

Media Rights Agreement

Dated: 23 May 2024

This Agreement, consisting of the Schedule below and the Terms that follow, sets out the principal terms and conditions upon which Licensee shall be entitled to broadcast certain coverage of the Competition(s). All capitalised expressions used in this Agreement shall have their respective meanings defined herein unless the context expressly requires otherwise.

Schedule

Licensor	Infront Sports & Media AG Grafenauweg 2 6302 Zug Switzerland Registration and Tax No: CHE-101.159.299
Licensee	Hlavní město Praha (Capital City of Prague) Mariánské náměstí 2/2 101 01 Praha 1 Czechia Registration No: 00064581 Tax No: CZ00064581 Bank account: 27-5157998/6000
Competition	2024 IIHF Ice Hockey World Championship, taking place in Prague / Ostrava, Czech Republic
Territory	Czech Republic
Language	Czech
Rights	The right to make available during the Term the Audio-visual Coverage of the Competition using the Permitted Means in the Language and in the Territory, as follows: <ul style="list-style-type: none">• Bronze Medal Game and Gold Medal Game, subject to the participation of Team Czechia is participating in one of the Games (if the Team Czechia does not participate, Special Condition 1 applies); and• being shown on a giant screen in the Old Town Square in Prague
Permitted Means	Public Viewing

Term	Sunday, 26 May 2024
Licence Fee & Payment Terms	<p>EUR 50'000 (fifty thousand Euros) net of all taxes and withholdings.</p> <p>The Licensee shall pay the Licence Fee within three (3) days of receipt of an invoice to the following bank account of the Licensor:</p> <p>Beneficiary Bank: UBS AB, Zurich, Switzerland Beneficiary Bank Account Number (IBAN): CH79 0023 0230 1542 4260 T Swift Code: UBSWCHZH80A Beneficiary Bank Address: UBS AG, Paradeplatz, Zurich, Switzerland</p>
Delivery Format	World feed of the Game delivered by Licensor free of charge via IP delivery.
Special Conditions	<ol style="list-style-type: none"> 1. In case Team Czechia loses in the Quarterfinals on Thursday, 23 May, and therefore will not play in either Game on Sunday, 26 May, the Public Viewing will not take place and no Licence Fee is owed. 2. If Licensee elects to use the feed from Ceska Televize instead of the World feed provided by Licensor, the feed must be managed by a director to ensure no commercials are shown on the giant screen. As such, the Ceska Televize feed must be shown with a delay of three (3) seconds to give the director time to cut away before commercials are shown. 3. Licensee acknowledges and agrees that no screen branding or other entertainment acts such as DJs etc. on stage in the square are allowed, with the exception of branding of the Licensee. 4. All communications and promotion need to be approved by the 2024 IIHF World Championship Organising Committee, the IIHF and Licensor in advanced. 5. Licensee acknowledges and agrees that no promotions of sponsors, suppliers or any other affiliated companies/brands are permitted. 6. Licensee acknowledges and agrees that food and beverage stalls may be in place in the square, but the stalls may not display any promotions (i.e. only menu information should be displayed). 7. Licensor hereby confirms that it is the exclusive rights holder of the Public Viewing Rights for the 2024 IIHF World Championship taking place in Prague, Czech Republic, as granted under this Agreement to Licensee.
Governing Law	Substantive Swiss law, to the exclusion of the UN Treaty on International Sales of Goods Contracts

Exclusive Jurisdiction

Competent Courts of Zug, Switzerland

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in two (2) originals by their duly authorised representatives on the date first above written. The Parties agree that this Agreement may be signed electronically, and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

Licensor**Licensee**

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Name: Bruno Marty.....
Name: Jana Berková.....
Title: SVP ProSports.....
Title: Director of media & marketing
department

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Name: Amikam Kranz.....
Name.....
Title: SVP Media, Betting & Technology.....
Title

