

SPECIAL CONDITIONS:	<p>1. Conditional Licence This Public Exhibition Licence shall be conditional upon the LICENSEE obtaining, at its own cost and expense, any licences, permissions and/or consents required in accordance with clause 3 of Appendix A, as appropriate, of the FIFA Regulations for Public Exhibitions.</p> <p>2. Reporting The LICENSEE shall (i) maintain records detailing the exploitation of its rights hereunder, including the date, place and time of all exhibitions of the EVENT(S), the manner of commercialisation of each exhibition if appropriate, details of the number of attendees at each exhibition and, if appropriate, the amount of any FEE charged to attendees; and (ii) provide the LICENSOR upon request with copies of all such records together with any other information as the LICENSOR may reasonably request.</p> <p>3. Details The LICENSOR shall not be permitted to change the time, date or place of its presentation of the EVENT(S) without the prior written consent of the LICENSOR.</p> <p>4. FIFA Regulations for Public Exhibitions The LICENSEE shall comply with the FIFA Regulations for Public Exhibitions of matches as set out in Appendix A.</p>
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) originals by their duly authorised representatives on the date first above written.

LICENSOR

LICENSEE

Authorised Signatory

Authorised Signatory

Name:

Name:

Title / Function

Title / Function:

Authorised Signatory

Authorised Signatory

Name:

Name:

Title / Function

Title / Function:

TERMS

1 GRANT OF RIGHTS

- 1.1 Subject to the terms of this Agreement, the LICENSOR hereby grants the LICENSEE a non-exclusive licence during the EXPLOITATION PERIOD to exploit the EVENT on the EXPLOITATION BASIS at the LOCATION(S).
- 1.2 All rights not expressly granted to the LICENSEE hereunder are reserved in their entirety, including any and all television or radio exploitation.

2 LOCATION(S)

- 2.1 The exploitation rights specified in Clause 1.1 shall be exploited at and within the LOCATION(s) only.

3 OBLIGATIONS OF THE LICENSEE

The LICENSEE shall:

- 3.1 not edit, alter, delete or change the signal in any way whatsoever, nor add voice overlays or superimpose any graphics or factual information, nor exploit or permit the inclusion of any "crawler" messages, on screen identifications or any other means of association whatsoever so as to constitute an express, implied, direct or indirect endorsement or advertisement of any product, service or entity other than as expressly provided for in this Agreement;
- 3.2 not allow the exploitation of the rights hereunder to expressly, implicitly, directly or indirectly imply that any product, service or entity (other than in connection with the FIFA Marketing Affiliates of the EVENT(S)) is endorsed by, or associated with FIFA or any persons taking part in the EVENT(S);
- 3.3 not avail nor allow any third party to avail itself of any official status, identification or designation in relation to the EVENT;
- 3.4 ensure that the exploitation by the LICENSEE of the rights granted to the LICENSEE hereunder shall comply fully with all applicable laws and regulations; and
- 3.5 unless otherwise expressly permitted as part of the EXPLOITATION BASIS, ensure that the public's access to the LICENSEE'S presentation of the EVENT is made free of charge both directly and indirectly.

4 DELIVERY

The FEE is exclusive of all technical costs in relation to the delivery of the signal, which shall be the LICENSEE'S sole responsibility.

5 COPYRIGHT

The LICENSEE agrees that all rights, titles and interests in the international signal of the EVENT shall remain vested in FIFA, and hereby assigns to FIFA by way of present assignment of future copyright all rights, titles and interests whatsoever, including copyright, throughout the world otherwise arising by virtue of its exercise of the rights granted under this Agreement for the full term of copyright including all renewals and extensions thereof.

