know, several matches in the preliminary competition have already taken place, however, these guidelines are similar to the previous media and marketing principles. We would, however, like to draw your attention to clause 2.2, where we kindly ask you to inform us of any issue regarding the application of these guidelines. We would appreciate your reply by 31 August 2008.

It goes without saying that our TV & Marketing Division is at your entire disposal for any queries you may have in relation to these guidelines.

Yours faithfully,

FEDERATION INTERNATIONALE
DE FOOTBALL ASSOCIATION


Jérôme Valcke
Secretary General

cc: - Organising Committee for the FIFA World Cup™
- Confederations

Encl. Media and Marketing Guidelines of the Preliminary Competition for the 2010 FIFA World Cup™



Preliminary Competition for the 2010 FIFA WORLD CUP™

MEDIA AND MARKETING GUIDELINES





Preliminary Competition of the 2010 FIFA WORLD CUP™ **MEDIA AND MARKETING GUIDELINES**

PREAMBLE: PURPOSE OF THE GUIDELINES

- 1.1 **Format of the Competition:** It is envisaged that the 2010 FIFA World Cup South Africa™ will comprise two distinct phases: the Preliminary Competition and the Final Competition. These Media and Marketing Guidelines govern (i) the manner in which all commercial rights relating to the Preliminary Competition may be exploited, and (ii) the manner in which these rights are protected for the benefit of FIFA and the Member Associations. These Media and Marketing Guidelines shall not apply to the Final Competition, as the Final Competition is governed by separate Media and Marketing Guidelines.
- 1.2 **Purpose of the Guidelines:** In view of the possibility that prize money for the Final Competition of the 2010 FIFA World Cup South Africa™ may increase, it is important to recognise that the distribution of such substantial sums is only made possible by the continuing support provided for the FIFA World Cup™ by its official sponsors and broadcasters. Because these official sponsors and broadcasters have paid significant amounts of money for the rights they have acquired, FIFA has established these Media and Marketing Guidelines to ensure that all Participating Member Associations only engage in the correct exercise of the commercial rights which are granted to them by FIFA, and to ensure that they (and their commercial partners) participate fully in protecting the Competition's commercial rights. Ultimately, the proper implementation of these Media and Marketing Guidelines will be of direct benefit, not only to the Participating Member Associations, but to all Member Associations and the sport of Association Football.
- 1.3 **Prize Money Increase:** The prize money which is paid by FIFA to the Member Associations participating in the FIFA World Cup™ has increased significantly since the final competitions of the 2002 and 2006 FIFA World Cups.

In 2002 for example, each Member Association competing in the final competition received CHF 1.000.000,- to cover its preparation costs. In addition, a total of CHF 200.750.000,- was shared, on a performance scale, among the 32 teams participating in the final competition, with the winner of the FIFA World Cup receiving CHF 12.400.000,-. In 2006, the total prize money made available to the 32 teams participating in the final competition was CHF 300.000.000,- (an increase of **50%** from 2002), with the winner of the FIFA World Cup receiving CHF 24.500.000,- (an increase of almost **100%** from 2002).

These Media and Marketing Guidelines are designed to protect this source of Member Association revenues.

- 1.4 **FIFA Financial Assistance Programme/GOAL:** Every year, FIFA contributes the sum of US\$ 250,000 to each Member Association under the FIFA Financial Assistance Programme. Because these funds also directly derive from the contributions made by the Competition's official sponsors and broadcasters, these Media and Marketing Guidelines are also designed to protect this source of Member Association revenues.



In addition to the FIFA Financial Assistance Programme, FIFA has created the GOAL project which offers tailor-made development projects to suit the individual requirements of the Member Associations. The maximum amount which can be awarded per project is limited to US\$ 400,000,-. As of December 2006, the total funds committed under the GOAL project amounted to approximately CHF 200.000.000,-. These Media and Marketing Guidelines are designed to protect this source of Member Association revenues.

- 1.5 FIFA Confederation Financial Assistance: Every year, FIFA contributes the sum of US\$ 2,500,000 to each of the six FIFA Confederations. These funds directly derive from the contributions made by the Competition's official sponsors and broadcasters. These Media and Marketing Guidelines are designed to protect this source of FIFA Confederation revenues.



PART A: GENERAL

OWNERSHIP AND PROTECTION OF RIGHTS

2. Introduction

2.1 Ownership of Rights: In accordance with the Competition Regulations and by submitting to the FIFA general secretariat the completed official entry format for the Competition, the Participating Member Associations have acknowledged the Competition Regulations and thereby that FIFA, as founder of the Competition and as the world governing body of Association Football, owns and controls all of the commercial and intellectual property rights in relation to the two distinct phases of the Competition: the Preliminary Competition and the Final Competition, including all Competition Matches. All Preliminary Competition Matches shall be organized by the Participating Member Associations which shall ensure that the stadiums and facilities in which the Preliminary Competition Matches take place fulfill the requirements described in the Competition Regulations.

2.2 PMA Co-operation: As a general principle, but remaining subject to what is set out below, all Participating Member Associations must strictly comply with the terms and conditions outlined below in these Media and Marketing Guidelines in relation to the participation of their PMA Teams in the Preliminary Competition. The Participating Member Associations are also fully responsible for the full compliance with these Media and Marketing Guidelines by their Team Delegation Members, their PMA Affiliates and any third party contracted to the Participating Member Associations, and shall therefore immediately notify their PMA Affiliates and further contracted third parties of the content of these Media and Marketing Guidelines. The Participating Member Associations shall require from their PMA Affiliates and contracted third parties to fully comply with all terms and conditions of these Media and Marketing Guidelines.

Notwithstanding this general principle, FIFA is aware and acknowledges that prior to the enforcement of these Media and Marketing Guidelines, the Participating Member Associations may have entered into agreements with PMA Affiliates and further third parties concerning the exploitation of commercial rights in relation to their Preliminary Competition Home Matches and that such commercial agreements may prevent the Participating Member Associations to respect the Media Rights and the Marketing Rights reserved by FIFA under Sections 6.3 and 7.2 Sub-sections (vi), (vii) and (viii) of these Media and Marketing Guidelines.

