

# FIFA Women's World Cup Canada 2015™

## FIFA REGULATIONS FOR PUBLIC VIEWING EVENTS

### 1. Introduction

All Exhibitors of Public Viewing Events (as defined below) in relation to any matches of the FIFA Women's World Cup Canada 2015™ (the "**Competition**") need to comply with the FIFA Regulations for Public Viewing Events (the "**Regulations**") set out herein and must indicate their agreement to the Regulations by checking the box on the application page for Public Viewing Event licences. A formal licence is only required for the following categories of Public Viewing Events:

- Commercial Public Viewing Events (as defined below)
- Special Non-Commercial Public Viewing Events (as defined below)

Public Viewing Event licences, when required, need to be obtained from the Fédération Internationale de Football Association (FIFA), FIFA-Strasse 20, P.O. Box, 8044 Zurich, Switzerland ("**FIFA**"). The application form is available on <http://www.fifa.com/aboutfifa/organisation/tv/publicviewing.html>. Exhibitors of Commercial Public Viewing Events have to pay a fee that will be donated by FIFA to an official FIFA charity in the case that FIFA is issuing the license. An overview of the applicable fees can be found under <http://www.fifa.com/aboutfifa/organisation/tv/publicviewing.html>. Despite the requirement for a licence, no fee will be charged for Special Non-Commercial Public Viewing Events. **Please note that Non-Commercial Public Viewing Events, despite not requiring a formal licence, are conditional upon the Exhibitor's full compliance with these FIFA Regulations for Public Viewing Events.**

### 2. Public Viewing Events

For the purpose of these Regulations, 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. By way of example, exhibitions in bars, restaurants, stadiums, open spaces, offices, construction sites, oil rigs, waterborne vessels, buses, trains, armed services establishments, educational establishments and hospitals are considered as Public Viewing Events. 3D exhibitions and public viewing exhibitions in theatres and cinemas are excluded from these Regulations. Queries for such licences should be addressed to [publicviewing@fifa.org](mailto:publicviewing@fifa.org).

A Public Viewing Event is considered a "**Commercial Public Viewing Event**" if the Exhibitor stages it for commercial purposes. An Exhibitor is considered to stage a Public Viewing Event for commercial purposes if, for example,

- a direct or indirect admission fee is charged for the exhibition of the broadcast coverage; and/or
- sponsorship or other commercial rights of association are exploited relating to the event; and/or
- in any other way commercial benefit is gained from staging the event.

For the avoidance of doubt, Public Viewing Events in "commercial establishments", such as pubs, clubs and bars, are considered **Non-Commercial Public Viewing Events** unless further commercial activities, such as direct or indirect admission fees or sponsorship activities, take place in relation to their public viewing activities. As such, and provided that such events do not fall under the definition of a **Special Non-Commercial Public Viewing Event** below, no licence is required, although these FIFA Regulations still apply.

A Public Viewing Event is considered a "**Non-Commercial Public Viewing Event**" if the Exhibitor does not in any way gain commercial benefit from staging the event.

A Public Viewing Event is considered a "**Special Non-Commercial Public Viewing Event**" if the Non-Commercial Public Viewing Event has a capacity of more than 5,000 spectators.

### 3. Access to broadcast coverage

Exhibitors shall use the signal of the official broadcaster of the Competition in the respective territory for their Public Viewing Events. Exhibitors are solely responsible, at their own cost and expense, for obtaining access to this signal. A list of all official broadcasters around the world is available under <http://www.fifa.com/aboutfifa/organisation/tv/salesdistribution.html>. Please note that in certain territories the Public

Viewing Event licences need to be obtained directly from the official broadcaster. Further information in this regard is provided in the aforementioned list of official broadcasters.

#### **4. Exercise of Public Viewing Event rights**

No delays or replays: Broadcast coverage of the Competition shall be exhibited on a live basis only. Delayed and repeat exhibitions of the broadcast coverage are strictly prohibited.

No alterations or modifications: Broadcast coverage of the Competition shall 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.

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.

Match coverage: An Exhibitors shall (a) 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, and (b) show the coverage of both the opening and the closing ceremony which begin approximately twenty (20) minutes prior to kick-off.

No political Public Viewing Events: Any association of the broadcast coverage of the Competition, the Competition or any element thereof to any elective candidate and/or political party is strictly forbidden.

#### **5. Ownership of rights**

All copyright and other intellectual property rights subsisting in, and all goodwill associated with, broadcast coverage of the Competition are exclusively owned by FIFA and protected by law.

#### **6. No use of Competition Marks**

All copyright and intellectual property rights subsisting in, and all goodwill associated with, the Competition Marks are exclusively owned by FIFA and protected by law. Except for use of the event titles FIFA Women’s World Cup Canada 2015™, FIFA Women’s World Cup 2015™, FIFA Women’s 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 not use, nor authorise the use of, any Competition Marks (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.

