

FIFA U-20 WORLD CUP COLOMBIA 2011
FIFA REGULATIONS FOR
NON-COMMERCIAL PUBLIC VIEWING EXHIBITIONS
(TERRITORY: COLOMBIA)

1. Introduction

Applicability: These Regulations apply to all Non-Commercial Public Viewing Events in relation to any matches of the FIFA U-20 World Cup Colombia 2011 (the "**Competition**"). For Commercial Public Viewing Events, these Regulations do not apply as those events are governed by the Commercial Public Viewing Regulations. The Commercial Public Viewing Event Regulations are available separately. For the avoidance of doubt, for Non-Commercial Public Viewing Events in Colombia no formal licence is required as long as the Exhibitor complies with the provisions set out herein.

Public Viewing Event: An event is considered a "**Public Viewing Event**" if, at such event, broadcast coverage of the Competition is made available for exhibition to, and viewing by, an audience (whether members of the general public or otherwise) in any place other than a private dwelling, including at 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.

Non-Commercial Public Viewing Event: A Public Viewing Event is considered a "**Non-Commercial Public Viewing Event**" if the person or entity who organises and/or stages it (the "**Exhibitor**") stages it for non-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, broadcast coverage of the Competition are exclusively owned by FIFA and protected by law.

2. Access to broadcast coverage

Exhibitors must use Caracol/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.

For the avoidance of doubt, an Exhibitor does not need to obtain Caracol/RCN's permission for the use of the broadcast coverage (signal) 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 such 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 the Exhibitor is in any way officially associated with FIFA and/or the Competition (for example, as a sponsor, supplier or similar).

No sponsorship rights: An Exhibitor may not grant to any third party any sponsorship or other direct or indirect rights of association in connection with a Public Viewing Event (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).

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. If requested by FIFA, an Exhibitor shall provide FIFA (publicviewing@fifa.org) with full details, in writing, 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, if any, 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 Mark (or any part thereof) or any symbol, emblem, logo, mark or designation which, in FIFA's opinion, is similar to, or is a derivation or imitation of, any of the Competition Marks.

9. Admission fee

An Exhibitor may NOT charge any direct or indirect admission fee for the exhibition of the broadcast coverage of the Competition at a Non-Commercial Public Viewing Event.

10. Termination

Automatic termination: If an Exhibitor of a Non-Commercial Public Viewing Event does not fully comply with these Regulations, the licence granted by FIFA in Clause 1.1 of the Terms above shall be automatically terminated. Consequently the Exhibitor shall no longer be authorised to exhibit broadcast coverage of the Competition at any Non-Commercial Public Viewing Event.

11. Miscellaneous

Breach of these Regulations: Any breach of these Regulations subjects an Exhibitor to prosecution under 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.