6 LICENCE FEE

- 6.1 In consideration of the rights granted to the LICENSEE hereunder, the LICENSEE shall pay the FEE to the LICENSOR in accordance with the PAYMENT TERMS. The LICENSEE agrees that time is of the essence with respect to its payment obligations hereunder and that it shall not be entitled to withhold payment of any amount due to the LICENSOR by reason of any set-off, counterclaim or similar deduction.
- 6.2 All amounts payable by the LICENSEE pursuant to the terms of this Agreement, including the FEE, are expressed to be exclusive of value added tax and shall be paid promptly by the LICENSEE in full in United

States Dollars (USD) or such other currency as agreed with the LICENSOR free and clear of, and without deductions, set-offs or withholdings for, or on account of, any taxes, currency control restrictions, assessments, excises, imposts, governmental charges, duties or other withholdings of any nature and owing in any circumstances whatsoever. The LICENSEE shall be solely responsible for any such deductions or withholdings and, to the extent that the LICENSEE is required to make such deductions or withholdings, the LICENSEE shall gross up the relevant amount to ensure that the amount received by the LICENSOR is the full cash amount that should otherwise have been paid. The LICENSEE shall, upon request, provide the LICENSOR with original tax receipts confirming all and any tax paid.

- 6.3 In respect of late payment of any sum due under this Agreement, the LICENSOR shall be entitled to charge interest at the rate of four per cent (4%) above the base rate for the time being of the bank to which the sum in question is being remitted, on the amount of the delayed payment for the period of the delay, payable on demand. The payment of such interest shall be in addition to, and not in substitution for, any other remedies available to the LICENSOR in respect of non-payment.

7 TERM AND TERMINATION

- 7.1 This Agreement shall commence with effect from the date first above written and except as otherwise stated shall expire at the end of the EXPLOITATION PERIOD.

- 7.2 The LICENSOR may terminate this Agreement forthwith by written notice if:

7.2.1 the LICENSEE fails to observe or perform any of its obligations hereunder (other than in respect of payment of the FEE) and, where such breach is capable of remedy does not remedy such failure within twenty-four (24) hours of being called upon to do so by written notice; or

7.2.2 payment of the FEE (or any part thereof) or any other consideration due hereunder is late from the due date; or

7.2.3 the LICENSEE becomes bankrupt or insolvent or enters into liquidation (other than a voluntary liquidation for the purposes of reconstruction, amalgamation or similar reorganisation) or enters into any arrangement or composition with its creditors or any of them, or has a receiver or administrator appointed over all or a part of its property or assets.

- 7.3 Expiration or termination of this Agreement shall be without prejudice to the LICENSOR'S accrued rights and remedies under this Agreement, including the LICENSOR'S right to retain and/or claim the FEE payable in full.

8 MISCELLANEOUS PROVISIONS

8.1 Force majeure: In the event that the LICENSOR cannot fulfil or perform its obligations under this Agreement for any reason beyond its reasonable control including an act of God, fire, earthquake, flood, epidemic, strike, civil disturbance, war, or any governmental statute, law or judicial order, then such non-performance or failure to fulfil its obligations shall not be deemed a breach of the terms hereof.

8.2 Confidentiality: The parties acknowledge that the contents, and in particular the financial details, of this Agreement are confidential and shall not be disclosed to any person. The parties agree to take whatever measures are reasonably necessary to preserve such confidentiality unless disclosure is required by applicable law. The duties of the parties hereunder shall survive the expiration or earlier termination of this Agreement.

8.3 Assignment/Sub-licensing: The LICENSEE shall not be entitled to transfer, assign or sub-licence any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the LICENSOR.

8.4 Limitations: Except as expressly set out in this Agreement, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the obligations of the LICENSOR under this Agreement are excluded. Notwithstanding anything else contained in this Agreement, the LICENSOR shall not be liable to the LICENSEE for any indirect or consequential loss or damage in connection with this Agreement and the maximum aggregate liability of the LICENSOR for any loss or

damage in respect of this Agreement shall not exceed the FEE paid by the LICENSEE to the LICENSOR under this Agreement. The foregoing exclusions and limitations of liability shall only apply to the extent permitted by any applicable law.

