

FIFA REGULATIONS **NON-COMMERCIAL PUBLIC VIEWING EVENTS**

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

1 INTRODUCTION

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

2 ACCESS TO BROADCAST COVERAGE

An Exhibitor must use the broadcast coverage of the official broadcaster, SABC, unless their Non-Commercial Public Viewing Event is taking place in a commercial establishment which has a prior regular subscription to another broadcaster which is legitimately broadcasting coverage of the Competition in South Africa, in which case the Exhibitor may choose which coverage to use. An Exhibitor is solely responsible, at their own cost and expense, for obtaining access to such broadcast coverage.

3 THIRD-PARTY LICENCES / PERMISSIONS / CONSENTS

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

- (a) appropriate collective licensing authorities;
- (b) local government or regulatory authorities (including in relation to security matters); and
- (c) any other third parties whose consent, permission or licence may be required for a Public Viewing Event.

4 EXERCISE OF RIGHTS

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

5 SPONSORSHIP AND OTHER ASSOCIATION

- 5.1 No Association by an Exhibitor: An Exhibitor shall not do, nor authorise to be done, anything which, in FIFA’s opinion, may give rise to the belief that the Exhibitor is in any way officially associated with FIFA and/or the Competition (for example, as a sponsor, supplier or similar).

- 5.2 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, 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)

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

7 NO ALTERATIONS TO BROADCASTS

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

8 NO USE OF COMPETITION MARKS

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

9 ADMISSION FEE

An Exhibitor 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 NO LICENCE / AUTHORISATION

- 10.1 Authorisation: If running a genuine Non-Commercial Public Viewing Event, then the Exhibitor need not apply to FIFA for a physical licence to exhibit broadcast coverage of the Competition at the Non-Commercial Public Viewing Event and a free licence is automatically granted to the Exhibitor by FIFA for such exhibition, which is subject to the Exhibitor's full compliance with these Regulations.
- 10.2 Automatic Termination: If an Exhibitor of a Non-Commercial Public Viewing Event does not fully comply with these Regulations, the automatic licence granted by FIFA in Section 10.1 above is 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

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