



Pragosport, a.s., Na Ořechovce 579/6, 162 00 – Praha 6, Česká republika, IČO 18628010  
Telefon: +420 233 109 711, Fax: +420 233 109 712, e-mail: office@pragosport.cz

## SMLOUVA O POSKYTNUTÍ TV PRÁV

### POSKYTOVATEL:

Pragosport, a.s.  
Na Ořechovce 579/6, 162 00 Praha 6  
IČ: 18628010  
DIČ: CZ 18628010  
Česká republika  
zapsaná v obchodním rejstříku u Městského soudu v Praze, oddíl B.,  
vložka 755  
zastoupená: Jaroslavem Vackem, členem představenstva  
Bankovní spojení: KB 27-1554150267/0100 (Euro účet)  
Fakturační e-mail: [\[REDACTED\]@pragosport.cz](mailto:[REDACTED]@pragosport.cz)

### NABYVATEL:

Česká televize  
zřízená na základě zákona č. 483/1991 Sb., o České televizi  
nezapisuje se do obchodního rejstříku  
se sídlem Kavčí Hory  
140 07 Praha 4  
Česká republika  
IČ: 00027383  
DIČ: CZ00027383  
zastoupená: Janem Součkem, generálním ředitelem  
bankovní spojení: Česká spořitelna, a.s., č.ú. 1698682/0800 (Euro  
účet)

### TITUL (AKCE):

Detailní rozsah a rozpis akcí je uveden v příloze č.1.  
Termíny a místa jsou zcela v rozhodovací pravomoci pořadatele.

### POSKYTOVANÁ PRÁVA:

poskytovatel poskytuje nabyvateli touto smlouvou televizní práva  
k výše popsaným titulům, to je přístup k TV signálu v místě konání akce  
pro živé vysílání nebo vysílání ze záznamu na programech České  
televize šířených terestricky, kabelově a satelitně, IPTV, HbbTV a dále  
na webových stránkách ČT a v internetových aplikacích, které jsou tzv.  
geo-blokované.

Detailní rozsah práv je uveden v příloze č. 1.

Práva na odvysílání titulů jsou poskytována pro přenosy jednotlivých  
akcí pro dané území a jazyk.

Všechna ostatní práva, která nejsou výslovně popsána výše v prvním  
odstavci článku nazvaného „POSKYTOVANÁ PRÁVA“ resp. v následující  
příloze, zůstávají ve vlastnictví Poskytovatele.

Společnost Pragosport, a.s. byla zapsána do obchodního rejstříku dne 31. května 1991 a je uvedena v oddílu B, číslo vložky 755  
obchodního rejstříku vedeného Městským soudem v Praze.

ÚZEMÍ: Česká republika

JAZYK: čeština

ČAS, NA KTERÝ JSOU PRÁVA POSKYTOVÁNA: práva jsou poskytována jednotlivě a postupně. Délka období, na něž jsou práva poskytována, je specifikována v příloze č. 1.

CENA ZA POSKYTNUTÍ PRÁV: je [REDAKTOVANÉ] bez DPH  
s následující alokací:

[REDAKTOVANÉ]

PLATBA: v EUR na základě faktury/daňového dokladu vystaveného  
Poskytovatelem s následujícími splatnostmi a DUZP:

Částka	Splatnost	DUZP
[REDAKTOVANÉ]	k 10.2.2025	10.1.2025
[REDAKTOVANÉ]	k 10.5.2025	10.4.2025
[REDAKTOVANÉ]	k 10.2.2026	10.1.2026
[REDAKTOVANÉ]	k 10.5.2026	10.4.2026
[REDAKTOVANÉ]	k 10.2.2027	10.1.2027
[REDAKTOVANÉ]	k 10.5.2027	10.4.2027
[REDAKTOVANÉ]	k 10.2.2028	10.1.2028
[REDAKTOVANÉ]	k 10.5.2028	10.4.2028
[REDAKTOVANÉ]	k 10.2.2029	10.1.2029
[REDAKTOVANÉ]	k 10.5.2029	10.4.2029

Veškeré částky budou uhraneny v EUR. Pro přepočet bude použit pevný kurz Pragosportu (kurz ČNB platný k 31.12. roku předcházejícího jednotlivé fakturaci).

Veškeré platby dle této Smlouvy budou činěny výlučně bezhotovostním převodem na bankovní účet uvedený v záhlaví této Smlouvy. Jakákoli platba dle této Smlouvy se považuje za uhranou připsáním celé příslušné částky na bankovní účet. Sjednává se, že využije-li poskytovatel možnosti zaslat fakturu elektronickou poštou, je povinen ji zaslat v PDF formátu ze své e-mailové adresy na e-mailovou adresu nabyvatele faktury@ceskatelevize.cz. Za den doručení faktury nabyvateli se považuje den doručení na e-mailovou adresu nabyvatele, což je zároveň považováno za souhlas s využitím této formy komunikace. Stejný způsob elektronického doručení se použije i v případě, nebude-li faktura obsahovat stanovené náležitosti nebo v ní nebudou správně uvedeny údaje, a také v případě zasílání opravných faktur.

V případě, že je poskytovatel plátcem DPH, musí faktura, kterou vystaví, splňovat náležitosti daňového dokladu (dále jen „faktura“) podle zákona č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů (dále jen „zákon o DPH“). V případech, kdy může nabyvateli vzniknout ručení za nezaplacenou DPH ve smyslu zákona o DPH, je nabyvatel bez dalšího oprávnění odvést za poskytovatele DPH z fakturované ceny plnění přímo příslušnému správci daně ve smyslu zákona o DPH (tj. na účet

správce daně). Tímto postupem zanikne nabyvateli jeho smluvní závazek zaplatit poskytovateli částku odpovídající DPH. O takové úhradě bude nabyvatel informovat poskytovatele bez zbytečného odkladu, nejpozději do dvou pracovních dnů od jejího provedení.