Terms

1. GRANT OF RIGHTS

- 1.1 Licensor hereby grants the Media Rights to Licensee for exploitation within the Territory during the Exploitation Period, subject to the terms and conditions set forth in this Agreement, including the Special Conditionsy (the "**Licence**").
- 1.2 For the purpose of exploiting the Media Rights, Licensor shall make available to Licensee in the manner set out herein the Basic Feed.
- 1.3 Any and all rights and licences not expressly granted to Licensee hereunder are expressly and unconditionally excluded from the scope of this Agreement and are reserved to Licensor for its own unrestricted use, exploitation and benefit and Licensee shall not, and shall not authorise any person to, assert, represent or claim that they have any right, title or interest whatsoever to any of the same other than the limited Licence granted pursuant to this Agreement.
- 1.4 The Media Rights specifically exclude all rights whatsoever to record, use and/or reproduce any still visual images (captured by means of cameras and other still image recording equipment) of any aspect of the Competition(s).

1. OBLIGATIONS OF LICENSEE

Licensee shall:

- 3.1. not in any way alter, cut, delete, change or edit (including any form of electronic obliteration or modification to) the Basic Feed or (where applicable) any Additional Feed in any way whatsoever other than to:
 - 3.1.1. create permitted Highlights, if any;
 - 3.1.2. add subtitles in the Language in accordance with international broadcast standards;
 - 3.1.3. superimpose permitted graphics or factual information, in each case without any commercial elements whatsoever (including, for example, premium telephone numbers, SMS/MMS numbers or websites);
 - 3.1.4. superimpose its own customary channel identification logo, provided in all cases that such alteration or editing does not in any way (i) delete, alter or interfere with the content of the individual visual frames of the Basic Feed and/or Additional Feed, nor affect the integrity of the same in any way including, without limitation and by way of example only, by "shrinking" a Game's playing area or including "crawler" or "ticker" messages or electronic/virtual enhancements (including, without limitation, virtual advertising boards) on screen during the Competition(s) other than where the same has been approved by Licensor in writing in advance; (ii) obscure or impair the viewing of the Competition(s), the advertising boards and/or Centrally Produced Graphics/ on-screen graphics incorporated within the Basic Feed and/or Additional Feed or otherwise alter, change or modify any of the real time images depicted therein and originated on-site at the Competition(s); (iii) remove any credits, copyright notices or trade mark legends; or (iv) include any commercial or other identification other than as permitted by Licensor; and
 - 3.1.5. add its own Commentary;

4. INTELLECTUAL PROPERTY

- 4.1. All Intellectual Property that subsists in the Basic Feed, any Additional Feed and the Commentary (where included with the Basic Feed) shall be owned by IIHF and Licensor for the full term of such Intellectual Property including all renewals, reversions and extensions thereof and thereafter in perpetuity.
- 4.2. All Intellectual Property that subsists in the Commentary where not included as part of the Basic Feed and produced by Licensee shall, upon creation thereof, be owned by Licensee and Licensor is hereby granted an irrevocable unconditional royalty-free licence to use the Commentary at its discretion. However, Licensee agrees that it shall not permit the exploitation of the Commentary in any manner which creates an unauthorized association between a product, service or entity and the Competition(s) or Licensor.
- 4.3. Nothing in this Agreement shall be construed as an assignment or transfer of ownership to Licensee of any Intellectual Property whatsoever owned by (or licensed by a third party to) IIHF and Licensor whether existing as at the commencement of this Agreement or which might be created or arise as a result of its performance.

