

2018 FIFA WORLD CUP™
PRELIMINARY COMPETITION
MEDIA AND MARKETING REGULATIONS

PREAMBLE: PURPOSE OF THE REGULATIONS

- 1.1 Format of the Competition: The 2018 FIFA World Cup Russia™ will comprise two (2) distinct phases: the Preliminary Competition and the Final Competition. These Media and Marketing Regulations shall govern (i) the manner in which all commercial rights relating to the Preliminary Competition may be exploited, and (ii) the manner in which these rights are protected for the benefit of FIFA and the Participating Member Associations. These Media and Marketing Regulations shall not apply to the Final Competition, as the Final Competition will be governed by separate Media and Marketing Regulations.
- 1.2 Purpose of these regulations: In view of the prize money paid to the Member Associations qualifying to participate in the Final Competition of the 2018 FIFA World Cup Russia™ and in view of FIFA's Financial Assistance Programme and its financial contributions to the Confederations, it is important to recognise that the distribution of such substantial sums is only made possible by the continuing support provided for the FIFA World Cup™ by its official sponsors and broadcasters. Because these official sponsors and broadcasters have paid significant amounts of money for the rights they have acquired, FIFA has established these Media and Marketing Regulations to ensure that all Participating Member Associations, the Confederations or third parties appointed by the Participating Member Associations (i) only engage in the correct and consistent exercise of the commercial rights relating to the Preliminary Competition as a collective whole and all Preliminary Competition Matches in full compliance with these Media and Marketing Regulations and further guidelines or decisions by FIFA in relation to the Preliminary Competition, and (ii) participate fully in protecting the Competition's commercial rights. Ultimately, the proper implementation of these Media and Marketing Regulations will be of direct benefit, not only to the Participating Member Associations, but to all Member Associations and the sport of association football.

PART A: GENERAL

OWNERSHIP AND PROTECTION OF RIGHTS

2. Introduction

2.1 Ownership of rights: In accordance with the Competition Regulations, all Participating Member associations have submitted to the FIFA general secretariat the completed official entry form for the Competition. Subject to the terms and conditions set forth in these Media and Marketing Regulations, any and all Media Rights, Marketing Rights, intellectual property rights and all other commercial or other rights and opportunities (including any title and interest in, and to, the Competition or the respective part thereof), whether currently existing or created in the future, shall be exclusively and solely owned and controlled, on a worldwide basis

- (i) by FIFA as the founder of the FIFA World Cup™ and as the world governing body of association football as well as based on its organisational, logistical and financial contributions, roles and responsibilities, in relation to
 - a. the Final Competition, including all Final Competition Matches and any Competition-related events;
 - b. the Preliminary Competition as a collective whole and those parts of the Preliminary Competition played by all members of a Confederation which have submitted to the FIFA general secretariat the completed official entry form for the Competition, including the Preliminary Draw;
- (ii) by FIFA in relation to any Preliminary Competition Matches hosted and staged by, or under the auspices of, FIFA or the competent Confederation on a neutral venue upon decision by FIFA or the competent Confederation, not being considered a Preliminary Competition Home Match of either of the two Participating Member Associations. For the avoidance of doubt, this shall not apply to Preliminary Competition Matches which are played on a neutral venue that are considered to be a Preliminary Competition Home Match of either of the two Participating Member Associations; and
- (iii) by each Participating Member Association in relation to all its Preliminary Competition Home Matches.

The respective owner of such rights and opportunities as set forth above is entitled to retain all revenues derived from the exploitation of any such Media Rights, Marketing Rights, intellectual property rights and all other commercial and other rights and opportunities, whether currently existing or created in the future.

2.2 Basic principle: Unless authorised by FIFA in writing or permitted under these Media and Marketing Regulations, no third party, including a Confederation, may

- (i) do anything which gives rise to any association between such third party and the Competition (including the Preliminary Competition as a collective whole and those parts of the Preliminary Competition played by all members of a Confederation which have submitted to the FIFA general secretariat the completed official entry form for the Competition) and/or FIFA;
- (ii) do anything which directly or indirectly exploits the goodwill associated with the Competition or single phases of the Competition or with FIFA; or

- (iii) exploit in a centralised manner all Media Rights, Marketing Rights, intellectual property rights and/or all other commercial or other rights and opportunities, or parts of such rights and opportunities, in all Preliminary Competition Matches as a collective whole or in those Preliminary Competition Matches played by all members of a Confederation which have entered the Competition.