- 8.5 Interpretation: Reference to “include” and “including” are to be construed without limitation. Headings are for convenience only and shall not affect the interpretation of this Agreement.
- 8.6 Waiver: Any waiver by either party of a breach of any provision of this Agreement shall be in writing and shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. Failure by either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party of subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 8.7 Remedies cumulative: All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative.
- 8.8 Independent contractors: This Agreement does not constitute either party as the agent of the other, or create a partnership, joint venture or similar relationship between the parties, and neither party shall have the power to obligate or bind the other or to create a liability against the other in any manner or for any purpose whatsoever other than as expressly provided for herein. The parties hereto shall act in all respects as independent contractors.
- 8.9 Notice: All notices, consents, approvals and statements hereunder shall be given in writing in the English language to the respective addresses of the parties set out in the Schedule, unless notification of a change of address is given in writing. Any notice shall be sent by dispatch of a telefax and confirmed the same day by registered mail and shall be deemed received upon receipt at the time recorded in a telefax confirmation sheet produced by the sender confirming successful transmission of the telefax.
- 8.10 Entire agreement: This Agreement, together with the Schedule and Appendices which together form an integral part of this Agreement, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all previous understandings, negotiations and proposals as to such subject matter. Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation, warranty or undertaking other than those expressly set out in this Agreement.
- 8.11 Amendment: This Agreement may not be altered, amended or modified except in writing signed by duly authorised representatives of the parties hereto.
- 8.12 Unenforceability: If any of the terms of this Agreement are held to be invalid, illegal or unenforceable in any respect, whether in whole or in part, such invalidity, illegality or unenforceability shall not prejudice the effectiveness of the rest of this Agreement or the remainder of any part of the term affected.
- 8.13 Further assurance: The LICENSEE shall, at its own cost, do and execute or procure to be done and executed all necessary acts, deeds, documents and things reasonably within its power to give effect to this Agreement as may be requested by the LICENSOR.
- 8.14 Anti-corruption clause: The parties acknowledge that giving and taking bribes can lead to criminal proceedings in accordance with art. 4a of the Swiss Federal Law on Unfair Competition (art. 102 of the Swiss Criminal Code). In this context, FIFA is entitled to solicit information.
- 8.15 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, Switzerland, to which the parties hereby submit.

FIFA REGULATIONS FOR PUBLIC VIEWING EXHIBITIONS

These FIFA Regulations shall form an integral part of any licence granted by FIFA for a Public Viewing Event. In respect of Commercial Public Viewing Events, the terms set out in Appendix A shall apply; in respect of Non-Commercial Public Viewing Events separate terms shall apply. Non-Commercial Public Viewing Event Regulations are available separately.

Appendix A

COMMERCIAL PUBLIC VIEWING EVENTS OF THE FIFA U-20 WORLD CUP COLOMBIA 2011

1. Introduction

Applicability: These Regulations apply to all Commercial Public Viewing Events in relation to any matches of the FIFA U-20 World Cup Colombia 2011 (the "**Competition**"). For Non-Commercial Public Events, these Regulations do not apply (as those events are governed by the Non-Commercial Public Viewing Regulations).

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 but not limited to bars, restaurants, stadiums, open spaces, offices, construction sites, oil rigs, water-borne vessels, buses, trains, armed services establishments, educational establishments and hospitals but expressly not including cinemas and theatres.

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 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
- except as set out herein, a commercial benefit is gained in any other way from staging the event.

Commercial Establishments: Public Viewing Events in "**Commercial Establishments**", such as pubs, clubs 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 their public viewing activities.

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

Exhibitors must use Caracol and RCN's broadcast coverage (signal) for their Public Viewing Events, if available.

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:

- appropriate collective licensing authorities;
- 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 a Public Viewing Event.

4. Exercise of rights

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.

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 associations

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).

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, by 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 of these Regulations.

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" 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. 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.

6. 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, always provided that such concession activities are clearly distinguished from the exercise of any local sponsorship rights and opportunities (as described in Section 5 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.

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 with FIFA, the Competition or a Public Viewing Event (including, for example, as a sponsor, supplier or similar).

7. No alterations to broadcasts

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.

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 alterations, additions or deletions.

Match coverage: FIFA encourages Exhibitors to (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.

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 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.

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 in isolation 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.

11. 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 Public Viewing Event and subject an Exhibitor to prosecution under the applicable laws.

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.

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, Switzerland, to which the parties hereby submit.