5. CONSIDERATION

- 5.1. In consideration of the rights granted to Licensee hereunder, Licensee shall pay the Licence Fee to Licensor in accordance with the Payment Terms. Licensee agrees that time is of the essence with respect to its payment obligations hereunder.
- 5.2. All amounts payable by Licensee under this Agreement exclude potential value added tax or similar taxes on turnover due in whatever country. Licensor is obliged to issue a correct invoice adhering to all requirements for value added tax purposes in order to enable Licensee to claim a partial or full refund and/or deduction as input value added tax to the maximum amount possible according to applicable law. Licensee is obliged to advise Licensor of all applicable requirements which may need to be satisfied in order to benefit from a partial or full refund and/or deduction as input value added tax.
- 5.3. All amounts payable by Licensee under this Agreement are net of any further fiscal charges and shall be paid free and clear without deduction based on any currency control restrictions, import duties or any sales, use or other taxes (especially all forms of withholding taxes, independent of who is deemed to be the debtor of the tax by domestic legislation at the place of tax residence of Licensee). Should Licensor be considered as having a limited tax liability in the jurisdiction of the place of tax residence of Licensee resulting from this Agreement according to applicable tax law and such tax liability is effected by a withholding tax to be paid by Licensee, the Licence Fee agreed is still considered as amount due and payable after such withholding tax deduction. Furthermore, Licensee is obliged to submit proof of the payment of the respective withholding tax to Licensor. In any case, Licensor is obliged to take all reasonable endeavours to enable Licensee to partially or fully reduce potential withholding taxes at source directly (first priority) and/or to enable Licensee to partially or fully refund such withholding tax based on any applicable double tax treaty. Such endeavours do in particular include Licensor's obligation to provide a residency certificate and to file or support Licensee with the filing of a request for withholding tax reduction at source. Licensee is obliged to timely instruct Licensor regarding all requirements in countries other than Switzerland which may need to be satisfied in order to benefit from the applicable double tax treaty. In any event, Licensee shall promptly provide Licensor with all relevant original tax receipts.
- 5.4. Should there be a late payment of any sum due under this Agreement, Licensor shall be entitled to charge interest at the rate of five per cent (5%) 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 rights or remedies available to Licensor under this Agreement or pursuant to any Applicable Law.
- 5.5. Payment of the Licence Fee cannot be suspended or delayed for any reason whatsoever. Should Licensee suspend or delay a payment for any reason, Licensor will be entitled to immediately suspend the grant of Licence to Licensee (pursuant to its rights under clause **Chyba! Nenalezen zdroj odkazů.** of this Agreement).

6. WARRANTIES AND LIABILITY

- 6.1. Licensee hereby warrants that: (i) it is fully entitled to enter into this Agreement and to perform all of its obligations hereunder and that it has not entered into and will not enter into any agreements inconsistent with the provisions hereof and (ii) it shall defend, indemnify and hold Licensor harmless from and against any claims, costs, demands, proceedings or damages (including attorneys' fees) arising out of any failure to comply with its obligations hereunder.
- 6.2. Licensor hereby warrants that it is fully entitled to grant Licensee the rights described herein and to perform all of its obligations hereunder and that it has not entered into and will not enter into any agreement inconsistent with the provisions hereof.
- 6.3. Integrity is one of the core values of Licensor and guiding principle on how Licensor conducts business. Licensor expects the same from its business partners, including Licensee. Each Party warrants to the other that it will at all times during the term of this Agreement live up to the highest ethical standards and comply with all applicable laws (including, but not limited to, anti-bribery and anti-corruption laws, such as the Foreign Corrupt Practices Act and the UK Bribery Act, or laws pertaining to trade and financial sanctions, including those adopted by the United Nations, the European Union and the United States, or any other applicable sanctions laws) and that it will not use the funds to be provided under this Agreement for any activity which is prohibited under the United Nations, the European Union, the United States or any other applicable sanctions laws or make available any funds received under this Agreement to any person, entity or body which is designated by the United Nations, the European Union, the United States or in any other applicable sanctions laws as the target of an asset freeze.

6.4. Licensor shall not be liable to Licensee for any indirect or consequential loss or damage, loss of profit, business or goodwill and the maximum aggregate liability of Licensor for any indemnity, loss or damage shall not exceed the Licence Fee. The foregoing exclusions and limitations of liability shall apply to the extent permitted by any mandatory applicable law.