To the extent that any Media Rights or Marketing Rights reserved by FIFA in accordance with Sections 6 and 7 of these Media and Marketing Guidelines are object of agreements with PMA Affiliates and/or further contracted third parties, the Participating Member Associations shall notify FIFA in writing by 31 August 2008 the latest about the Media Rights and Marketing Rights granted to PMA Affiliates and further contracted third parties. In case of such pre-notification, the Participating Member Association and FIFA shall in good faith discuss Media Rights and Marketing Rights available for FIFA to advertise and promote the Preliminary Competition.

2.3 Basic Principle: **No third party, which has not been authorised by FIFA, may, other than as permitted under these Media and Marketing Guidelines, do anything which gives rise to any association between such third parties and the Competition (including any**



Competition Phase) and/or FIFA, or which directly or indirectly exploits the goodwill associated with the Competition or single phases of the Competition or with FIFA.

Any Member Associations shall immediately notify to FIFA in writing any non-compliance by PMA Affiliates and/or third parties with these Media and Marketing Guidelines.

- 2.4 Transfer of Rights: To the extent that any local or national laws or regulations may result in any rights in relation to the Competition or any Competition Match being owned or controlled by any FIFA Confederation or Member Association (whether by virtue of the hosting or organisation of any Competition Match or otherwise), the relevant FIFA Confederation or Member Association hereby unconditionally assigns and/or transfers to FIFA any and all such rights in perpetuity for FIFA's unfettered exploitation, and waives any and all claims to exercise and/or exploit such rights itself or to grant to any third party the right to exercise such rights.
- 2.5 Transfer of Rights – Stadia: Each Participating Member Association or FIFA Confederation contracting with any stadium operator to host any Competition Match shall ensure that all agreements entered into by the Participating Member Association, or FIFA Confederation with any stadium operator provide for the waiver by the stadium operator in favour of FIFA, the Participating Member Association or FIFA Confederation of all rights in relation to the Competition and/or the relevant Competition Match(es).
- 2.6 PMA and Confederation Marks: To assist with the implementation of these Media and Marketing Guidelines, each Participating Member Association hereby assigns to FIFA the right to use and/or the right to sub-license the right to use, in perpetuity, any of the PMA Marks in connection with the participation of the Participating Member Association in the Competition.

For the same purpose of assisting the implementation of these Media and Marketing Guidelines, each FIFA Confederation hereby assigns to FIFA the right to use and/or the right to sub-license the right to use, in perpetuity, any of the Confederation Marks.

FIFA's right to use and/or sub-license such PMA and Confederation Marks shall be exclusive in respect of, or in connection with, the filming, recording and broadcasting of the Final Competition Matches in any media.

FIFA's right to use and/or sub-license such PMA Marks and Confederation Marks shall be non-exclusive in respect of all other uses, whether it be in connection with the promotion of the Competition, or use in electronic or print publications, electronic software games, merchandising, philatelic and numismatic products or otherwise.

FIFA may not use any PMA Marks and Confederation Marks in any manner which would imply that any Participating Member Association or FIFA Confederation endorses the products or brands of any commercial entity, including any Commercial Affiliate. FIFA may not use the PMA Marks and Confederation Marks on a stand-alone basis, and must always use any PMA Marks and/or Confederation Marks with the marks/logos of a minimum of three (3) other PMA Marks or Confederation Marks. FIFA shall ensure that no single PMA Marks or Confederation Marks receives prominence over any other PMA Marks or Confederation Marks on any single item of merchandise or promotional material.



- 2.7 Team Delegation Consents: To assist with the promotion of the Competition, each Participating Member Association shall secure written confirmation from each Team Delegation Member of FIFA's right to use and/or FIFA's right to sub-license the right to use, in perpetuity, any of their records, names and images (including any still and moving representation thereof), which may appear or be generated in connection with the participation of the Team Delegation Members in the Competition.

FIFA's right to use and/or sub-license such records, names and images shall be exclusive in respect of, or in connection with, the filming, recording and broadcasting of the Competition Matches and the Competition itself, and the promotion of such filming, recording and broadcasting of the Competition Matches, in any media.

FIFA's right to use and/or sub-license such records, names and images shall be non-exclusive in respect of all other uses, whether it be in connection with the promotion of the Competition, electronic or print publications, electronic software games, merchandising, philatelic and numismatic products or otherwise, promotion of the media products and programming save that FIFA may not exercise any such rights in any manner which would imply that any Team Delegation Member endorses the products or brands of any commercial entity, including any Commercial Affiliate.

- 2.8 Further FIFA competitions: To assist the exploitation of future editions of the FIFA World Cup™, including the preliminary competitions to future editions of the FIFA World Cup™, to create added value for both FIFA and the Participating Member Associations and to increase the economic contribution to all Member Associations, FIFA may modify the Media and Marketing Guidelines relating to the exploitation of Media and/or Marketing Rights to such future editions of the FIFA World Cup™. The Member Associations shall secure under its agreements with all PMA Affiliates and/or any third parties contracted to the Member Associations the necessary disposal of Media and Marketing Rights to home matches held in preliminary competitions to future editions of the FIFA World Cup™ as retained by FIFA under the respective for the respective Media and Marketing Guidelines.