The exclusive rights and opportunities owned by each Participating Member Association in relation to all its Preliminary Competition Home Matches as set forth in Section 2.1 (iii) of these Media and Marketing Regulations above shall remain unaffected from the above basic principle.

- 2.3 PMA cooperation: As a general principle, but remaining subject to what is set out below, all Participating Member Associations must strictly comply with the terms and conditions outlined below in these Media and Marketing Regulations in relation to the participation of their PMA Teams in the Preliminary Competition. The Participating Member Associations are also fully responsible for the full compliance with these Media and Marketing Regulations by their Team Delegation Members. All Participating Member Associations shall furthermore use reasonable efforts, by means of legal and other measures, to support FIFA in preventing and stopping any unauthorised exploitation by the PMA Affiliates, the Confederation of which the Participating Member Association is a member, or any third party contracted to the Participating Member Associations of the Media Rights, Marketing Rights, intellectual property rights and all other commercial or other rights and opportunities owned by FIFA.

Participating Member Associations shall immediately notify their PMA Affiliates and further contracted third parties of the content of these Media and Marketing Regulations and shall immediately notify FIFA, in writing, of any non-compliance by their PMA Affiliates and/or third parties contracted to the Participating Member Associations with these Media and Marketing Regulations.

- 2.4 Transfer of rights: To the extent that any local or national laws or regulations may result in any rights in relation to
 - (i) the Preliminary Competition as a collective whole and/or those parts of the Preliminary Competition played by all members of a Confederation which have submitted to the FIFA general secretariat the completed official entry form for the Competition, or
 - (ii) any Preliminary Competition Matches hosted and staged by, or under the auspices of, FIFA or the competent Confederation on a neutral venue upon decision by FIFA or the competent Confederation which are not considered a Preliminary Competition Home Match of either of the two Participating Member Associations,

being owned or controlled by any Confederation or Participating Member Association (whether by virtue of the hosting or organisation of any Preliminary Competition Match or otherwise), the relevant Confederation or Participating Member Association hereby unconditionally assigns and/or transfers to FIFA any and all such rights in perpetuity for FIFA's unfettered exploitation, and waives any and all claims to exercise and/or exploit such rights itself or to grant to any third party the right to exercise such rights.

- 2.5 Transfer of rights – stadiums: Each Participating Member Association contracting with any stadium operator to host a Preliminary Competition Match shall ensure that all agreements entered into by the Participating Member Association, or a third party, with any stadium

operator, provide for FIFA's unfettered utilisation of any Media Rights, Marketing Rights, or any other commercial or other rights owned by FIFA in relation to the Preliminary Competition and/or the relevant Preliminary Competition Match(es).

2.6 PMA Marks: To assist with the implementation of these Media and Marketing Regulations, subject to the terms and conditions set forth below, each Participating Member Association hereby assigns to FIFA the right to use and/or the right to sub-license the right to use, until the end of the calendar year during which the Final Competition is staged, any of the PMA Marks in connection with the participation of the Participating Member Association in the Preliminary Competition.

FIFA's right to use and/or to sub-license the right to use the PMA Marks shall be non-exclusive and limited to the following purposes:

- (i) any editorial, non-commercial use by FIFA;
- (ii) the filming, recording and broadcasting of the Preliminary Competition Matches for mere editorial use in any media and any use of Media Rights granted to FIFA under these Media and Marketing Regulations;
- (iii) the promotion of the Competition (but for the avoidance of doubt, not in connection with Commercial Affiliates); and
- (iv) use in electronic or print publications related to the Competition.

The right to use the PMA Marks for the purpose of the filming, recording and broadcasting of the Preliminary Competition Matches in any media and any use of Media Rights granted to FIFA under these Media and Marketing Regulations shall be granted until the end of 2021.