Smluvní strany se dohodly, že informace, které jsou v této smlouvě označeny žlutou barvou, se považují za důvěrné (např. z důvodu obchodního tajemství) a žádná ze smluvních stran není bez předchozího písemného souhlasu druhé smluvní strany oprávněna tyto informace sdělovat třetím osobám, a to ani po ukončení plnění této smlouvy či ukončení této smlouvy, s výjimkou informací: (i) které nabyvatel sám v obvyklém rozsahu sděluje třetím osobám v souvislosti s přípravou, výrobou, distribucí a/nebo propagací svého programového obsahu, k němuž se vztahuje tato smlouva, a/nebo v souvislosti se svou propagací; (ii) které smluvní strana poskytne nebo uveřejní na základě právního předpisu; a (iii) které smluvní strana poskytne svým odborným poradcům a/nebo jiným spolupracovníkům vázaným zákonnou a/nebo smluvní povinností mlčenlivosti. Tato smlouva bude nabyvatelem uveřejněna postupem podle zákona s tím, že informace označené žlutou barvou budou znečitelněny.

TECHNICKÉ NÁKLADY: satelitní náklady jsou zahrnutы v ceně poskytovaných práv. Jakékoli další náklady (např. na komentátorské pozice, unilaterál) si bude nabyvatel vyřizovat a hradit nad rámec této smlouvy.

Nedílnou součástí této smlouvy je Příloha č.1: [REDACTED]

Tato smlouva je vyhotovena ve 2 písemných vyhotoveních, z nichž jedno obdrží ČT, jedno Poskytovatel. Případné ujednání stran o změně této smlouvy vyžaduje písemnou formu.

Platnost a účinnost této smlouvy nastává dnem podpisu v pořadí druhou smluvní stranou.

V Praze dne ..... *10. 1. 2018*

V Praze dne .....

[REDACTED]

Pragosport, a.s.  
Poskytovatel

[REDACTED]

Česká televize  
Nabyvatel

## Schedule

<b>Competition(s)</b>	• •	
<b>Ultimate Rights Owner</b>	• •	
<b>Content</b>	All Events of each such Competition per season/year during the Exploitation Period (Subject to the Event Organisers Reserved Rights).	
<b>Exploitation Period</b>	From [REDACTED] provided that Rights shall become non-exclusive thirty (30) days after the completion of the last Event in the respective Competition per year.	
<b>Rights</b>	<p>The Licensee shall have the right to transmit the Content, or any part thereof, via the Permitted Means, exercisable only during the Exploitation Period, on the Designated Channel(s), in the Language and within the Territory.</p> <p>Exploitation of the Content shall, other than where expressly indicated otherwise in this Agreement (in particular, as provided for by the Reserved Rights), be on an exclusive basis.</p> <p>Events may be transmitted on a live and delayed basis (to the extent any such delay does not permit transmission outside of the Exploitation Period).</p>	
<b>Designated Channel(s)</b>	On any channel (along with associated websites and apps) of the Licensee as notified to Licensor by Licensee in writing.	
<b>Permitted Means</b>	Any and all technical means or distribution systems (whether presently known, or developed, created, invented or becoming ready for use in the future) which enable that Content to be transmitted and received in any signal format and in any medium, platform or forum for communication using any existing or future devices (including, without limitation, wearable and other mobile devices) which permit the Content to be viewed, interacted with or otherwise consumed at any time or in any manner chosen by either the recipient, Licensee or broadcaster or distributor of that Content (if different), including in public, private, commercial and/or non-commercial premises (including any form of public or private transport), spaces and/or other venues and means and/or by way of public viewing.	

	<p>To the extent that there is any form of distribution or exhibition via social networks or via digital platforms, this may only take place on Licensee's branded Digital Platforms.</p>
<p><b>Minimum Broadcast Commitment</b></p>	
	<p>Subject to the Reserved Rights below.</p>
<p><b>Reserved Rights</b></p>	<p><b><u>The Ultimate Rights Owner's Reserved Rights</u></b></p> <p><b>Digital Platform - Clips</b></p>
	<p><b>World Records</b></p> <p>The respective Ultimate Rights Owner reserves the right for its own use of the use of the other to broadcast and/or transmit footage of all world records achieved during any and all Event (a) on their Digital Platform, once the record has been ratified and (b) on selected platforms of the Commercial Affiliates of the competitions no earlier than after conclusion of the Competition.</p>

#### **Athletes Reserved Rights**

Athletes may use up to ninety (90) seconds of each Event in which they participate on their personal digital channels (including their official social media accounts) not earlier than the completion of the relevant Event.

#### **Commercial Affiliates Reserved Rights**

Commercial Affiliates of an Event may use up to a maximum of ninety (90) seconds of each Event (save that no single competition forming part of an Event may be transmitted in its entirety) for the sole purpose of promoting their specific products and/or services, not earlier than 12:00 (as referenced by the time zone of the Host Country) of the day following completion of the respective Event.

Commercial Affiliates of a Competition and/or Event shall be entitled to use up to an aggregate amount of three (3) minutes of each Event (save that no single competition forming part of an Event may be transmitted in its entirety) for the sole purpose of promoting their specific products and/or services, not earlier than 12:00 (as referenced by the time zone of the Host Country) of the day following completion of the respective Event.

#### **Event Organiser Reserved Rights**

##### **Domestic Rights**

Event Organiser reserves the exclusive right to broadcast (by itself or by an appointed third-party on its behalf) their own Event in their own country and/or the Host Country in any and all media. In this respect, Licensee acknowledges and agrees that, should the Territory (or a part thereof) become a Host Country (or the country of an Event Organiser, if different than the Host Country) for a particular Event, Licensor shall not be entitled to license the Rights to that specific Event to Licensee. Nothing in this Agreement may, however, prevent the Licensee from having such rights granted to it by the Event Organiser.

For the avoidance of any doubt, in case an Event, previously foreseen to take place in one Host Country, is moved to a different territory while remaining with the same Event Organiser, both the territory of the Event Organiser and the originally planned territory shall be considered domestic territory of the Event Organiser for the purpose of this Agreement.

##### **Betting**

Licensor and/or the respective Ultimate Rights Owner reserve the right to exploit all forms of betting and gambling on the Competitions in any media or of any format whatsoever. Any rights to betting or any form of gambling on the outcome of the result of the Competitions or part thereof are strictly excluded from this Agreement and reserved to World Athletics or the Event Organiser.