3. Competition Marks

- 3.1 Ownership of Competition Marks: FIFA is and remains the sole owner of all the Competition Marks, and retains the sole right to develop any marks, logos and symbols for and/or in connection with the Competition (including each phase of the Competition).
- 3.2 No Development of Competitive Marks: To (i) ensure consistency in the "look and feel" of the entire Competition, and (ii) to prevent and/or arrest any instances of Competition-related Ambush Marketing by PMA Affiliates, by FIFA Confederation Affiliates or by third parties, each FIFA Confederation and Participating Member Association must ensure that neither itself, nor any of its FIFA Confederation Affiliates or PMA Affiliates (as applicable), nor any third party contracted to a FIFA Confederation or Participating Member Association, develops, uses, registers, adopts, or creates, any mark, logo or symbol which refers to the Competition or any phase of the Competition, or which is – in FIFA's reasonable opinion - confusingly similar to, is a colourable imitation of, is a derivation of, or which unfairly competes with, the Competition Marks.



In particular, each FIFA Confederation and Participating Member Association agrees to refrain from, and to ensure that their respective FIFA Confederation Affiliates and PMA Affiliates refrain from, the development, use or registration of, any name, logo, trade mark, indicia, brand name, symbol, service mark or other mark (whether registered or unregistered) or designation which may be inferred by the public as identifying with FIFA, any phase of the Competition, or the LOC, including the words "World Cup", "Mundial", "FIFA", "Coupe du Monde", "Copa do Mundo", "Copa del Mundo", "WM" or "Weltmeisterschaft", "Qualifiers", "Eliminatorias", "Preliminary Competition", "Qualification Competition" (or any other term used in any language which, in FIFA's reasonable opinion, is capable to identify the Competition or any phase of the Competition), or the development, use or registration of any dates in connection with the name of the host country, venue or host city of the Final Competition, or any similar indicia or derivation of such terms or dates in any language.

- 3.3 No Challenge to Competition Marks. Each FIFA Confederation and Participating Member Association undertakes not to oppose itself, and to ensure that none of its respective FIFA Confederation Affiliates or PMA Affiliates (as applicable) oppose, any of the trademark or copyright applications filed by FIFA, or Commercial Affiliates or other affiliates authorised by FIFA, nominees or licensees in respect of the Competition Marks, or seek to cancel any such registrations held by FIFA. No FIFA Confederation or Participating Member Association may in any way challenge, or apply for any copyright, trade mark, or patent protection, or domain name registration, in respect of the Competition Marks which would adversely affect FIFA's proprietary interests in the Competition Marks. In the event that any FIFA Confederation Affiliate or PMA Affiliate opposes any trademark or copyright application filed by FIFA or any affiliate, nominee or licensee of FIFA in respect of the Competition Marks, the relevant FIFA Confederation or Participating Member Association must ensure, and take all measures required by FIFA to ensure, that the relevant entity immediately desists from such activity. The provisions of this Section 3.3 do not apply where a Competition Mark includes an intellectual property right belonging to a FIFA Confederation (or FIFA Confederation Affiliate) or a Participating Member Association (or PMA Affiliate) which was registered prior to the publication of these Media and Marketing Guidelines.

4. Historical FIFA World Cup Marks

- 4.1 Assignment: The global appeal of the Competition and the value of its commercial rights are inextricably connected with the history and tradition associated with past editions of the FIFA World Cup™. As the founder of the FIFA World Cup™, FIFA maintains that the right to exploit past editions of the FIFA World Cup™ reside with FIFA and that any other exploitation of commercial rights in connection with past editions of the FIFA World Cup™ has the potential to damage and dilute the value of the Competition's commercial rights. To the extent, therefore, that any Participating Member Association (or PMA Affiliate or third parties contracted to Participating Member Association) owns or controls any trademarks, emblems and devices (including all registrations and applications for registration in relation thereto) relating to past editions of the FIFA World Cup™, such Participating Member Association hereby assigns, free of charge, to FIFA with full title guarantee, all its legal and beneficial rights, title and interest in, and to any and all such trademarks, emblems and devices and all copyright and intellectual property rights in relation to the same. Such assignment shall operate, to the extent legally possible, to hold unto FIFA, FIFA's successors in title and assigns absolutely for the full period of such intellectual property rights throughout the world, including all renewals,



reversion and extensions thereof. The Participating Member Association shall execute all documentation required by FIFA to give full legal effect to such irrevocable assignment.

- 4.2 FIFA Use Restrictions: Notwithstanding any such assignment of rights, FIFA agrees that it shall not licence any Historical Marks to a FIFA Partner, FIFA World Cup Sponsor, National Supporter or official licensee of FIFA to exercise on a stand-alone basis. Such entities may only be permitted to use such Historical Marks if they had a prior sponsorship association with the applicable final competition of the relevant FIFA World Cup™, and only in conjunction with the use of Competition Marks and/or other Historical Marks.
- 4.3 Member Association Use: FIFA further agrees to permit the continued non-exclusive perpetual royalty-free use of the Historical Marks by the transferring Member Association, provided that the relevant Historical Marks are not sub-licensed to any third party without FIFA's prior written consent. In the event that any Participating Member Association has, prior to the issuance of these Media and Marketing Guidelines, licensed to any third party the right to exploit any Historical Marks, the Participating Member Association shall advise FIFA of the nature and duration of such licence, and FIFA shall ensure that any exploitation of the Historical Marks does not infringe the terms of such licence.