7. MISCELLANEOUS

7.1. **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 act of God, fire, earthquake, flood, epidemic, strike, civil disturbance, act or suspected act of terrorism, 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.

7.2. Any losses, damages, costs or expenses of any nature whatsoever suffered or incurred by Licensee in the event of a Cancellation, Abandonment or Postponement shall be at Licensee's own risk and shall be borne by Licensee.

7.3. **Confidentiality:** The Parties acknowledge that the contents, and in particular the financial details, of this Agreement are confidential and agree to take whatever measures are reasonably necessary to preserve such confidentiality, unless disclosure is required by law. The duties of the Parties hereunder shall survive the expiration or earlier termination of this Agreement.

7.4. **Assignment:** Licensee shall not, without the prior written consent of Licensor, assign, sub-license, transfer, charge or deal in any other manner with this Agreement or any rights or obligations under this Agreement, or sub-contract any or all of its obligations under this Agreement or purport to do any of the same.

7.5. **Exclusions:** 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 Parties under this Agreement are excluded.

7.6. **Interpretation:** References to "include" and "including" are to be construed without limitation. Where the context requires, words denoting the singular shall include the plural and vice versa.

7.7. **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.

7.8. **Remedies:** All remedies, rights, undertakings and obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of or prejudice any other remedy, right, undertaking or obligation of either Party.

7.9. **Independent Contractors:** This Agreement does not constitute either Party 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 (or hold itself out as having 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.

7.10. **Notices:** All notices, consents, approvals and statements hereunder shall be given in writing in the English language to the respective addresses (attention: General Counsel) of the Parties set out in the Schedule, unless notification of a change of address has been given in writing. Notices may be validly served by hand delivery or by prepaid recorded or special delivery post or prepaid international recorded airmail. Notice given under this Agreement shall not be validly served if sent by email or by fax.

7.11. **Entire Agreement:** 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.

7.12. **Amendment:** This Agreement may not be altered, amended or modified except in writing signed by duly authorised representatives of the Parties.

7.13. **Severability:** Should any provision or part of a provision of this Agreement be invalid, ineffective or unenforceable, this shall not affect the validity or enforceability of the remainder of this Agreement or this Agreement as a whole. Invalid, ineffective or unenforceable provisions shall be replaced by a valid provision in such a way as most closely approximates the commercial purpose of the provision thus replaced and the purpose of the Agreement as a whole.

- 7.14. **Conflicts:** In the event of conflicts amongst any of the provisions contained in this Agreement, the provisions set forth in the Schedule shall prevail over those set forth in the Terms.
- 7.15. **Further Assurance:** 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 Licensor.
- 7.16. **Co-operation:** Licensor and Licensee agree to liaise and co-operate fully with each other on all matters arising in connection with this Agreement.
- 7.17. **Privacy and Data Protection:** Each Party shall process the other Party's personal data for the sole purpose of performing the obligations under this Agreement or to enforce a right under the law. In any case, each Party shall comply with all applicable laws, including the law on the protection of personal data and, in particular, General Data Protection Regulation (GDPR) (EU) 2016/679 and subsequent modifications. To this end, the Parties undertake to update and integrate their own procedures for the protection of personal data having regard to the evolution of the relevant legislation. Each Party shall communicate to the other Party any violation of the aforementioned law that may occur in relation to the personal data processed while performing the obligations under this Agreement. Should it become necessary to process personal data on the other Party's behalf, each Party shall do so by acting as external data processor and entering into a separate contract pursuant to article 28 of Regulation (EU) 2016/679. Each Party undertakes to indemnify and hold the other Party harmless from any action or other consequence that may derive from the breach of any of the obligations referred to in this clause.
- 7.18. **Governing Law and Exclusive Jurisdiction:** According to the Schedule.