#### **7. Licences / Permissions / Consents**

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

- the official broadcaster of the Competition, to stage a Public Viewing Event (a list of all official broadcasters around the world is available under <http://www.fifa.com/aboutfifa/organisation/tv/salesdistribution.html> );In the case of applications in territories where no Media Rights Licensee is confirmed, please contact [publicviewing@fifa.org](mailto:publicviewing@fifa.org) with your request.
- the relevant collecting societies;
- local governmental or regulatory authorities (including in relation to security matters); and any other third parties whose consent, permission or licence may be required for staging a Public Viewing Event.

In addition, an Exhibitor shall maintain adequate general liability insurance in order to cover the proper performance and any damages in relation to the Public Viewing Event. For the avoidance of any doubt, FIFA may not be held responsible for any damages whatsoever related to a Public Viewing Event.

#### **8. No rights of association**

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).

#### **9. Sponsorship rights (Commercial Public Viewing Events only)**

Exhibitors may grant sponsorship rights to a Commercial Public Viewing Event to the following entities:

- FIFA Marketing Affiliates. The current list of FIFA Marketing Affiliates is available under <http://www.fifa.com/womensworldcup/organisation/index.html> (which may be updated from time to time).
- Local third parties which are not competing with FIFA Marketing's programme.

Such local sponsorship rights may only create an association with the Commercial Public Viewing Event itself. For the avoidance of doubt, the aforementioned local sponsorship rights may not, either directly or indirectly, create any form of association with either FIFA and/or the Competition (or any part thereof).

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 via the application online platform 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. The local sponsorship rights may not in any way give rise to the belief that a local sponsor is in any way officially associated with FIFA and/or the Competition.

For the avoidance of any doubt, no sponsorship rights whatsoever shall be granted to any Non-Commercial Public Viewing Event or to any Special Non-Commercial Public Viewing Event.

## **10. Sale of goods and services (Concessions)**

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. 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 may give rise to the belief that such third party is in any way officially associated with FIFA, the Competition or a Public Viewing Event (including, for example, as a sponsor, supplier or similar). When applying for a Commercial Public Viewing Event or Special Non-Commercial Public Viewing Event licence, Exhibitors shall provide in writing to FIFA the application form found at the following address, <http://www.fifa.com/aboutfifa/organisation/tv/publicviewing.html> full details of the concession activities which are proposed to be conducted at a Commercial Public Viewing Events or Special Non-Commercial Public Viewing Event.

## **11. 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 a Commercial Public Viewing Event Licence, an Exhibitor must indicate whether an admission is intended to be charged.

## **12. Miscellaneous**

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 Commercial and/or Special Non-Commercial Public Viewing Event, and may subject an Exhibitor to prosecution under applicable laws. Exhibitors of Non-Commercial Public Viewing Events, despite not having a formal licence, shall also be subject to prosecution under applicable laws in the event the FIFA Regulations for Public Viewing Events are not strictly observed.

Reporting: An Exhibitor shall provide FIFA with written details of the date, place and time of a Commercial Public Viewing Event or a Special Non-Commercial Public Viewing Event, spectator capacity, manner of commercialisation and entrance fee.

Governing law and jurisdiction: This Agreement shall be governed by, and construed in accordance with, the laws of Switzerland. All disputes arising out of, or in connection with, this Agreement shall be subject to the exclusive jurisdiction of the courts of Zurich, to which the parties hereby submit.

### 13. Definitions

All capitalised expressions used herein shall have their respective meanings as set out below unless the context otherwise expressly requires, and any phrase introduced by the terms “including”, “include”, “in particular”, “for example”, “such as” or any similar expression shall be illustrative and shall not limit the sense of the words preceding or superseding those terms.

**Commercial Public Viewing Event** shall have the meaning ascribed to it in clause 2 of these Regulations.

**Competition** means the FIFA Women’s World Cup Canada 2015™ scheduled to take place from 6 June until 5 July 2015 inclusive.

**Competition Marks** mean the official Competition emblem, title and logos (including the mascot and the trophy).

**Exhibitor** means a person or entity that organises and/or stages a Public Viewing Event.

**FIFA Marketing Affiliate** means any entity to which any sponsorship or other commercial rights have been, or may be, lawfully assigned, licensed, sublicensed or subcontracted by, or on behalf of, FIFA in relation to the Competition (or any part thereof), including “FIFA Partners” and “National Supporters”. Details of the FIFA Marketing Affiliates of a Competition are available on the website [www.fifa.com](http://www.fifa.com). Please note that by the time these Regulations are issued, FIFA is yet to appoint all of its sponsors for the Competition. Therefore, the list might not be exhaustive.

**Non-Commercial Public Viewing Event** shall have the meaning ascribed to it in clause 2 of these Regulations.

**Public Viewing Event** shall have the meaning ascribed to it in clause 2 of these Regulations.

**Regulations** mean these FIFA Regulations for Public Viewing Events in relation to any matches of the Competition.

**Special Non-Commercial Public Viewing Event** shall have the meaning ascribed to it in clause 2 of these Regulations.