5. Ambush Marketing Prohibition and further infringements

- 5.1 Anti-Infringement Undertaking: The commercial value of the Competition (and the value of any commercial rights to the Competition) may be substantially diminished if any PMA Affiliate, or FIFA Confederation Affiliate or any third party contracted to a Member Association and/or FIFA Confederation engages in any Ambush Marketing activity. FIFA's ability to deliver its financial contributions to its Member Associations, and to deliver prize money to the Participating Member Associations, may be substantially diminished by Ambush Marketing activities. Each Participating Member Association and FIFA Confederation is therefore required to ensure that its PMA Affiliates or further contracted third parties (i) do not directly or indirectly become (or seek to become) associated with FIFA, the Competition, or any other competition or event organized by, or under the auspices of, FIFA or a FIFA Confederation, (ii) do not exploit the goodwill of the Competition, FIFA, or any other competition or event organized by, or under the auspices of, FIFA, and (iii) comply with the provisions of these Media and Marketing Guidelines regarding the use of the Competition Marks.
- 5.2 Notification to Participating Member Associations: In accordance with the current practice, FIFA will notify a FIFA Confederation or a Participating Member Association if any of its FIFA Confederation Affiliates or PMA Affiliates, or any third party contracted to the Participating Member Association is conducting any activity which, in FIFA's reasonable opinion, constitutes a violation of these Media and Marketing Guidelines, including but not limited to the following violations:
- i) an infringement of FIFA's intellectual property rights; or
 - ii) an unauthorised competition, sweepstake or other advertising or promotional activity involving the use, purporting to involve the use, or which could reasonably be understood to involve the use, of Final Competition tickets or access to Official Training Sites; or



- iii) an infringement of the restrictions on the activities of the PMA Affiliates as described in these Media and Marketing Guidelines; or
 - iv) any other Ambush Marketing activity.
- 5.3 Scope: The provisions of Sections 5.1 and 5.2 above apply even if the infringing activities are not directly connected with the relevant PMA Affiliate's association with the Participating Member Association.
- 5.4 Cessation of Ambush Marketing Activity: Following written notification by FIFA of any Ambush Marketing activity or any further violation by any PMA Affiliate or FIFA Confederation Affiliate or any third party contracted to a Member Association and/or FIFA Confederation, each Participating Member Association and/or FIFA Confederation will ensure, and take all measures required by FIFA to ensure, that the relevant PMA Affiliate or FIFA Confederation Affiliate or contracted third party immediately ceases and desists from such activity and that such PMA Affiliate, FIFA Confederation Affiliate or third party provides FIFA with written undertakings agreeing to immediately cease and desist from, and in the future to refrain from, any Ambush Marketing activity or further violation of these Media and Marketing Guidelines. This provision also applies when the Ambush Marketing Activity is conducted by the PMA Affiliate or FIFA Confederation Affiliate itself or any of its affiliated or group companies.

PART B: PRELIMINARY COMPETITION

EXPLOITATION OF MEDIA RIGHTS

- 6.1 Grant of Rights: As the owner of all Media Rights in relation to the Preliminary Competition, subject to the applicable laws, subject to the terms and conditions of Sections 6.2 to 6.9 below, FIFA hereby grants in perpetuity all Media Rights, on a worldwide basis, to each Participating Member Association, in relation to its Preliminary Competition Home Matches. The Media Rights include the right for each Participating Member Association to broadcast and/or transmit moving and still images relating to its Preliminary Competition Home Matches (in full and in part and on a live and/or delayed basis).
- 6.2 Programming of Preliminary Competition Match Rights: If any Participating Member Association broadcasts and/or transmits, or wishes to sub-license the right to broadcast and/or transmit, via any media, any moving image of its Preliminary Competition Home Matches (i.e. on a live and/or delayed basis, in full length or in part), on a stand-alone basis or for use in any Collective Highlights Programming, it shall ensure (or require the sub-licensee to ensure) that it, or the entity broadcasting and/or transmitting the relevant programming, shall in such programming:
- (i) at all times use the full official title of the Preliminary Competition ("2010 FIFA World Cup South Africa Qualifiers" and official translations thereof) to the exclusion of any other titles (such as "World Cup 2010"); and
 - (ii) at all times ensure that any third party (not being a Commercial Affiliate) which acquires broadcast sponsorship and/or commercial airtime in relation to the



programming shall not use any Competition Marks (or any derivation or imitation thereof) in such broadcast sponsorship and/or commercial airtime and shall further ensure that such third party does not use or promote its broadcast sponsorship and/or commercial airtime in any manner which, in the reasonable opinion of FIFA, gives rise to, or may give rise to, the belief that such third party is in any way officially associated with the Competition or FIFA (for example such as by way of the use of misleading broadcast sponsorship designations); and

- (iii) at all times refrain from the use of all other Competition Marks; and
- (iv) insert into the signal such visual graphics as FIFA may determine/provide, such graphics to contain the Official Emblem of the Competition or non-commercial identification.

6.3 FIFA Highlight Rights: FIFA reserves the non-exclusive right, on a perpetual royalty-free and worldwide basis, commencing forty-eight (48) hours after the final whistle of any Preliminary Competition Match, to broadcast, stream, transmit by any whatsoever means, to enable to download and/or to use Fixed Media Rights, and to sub-license any such right, via any and all media, in any broadcasting format (e.g. Competition Match related highlights, collective highlights programming such as "road to Final Competition" programming) and for any purpose, Competition Match action footage with a maximum duration of two (2) minutes to be selected by FIFA from each Preliminary Competition Match.

In addition, FIFA reserves the non-exclusive right to use, on a perpetual royalty-free and worldwide basis, all Preliminary Competition Match Footage without any restriction for non-commercial purposes (e.g. for the Technical Study Group, FIFA Medical Group, etc.).

6.4 Delivery of Footage and Live Feed: Each Participating Member Association shall provide FIFA with a copy, in a format to be determined by FIFA, of all Preliminary Competition Match Footage, such footage commencing ten (10) minutes before kick-off until five (5) minutes following the final whistle. Such copies shall be supplied to FIFA, at no costs for FIFA, no later than twenty four (24) hours following the conclusion of the relevant Preliminary Competition Match. Further, if required by FIFA, each Participating Member Association shall provide FIFA on an international gateway to be jointly coordinated by the Participating Member Association and FIFA, with access, free of any charge or transmission costs, to an available satellite live feed of the entire Preliminary Competition Home Match produced by or on behalf of the Participating Member Association, such satellite live feed commencing ten (10) minutes before kick-off until five (5) minutes following the final whistle.

