

EBU Member Confirmation of Media Rights [REDACTED] et seqq.

This EBU Member Confirmation of Media Rights is made on 9 January 2025

(the "Rights Confirmation")

THE EUROPEAN BROADCASTING UNION

L'Ancienne-Route 17A
1218 Le Grand-Saconnex, Geneva
Switzerland

(the "EBU")

Ceska Televize

Kavci Hory
PRAHA 4
Czech Republic

(the "Licensee")

Hereinafter collectively referred to as the "Parties" or individually as the "Party".

WHEREAS:

- A. The [REDACTED] whose principal place of activity is situated at Olympiastrasse 10, 6020 Innsbruck, Austria ([REDACTED]) is the sole and exclusive organiser in and of the [REDACTED] competitions to be held in [REDACTED] during the Term except for certain [REDACTED]. Further to an agreement with [REDACTED] granted [REDACTED] the authority to negotiate and conclude agreements for the exploitation of Electronic Media Rights in relation to such Competitions. As such, [REDACTED] has the sole and exclusive power to authorise exploitation of the Electronic Media Rights for the Competitions (as hereinafter defined).
- B. EBU has been granted the Electronic Media Rights for the seasons [REDACTED] by means of a media rights agreement dated [REDACTED] (the "Agreement", attached hereto as Schedule 1 without financials and to the extent applicable to the Licensee) as extended for the seasons [REDACTED] (three seasons) by means of an amendment agreement dated [REDACTED] (the "Extension Agreement", attached hereto as Schedule 2 without financials and to the extent applicable to the Licensee. The Agreement and the Extension Agreement shall hereinafter be referred to as the "Media Rights Agreement") in respect of the Competitions which have been acquired by EBU by means of a joint acquisition in the

- All capitalised expressions used in this Rights Confirmation shall have their respective meanings defined herein or in the Media Rights Agreement unless the context expressly requires otherwise.

1. COMPETITION(S)

"Competition(s)" means, as the context requires, any or all of the competitions/races taking place in the territory of [REDACTED] points

and there is a winner's ceremony regardless of the time at which it takes place.

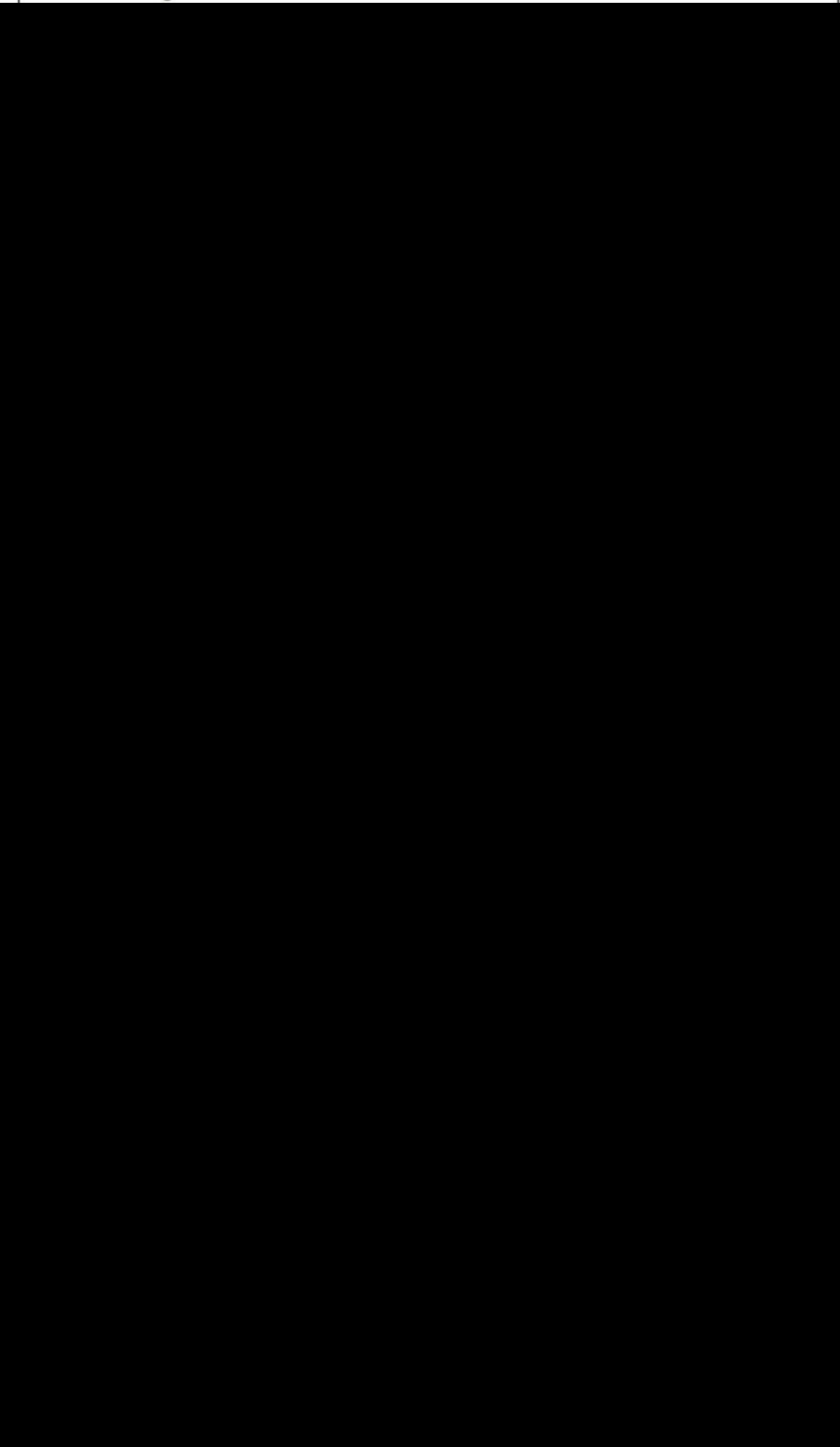
The EBU will make its best efforts to deliver the Expected number of Competitions ("Basic Package") described in Schedule 1. Should any additional competitions ("Additional Competitions") be requested by the Licensee, the additional financial contribution per competition from the Licensee is subject to the Rate card described in Clause 8 further below.