In any case, FIFA shall not apply any variations of modifications to the official version of the PMA Marks as determined by each Participating Member Association and shall not use any PMA Marks in any manner which

- (i) would imply that any Participating Member Association endorses a product or brand of any commercial entity, including any Commercial Affiliate;
- (ii) is deceptive or misleading;
- (iii) compromises or reflects unfavourably upon the good name, goodwill, reputation, political or religious impartiality and image of the Participating Member Association; or
- (iv) might jeopardise or limit the Participating Member Association's proprietary interests in the PMA Mark.

2.7 Team Delegation consent: To assist with the implementation of these Media and Marketing Regulations, each Participating Member Association shall, subject to the terms and conditions set forth below, use its best efforts to secure the consent from, and assistance by, each Team Delegation Member, including their consent to FIFA's right to use and/or FIFA's right to sub-license the right to use, until the end of the calendar year during which the Final Competition is staged, any of their records, names and images (including any still and moving representation thereof), which may appear or be generated in connection with the participation of the Team Delegation Members in the Preliminary Competition.

FIFA's right to use and/or to sub-license the right to use the records, names and images (including any still and moving representation thereof), which may appear or be generated in connection with the participation of the Team Delegation Members in the Preliminary Competition, shall be non-exclusive and limited to the following purposes:

- (i) any editorial, non-commercial use by FIFA;
- (ii) the filming, recording and broadcasting of the Preliminary Competition Matches in any media of the Media Rights granted to FIFA under these Media and Marketing Regulations;
- (iii) the promotion of the Competition (but for the avoidance of doubt, not in connection with Commercial Affiliates);
- (iv) use in electronic or print publications related to the Competition.

The right to use any of the records, names and images of the Team Delegation Members for the purpose of the filming, recording and broadcasting of the Preliminary Competition Matches in any media, and any use of the Media Rights granted to FIFA under these Media and Marketing Regulations shall be granted in perpetuity.

- 2.8 Further FIFA competitions: To assist the exploitation of future editions of the FIFA World Cup™, including the preliminary competitions of future editions of the FIFA World Cup™, to create added value for both FIFA and the Participating Member Associations and to increase the financial contributions to all Member Associations, FIFA may modify the Media and Marketing Regulations relating to the exploitation of Media Rights and/or Marketing Rights to such future editions of the FIFA World Cup™.

3. Competition Marks

- 3.1 Ownership of Competition Marks: FIFA is and remains the sole owner of all the Competition Marks, and retains the sole right to develop any marks, logos and symbols for and/or in connection with the Competition (including each phase of the Competition).
- 3.2 No development of competitive marks: To (i) ensure consistency in the "look and feel" of the entire Competition, and (ii) to prevent and/or arrest any instances of Competition-related Ambush Marketing by PMA Affiliates or by third parties, each Participating Member Association must not develop, use, register, adopt, or create and shall use reasonable efforts to ensure that neither any of its PMA Affiliates, nor any third party contracted to a Participating Member Association, develops, uses, registers, adopts, or creates, any mark, logo or symbol which refers to the Competition or any phase of the Competition, or which is – in FIFA's reasonable opinion – confusingly similar to, is a colourable imitation of, is a derivation of, or which unfairly competes with, the Competition Marks.

In particular, each Participating Member Association agrees to refrain from, and shall use reasonable efforts to ensure that its PMA Affiliates refrain from, the development, use or registration of, any name, logo, trademark, indicia, brand name, symbol, service mark or other mark (whether registered or unregistered) or designation which may be inferred by the public as identifying with FIFA, any phase of the Competition, or the 2018 FIFA World Cup Organising Committee Russia, including the words "World Cup", "Mundial", "FIFA", "Coupe du Monde", "Copa do Mundo", "Copa del Mundo", "WM" or "Weltmeisterschaft", as well as "Qualifiers", "Eliminatorias", "Preliminary Competition" or "Qualification Competition" (or any other term used in any language which, in FIFA's reasonable opinion, is capable of identifying the Competition or any phase of the Competition), or the development, use or

registration of any dates in connection with the name of the host country, venue or host city of the Final Competition, or any similar indicia or derivation of such terms or dates in any language.