##### **Films/documentaries**

Licensor and/or the respective Ultimate Rights Owner shall reserve the right to grant to any third party the right to produce documentary, film and/or similar programming for exploitation using any media

	<p>whatsoever provided always such exploitation shall not commence earlier than the end of the respective Event.</p> <p><b>News Access</b></p> <p>Licensor shall be entitled to grant to any third-party, the non-exclusive licence of the right to transmit Highlights as part of, and/or for inclusion in/by any national, pan-regional or international news coverage (such as e.g. Euronews, CNN, Deutsche Welle) and/or news coverage distribution deals (e.g. EBU, SNTV, Thomson Reuters, etc.) for generally scheduled news programmes by means of any media whatsoever, provided always that the exercise of such licence by each such third-party shall be limited to excerpts of up to three (3) minutes per Event in total for broadcast no earlier than the end of the respective Event.</p> <p><b>Highlights</b></p> <p>Licensor shall be entitled to grant to any party, which is part of its corporate structure, the non-exclusive licence of the right to transmit, in the Territory (or any part thereof) and by means of any media whatsoever, Highlights provided always such exploitation shall not commence earlier than 10 seconds after relevant action and shall be limited to three (3) minutes of footage per Game and the footage will include the logo of the Licensee during the whole footage.</p> <p><b>Archive</b></p> <p>Licensor shall be entitled to itself use or grant to any third-party the non-exclusive license of the right to use Archive Material.</p> <p><b>Gaming</b></p> <p>Any form of fantasy gaming, electronic/simulation athletics games and athletics video action games relating to the Competitions, whether the technology is now existing or to be invented, developed or created in the future, are excluded from the Rights.</p> <p><b>Block-chain assets and search inventory tools</b></p> <p>Any and all rights in respect of cryptocurrency and blockchain-based digital assets such as Non-Fungible Tokens (NFTs), as well as any related search inventory (such as Google, OneBox) are reserved and shall not be exploited by the Licensee under the scope of this Agreement.</p>
<b>Delivery Format</b>	Licensor shall procure the delivery of the Live Feed of each Event. At the time of the signature of this Agreement the European Satellite delivery is used, such delivery point referred to herein as the " <b>Access Point</b> ".
<b>Technical Cost</b>	Delivery of the Live Feed via the Access Point is included in the Licence Fee. The technical costs for any additional request shall be borne by Licensee at standard rate card cost.

## GENERAL TERMS AND CONDITIONS

### 1 DEFINITIONS

**Applicable Law** means all applicable laws, regulations, rules, codes of practice, guidelines, directions and decrees imposed by law or any competent authority, including those issued by the respective Ultimate Rights Owner, the International Olympic Committee (IOC) and/or by any other the sports organisations having authority over the Events and the pertinent Competition.

**Archive Material** means, as of seven (7) days following the conclusion of an Event Series, all visual, audio and audio-visual materials (including the Live Feed, additional feeds, unilateral feeds, highlights and commentary) relating to an Event which took place during the relevant prior Competition(s).

**Athlete** means an athlete participating in an Event during any Season of the Competitions during the Exploitation Period;

**Broadcast Sponsor** means any person who is entitled by virtue of any contract or arrangement with the Licensee to associate its name, trademark or brand or any of its services and/or products for promotional purposes with the broadcast(s) of any or all of the Content;

**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, the respective Ultimate Rights Owner or the Event Organiser in relation to a Competition or Event.

**Data** means all data and other information relating to either a Competition and/or any Event and/or any Athlete taking part in an Event (insofar as that data or other information relates to either Competition and/or any Event), including all schedules, scores and/or statistical information relating thereto;

**Digital Platform** means the official website or official social media presence including, but not limited to, Facebook, Twitter, Instagram and YouTube pages, as well as other social media accounts that are affiliated with, and controlled or programmed by, their relevant owner.

**Domestic Broadcaster** means a broadcaster in the Host Country which has entered into an agreement with Event Organiser to transmit and/or broadcast the Events in the corresponding Host Country;

**DTH Delivery or DTH** means the transmission of audio-visual content in an intelligible form by means of a signal which is transmitted direct from a satellite to a satellite dish (or any other form of satellite reception equipment now available or developed in the future) at the place of reception for the purpose of viewing that audio-visual content at that place of reception (and not for the purpose of re-transmission to any place other than that place of reception);

**Event** means an athletics' meeting which forms part of any of the Competitions during the Exploitation Period.

**Event Logo** means any logo created by or on behalf of the respective Ultimate Rights Owner in relation to any of the Content (or Competition comprising it) as may be notified in writing from time to time;

**Event Marks** means the Event Name and Event Logo, emblems and devices (in any application) legally adopted by the respective Ultimate Rights Owner as a visual design symbol of the Competitions as well as the marks/logos of the Competitions and references to Competition venues, excluding any reference to [REDACTED]

**Event Name** means such name for each Competition as may be notified in writing from time to time, (for the Series currently [REDACTED])

**Event Organiser** means the organiser of the relevant Competition;

**Force Majeure Event** means any event affecting performance of either party's obligations under this Agreement arising from or attributable to acts, events, omission or accidents which are beyond the reasonable control of the affected party including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic, pandemic or, other natural physical disaster, failure or shortage of power supplies, satellite or other communications links or technical failure, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulation, ruling, decision or omission (including failure to grant any necessary permissions) of any relevant government, court or any competent national or international authority (which, in the case of Licensor, shall include any international athletics authority(ies) to whom Licensor may be subordinate (including but not limited to [REDACTED] and/or World Athletics);

**Host Country** means, in relation to any Competition, the country in which the Event is staged;

**Intellectual Property Rights** means all intellectual property rights including patents, registered designs, trademarks, copyright, database rights, design rights and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, computer programmes, confidential information, business names, goodwill and the style and presentation of goods or services and application for protection of any of the above rights;

**Live Feed** means the pre-cleared, international broadcast quality, live and contemporaneous feed of Event footage of live Events made available by the Domestic Broadcaster, with graphics (including on-screen credits for no more than one (1) Competition sponsor, if any), standard title sequences (opening and closing), break bumpers, replay animations and stadium only audio, no commentary;

**Overspill** means the reception of audio-visual content outside a territory due to the inherent incapability of satellites to beam down signals which are confined to territorial boundaries and of over the air analogue and digital terrestrial transmissions to unavoidably overspill into adjacent territories;

**Season** means the period commencing with the first scheduled Event for that season which, in respect of the Series and the League, will usually be scheduled for early May in each year and ending with the last scheduled Event in that season which shall usually be scheduled for completion in September of the same calendar year.