6.5 Access to PMA Teams: Each Participating Member Association hereby grants to FIFA the non-exclusive right to have access to members of its PMA Team as requested by FIFA for interview purposes and grants FIFA's appointed film crews access to the facility in which a PMA Team is training and/or a Preliminary Competition Match is being staged at any time, during the period of time which such members of the PMA Team are required to be released for the respective Preliminary Competition Match in accordance with the FIFA Coordinated International Match Calendar.



- 6.6 **New Media Rights:** Each Participating Member Association is permitted to operate a website which uses the Competition Marks, provided that:
- (i) the use of the Competition Marks is carried out in an editorial manner only and cannot be used/placed in the navigation/menu bars and/or the page title (e.g. masthead) of any webpage of the Participating Member Association;
 - (ii) the Competition Marks cannot be used as hyperlinks with the sole exception of the FIFA.com logo and the FIFA.com Composite Logo (i.e. featuring the Competition Marks or parts hereof and the FIFA.com logo, which can only be hyperlinked to FIFA.com);
 - (iii) editorial coverage of the Competition is limited to the PMA team only with the sole exception of FIFA.com syndicated content, e.g. fixtures & results (incl. basic live results), groups & standings news feed. The delivery of FIFA.com syndicated content remains subject to a separate agreement between FIFA and interested Participating Member Association;
 - (iv) webpages on which the Competition Marks appear, or which contain editorial coverage of the Competition, must contain a link (using the FIFA.com logo or FIFA.com Composite logo) to FIFA.com;
 - (v) no third party trademarks or logos may appear on such website in a way enabling such third party to associate with the Competition Marks, or in any way which might imply an association between a third party and the Competition;
 - (vi) Participating member Association shall not commercialise (i.e. sell advertising or sponsorships) web pages on which the Competition Marks appear;
 - (vii) the correct Competition Name may be used in the navigation/menu bars and/or page titles (e.g. masthead), provided that it is of descriptive nature only;
 - (viii) the correct Competition Name may be used as hyperlink or shortcut to any FIFA Competition-related web pages within the Participating member Association's website;
 - (ix) the Participating Member Association may use the term "FIFAWorldcup" in the URLs of websites which promote the Participating Member Association's editorial coverage, provided that such use is limited to sections of their websites which relate to the Participating Member Association's editorial Competition coverage; and that the URL is a relative path of the Participating Member Association domain (i.e. <http://www.pma.com/fifaworldcup>) and not a sub-domain (i.e. <http://fifaworldcup.pma.com>).
- 6.7 **Still Image Rights:** Each Participating Member Association hereby grants FIFA the right for a minimum of two (2) still image photographers to be present at, and to photograph, each of its Preliminary Competition Home Matches.
- 6.8 **Media Accreditation Terms & Conditions:** FIFA reserves the right to determine the terms and conditions applicable to the accreditation provided to Media Representatives at all Preliminary Competition Matches.



- 6.9 FIFA Confederation Rights: FIFA Confederations are not granted any Media Rights in relation to the Preliminary Competition and shall refrain from exercising any rights in relation to the Preliminary Competition, unless otherwise approved by FIFA.

EXPLOITATION OF MARKETING RIGHTS

- 7.1 Grant of Rights: As the owner of all Marketing Rights in relation to the Preliminary Competition, subject to the applicable laws and subject to Sections 7.2 to 7.7 below, FIFA hereby grants the following exclusive Marketing Rights to each Participating Member Association in relation to its Preliminary Competition Home Matches:
- (i) the right to permit PMA Affiliates to receive advertising, signage opportunities and interactive commercial display opportunities in the facilities within which its Preliminary Competition Home Matches are staged;
 - (ii) the right to conduct merchandise and food and beverage concessions operations in the facilities within which its Preliminary Competition Home Matches are staged;
 - (iii) the right to exploit licensing/merchandising rights where such rights include (by way of example only) references to the PMA Teams participating in the relevant Preliminary Competition Match and the location and date of the relevant Preliminary Competition Match, provided that any references to the Competition or Preliminary Competition on or in respect of any products refers only to a combination of (a) the full official name of the Preliminary Competition ("2010 FIFA World Cup Qualifying Competition" or "2010 FIFA World Cup Qualifiers", and translations thereof), (b) the location and date of the Preliminary Competition Match, and (c) the names of the PMA Teams participating, and further provided that no products bearing the name of the Preliminary Competition bear any third party commercial identifiers or logos.
 - (iv) the right to conduct hospitality, travel and accommodation operations;
 - (v) the right to conduct Preliminary Competition Home Match ticketing operations, provided that all tickets bear the full official name of the Preliminary Competition and do not bear any PMA Affiliates or third party commercial identifiers or logos associating with the Competition or with FIFA;
 - (vi) the right to itself sell and/or distribute, and/or to permit PMA Affiliates to sell and/or distribute print publications (including match programmes) and premiums/giveaways;
 - (vii) the right to exploit music rights and other entertainment rights; and
 - (viii) all other marketing rights not expressly referred to above.



7.2 FIFA Reserved Rights: FIFA reserves the exclusive (i.e. except as explicitly otherwise stated) right to exploit, directly or indirectly, the following Marketing Rights in relation to the Preliminary Competition:

- (i) the right to advertise and promote the Preliminary Competition as a collective whole, and to appoint any sponsors in respect of the Preliminary Competition as a collective whole, such sponsors being entitled to associate themselves with the Preliminary Competition as a whole by, for example, conducting general ticket promotions for Preliminary Competition Matches which do not refer, in their marketing materials, to the identity of the competing PMA Teams (save where such sponsor is also a sponsor of the Participating Member Association for whom the relevant Preliminary Competition Match is a Preliminary Competition Home Match);
- (ii) the right to exercise (and the right to sub-license the right to exercise) any merchandising/licensing rights in relation to the Preliminary Competition as a collective whole;
- (iii) the right to use, and to sub-license, free of charge, the right to use, PMA Marks in relation to the exercise of the rights outlined in 7.2 (i), (ii), (iv) and (v), provided that (a) PMA Marks are only used to illustrate a Participating Member Association's participation in the Preliminary Competition, (b) no single PMA Mark receives prominence over any other PMA Mark, (c) that a minimum of five (5) PMA Marks appear on any single item of merchandise or promotional material, and (d) that no use of PMA Marks by FIFA or a Commercial Affiliates gives the impression that a Participating Member Association is officially associated with a Commercial Affiliate;
- (iv) the non-exclusive right to receive from the Participating Member Association hosting a Preliminary Competition Home Match, free of charge, six (6) VIP tickets and fourteen (14) top-category tickets to each Preliminary Competition Match, such tickets to be provided no later than two (2) weeks prior to each Preliminary Competition Match;
- (v) the non-exclusive right to purchase from the Participating Member Association hosting a Preliminary Competition Home Match, at the general market price for the respective Preliminary Competition Match, additional one hundred (100) top-category tickets to each Preliminary Competition Match, such tickets to be requested by FIFA no later than two (2) months prior to each Preliminary Competition Match and to be provided no later than two (2) weeks prior to each Preliminary Competition Match. In relation to its Preliminary Competition Home Matches, each Participating Member Association shall use its best efforts to accomplish any later request by FIFA to purchase tickets;
- (vi) the exclusive right, free of charge, to place at each Preliminary Competition Match (at hosting Participating Member Association's cost), subject to availability either



- aa) the foremost pitch-side centre advertising board, aligned with the centre circle and to be positioned either, in case of a single television production, opposite the main television camera configuration (within the full, unobstructed view of the television cameras) or, in case of a so called double production, on both main touchlines of the pitch, or
- bb) if the rights as set out in Sub-section aa) are not available, at least one advertising board on pitch level, to be positioned either, in case of a single television production, opposite the main television camera configuration (within the full, unobstructed view of the television cameras) or, in case of a so called double production, on both main touchlines of the pitch, or
- cc) if the rights as set out in Sub-sections aa) and bb) are not available, at least one advertising board, on any other advertising space available inside the stadium above pitch level.

Should the Participating Member Association chose to install a panel rotation system, LED system or comparable, non-static advertising board system during a Preliminary Competition Home Match, FIFA shall reserve the right to use alongside the entire advertising board system installed in the stadium the same proportion of advertising space/exposure (e.g. advertising Real Time) as described under Sub-sections aa) and bb) above, which is available to the Participating Member Association.

All such advertising space/exposure reserved by FIFA shall be used by FIFA for the sole purpose to identify (at FIFA's discretion) the Preliminary Competition, the relevant Preliminary Competition section and/or the venue of the relevant Preliminary Competition Match, or any other non-commercial message;

- (vii) subject to availability, the exclusive right to brand (at FIFA's expense) the assistant referees' time/substitution panels, provided that such branding (which shall be applied by the Participating Member Associations, if required, and in a manner determined by FIFA) is limited to the promotion of the URL of the official website of the Competition (FIFA.com);
- (viii) subject to availability, the exclusive right to brand (at FIFA's expense) the participating team benches, provided that such branding (which shall be applied by the Participating Member Associations, if required, and in a manner determined by FIFA) is limited to the promotion of the URL of the official website of the Competition (FIFA.com);
- (ix) the exclusive right to require each Participating Member Association to affix, on the sleeves of the players' playing shirts and/or other elements of the player clothing or equipment, a Competition-related identifier;
- (x) the right to require each Participating Member Association to correctly identify the Preliminary Competition in official publications, promotional materials and on tickets, using the term "2010 FIFA World Cup Qualifying Competition" (and accurate translations thereof).



- 7.3 Preliminary Competition Flag: All Participating Member Associations shall, at their own costs, appoint at each Preliminary Competition Match child escorts to accompany the Preliminary Competition Flag on and off the pitch for display in front of the lined up PMA Teams during the national anthems will be played. The Participating Member Associations are not permitted to use, by whatsoever means, such child escorts of the Preliminary Competition Flag for promotional purposes.
- 7.4 Restricted Rights: Any grant of any Marketing Rights by a Participating Member Association must be conditional upon the grantee or any third party not exploiting any such Marketing Rights on a collective basis with rights in relation to any other Preliminary Competition Match where such exploitation refers to the Preliminary Competition as a whole or to that part of the Preliminary Competition organized by a FIFA Confederation. By way of example, Participating Member Associations may not sell and/or license their advertising or pitch-side advertising board inventory to any PMA Affiliate or third party where such PMA Affiliate or third party wishes to establish a collective marketing programme which associates commercial entities with any collective element of the Preliminary Competition and where, for example, such commercial entities receive pitch-side advertising boards at a range of Preliminary Competition Matches as part of a broad sponsorship package.
- 7.5 Commercial-free Pitches: Participating Member Associations are not permitted to allow any commercial identifiers, product identifiers, logos or commercial mascots to appear on the field of play during the period commencing five (5) minutes prior to each Preliminary Competition Match, the latest the moment when the PMA Teams enter the pitch and the FIFA anthem and the national anthems are played, and concluding five (5) minutes after each Preliminary Competition Match.
- 7.6 Ticket Terms & Conditions: FIFA reserves the right to require certain terms and conditions to be included in the terms and conditions which apply to Preliminary Competition Match tickets.
- 7.7 FIFA Confederation Rights: FIFA Confederations are not granted any Marketing Rights in relation to the Preliminary Competition and shall refrain from exercising any rights in relation to the Preliminary Competition, unless otherwise approved by FIFA. In particular (but without limitation), each FIFA Confederation is prohibited from imposing on any Participating Member Association the requirement to use match balls manufactured by any entity nominated by the FIFA Confederations, from operating a collective marketing programme under which, for example, commercial entities may associate themselves with a regional section of the Preliminary Competition, from conducting a collective licensing programme, and from creating any name, logo, trade mark, indicia, brand name, symbol, service mark or other mark or designation which may be inferred by the public as identifying with FIFA or the Preliminary Competition.



