

2018 FIFA World Cup™
FIFA REGULATIONS FOR PUBLIC VIEWING EVENTS

PLEASE NOTE THE FOLLOWING

If you are looking to host any form of public viewing event (or series of public viewing events) in any of Sweden, Norway, Denmark (including Greenland) or Faroe Islands, then these Regulations will not apply unless FIFA provides you with its express written confirmation to the contrary. In such circumstances, you must first contact FIFA for more information by way of the following email address: tv@fifa.org

1. Introduction

All Exhibitors of Public Viewing Events (as defined below) in relation to any matches of the 2018 FIFA World Cup™ (the "**Competition**") need to comply with these FIFA Regulations for Public Viewing Events (the "**Regulations**").

In addition, a formal licence is required to the extent that the Public Viewing Event is categorised (as per the definitions provided below) as either:

- a Commercial Public Viewing Event; or
- a Special Non-Commercial Public Viewing Event.

Public Viewing Event licences, when required, need to be obtained from Fédération Internationale de Football Association (FIFA), FIFA-Strasse 20, P.O. Box, 8044 Zurich, Switzerland ("**FIFA**"). Exhibitors of Commercial Public Viewing Events will have to pay a fee for the appropriate licence where, unless otherwise agreed with the party issuing the Commercial Public Viewing Event Licence, such fee shall be determined in accordance with the fee structure outlined in clause 13 hereof. FIFA intends to donate its share of all received licence fees that it collects from Commercial Public Viewing Event Licences to one of FIFA's official charity projects. 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. Public viewing exhibitions in theatres and cinemas are excluded from these Regulations and subject to differing guidelines and regulations. Should you wish to conduct a public viewing exhibition in a theatre or cinema, please contact tv@fifa.org for more information.

Public Viewing Events shall comprise: (a) **Commercial Public Viewing Events**; (b) **Non-Commercial Public Viewing Events**; and (c) **Special Non-Commercial Public Viewing Events**.

- (a) 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 entry to the Public Viewing Event;
 - sponsorship or other commercial rights of association are exploited in relation to the Public Viewing Event; and/or
 - in any other way commercial benefit is gained from staging the Public Viewing Event.
- (b) 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 Public Viewing Event. Without prejudice to the foregoing, Public Viewing Events in "commercial establishments", such as pubs, clubs and bars, are still considered Non-Commercial Public Viewing Events unless additional commercial activities (such as direct or indirect admission fees or sponsorship activities) take place in relation to the Public Viewing Event separate to those commercial activities that such an establishment is reasonably expected to operate in its ordinary course of business. As such, and provided that such events do not fall under the definition of a Special Non-Commercial Public Viewing Event, no licence is required, although these Regulations will still apply.
- (c) 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 be required to use the signal of the FIFA nominated broadcaster of the Competition in the respective territory for their Public Viewing Event. FIFA's decision as to which nominated broadcaster's signal an Exhibitor is required to use shall be final and binding. Exhibitors are solely responsible, at their own cost and expense, for obtaining access to this signal.

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: All Exhibitors shall be required:

- (a) in the case of the opening and closing match, to commence coverage approximately twenty (20) minutes prior to kick-off to ensure coverage of the opening or closing ceremony (as applicable) until at least ten (10) minutes after the completion of the match; and for all other matches
- (b) commence coverage at least ten (10) minutes prior to kick-off until at least ten (10) minutes after the completion of the match.

No political Public Viewing Events: Any association of the broadcast coverage of 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, the 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. 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 will be made available on FIFA.com);
- 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)

Subject to the below, Exhibitors may grant sponsorship rights to a Commercial Public Viewing Event but only to the following entities:

- FIFA Commercial Affiliates; and
- locally based and operating third parties which are not competing with FIFA's 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).

Prior to the grant of any local sponsorship rights, an Exhibitor shall be required to obtain FIFA's prior written approval. Any and all such Exhibitor requests for FIFA's approval shall include all relevant information on the proposed third party sponsor and the proposed sponsorship rights to be granted. 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 (or any part thereof). Any FIFA decision in this regard shall be made at FIFA's sole discretion and shall not be capable of appeal.

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, at FIFA's request, provide to FIFA full written details of the concession activities which are proposed to be conducted at a Commercial Public Viewing Events or Special Non-Commercial Public Viewing Event. Any FIFA approval in this regard shall be given at FIFA's sole discretion.

11. Admission fee

An Exhibitor must obtain FIFA's prior 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.

Prevailing language: These Regulations have been drafted in English and subsequently translated into a variety of foreign languages. In the event of any discrepancy between the English language version any other foreign language version(s), the English language version shall prevail.

Anti-corruption 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 and art. 322^{octies} and art. 322^{novies} of the Swiss Criminal Code.

Governing law and jurisdiction: These Regulations are to be governed by, and interpreted in accordance with, the laws of Switzerland, to the exclusion of any choice of law principles and to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods.

Disputes: All disputes in connection with these Regulations, including disputes as to their conclusion, binding effect, amendment and termination, are to be promptly settled between the parties by negotiation. If no solution can be reached, such disputes shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of one (1) arbitrator under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. The seat of the arbitration shall be Zurich, Switzerland and the language of the proceedings shall be English. For the avoidance of any doubt, any determination made by the arbitral tribunal shall be final and binding on the parties

13. Fee structure,

A Commercial Public Viewing Event Licence is valid for all matches of the Competition.

Unless otherwise regulated with the party issuing the Commercial Public Viewing Event Licence, the fee applicable to a Commercial Public Viewing Event Licence is calculated in accordance with the spectator capacity of the location where the Commercial Public Viewing Event is staged. Such fees are net of all taxes and withholdings and are as follows:

- Spectator capacity: up to 1,000 = USD 1,000
- Spectator capacity: 1,001 - 2,000 = USD 2,000
- Spectator capacity: 2,001 – 5,000 = USD 4,000
- Spectator capacity: 5,001 - 10,000 = USD 8,000
- Spectator capacity: 10,001 or more = USD 14,000

It is possible to request a single Commercial Public Viewing Event Licence that is valid for multiple locations. Where such occurs, the overall licence fee shall be calculated by aggregating the applicable cost per each separate location.

Unless otherwise regulated with the party issuing the Commercial Public Viewing Event Licence, the applicable fee(s) shall be due and payable immediately upon receipt of a request for payment which details the account to which payment of the applicable fee(s) shall be made by the Exhibitor and/or which contains details for payment of the applicable fee(s) by way of credit card.

FIFA intends to donate its share of all received licence fees that it collects from Commercial Public Viewing Event Licences to a charity of its choice. Accordingly, FIFA cannot waive the payment obligation of the applicable licence fee for Commercial Public Viewing Events that are run for charity.

14. 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 2018 FIFA World Cup™ scheduled to take place between 14 June 2018 and 15 July 2018.

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 Commercial 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”, “FIFA World Cup Sponsors” and “Regional Supporters”. Details of the FIFA Commercial Affiliates of the Competition are available at <https://www.fifa.com/worldcup/organisation/partners/>. 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.