## **2 GRANT OF RIGHTS**

- 2.1 In consideration of and subject to the performance by Licensee of its obligations in this Agreement, Licensor hereby grants the Rights to Licensee.
- 2.2 In the course of exercising the Rights, the Licensee undertakes to ensure that it shall not (nor authorise any third party to) broadcast, make available or transmit any of the content licensed hereunder other than in the Language, in the Territory, using the Designated Channel(s) via the Permitted Means.
- 2.3 Subject to anything stated herein to the contrary, Licensor will not during the Exploitation Period use or exercise the Rights in the Territory itself, nor shall it grant rights to any third party to do so. Notwithstanding this, Licensee acknowledges and agrees that the [REDACTED]

[REDACTED] shall be entitled themselves, and to authorise the Athletes and/or Commercial Affiliates, to make Event footage and other Content available in accordance with the Reserved Rights.

- 2.4 Any and all rights in and to footage of Events and any other Content which are not expressly and specifically granted to the Licensee pursuant to this Agreement are hereby expressly and unconditionally excluded from the scope of this Agreement and reserved to the Licensor, the [REDACTED] and/or Event Organiser and may be exercised and exploited by the Licensor, [REDACTED] or Event Organiser in their/its sole discretion.
- 2.5 The respective Ultimate Rights Owner shall provide to the Licensee, upon request, suitably equipped commentary positions, space, power, lighting and equipment necessary for Licensee to supplement the Live Feed with an unilateral feed and free access to the unilateral zone to enable Licensee to position its personnel and install its equipment; all such requested additional services to be charged to Licensee at standard rate-card.

### **3 SPONSORSHIP AND ADVERTISING**

- 3.1 The respective Ultimate Rights Owner may from time to time appoint data, information technology and/or timing partner(s) and Licensee will be required to acknowledge that appointment on screen during live and/or delayed Event broadcasts and in highlights programming of Events through the use of on-screen credits (subject to any applicable broadcast regulations and/or codes and to the Content provided containing the necessary elements).
- 3.2 Licensee shall not authorise or permit the exclusion or substitution of any signage or promotional material at any Event or the insertion of any "virtual advertisements" on the field of play during any Event, save as otherwise may be required to comply with Applicable Laws. Notwithstanding the foregoing sentence, Licensee may authorise or permit the insertion of virtual advertisements or overlays immediately before or at the end of the Event (in each such case subject to Applicable Laws).
- 3.3 Licensee shall not interfere with, alter, delete and/or obscure the visibility of any sponsorship and/or advertising materials of whatsoever nature and howsoever displayed (including, without limitation, those displayed on Athlete's kit, advertising sites or on any Athlete's sports footwear, kit or other clothing worn during the broadcast) to the extent that the same are visible in the original broadcast coverage of the Event footage supplied to Licensee.
- 3.4 Licensee shall be entitled to appoint Broadcast Sponsors to buy commercial airtime immediately before, during and after any transmission of the Competitions (or any Event thereof), provided that (i) neither a competitor of a Competition title sponsor (to the extent there is any) nor a company in the timing or watch category may be appointed as a Broadcast Sponsor under any circumstances and (ii) the Competition title sponsor (to the extent there is any) is provided with a first right of negotiation. Notwithstanding the fore-going, Licensee shall however not grant to any third party the right to exploit any such sponsorship or other commercial opportunities in relation to any of the Rights in any way which states, suggests or implies an association of such third party with, or endorsement of such third party of, the respective Ultimate Rights Owner, any Athlete, any Competition or Events or any of the respective Ultimate Rights Owner's sponsor or commercial partner. Licensor shall inform Licensee of the identity of any Competition title sponsor no later ninety (90) days prior to the scheduled date of the Event.

3.5 Licensee shall have the rights to use Athlete's and Events' images, pictures, photographs and clips (as well as any Tour Archive material which is the property of [REDACTED] in order to promote their broadcast of the Events only, subject to Applicable Laws in the relevant territory and the limitations imposed by the terms of the Participation Agreement signed by each Athlete, and solely for the purpose of exploiting the Rights (and in no circumstances in any advertisement marketing and/or promoting, or as any form of express or implied endorsement of any other product or service). For the avoidance doubt, Archive material remains the property of the respective Ultimate Rights Owner as per such Participation Agreement and may be made available to the Licensee during the Exploitation Period for promotional purposes only. In cases where Archive material is not the property of [REDACTED] and Lessor may assist Licensee in obtaining the material it does not own in order that it be made available to Licensee during the Exploitation Period for promotional purposes.