8. DEFINITIONS

Abandonment means that the Competition(s) or a Game has/have been broken off while in progress and will not be restaged.

Agreement means this Media Rights Agreement, consisting of the Schedule and the Terms.

Applicable Law means all applicable laws, regulations, rules, codes of practice, guidelines or instructions issued or imposed by a body (including the organiser of the Competition(s)) with the authority to do so, including any regulations or guidelines governing broadcasting, the relationship between sporting entities and the media (in particular as to short-reporting and news access rights) as well as any directions or decisions of whatsoever nature issued by a relevant national or international governing body.

Audio-visual Coverage means the Basic Feed, Commentary and/or any Additional Feed (as may be applicable), or any part thereof (excluding any post produced content by or on behalf of Licensor).

Basic Feed means the live and continuous international broadcast quality moving image video signal of the Competition(s), complete with slow motion replays, any and all Centrally Produced Graphics and which also integrates international broadcast quality ambient sound and audio (which may, where applicable, include a specific audio mix for exploitation by radio broadcasters), together with any Commentary (if available) that may be provided by Licensor, on a separate track as part of the host broadcast.

Betting Rights means the right to transmit audio visual material and/or audio only content by any technical means as part of any product, service or facility which forms part of or which is provided for use in conjunction with any betting product, service, facility or opportunity, subject to the below listed restrictions:

- i. only made available by licensed and regulated betting operators;
- ii. be encrypted;
- iii. only be viewable by registered users;
- iv. in respect of any user accessing the content via a personal computer, not cover more than 1/3 of the user's screen. For the avoidance of doubt, there shall be no screen size restrictions for users accessing the content via any mobile device;
- v. the quality of the picture contained on the betting platform shall be no greater than that which is achieved using a streaming rate of no greater than 700 kb/second; and
- vi. betting operators shall not advertise that users can watch live sports content without linking such opportunity to the offer to place bets with the relevant betting operator. By way of example only, betting operators shall not advertise the availability of such content as an opportunity to "Watch live ice hockey here" (but may advertise the opportunity to "Watch and bet on live ice hockey here");

For the avoidance of doubt, such right includes also the right to make available coverage of the Competition(s) on bookmaker's floors or at premises/locations of betting companies (provided that, for such coverage, only restrictions (i), (ii) and (vi) above shall apply);

Broadcast Basis means the basis upon which the Audio-visual Coverage can be exploited and the modes of doing so, as per the Schedule.

Cable means coaxial, fibre-optic or any other similar form of cable, or microwave dish systems (commonly known as MMDS or wireless cable), master antenna television systems (MATV) and/or satellite master antenna systems (SMATV), used for the transmission of audio-visual material and/or audio-only content.

Cancellation means that the Competition(s) or a Game does/do not take place and will not be restaged at all.

Centrally Produced Graphics means any on-screen graphics package with or without music (which may include, without limitation, an opening and closing title sequence (including, in relation to clips, a pre-roll and/or post-roll sequence), intro, break bumpers, outros, wipes, billboards, Competition brands, Commercial Affiliates credits, virtual advertising (as more particularly referred to in clause 1.2 of the Terms), graphics (including score graphics or clock graphics) included in the Basic Feed and/or provided by Licensor at its own discretion to Licensee from time to time for incorporation into the Audio-visual Coverage in accordance with clause 3.5 of the Terms;

Closed Circuit Television Rights (CCTV) means the right to transmit Audio-visual Coverage by any Permitted Means to a closed audience group confined to a limited area within the Territory in venues such as stadia, hotels, offices, construction sites, oil rigs, waterborne vessels, aircraft, buses, trains, armed services establishments, educational establishments and hospitals but excluding the transmission of Audio-visual Coverage on a channel programme service which is generally available to be received in such premises, whether by way of bona fide commercial subscription arrangements entered into between Licensee and the owners/ operators of such premises or otherwise.