PART C:

MISCELLANEOUS

- 8.1 **No Liability:** FIFA shall not be liable to a Participating Member Association for any losses, fees, damages, or any costs whatsoever, which may arise as a result of, or in connection with, the organisation of the Preliminary Competition Matches, the requirements contained in these Media and Marketing Guidelines and/or in the Competition Regulations or the Equipment Regulations Guidelines.
- 8.2 **Inconsistency:** To the extent that the Competition Regulations and the Equipment Regulations are inconsistent with any aspect of these Media and Marketing Guidelines, these Media and Marketing Guidelines shall take precedence over the terms of the Competition Regulations and Equipment Regulations. The relevant terms of the Competition Regulations and Equipment Regulations shall be deemed amended accordingly.
- 8.3 **Amendments:** Upon notification to the Member Associations and FIFA Confederations, FIFA at any time, and at its own discretion, remains entitled to amend these Media and Marketing Regulation.
- 8.4 **Acceptance:** By participating in the Competition, each Participating Member Association irrevocably accepts, and agrees to be unconditionally bound by, the terms and conditions of these Media and Marketing Guidelines. By counter-signing and returning to FIFA a copy of these Media and Marketing Guidelines, each FIFA Confederation and Member Association also accepts, and agrees to be bound unconditionally by, the terms of these Media and Marketing Guidelines.



PART D

DEFINITIONS

“Ambush Marketing” means any attempt by any entity to gain an unauthorised commercial association with the Competition itself, or to exploit the goodwill and publicity generated by the FIFA World Cup (including any phase of the Competition) or FIFA in a manner not authorised by FIFA.

“Collective Highlights Programming” means the broadcast and/or transmission and/or programming, via any media, of moving image footage of more than one Preliminary Competition Match in full or in part on a delayed basis, comprising among others Preliminary Competition Match Footage.

“Commercial Affiliates” means any entity to which FIFA or any nominee of FIFA grants any sponsorship rights in relation to, among others, the Competition, namely FIFA Partners, FIFA World Cup Sponsors, National Supporters and branded licensees. The term “Commercial Affiliates” excludes media rights licensees.

“Competition” means the entire competition of the 2010 FIFA World Cup South Africa™, including each of the two separate phases of the competition, being the Preliminary Competition and the Final Competition.

“Competition Marks” means the following marks (in any language):

- the word mark “FIFA World Cup™” (including the equivalent in all languages and including the “™” in the English and German versions) and any permutation thereof, whether or not registered or capable of registration
- the word mark “World Cup” (including the equivalent in all languages);
- the word mark “2010 FIFA World Cup™ Qualifiers” and “2010 FIFA World Cup™ Qualifying Competition” (including the equivalents in all languages and including the “™” in the FIFA official language versions);
- the Official Emblem of the 2010 FIFA World Cup South Africa™;
- the Official Mascot of the 2010 FIFA World Cup South Africa™;
- The FIFA World Cup Trophy and
- the Competition Names (as defined below).

“Competition Match” means any football match held in connection with the Competition, including the Preliminary Competition Matches and the Final Competition Matches.

“Competition Names” means the following official names of the Competition:

- the word mark “2010 FIFA World Cup™” (including the equivalent in all languages and including the “™” in the English and German versions); and
- the word mark “2010 FIFA World Cup South Africa™” (including the equivalent in all languages and including the “™” in the FIFA official language versions).
- the word mark “2010 FIFA World Cup™ Qualifiers” and “2010 FIFA World Cup™ Qualifying Competition” (including the equivalents in all languages and including the “™” in the FIFA official language versions)



"Competition Regulations" means the binding regulations issued by FIFA for the 2010 FIFA World Cup South Africa™ regulating the rights, duties and responsibilities of all Participating Member Associations.

"Confederation Marks" means any symbol, emblem, logo, mark or designation which is owned by the FIFA Confederations including any foreign translation and any permutation thereof, whether or not registered or capable of registration.

"Equipment Regulations" means the FIFA Equipment Regulations in its respectively applicable form, as amended by FIFA from time to time.

"FIFA Archive" means FIFA's archive of moving and still image footage from past FIFA competitions (i.e. including preliminary competitions) and further events which have been organized by or under the auspices of FIFA. The FIFA Archives is operated by FIFA Films.

"FIFA Confederation" means any continental confederation affiliated to FIFA, being the AFC, CAF, CONCACAF, CONMEBOL, UEFA and the OFC.

"FIFA Confederation Affiliate" means any commercial affiliate of any FIFA Confederation, including any affiliated company, licensee, agent, sponsor, marketing partner, media partner or other commercial partner, whether appointed directly or indirectly by the relevant FIFA Confederation.

"FIFA Partner" means any entity to which FIFA grants the most comprehensive package of global advertising, promotional and marketing rights in relation to FIFA, FIFA's activities and the football competitions organized by, or under the auspices of FIFA, including the Competition. FIFA Partners are entitled to the highest available level of commercial association with FIFA and the football competitions organized by, or under the auspices of FIFA.

"FIFA World Cup Sponsors" means any entity to which FIFA grants the second most comprehensive package of global advertising, promotional and marketing rights in relation to the FIFA World Cups and the FIFA Confederations Cups.

"FIFA World Cup Trophy" means the original of the trophy presented by FIFA to the winner of the 2010 FIFA World Cup South Africa™.

"Final Competition" means the final competition of the 2010 FIFA World Cup South Africa™, which is scheduled to be played in the Republic of South Africa and which will feature the 32 qualified PMA Teams.

"Final Competition Matches" means all 64 football matches held in the Final Competition.

"Fixed Media Rights" means all rights to exhibit, exploit and/or distribute any audio-only material, still or moving visual-only or audiovisual material, data and/or textual material (including the basic feed (i.e. continuous international broadcasting video signal), multi feeds, additional feeds, unilateral coverage, archive materials, audio feed and commentary) of, and/or relating to, the Competition and/or the ceremonies (or any part thereof) relating to the Competition by means of any magnetic, electronic or digital storage device including, by way of example, DVD, VHS or CD-Rom.