#### **4 FURTHER OBLIGATIONS OF LICENSEE**

- 4.1 Licensee undertakes that throughout the Exploitation Period it will comply with the Minimum Broadcast Commitment.
- 4.2 Licensee shall not interfere with, alter, delete and/or obscure all of or any element or portion of any of the graphics comprised in the Live Feed and visible on the viewed screen at any point from delivery to the Access Point until such viewing on the screen of the viewer. This shall not prevent Licensee from adding its own screen graphics and/or crawler, ticker (or similar) after provision to it of the Event footage in the Live Feed providing that the position/size/design of same shall not in any way interfere with, alter, delete and/or obscure all of or any element or portion of any of the graphics otherwise visible on screen to the viewer, and provided that Licensee may not impose, superimpose or incorporate (by means of virtual advertising or otherwise) any additional or alternative sponsorship or advertising materials in the television broadcast pictures of any Event footage without the prior written consent of Lessor.
- 4.3 Subject to the restrictions in Clause 4.2 above and Applicable Law, Licensee may (i) add commentary in the local country language(s); (ii) add unilateral footage; (iii) add the Licensee's customary television channel service or logo; and (iv) produce promotional trailers for the sole purpose of promoting its broadcast of the Content.
- 4.4 Licensee shall, to the extent permitted by applicable broadcast regulations and/or codes, provide specific accreditation to the title sponsor of the relevant Competition in its programming (including, for example, visual and verbal references to any official Competition title (i.e. always using the official name of the relevant Competition, including the name of any title sponsor) and use the approved Competition logo(s), including the opening and closing title sequences. Licensee shall use best efforts to insert the appropriate copyright notice required by the respective Ultimate Rights Owner in a separate frame in the closing titles of any programming containing the Content.
- 4.5 Licensee shall use its best endeavours to promote the Competitions using it or their official name whenever promoting or marketing the broadcast of Event footage. Licensee shall always refer on its website and in any other written and/or graphical materials, except where it would be contrary to local law, regulation or officially observed code of practice, to each Competition by its then current title name, including the name of any then current title sponsor.
- 4.6 Licensee shall not itself, nor authorise or permit any third party to, transmit any Content as part of any programme or service based around or including betting.

4.7 Licensee shall not collect, compile, use, reproduce, supply or distribute any Data derived from any Event footage supplied to it other than for the purposes of including the same in any programming it may transmit. Where Licensee intends to use or display any Data relating to the Competitions, Event or Athlete(s) (other than that collated by it from Event footage) during its broadcasts of any live Event it shall:

- (i) only use or display official Data provided to it by an official supplier appointed by the respective Ultimate Rights Owner and/or the Event Organiser; and
- (ii) only permit any sponsorship of such official Data by a party which has been approved in advance by the respective Ultimate Rights Owner and/or the Event Organiser, such approval not to be unreasonably withheld or delayed.

4.8 Licensee shall comply with any brand guidelines issued to it by the respective Ultimate Rights Owner and each Event Organiser from time to time, which shall include, without limitation, faithful and actual reproduction of the colours, language, design and/or appearance of the Event Marks.

4.9 Licensee shall not use the Event Marks in any manner contrary to public morals or which might compromise or reflect unfavourably upon the good name, reputation and image of the Event Organiser, the respective Ultimate Rights Owner, the Events and/or the Licenser.

4.10 Licensee shall be responsible for all for the performing rights clearances in respect of any musical composition (including lyrics) in the Territory incorporated in any Content arising by virtue of Licensee's exercise of the applicable Rights.

4.11 Licensee shall supply to Licenser by the end of each year of the respective Competitions returns showing the audience figures reasonably available to it for each transmission of a live Event.

## **5 OVERSPILL AND TERRITORIAL PROTECTION OF SIGNAL**

5.1 Licensee acknowledges that Event Organiser and Licenser have entered into and/or will enter into agreements with one or more third parties for the right to transmit Content outside the Territory and that any transmission of any Content outside the Territory by Licensee save as set out below may result in Event Organiser and/or Licenser being in breach of one or more such agreements. In such circumstances, Licenser reserves the right to suspend the exercise of the applicable Rights until satisfied that the situation has been resolved. Where Event Organiser and/or Licenser are determined to be in breach of such third party agreements, Event Organiser and/or Licenser shall be entitled to compensation from Licensee equal to any damages payable by Licenser/Event Organiser in respect of such breach pursuant to a decision of court of competent jurisdiction or a settlement (Event Organiser and/or Licenser shall promptly provide Licensee with all relevant information in relation to the claim. Licensee shall reimburse Licenser's and/or Event Organiser's reasonable costs in relation to the claim).

### **5.2 Transmissions of Content by Licensee:**

- (i) by means of DTH Delivery, shall, if, capable of being received outside the Territory using standard domestic or commercial premises satellite receiving equipment be securely encrypted and Licensee shall not knowingly authorise or enable any person to receive or view an unencrypted signal for any such transmissions who is outside the Territory or who is otherwise not authorised to receive and/or view the same;

- (ii) by means of digital/analogue terrestrial transmission shall have *de minimis* Overspill and (where any such licensing is on a free-to-air rather than pay basis) shall only be transmitted pursuant to a *bona fide* licence for free-to-air terrestrial transmissions;
- (iii) shall not be authorised for retransmission outside the Territory by cable or otherwise; and
- (iv) by means of the internet (including via mobile apps) are effectively geo-blocked using an industry standard geo-filtering mechanism, with an accuracy of at least 95%, that checks the customer is accessing the service from inside the Territory before allowing the customer to view the Content.

5.3 Any transmissions of Content by Licensee which may be capable of reception outside the Territory due to Overspill (or, in respect of broadcasters within the European Economic Area (EEA), where Licensee may make subscriptions to its television channels available to residential only subscribers/customers in the EEA) shall not be directly promoted (or otherwise in any way actively marketed or sold) to persons residing outside the Territory.

5.4 In addition to the above, Licensee shall use effective geo-blocking and digital rights management technologies in respect of any transmissions of Content to ensure, so far as reasonably possible, that any person receiving or accessing any Content is prevented from:

- (i) forwarding any Event footage to any other person; or
- (ii) transferring or otherwise posting any Event footage on any electronic communications site or service (such as YouTube or live streaming sites) which can be accessed by third parties;

and shall ensure that any Event footage which is streamed is in an encrypted form that is only accessible (decrypted) through the control of the digital rights management system.

5.5 Licensor acknowledges and agrees that broadcasts of Content that are capable of reception and viewing on mobile devices in the Territory (**Mobile Service**) may be capable of being received and viewed outside the Territory by customers who subscribe to that Mobile Service in the Territory on the basis that they are resident in the Territory (**International Roaming Transmissions**) provided that:

- (i) Licensee shall use its reasonable endeavours to procure that each Mobile Service provider ensures that customers who subscribe to receive International Roaming Transmissions are only entitled to do so via a mobile device with a sim card registered to an address in the Territory; and
- (ii) the fact that any International Mobile Service is so available outside the Territory shall not be actively marketed or actively promoted by or with the authority of Licensee;

and Licensor agrees that, subject to the relevant provisos being complied with, the reception and viewing of Content outside the Territory in the manner described above shall not constitute a breach by Licensee of this Agreement. These provisions shall apply *mutatis mutandis* to Licensee and Licensor in respect of any mobile service provider appointed by Licensor or Event Organiser which operates outside of the Territory and whose customers may roam internationally inside the Territory.