Commentary means, in respect of the Competition(s), the contemporaneous verbal account and description of the Competition(s) in the Language, either produced by Licensor and incorporated on a separate track as part of the Basic Feed or produced by Licensee itself (as applicable).

Commercial Affiliate means any entity to which any sponsorship or similar marketing rights have been, or may be, assigned, licensed, sub-licensed or sub-contracted by, or on behalf of, Licensor in relation to the Competition(s).

Competition(s) shall have the meaning ascribed to it in the Schedule and shall be deemed to include any individual Game forming part of the Competition(s).

Data Rights means the right to collect, exploit or otherwise use any data or information which relate to the Competitions, including without limitation fixtures and (live) Game data and/or performance data and to exploit any product produced from such data or information, subject to the Official IIHF Data which is supplied to Licensee in connection with its transmissions of the Basic (and Additional) Feed.

Designated Service(s) means the platforms, channels, website, app or other digital services of Licensee on which the relevant Audio-visual Coverage will be made available.

Exploitation Period shall have the meaning ascribed to it in the Schedule.

Fixed Media Rights means all rights to exhibit, exploit and/or distribute any audio-visual material and/or audio-only content, data and/or textual material of, and/or relating to, the Competition(s) (or any part thereof) by means of any fixed formats (including any magnetic, electronic or digital storage device) such as videos/VHS, DVDs, Blue-ray DVDs, HG-DVDs, CD-Roms, memory sticks, PSPs and other gaming formats, laser discs, print media and similar.

Free means, in relation to the Transmission Platforms to which it is applied, that the audio-only or audio-visual service or channel (or package of services or channels) in question may be intelligibly received by recipients without any payment other than fees or taxes imposed by any state or local government (or agency thereof) for ownership of, or for general reception of, or access to, such service or channel (or package of services or channels).

Games mean any ice hockey game which forms part of any of the Competition.

Highlights means in respect of the Competition(s) (i) any edited and recorded still or moving image segment(s) or extract(s) of the Basic Feed and/or any Additional Feed, and (ii) any edited and recorded segment(s) or extract(s) of the Commentary.

IIHF means the International Ice Hockey Federation.

Intellectual Property means all copyrights and other intellectual property rights howsoever arising and in whatever media now known or hereafter devised, whether or not registered or capable of registration, including trademarks,

service marks, trade names, registered designs, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world.

Internet means the system making use of TCP/IP software protocols known as the internet or the worldwide web whatever the communication(s) links may be which connects the user (including without limitation by way of fixed, mobile, DSL, ISDN, UMTS, WiMax or other broadband or narrowband links) including any developments in such protocols or any other protocols which may be developed which give equivalent, reduced or enhanced functionality compared with such protocols.

IPTV means an Internet Protocol based closed network television service whereby audio-visual moving images and/or audio-only content can ordinarily be received using a proprietary "set-top box" via an ADSL or equivalent co-axial or fibre-optic cable connection or "twisted pair wire", excluding (without limitation) Internet.

Language shall have the meaning ascribed to it in the Schedule, it being understood that any reference to Language relates to the language of the Commentary.

Licence shall have the meaning as set forth in clause 1.1 hereof.

Licensee means the party identified as such in the Schedule.

Licensor means the party identified as such in the Schedule.

Live means the transmission of the applicable Audio-visual Coverage in its entirety, in real time and contemporaneous with the Competition(s) taking place (subject to any minor delay occurring as a result of technical reasons acceptable to Licensor), and shall include the period commencing ten minutes prior to the tip-off of a Game and concluding five minutes after the final whistle.

Media Rights means the right to transmit Audio-visual Coverage of the Competition(s) using the Permitted Means on the applicable Broadcast Basis in the Language in the Territory.

Minimum Transmission Requirements shall have the meaning ascribed to it in the Schedule.