- 3.3 No challenge to Competition Marks. Each Participating Member Association undertakes not to oppose itself, and shall use reasonable efforts to ensure that none of its PMA Affiliates oppose, any of the trademark or copyright applications filed by FIFA, Commercial Affiliates or other affiliates authorised by FIFA, nominees or licensees in respect of the Competition Marks, or seek to cancel any such registrations held by FIFA. No Participating Member Association may in any way challenge, or apply for any copyright, trademark, or patent protection, or domain name registration, in respect of the Competition Marks which would adversely affect FIFA's proprietary interests in the Competition Marks. In the event that any PMA Affiliate opposes any trademark or copyright application filed by FIFA or any affiliate, nominee or licensee of FIFA in respect of the Competition Marks, the relevant Participating Member Association shall use reasonable efforts to ensure, and take reasonable measures as required by FIFA to ensure, that the relevant entity immediately desists from such activity. The provisions of this Section 3.3 do not apply where a Competition Mark includes an intellectual property right belonging to a Participating Member Association (or PMA Affiliate) which was registered prior to the publication of these Media and Marketing Regulations.

4. Ambush Marketing prohibition and further infringements

- 4.1 Anti-infringement undertaking: The commercial value of the Competition (and the value of any commercial rights to the Competition) may be substantially diminished if any PMA Affiliate or any third party contracted to a Member Association engages in any Ambush Marketing activity. FIFA's ability to deliver its financial contributions to its Member Associations, and to deliver prize money to the Participating Member Associations, may be substantially diminished by Ambush Marketing activities. Each Participating Member Association is therefore required to reasonably support FIFA to prevent that its PMA Affiliates or further contracted third parties (i) directly or indirectly become (or seek to become) associated with FIFA, the Competition, or any other competition or event organised by, or under the auspices of, FIFA, (ii) exploit the goodwill of the Competition, FIFA, or any other competition or event organised by, or under the auspices of, FIFA, and (iii) do not comply with the provisions of these Media and Marketing Regulations regarding the use of the Competition Marks.
- 4.2 Notification to Participating Member Associations: In accordance with current practice, FIFA will notify a Participating Member Association if any of its PMA Affiliates, or any third party contracted to the Participating Member Association, is conducting any activity which, in FIFA's reasonable opinion, constitutes a violation of these Media and Marketing Regulations, including but not limited to the following violations:
- (i) an infringement of FIFA's intellectual property rights; or
 - (ii) an unauthorised competition, sweepstake or other advertising or promotional activity involving the use, purporting to involve the use, or which could reasonably be understood to involve the use, of Final Competition tickets; or
 - (iii) an infringement of the restrictions on the activities of the PMA Affiliates as described in these Media and Marketing Regulations; or
 - (iv) any other Ambush Marketing activity.

- 4.3 Scope: The provisions of Sections 4.1 and 4.2 above apply even if the infringing activities are not directly connected with the relevant PMA Affiliate's association with the Participating Member Association.
- 4.4 Cessation of Ambush Marketing activity: Following written notification by FIFA of any Ambush Marketing activity or any further violation by any PMA Affiliate or any third party contracted to a Member Association, each Participating Member Association will reasonably support FIFA, and take appropriate measures to ensure, that the relevant PMA Affiliate or contracted third party immediately ceases and desists from such activity and that such PMA Affiliate or third party provides FIFA with written undertakings agreeing to immediately cease and desist from, and in the future to refrain from, any Ambush Marketing activity or further violation of these Media and Marketing Regulations. This provision also applies when the Ambush Marketing activity is conducted by the PMA Affiliate itself or any of its affiliated or group companies.