5.6 Licensee acknowledges that transmissions of Event footage by officially licensed broadcasters outside of the Territory may be capable of reception inside the Territory due to Overspill or pursuant to Applicable Law. Licensor shall include in each such broadcaster agreement (and use reasonable endeavours to enforce) a provision that all transmissions of Event footage:

- (i) by means of DTH Delivery shall, if capable of being received inside the Territory using standard domestic or commercial premises satellite receiving equipment, be securely encrypted and that it shall not knowingly authorise or enable any person to receive or view an unencrypted signal for any such transmissions who is inside the Territory or who is otherwise not authorised to receive and/or view the same provided that Licensee acknowledges and agrees that there may be (a) limited decryption for short promotional periods and/or (b) limited clips of Event footage may be made available on news services which may be distributed on an unencrypted basis;
- (ii) where Transmitted by means of digital or analogue terrestrial television, such Overspill is de minimis;
- (iii) shall not be authorised for retransmission outside the relevant territory by cable or otherwise; and
- (iv) by means of the internet (including via mobile apps) are effectively geo-blocked using an industry standard geo-filtering mechanism, with an accuracy of at least 95%, that checks the customer is accessing the service from inside the relevant territory before allowing the customer to use any service upon which any Event footage is made available;

and Licensee agrees that such Overspill shall not constitute a breach by Licensor of this Agreement.

5.7 Licensee acknowledges that Licensor cannot guarantee protection in case of unauthorised use of audio-visual material related to Events by third parties.

## 6 PROVISION OF LIVE FEED AND ANCILLARY CONTENT

- 6.1 Licensor shall provide the timetable for each Season of the Competitions to Licensee promptly after it shall be generally released and shall promptly notify Licensee of any changes to such timetable from time to time. Licensor shall provide Licensee with scheduling and start time information for each live Event, together with information as regards any postponement, abandonment or re-scheduling of a live Event, where available, as soon as practicable before each relevant live Event.
- 6.2 Licensor shall notify Licensee of the relevant live Events comprising the Content and their date and commencement time promptly following Event Organiser agreeing the same with the relevant Domestic Broadcaster.
- 6.3 Licensee acknowledges and agrees that the respective Ultimate Rights Owner, and/or any such sports organisation may stage the Events at their discretion and shall retain full control over format and features of the Events, (e.g. dates and commencement times as well as Events selection and scheduling), at its discretion and shall retain full control over format and features of the Competitions, including all venues, sponsorship, advertising and promotion in relation therewith.
- 6.4 Licensor shall ensure that the Live Feed shall be made available to Licensee at the Access Point or elsewhere as may from time to time be agreed in writing.

6.5 Licensee acknowledges that, from time to time, for technical reasons beyond Licensor's reasonable control, there may be minor disruptions to the Live Feed which do not materially affect the quality or value of the transmission. Licensee agrees that Licensor shall not be deemed to be in breach of its obligations under this Agreement as a result of any such disruptions and accordingly that it will not be entitled to any adjustment in the Licence Fee (nor to any other right or remedy against Licensor) in respect of the same.

6.6 Unless agreed otherwise, all satellite costs, tape costs and any other technical charges shall be invoiced separately at then current rate card prices, and which shall be for the sole account of Licensee.

6.7 Licensee agrees that Licensor's obligations to Licensee in respect of the provision of Content hereunder shall cease upon delivery of the same to the relevant Access Point. Accordingly, access to such feeds and content and the onward relay and transmission of the same shall be at the sole cost and risk of Licensee.

## 7 COPYRIGHT AND INTELLECTUAL PROPERTY

7.1 Pursuant to this Agreement, Licensee shall have the non-exclusive right to use the Event Marks in connection with the promotion and advertising of the Rights, but not so as to constitute an endorsement of any good(s), service(s) or brand(s) or in connection with any third-party name, logo trademark, brand name, symbol or the like other than the Competitions comprising the Content and the Events played therein.

7.2 All right, title and interest in the Content and any Intellectual Property Rights subsisting in the same shall be and remain vested in the respective Ultimate Rights Owner. Licensee undertakes that, in the event that any right, title or interest in or to any of the Content or in or to the Event Marks (or any goodwill arising out of the use thereof) becomes vested in the Licensee (by the operation of law or otherwise), it shall hold the same in trust for the respective Ultimate Rights Owner and shall, at the demand of the respective Ultimate Rights Owner, forthwith unconditionally assign free of charge any such right, title, interest or goodwill to the respective Ultimate Rights Owner (or as the respective Ultimate Rights Owner may direct). In the event that Licensee fails to execute and deliver such assignment within thirty (30) days of any request in writing therefor from the respective Ultimate Rights Owner, the Licensee hereby irrevocably appoints and authorises the Licensor to execute the same on its behalf as its authorised agent but for such purpose only and no other.

7.3 In consideration of the grant of Rights to Licensee, Licensee with full title guarantee (save to the extent that such copyright is already owned by the Licensor and/or the respective Ultimate Rights Owner) hereby assigns to the Licensor (by way of a present assignment of future copyright) the entire copyright throughout the world in all recordings and other copies (in any form or medium) of the Content which are made by or with the authority of the Licensee pursuant to this Agreement to hold the same unto the Licensor absolutely for the full period of copyright in all such recordings and other copies (including all renewals and extensions of all periods of copyright therein).

7.4 If Licensee becomes aware of any unauthorised use or infringement of any intellectual property rights of the respective Ultimate Rights Owner or the Licensor, including (without limitation) any breach of any copyright or other intellectual property rights in the Events, it shall promptly notify Licensor in writing and shall co-operate in the prosecution of any actions brought by the respective

Ultimate Rights Owner and/or Licensor (in their discretion) in relation to any unauthorised use or infringement of any intellectual property rights of the respective Ultimate Rights Owner and/or Licensor and to promptly execute and provide to the respective Ultimate Rights Owner and/or Licensor all documentation and information as may be reasonably and properly required by the respective Ultimate Rights Owner and/or Licensor to prosecute the claim.