The License Fee is calculated based on the Expected number of Competitions set out in Schedule 1. In case of an under-delivery in the Basic Package during one season, the number of competitions shall be compensated with replacing competition(s) in the same discipline during the Term (good faith discussion). If the Licensee refuses the replacing competition(s), there shall be no reduction of the License Fee.

	<p>██████ shall use reasonable efforts to procure that FIS will confirm the specific FIS World Cup venue allocation for each season at the latest by 30 September of each year during the Term.</p> <p>The EBU will make its best efforts to deliver additional Competitions exceeding the Expected number of Competitions described in Schedule 1.</p>
2. ELECTRONIC MEDIA RIGHTS / EXCLUSIVITY	<p>In accordance with this Rights Confirmation, the Reserved Rights referred to in Clause 10 below and all applicable laws and regulations, the EBU hereby grants to the Licensee the following Electronic Media Rights to the Competitions during the Term for exercise on a free and/or pay TV basis in the Territory and in the Language:</p> <p>2.1 the exclusive transferable Television Right;</p> <p>2.2 the non-exclusive Radio Right;</p> <p>2.3 the non-exclusive Data Rights;</p> <p>2.4 the non-exclusive Archive Rights,</p> <p>(collectively the "Electronic Media Rights").</p>
3. TERM	<p>The term of this Rights Confirmation commences on ██████████ and shall include the ██████████ and shall, unless the Electronic Media Rights Agreement is terminated by the EBU or ████████ in accordance with Clause 8 of the Media Rights Agreement, expire on ██████████</p>
4. TERRITORY	<p>Czechia.</p> <p>The Licensee undertakes to secure by state-of-the-art technical means (including access control, geo-blocking, DRM solutions etc.) that Licensee transmissions/broadcasts of the Competitions cannot be received outside the Territory.</p> <p>Unintentional overspill (i. e. Licensee broadcasts/transmissions which are intended for reception within the Territory but may be received outside the Territory due to the inherent capability of satellites to beam down signals which are not confined to territory boundaries or terrestrial broadcast in border regions, broadband users to evade geo-blocking security measures and mobile signals to overlap territorial boundaries), however, shall not be deemed a breach of this Clause 4. Vice versa, the Licensee agrees that unintentional overspill of other licensees of EBU (from outside of the Territory, i. e. their broadcasts/ transmissions being capable of being received inside the Territory), shall not be deemed a breach of the Licensee's rights either and shall not entitle the Licensee to any claim (including, damages, refunds etc.) whatsoever.</p> <p>Notwithstanding the foregoing, in the relationship between the Licensee and other EBU Members, the EBU Rules on Sharing of Transmission under Eurovision Sport Agreements as set out in the EBU Sports Rights Acquisition Rules and Procedures apply.</p>