PART B: PRELIMINARY COMPETITION

MEDIA RIGHTS **AT PRELIMINARY COMPETITION MATCHES**

- 5.1 Programming of Preliminary Competition Match rights: If any Participating Member Association broadcasts and/or transmits, or wishes to license the right to broadcast and/or transmit, via any media, any moving image of its Preliminary Competition Home Matches (i.e. on a live and/or delayed basis, in full length or in part), on a stand-alone basis or for use in any Collective Highlights Programming, it shall use reasonable endeavours to secure (or require the licensee to secure) that it, or the entity broadcasting and/or transmitting the relevant programming, shall in such programming:
- (i) at all times use the full official title of the Preliminary Competition ("2018 FIFA World Cup Russia™ Qualifiers" or the official translations thereof) to the exclusion of any other titles (such as "World Cup 2018"); and
 - (ii) secure that any third party (not being a Commercial Affiliate) which acquires broadcast sponsorship and/or commercial airtime in relation to the programming shall not use any Competition Marks (or any derivation or imitation thereof) in such broadcast sponsorship and/or commercial airtime, and shall further secure that such third party does not use or promote its broadcast sponsorship and/or commercial airtime in any manner which, in the reasonable opinion of FIFA, gives rise to, or may give rise to, the belief that such third party is in any way officially associated with the Competition or FIFA (for example such as by way of the use of misleading broadcast sponsorship designations); and
 - (iii) at all times refrain from the use of all other Competition Marks.
- 5.2 FIFA highlight rights: FIFA is entitled, on a non-exclusive, perpetual royalty-free and worldwide basis, commencing seventy-two (72) hours after the final whistle of any Preliminary Competition Match, to broadcast, stream, transmit by any means whatsoever, to enable to download and/or to use Fixed Media Rights, and to sub-license any such right, via any and all media, in any broadcasting format (e.g. Preliminary Competition Match-related highlights programme, Collective Highlights Programming such as "road to Final Competition" programming) and for any purpose, Preliminary Competition Match action footage with a maximum duration of one (1) minute, to be selected by FIFA, from each Preliminary

Competition Match. In particular, FIFA reserves the right to use such footage on a perpetual royalty-free and worldwide basis in its Preliminary Draw programming in 2015, its Final Draw programming in 2017, in further Competition-related promotional activities conducted by FIFA and in relation to any Final Competition programming in the form of a presentation, on a collective or standalone basis, of the 32 PMA Teams participating in the Final Competition.

For the avoidance of doubt, FIFA shall not be entitled to use such footage on a standalone basis but only as part of a linear programme related to the Competition, meaning a feature consisting of footage of more than one Preliminary Competition Match or Collective Highlights Programming.

In addition, FIFA reserves the non-exclusive right to use, on a perpetual royalty-free and worldwide basis, all Preliminary Competition Match Footage without any restriction for non-commercial purposes (e.g. for the Technical Study Group, FIFA Medical Group, etc.).

5.3 Delivery of footage and live feed: Each Participating Member Association shall provide FIFA with a copy, in a format to be determined by FIFA, of all Preliminary Competition Match Footage, such footage commencing ten (10) minutes before kick-off until five (5) minutes following the final whistle. Such copies shall be supplied to FIFA, at no cost to FIFA, no later than twenty-four (24) hours following the conclusion of the relevant Preliminary Competition Match. Further, if reasonably requested by FIFA, each Participating Member Association shall provide FIFA, on an international gateway to be jointly coordinated by the Participating Member Association and FIFA, with access, free of any charge or transmission costs, to any available satellite live feed(s) of the entire Preliminary Competition Home Match produced by or on behalf of the Participating Member Association, such satellite live feed commencing ten (10) minutes before kick-off until five (5) minutes following the final whistle. For the avoidance of doubt, FIFA will not require the Participating Member Associations to arrange specific satellite bookings exclusively for FIFA's purposes, but FIFA shall use its reasonable efforts to obtain access to existing and available satellite live feed(s) used for any transmission of the respective Preliminary Match.

5.4 New media rights: The Participating Member Association is entitled to use the Competition Marks on its official website, provided that:

- (i) the use of the Competition Marks is carried out in an editorial manner only and cannot be used/placed in the navigation/menu bars and/or the page title (e.g. masthead) of any webpage of the Participating Member Association;
- (ii) the Competition Marks cannot be used as hyperlinks, with the sole exception of the FIFA.com logo and the FIFA.com composite logo (i.e. featuring the Competition Marks or parts hereof and the FIFA.com logo), which can only be hyperlinked to FIFA.com;
- (iii) editorial coverage of the Competition is limited to the PMA Team and the respective qualification group of the PMA Team only, with the sole exception of FIFA.com syndicated content, e.g. fixtures & results (incl. basic live results), groups & standings news feed. The delivery of FIFA.com syndicated content remains subject to a separate agreement between FIFA and the interested Participating Member Association;
- (iv) web pages on which the Competition Marks appear, or which contain editorial coverage of the Competition, must contain a link (using the FIFA.com logo or FIFA.com composite logo) to FIFA.com;