"Historic Marks" means the trademarks, emblems, mascots and official posters referring or relating to previous editions of the FIFA World Cup™ held before the XIXth edition of the FIFA World Cup™.

"In-Flight Rights" means: (i) all rights to transmit and/or exhibit, by means of any transmission media / platform whatsoever, any audio-only, still or moving visual-only or audiovisual material, data and/or textual material of, and/or relating to, any of the Competition and/or the ceremonies relating to the Competition, whether on a live basis or otherwise, for reception and/or exhibition by means of any in-flight entertainment system aboard any aircraft anywhere in the world; and (ii) all rights to exploit any and all commercial opportunities (including, for example, broadcast sponsorship and commercial airtime opportunities) arising from, and/or in connection with, each such transmission and exhibition.

"LOC" means the 2010 FIFA World Cup Organising Committee South Africa.

"Marketing Rights" shall mean, in any and all media, any and all advertising rights, promotional rights, rights of endorsement, rights of association, premium and giveaway rights, marketing rights, merchandising and licensing rights, concessions rights, sponsorship rights, hospitality rights, travel and tourism rights, ticketing rights, accommodation rights, publishing rights, betting/gaming rights, retail rights, music rights and any other rights and/or associated commercial opportunities relating to the Competition to the extent such rights are not Media Rights.

"Media Rights" shall mean the right to report upon, record, transmit or otherwise exploit on a worldwide basis any still or moving visual-only images, any audio-only material, any audio-visual material, any text and any data by any means whatsoever, whether now known or hereafter devised, developed or invented), any aspect or element of the Competition taking place within any Site on a live and/or delayed basis in any media and by any means of delivery whether now known (including successor technologies) or hereafter invented. For the avoidance of doubt, the right to broadcast and/or transmit the basic audiovisual feed (or any supplemental feed) and the right to transmit radio commentary of any Competition Match constitute Media Rights. The Media Rights include the right to record, create and exploit the official film of the Competition and/or similar audiovisual products and programming, and shall include the Fixed Media Rights, Public Exhibition Rights and the In-Flight Rights

"Member Association" means any national football association affiliated to FIFA irrespective whether or not its representative team participates in the Competition.

"National Supporter" means any entity which is granted a package of advertising, promotional and marketing rights in relation to any single football competition organized by, or under the auspices of FIFA, such rights to be exercisable only in the host territory of the relevant competition.

"Participating Member Association" means any Member Association whose representative team participates in the Preliminary Competition.

"PMA Affiliate" means any commercial affiliate of any Participating Member Association, including any affiliated company, licensee, agent, sponsor, marketing partner, media partner or other commercial partner, whether appointed directly or indirectly by the relevant Participating Member Association or its nominee.



"PMA Marks" means any symbol, emblem, logo, mark or designation which is owned by the Participating Member Associations including any foreign translation and any permutation thereof, whether or not registered or capable of registration.

"PMA Teams" means any team which represents a Participating Member Association and which has qualified to participate in the Preliminary Competition.

"Preliminary Competition" means the continental qualification phase and the inter-continental qualification phase (e.g. play-off matches between PMA Teams of different FIFA Confederations) of the 2010 FIFA World Cup South Africa™, featuring the representative teams of all Member Associations which have applied to enter the Competition. Following the conclusion of the Preliminary Competition, representative teams are either eliminated from the Competition, or automatically qualified for the Final Competition.

"Preliminary Competition Away Match" means those Preliminary Competition Matches not hosted by the respective Participating Member Association in question.

"Preliminary Competition Flag" means a flag displaying the Competition Marks or a combination of the word mark "2010 FIFA World Cup™ Qualifiers" and "2010 FIFA World Cup™ Qualifying Competition" and the Official Emblem of the 2010 FIFA World Cup South Africa™.

"Preliminary Competition Home Match" means those Preliminary Competition Matches hosted by the respective Participating Member Association in question and staged either in the country of that Participating Member Association, or in any other country determined by the respective Participating Member Association and approved by FIFA or the competent FIFA Confederation, or staged on a neutral venue upon decision by FIFA or the competent FIFA Confederation.

"Preliminary Competition Match" means any Preliminary Competition Home or Preliminary Competition Away Match.

"Preliminary Competition Match Footage" means that moving and still image footage of any Preliminary Competition Match recorded by the host broadcaster appointed by the Participating Member Association or any third party authorised by the Participating Member Association, such Preliminary Competition Match Footage to be provided to FIFA in accordance with Section 6.4 of these Media and Marketing Guidelines.

"Public Exhibition Rights" means (i) all rights to transmit, by means of any media whatsoever, any audio-only, still or moving visual-only or audiovisual material, data and/or textual material of, and/or relating to, any of the Competition and/or the ceremonies relating to the Competition (or any part thereof) for exhibition to, and intelligible reception by, an audience located anywhere in cinemas, bars, restaurants, stadia, offices, construction sites, oil rigs, water borne vessels, buses, trains, armed services establishments, educational establishments, hospitals and any other place other than a private dwelling; and (ii) all rights to organise and stage any event whereat an audience may view / listen to such transmission(s) (whether or not such exhibition is open to the general public of otherwise); and (iii) all rights to exploit any and all commercial opportunities (including, without limitation and for example, entrance fees, sponsorship, merchandising, broadcast sponsorship and supplier opportunities) arising from, and/or in connection with, such events, transmission and/or exhibition. For the avoidance of any doubt, Public Exhibition Rights exclude In-Flight Rights.



“Team Delegation” means collectively all Team Delegation Members of a Participating Member Association.

“Team Delegation Member” means all players, coaches, managers, officials, media officers, representatives and guests of a Participating Member Association.