## **8 TERM AND TERMINATION**

8.1 This Agreement shall commence and be binding on the parties as of the date of the signature and shall continue, unless terminated by either party in accordance with the terms of this Agreement, until the end of the entire Exploitation Period.

8.2 Each party may (without prejudice to its other rights under this Agreement or at law) terminate this Agreement forthwith by notice in writing to the other if:

- (i) such other party is in material default or material breach of this Agreement (other than due to an Force Majeure Event), and such default or breach (if capable of remedy) has not been remedied to the reasonable satisfaction of the other party within fourteen (14) days (in the case of any other breach) of a written request so to do;
- (ii) such other party has been unable to perform all or any of its material obligations under this Agreement as a result of an Force Majeure Event for more than ninety (90) days; or
- (iii) such other party commits any act of bankruptcy or enters into any arrangement or compromise with its creditors or takes advantage of any laws relating to bankruptcy or insolvency (involuntary or otherwise).

8.3 The parties' rights to terminate this Agreement shall be without prejudice to the other rights and remedies it may have under this Agreement or at law.

## **9 CONSEQUENCES OF TERMINATION**

9.1 Upon expiry or earlier termination (for whatever reason) of this Agreement:

- (i) all rights, licences, permissions, consents and authorities (including, without limitation, the Rights) granted to Licensee hereunder shall immediately be revoked and cancelled and shall revert to Licensor;
- (ii) Licensee shall forthwith cease to exercise, use, and/or enjoy the Rights; and
- (iii) Licensee shall, at its own cost, forthwith surrender and deliver all Event footage and Archive to Licensor together with any and all copies thereof then in the possession, power, custody, or control, of Licensee, its representatives or agents. Alternatively, should Licensor so instruct, Licensee agrees to erase any recordings obtained by it or made by it promptly after the use permitted under this Agreement has been completed and, promptly after such erasure, Licensee shall deliver to Licensor a certificate confirming such erasure.

9.2 In the event of any lawful termination of this Agreement by Licensor under Clause 8, the Licensor shall be entitled to retain (without prejudice to any of its other rights and remedies) in full all amounts of the Licence Fees paid by the Licensee prior to the effective date of such termination, and (if and to the extent not paid prior to the date of such termination) all instalments of the Licence Fees shall immediately become due and payable and be paid to Licensor.

9.3 In the event of any lawful termination of this Agreement by Licensee under Clause 8, Licensor shall repay to Licensee any monies paid in advance.

9.4 Expiry or earlier termination of this Agreement for any reason shall be without prejudice to the rights and liabilities of either party which have accrued and been incurred prior to the date of expiry or, as the case may be, earlier termination of this Agreement and shall be without prejudice to any provision of this Agreement which is expressed, or which by implication is intended, to remain in full force and legal effect (notwithstanding expiration or earlier termination of this Agreement).

## 10 N/A

### 11 WARRANTIES AND INDEMNITY

11.1 Each of the parties warrants, represents and undertakes to the other party that it has all necessary rights, licences, permissions, authorisations, power and capacity to enter into this Agreement and to perform the obligations hereunder and, in so doing, is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.

11.2 Licensee further warrants, represents and undertakes to Licensor that:

- (i) it holds all necessary licenses, permissions or authorisations to operate the Designated Channel(s) and to make transmissions of the Content in the Territory on the same;
- (ii) the obligations imposed upon the Licensee under this Agreement shall be performed by the Licensee in accordance with their terms and such obligations are binding upon and enforceable against the Licensee in accordance with their terms;
- (iii) in its exercise of the Rights and the performance of its obligations, it will comply with all Applicable Law;
- (iv) it shall not make any broadcast or transmission of footage of any Event except during the Exploitation Period, in the Language only and on the Designated Channel(s) by the Permitted Means and for reception and viewing in the Territory in accordance with the terms of this Agreement;
- (v) its broadcasts of live Event Content shall be of a quality and standard generally expected of a leading broadcaster transmitting premium sports content;
- (vi) it will not do anything which may in any way damage the good name and reputation of the respective Ultimate Rights Owner, the Competitions, any Athlete, or the Licensor; and
- (vii) it shall indemnify and keep Licensor and the respective Ultimate Rights Owner fully indemnified from and against all liabilities, claims, actions, proceedings, damages and loss suffered, incurred or paid by either or both in consequence of or arising out of any breach or non-performance of all or any of the covenants, warranties, representations, obligations, undertakings or agreements on the Licensee's part contained in this Agreement.

11.3 Licensor further warrants, represents and undertakes to Licensee that it shall indemnify and keep Licensee fully indemnified from and against all liabilities, claims, actions, proceedings, damages and loss suffered, incurred or paid by as a consequence of or arising out of any breach of all or any of the covenants, warranties, representations on the Licensor's part contained in this Agreement.

## 12 LIMITATION OF LIABILITY

Unless otherwise expressly provided in this Agreement, and subject to mandatory statutory laws as applicable, either party's liability, whether under contract, tort, warranty, negligence, strict liability or other legal or equitable theory, shall exclude any special, punitive, incidental, indirect or consequential damages, including without limitation lost profits or lost revenues, and shall under no circumstances exceed in respect of all incidents and occurrences in each calendar year of the Exploitation Period the aggregate of all amounts of the Licence Fee which are payable by Licensee in that year.

## 13 FORCE MAJEURE

13.1 If either party is totally or partially prevented from performing any of its obligations under this Agreement as a result of Force Majeure Event the party prevented from performing its obligations under this Agreement by a Force Majeure Event shall (save only where and to the extent expressly set out to the contrary in this Agreement) have no liability in respect of its failure to perform such obligations from that date of such notice for so long as the Force Majeure Event shall continue provided that:

- (i) such party shall, throughout the duration of the Force Majeure Event, take all reasonable steps to mitigate the effects of the Force Majeure Event; and
- (ii) upon cessation of the Force Majeure Event, such party shall notify the other of such cessation.