- (v) no third-party trademarks or logos may appear on such website in a way enabling such third party to associate with the Competition Marks, or in any way which might imply an association between a third party and the Competition;
- (vi) the Participating Member Association shall not commercialise (i.e. sell advertising or sponsorships) webpages on which the Competition Marks appear in a way enabling a third party to associate with the Competition Marks, or in any way which might imply an association between a third party and the Competition;
- (vii) the correct Competition Name may be used in the navigation/menu bars and/or page titles (e.g. masthead), provided that it is of descriptive nature only;
- (viii) the correct Competition Name may be used as a hyperlink or shortcut to any Competition-related web pages within the Participating Member Association's website;
- (ix) the Participating Member Association may use the term "FIFAWorldcup" in the URLs of websites which promote the Participating Member Association's editorial coverage, provided that such use is limited to sections of their websites which relate to the Participating Member Association's editorial Competition coverage, and that the URL is a relative path of the Participating Member Association domain (i.e. <http://www.pma.com/fifaworldcup>) and not a sub-domain (i.e. <http://fifaworldcup.pma.com>).

Without prior written approval by FIFA, the Participating Member Associations are not entitled to use, upload, share or syndicate any Competition Marks other than the Competition Name on any website other than the official website of the Participating Member Association, in particular not on any external websites such as social media platforms (e.g. Facebook or Twitter).

- 5.6 Still-image rights: Each Participating Member Association hereby grants FIFA the right for a minimum of two (2) still-image photographers to be present at, and to photograph, each of its Preliminary Competition Home Matches.

MARKETING RIGHTS AT PRELIMINARY COMPETITION MATCHES

- 6.1 FIFA Marketing Rights: FIFA is entitled to use, directly or indirectly, in relation to all Preliminary Competition Home Matches of the respective Participating Member Association, the following Marketing Rights which shall be secured by the hosting Participating Member Association:

- (i) subject to availability, the right, free of charge, to place at each Preliminary Competition Match (at the hosting Participating Member Association's cost) either:
 - aa) the foremost pitch-side centre advertising board, aligned with the centre circle and to be positioned either, in case of a single television production, opposite the main television camera configuration (within the full, unobstructed view of the television cameras) or, in case of a so-called double production, on both main touch lines of the pitch, or

- bb) if the rights as set out in Sub-section aa) are not available, at least one advertising board at pitch level in a position which is covered by the main television production and (if applicable) by the television production for the double production side, or
- cc) if the rights as set out in Sub-sections aa) and bb) are not available, at least one advertising board on any other advertising space available inside the stadium at or above pitch level.

Should the Participating Member Association hosting the Preliminary Competition Match choose to install a panel rotation system, an LED system or a comparable, non-static advertising board system during a Preliminary Competition Home Match, subject to availability, FIFA shall be entitled to use alongside the entire advertising board system installed in the stadium the same or a similar proportion of advertising space/exposure (e.g. advertising real time) as described under Sub-sections aa) and bb) above, which is available to the hosting Participating Member Association.

All such advertising space/exposure granted to FIFA shall be used by FIFA for the sole purpose of identifying (at FIFA's discretion) the Preliminary Competition, the relevant Preliminary Competition phase and/or the venue of the relevant Preliminary Competition Match, or any other non-commercial message;

- (ii) subject to availability, the exclusive right to brand (at FIFA's expense) the assistant referees' time/substitution panels, provided that such branding (which shall be applied by the Participating Member Associations, if required, and in a manner determined by FIFA) is limited to the promotion of the URL of the official website of the Competition (FIFA.com) or to identify (at FIFA's discretion) the Preliminary Competition or the relevant Preliminary Competition phase;
- (iii) subject to availability, the exclusive right to brand (at FIFA's expense) the participating team benches, provided that such branding (which shall be applied by the Participating Member Associations, if required, and in a manner determined by FIFA) is limited to the promotion of the URL of the official website of the Competition (FIFA.com) or to identify (at FIFA's discretion) the Preliminary Competition or the relevant Preliminary Competition phase;
- (iv) the exclusive right to require each Participating Member Association to affix, on both sleeves of the players' playing shirts and/or other elements of the player clothing or equipment, a Competition-related identifier or a specified badge for FIFA identification purposes, such as a Fair Play badge;
- (v) the right to require each Participating Member Association to correctly identify the Preliminary Competition in official publications, promotional material and on tickets, using the term "2018 FIFA World Cup™ Qualifying Competition" (and accurate translations thereof).