5. LANGUAGE	All local languages in the Territory.
6. MINIMUM BROADCAST GUARANTEES	<p>Subject to the scheduling of the Competitions and subject to applicable laws (e.g., editorial freedom), the Licensee guarantees to broadcast a minimum of [REDACTED]</p> <p>For the sake of clarity, it means a guarantee to broadcast a minimum of [REDACTED]. In addition, the Licensee will use reasonable efforts to cover the Competitions via livestreaming in full length on its online offer.</p> <p>[REDACTED]</p>
7. SUBLICENSING	<p>The Licensee shall be entitled to sub-licence the Electronic Media Rights in accordance with the terms and conditions set out in the Media Rights Agreement, subject to EBU's and [REDACTED] prior written approval (save for highlights, news and news access rights) and the following terms and conditions:</p> <ul style="list-style-type: none"> the Licensee shall at all times be primarily responsible for the delivery of the Minimum Broadcast Guarantees in the Territory and the acts and omissions of all sub-licensees and nothing in this Rights Confirmation shall release the Licensee from any liability in respect of any breach by any sub-licensee of their obligations set out in this Rights Confirmation; each sub-licence with each sub-licensee shall reproduce (mutatis mutandis) all of the terms, conditions and restrictions contained in this Rights Confirmation (including, for the avoidance of doubt, the Media Rights Agreement) and the Licensee shall procure that each sub-licensee fully observes and complies with all such terms and conditions; each sub-licence agreement shall contain provisions confirming that the sub-licensee shall not be entitled to grant further sub-licences other than as expressly agreed by EBU; and upon request from EBU or [REDACTED] the Licensee shall provide EBU and/or [REDACTED] with a copy of the sub-licensing agreement without financial details.
8. LICENCE FEE / PAYMENT SCHEDULE	<p>8.1 In consideration of the grant by the EBU of the Electronic Media Rights, the Licensee shall pay to EBU the net sum of hundred and [REDACTED] Euros (EUR [REDACTED]) (the "Licence Fee") for the Expected number of Competitions</p>

	<p>according to Schedule 1 (Basic Package). The Licence Fee shall be payable in accordance with the Payment Schedule set out in Clause 8.3 below and shall be made free and clear and without deductions based on any currency control restrictions, import duties or withholdings.</p> <p>8.2 In the event Licensee requests Additional Competitions than the Expected number of competitions indicated in Schedule 1, the following Rate card shall apply per Additional Competition:</p> <div style="background-color: black; width: 100%; height: 100px; margin: 10px 0;"></div> <p>For the sake of clarity, any Additional Competition shall be requested by Licensee. For the sake of clarity, any Additional Competition is subject to availability of the requested Competition.</p> <p>8.3 In the event any [REDACTED]</p> <div style="background-color: black; width: 100%; height: 50px; margin: 10px 0;"></div> <p>[REDACTED] competitions, subject to availability.</p> <p>8.4 "Payment Schedule": The Licence Fee shall be payable as follows:</p> <table border="1" style="margin: 10px auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th><th style="width: 70%; text-align: center;">CZCT</th></tr> </thead> <tbody> <tr><td style="text-align: center;">28.04.2025</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">01.11.2025</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">01.01.2026</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">01.02.2026</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">01.11.2026</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">01.01.2027</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">01.02.2027</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">TOTAL</td><td style="background-color: black;"></td></tr> </tbody> </table> <p>the "Due Dates"), subject to receipt by the Licensee of the corresponding invoice from EBU at least thirty (30) days before the relevant Due Date.</p> <p>In case of Additional Competition(s) and/or selected competition(s) of [REDACTED] requested by Licensee during the Term, the last instalment of the relevant season will be increased accordingly.</p>		CZCT	28.04.2025		01.11.2025		01.01.2026		01.02.2026		01.11.2026		01.01.2027		01.02.2027		TOTAL	
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TOTAL																			
<p>9. TECHNICAL FEE</p>	<p>Technical costs are not included in neither the Licence Fee nor the Additional Fee and shall be payable as per applicable rate cards to be provided by EBU to the Licensee in due time. EBU shall make</p>																		

	its best efforts to provide a cost efficient signal transfer solution, if available.
10. RESERVED RIGHTS	<p>Without prejudice to the exclusive nature of Electronic Media Rights granted under this Rights Confirmation, the Licensee acknowledges and agrees that [REDACTED] shall be entitled to the reserved rights:</p> 

	<p>10.5 [REDACTED] day within the Territory, for inclusion in any sports magazine or sports anthology programmes, documentaries, motion pictures or similar, provided that such broadcast shall not take place any earlier than twenty-four (24) hours after the end of the applicable Competition.</p> <p>[REDACTED]</p> <p>All Electronic Media Rights not expressly granted to the Licensee hereunder are excluded and retained by [REDACTED] and/or EBU and the Licensee acknowledges and accepts that [REDACTED] and/or EBU may at their discretion either exercise any such rights themselves or authorize any third party to exercise any such rights, whether in the Territory or otherwise.</p>
<p>11. SPECIFIC CONDITIONS</p>	<p>Notwithstanding the exclusivity of certain of the Electronic Media Rights granted hereunder, the Licensee agree to a parallel pan-European live-transmission on Eurosport in the Territory. Any other parallel live-transmission instead of Eurosport shall be subject to the Licensee prior approval, not to be unreasonably withheld.</p>

MISCELLANEOUS

1. Confidentiality

Neither Party nor any of its employees shall divulge to any third party (other than affiliated companies or in the case of EBU, to its affiliates and [REDACTED] or their agent or financial or legal advisers) any of the terms of this Rights Confirmation without the express written permission of the other, save as may be necessary in order to comply with any legal or regulatory requirements; EBU acknowledges that the CT shall be entitled to make this Agreement accessible to the general public to the extent that it is a legally binding requirement of Czech law only and provided always that the provisions in this Agreement that are highlighted in yellow shall be redacted from any such publication on the basis of the confidentiality of such provisions.. This Clause shall survive the expiry or termination of this Rights Confirmation.