13.2 The parties in particular agree that:

- (i) decisions of the relevant governing body for which the Licensor or relevant club or LOC is not liable under civil law (thereby acknowledging that neither the Licensor nor the relevant club or LOC are responsible for the behaviour of the attendees of the Events); and
- (ii) any and all circumstances that remain unchanged or will still happen as a consequence of the COVID-19 pandemic and which lead to a party being prevented from performing any of its obligations under this Agreement;

are deemed to be Force Majeure Events for the purpose of this clause.

13.3 The parties also agree that a lack of funds, whatever the cause, is not a Force Majeure Event in relation to the Licensee and therefore can never entail the application of this clause.

13.4 If performance by either party of such party's obligations under this Agreement is only partially affected by the Force Majeure Event, such party shall at the other party's sole option nevertheless remain liable for the performance of those obligations not affected by the Force Majeure Event.

13.5 To the extent that a party is prevented from any of its obligations under this Agreement and the performance of this obligation cannot be rendered at a later time, the parties shall use best efforts to agree on a compensation, such as an extension of the rights package after the discontinuation of the Force Majeure Event. If a compensation is not feasible or an agreement on

a compensation cannot be reached, the obligation to pay the proportion of the Licence Fee attributable to the performance that has not been rendered ceases to exist. In case the proportion of the Licence Fee attributable to the performance that was not rendered has already been paid, the Lessor shall reimburse such proportion once it is ascertained whether and to which extent it is definitely prevented from fulfilling an obligation under this Agreement.

#### 14 NOTICES

Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be sent by hand, recorded delivery, e-mail or special courier service to the address referred to in the Agreement (and to such person as may be notified in writing from time to time by the relevant party to the other party).

Any notice shall be deemed to have been served:

- (i) if delivered by hand, at the time and date of delivery;
- (ii) if sent by recorded delivery, at the appropriately recorded time and date; or
- (iii) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

#### 15 GENERAL

15.1 Lessor and Licensee agree to exhibit the utmost good faith to the other in giving effect to the terms of this Agreement and hereby undertake to perform, and to procure the performance by other persons of, all such acts as may be required to give effect to the import or intent of this Agreement and to refrain, and procure that other persons will refrain, from performing acts which are in conflict therewith, to the extent that this may depend on such party and be within its competence and power.

15.2 The rights, duties, obligations and liabilities of the parties shall be limited to those rights, duties, obligations and liabilities arising from this Agreement. Nothing in this Agreement shall be construed as creating a corporate partnership and/or joint venture whatsoever between the Lessor and Licensee or as limiting the powers or rights of any party hereto to carry on its separate business for its sole benefit. Lessor and Licensee shall act as independent contractors in the performance of this Agreement and each party shall be responsible for all actions of its staff and shall continue to be responsible in all ways for its own obligations as employer of its employees. Nothing in this Agreement shall be construed or interpreted as to confer right, power, or authority to Licensee to bind or make any commitment on behalf of the Lessor and/or to act or represent itself, as representative or employee of, or to bind or incur liability for the Lessor.

15.3 Unless otherwise specified under this Agreement, Licensee shall **not assign, sublicense or otherwise dispose of** any of its rights or obligations under this Agreement. Should the agreement between the respective Ultimate Rights Owner and Lessor terminate during the Exploitation Period for any reason and if the respective Ultimate Rights Owner at its discretion elects, upon written notice to Licensee, this Agreement shall be novated such that with effect from the date of service of such notice, this Agreement shall be deemed entered into between the respective Ultimate Rights Owner and Licensee and (i) all obligations of Licensee under this Agreement from such date shall be owed to the respective Ultimate Rights Owner instead of Lessor and (ii) all obligations of Lessor under this Agreement shall be performed by the respective Ultimate Rights Owner.

15.4 Lessor and Licensee agree that they have not relied on any representation or warranty not contained in this Agreement in entering into this Agreement and all such warranties as may be implied by law are hereby excluded to the fullest extent permissible under the law.

- 15.5 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous arrangement between the parties relating to the subject matter of this Agreement.
- 15.6 No modification or variation of this Agreement (or any document entered into pursuant to or in connection with this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Agreement.
- 15.7 No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any subsequent exercise in law, equity or otherwise.
- 15.8 All rights, remedies and powers conferred upon the parties are cumulative and shall not be deemed to be exclusive of any other rights, remedies or powers now or subsequently conferred upon them by law or otherwise.
- 15.9 If any provision contained in this Agreement is finally determined by any court, tribunal or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, and the provision in question is not of a fundamental nature to the Agreement as a whole, the legality, validity or enforceability of the remaining provisions hereof (or portions of such provisions) shall not be affected and shall remain in full force and effect and this Agreement shall be construed as if such illegal, invalid or unenforceable provision had not been contained therein.

## **16 COMPLIANCE**

Licensor and Licensee both represent and warrant to the other on behalf of itself and its employees, agents, representatives, affiliates and any person or entity who performs services on behalf of that party that:

- (i) it has not, prior to the date of this Agreement, bribed or attempted to bribe any party in order to secure any business from the other party;
- (ii) it is familiar with and will abide by the anti-bribery and anti-money laundering laws in all of the countries in which it is incorporated or established and in which it does business;
- (iii) it will not take or knowingly permit any action to be taken that would cause the other party to be in violation of any anti-bribery or anti-money laundering laws, including but not limited to, the Bribery Act 2010 and the US Foreign Corrupt Practices Act, as they may be amended from time to time;
- (iv) it will establish and at all times maintain and implement such anti-bribery policies and procedures as may be required to ensure that it prevents bribery or attempted bribery taking place; and
- (v) without prejudice to the generality of the above, it will at all times during the Exploitation Period comply with all applicable laws pertaining to trade and financial sanctions, and that it will not use the funds to be provided under this Agreement for any activity which is prohibited under any other applicable sanctions laws or make available any funds received under this Agreement to any person, entity or body which is designated by any applicable sanctions laws as the target of an asset freeze.