Mobile means the networked infrastructure of a licensed mobile network operator which uses designated radio frequency spectrum for the digital transmission of audio-visual moving images and/or audio-only content intended for reception by subscribers of that operator's services predominantly (although not exclusively) using handheld or portable/mobile devices, commonly employing technologies such as Global System for Mobile Communications (GSM), Third Generation Mobile Telecommunications Technologies (including UMTS and HSDPA) and Digital Mobile Broadcasting (DMB).

Near-Live Clips means short excerpts (less than 10 seconds each) of a Game showing notable in-play incidents very shortly after (but no sooner than 30 seconds after) such incident occurred.

Non-Fungible Token (NFT) means unique non-fungible tokens generated from the sale of a digital asset created from footage provided by the Licensor using smart contracts, which must be stored on a blockchain that certifies such digital asset as unique.

OTT means, always adhering to the terms and conditions of this Agreement, the delivery of video and audio over the Internet, i.e. in particular content that arrives from Licensee and is delivered to an end user device. Consumers may access OTT content through internet-connected devices such as desktop and laptop computers, tablets, smartphones including iPhones and Android phones, set-top boxes, smart TVs and gaming consoles.

Party means either Licensor or Licensee (as appropriate) and **Parties** means both Licensor and Licensee together.

Pay means an encrypted transmission, access to which is provided to viewers on a subscription basis (other than fees or taxes imposed by any state or local government (or agency thereof) for ownership of, or for general reception of or access to, such service or channel (or package of services or channels)) excluding Pay Per View.

Pay-Per-View means any encrypted transmission, access to which is restricted to users who have agreed to pay a specific fee or charge for the right to view such transmission whether on a standalone basis or as part of package or series of transmissions.

Permitted Means means only those Transmission Platforms which may be used for the transmission of Audio-visual Coverage as set out in the Schedule. These Permitted Means may be owned or operated by third party technical operators. Use of any other Transmission Platforms in the exercise of the Media Rights in any manner whatsoever is not permitted.

Postponement means that the Competition(s) or a Game does/do not commence on the scheduled date or at the scheduled time but will be rescheduled.

Public Viewing Rights means the right to exhibit the Audio-visual Coverage on conventional television screens or giant screens at public locations/venues (whether indoors or outside) not primarily engaged in the business of exhibiting content such as the Audio-visual Coverage to the public.

Radio Rights means the right to exploit and transmit audio-only content, footage or programs of the Competitions (and the right to attend such Competitions for the purposes of producing the same).

Replay means that the Competition(s) has/have been broken off while in progress and will be re-scheduled.

Satellite means a satellite system whereby a signal containing audio-visual moving images and/or audio-only content is initially transmitted to a satellite situated beyond the Earth's atmosphere and is subsequently re-transmitted by transponders or similar devices for reception by a satellite dish and decoding at the place where a viewer may view such transmission.

Schedule means the table in the introductory part of this Agreement outlining the heads of terms of this Agreement and the Special Conditions, Exceptions of Exclusivity, etc. which apply.

Terms mean the terms set forth in this Agreement, not being part of the Schedule.

Terrestrial means a system of fixed land-based transmission stations which transmit wireless telegraphy signals containing audio-visual moving images and/or audio-only content in analogue or digital format.

Territory shall have the meaning ascribed to it in the Schedule.

Video Game Rights means the right to create and exploit (through any means now existing or later devised) video games, electronic games and interactive media (including massive multi-player virtual universe online games, social network games and other online games) using any existing or future platforms, including PC-based, Mac-based, PlayStation, Xbox, Wii, iPod, iPhone (or any future generations of same), or CD-based machines, and including the use of delivery of games via Internet and wireless.

Video-on-Demand means any transmission of an audio-visual programme or package of audio-visual programmes in respect of which the time for each such transmission is designated by the viewer and not from a selection of viewing times scheduled by the provider of that transmission (whether or not a charge or charges are levied in respect of such transmission).