2. Entire Agreement and written Form

This Rights Confirmation (together with its Schedules which form an integral part of this Rights Confirmation) represents the entire agreement between the Parties in relation to the collaboration/cooperation described herein. This Rights Confirmation replaces all written and/or oral agreements between the Parties relating to the subject matter of this Rights Confirmation and supersedes all previous understandings, negotiations and proposals as to such subject matter.

3. Severability

If any provision contained in this Rights Confirmation is held for any reason to be unenforceable or void under the applicable laws and regulations of the Territory or Switzerland, the validity of the remaining provisions hereof shall not be affected and shall remain in full force and effect, and this Agreement shall be construed as if such unenforceable provisions had not been contained therein, and the Parties shall negotiate in good faith to replace any unenforceable provision by such enforceable provision as has effect nearest to that of the provision being replaced.

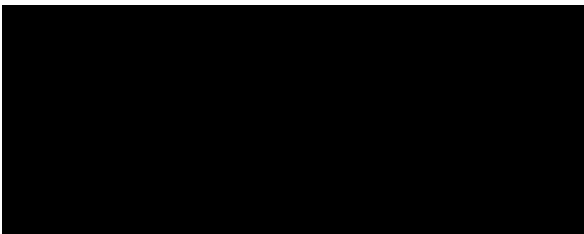
4. Applicable Laws and EBU Rules, Dispute Resolution

The Electronic Media Rights have been acquired by EBU by means of a joint acquisition in the framework of Eurovision, and the Statutes of the EBU, the EBU Code of Finance and the EBU Sports Rights Acquisition Rules and Procedure fully apply to the grant of Electronic Media Rights by EBU to the Licensee under this Rights Confirmation.

The interpretation, construction and effect of this Rights Confirmation shall be governed in all respects by the laws of Switzerland. Where a claim or dispute arising out of or in connection with this Rights Confirmation, including any question regarding its existence, validity or termination, is not settled by negotiation, the EBU Sport Presidency shall be entitled to suggest an appropriate remedy or sanction, unless a conflict of interests exists, in which case the concerned party / member of the EBU Sport Presidency must recuse himself/herself.

If the mediation procedure described above does not resolve the dispute, either Party may proceed with arbitration by written notice to the other Party. In the event that a Party proceeds with arbitration, any claim or dispute arising out of or in connection with this Rights Confirmation, including disputes on its conclusion, binding effect, amendment and termination, shall be resolved, to the exclusion of the ordinary courts in accordance with the Rules of Arbitration for the time being in force of the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. A three-person arbitral tribunal shall be appointed, one (1) arbitrator to be appointed by each party and the third by the appointed arbitrators in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. The decision of the arbitral tribunal shall be final and binding on the Parties. Each Party bears its own costs.

**ON BEHALF OF THE EUROPEAN
BROADCASTING UNION**



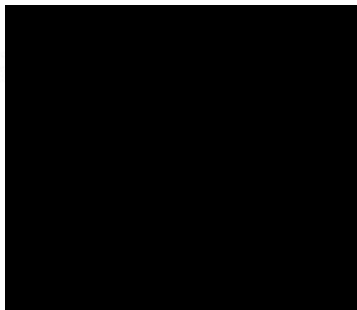
Name: Robert Portman
Title: Head of Winter Sport
Date: 9 January 2025

ON BEHALF OF Czech Television



Name: Michal Fila
Title: Deputy general director, Director of Corporate Services
Date:

22 -05- 2025



**Expected number of Competitions per season****Expected number of Competitions during the Term**

Basic Package	Expected
Alpine Men (Kitzbühel)	3
Alpine Women *	4
4-Hills Tournament Men	2
Snowboard **	6

Basic Package	Expected
Alpine Men (Kitzbühel)	9
Alpine Women *	12
4-Hills Tournament Men	6
Snowboard **	18

Depending on Competitions allocation/season:

* To be chosen, if available, from: Semmering, Lienz, St Anton and Flachau

** To be chosen, if available, from: Montafon, Bad Gastein and Reiteralp

SCHEDULE 2



SCHEDULE 3