6.2 Restricted rights: Any grant of any Marketing Rights by a Participating Member Association must be conditional upon the grantee or any third party not exploiting any such Marketing Rights on a collective basis with rights in relation to any other Preliminary Competition Match where such exploitation refers to the Preliminary Competition as a whole or to that part of the Preliminary Competition played by all members of a Confederation which have submitted to the FIFA general secretariat the completed official entry form for the Competition.

By way of example, Participating Member Associations may not sell and/or license their advertising or pitch-side advertising board inventory to any PMA Affiliate or third party where such PMA Affiliate or third party wishes to establish a collective marketing programme which associates commercial entities with any collective element of the Preliminary Competition and where, for example, such commercial entities receive pitch-side advertising boards at a range of Preliminary Competition Matches as part of a broad sponsorship package.

- 6.3 Commercial-free pitches: Participating Member Associations are not permitted to allow any commercial identifiers, product identifiers, logos or commercial mascots to appear on the field of play for any Preliminary Competition Match during the period commencing from the moment the PMA Teams are ready to kick off the Preliminary Competition Match and concluding after the final whistle of the Preliminary Competition Match.

PART C:

MISCELLANEOUS

- 7.1 No liability: FIFA shall not be liable to a Participating Member Association for any losses, fees, damages, or any costs whatsoever, which may arise as a result of, or in connection with, the organisation of the Preliminary Competition Matches, the requirements contained in these Media and Marketing Regulations and/or in the Competition Regulations or the Equipment Regulations.
- 7.2 Inconsistency: To the extent that the Competition Regulations and the Equipment Regulations are inconsistent with any marketing- and/or media-related aspect governed under these Media and Marketing Regulations, these Media and Marketing Regulations shall take precedence over the terms of the Competition Regulations and Equipment Regulations. The relevant terms of the Competition Regulations and Equipment Regulations shall be deemed amended accordingly.
- 7.3 Amendments: Upon notification to the Member Associations, FIFA, at any time and at its own discretion, remains entitled to amend these Media and Marketing Regulations.
- 7.4 Matters not provided for: Matters not provided for in these Media and Marketing Regulations and cases of force majeure shall be decided by the FIFA Organising Committee. These decisions shall be final.
- 7.5 Languages: These Media and Marketing Regulations exist in the four official FIFA languages (English, French, German and Spanish). In the case of any discrepancy in the interpretation of the English, French, Spanish or German texts of these Media and Marketing Regulations, the English text is authoritative.
- 7.6 No waiver: Any waiver by FIFA of any breach of these Media and Marketing Regulations (including of any document referred to in these Media and Marketing Regulations) will 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 or a waiver of any right arising out of these Media and Marketing Regulations or any other document. Any such waiver shall only be valid if given in writing. Failure by FIFA to insist upon strict adherence to any provision of these Media and Marketing Regulations, or any document referred to in these Media and Marketing Regulations, on one or more occasions will not be considered to be a waiver of, or deprive FIFA of the right to subsequently insist upon strict adherence to, that provision or any other

provision of these Media and Marketing Regulations, or any document referred to in these Media and Marketing Regulations.

- 7.7 Enforcement: These Media and Marketing Regulations have been ratified by the FIFA Executive Committee and come into force immediately.

PART D

DEFINITIONS

“Ambush Marketing” means any attempt by any entity to gain an unauthorised commercial association with the Competition itself, or to exploit the goodwill and publicity generated by the FIFA World Cup™ (including any phase of the Competition) or FIFA in a manner not authorised by FIFA.

“Collective Highlights Programming” means the broadcast and/or transmission and/or programming, via any media, of moving image footage of more than one Preliminary Competition Match in full or in part on a delayed basis, comprising, among others, Preliminary Competition Match Footage.

“Commercial Affiliates” means any entity to which FIFA or any nominee of FIFA grants any sponsorship rights in relation to, among others, the Competition, namely FIFA Partners, FIFA World Cup Sponsors, further supporters of the Competition and branded licensees. The term “Commercial Affiliates” excludes media rights licensees.

“Competition” means the entire competition of the 2018 FIFA World Cup Russia™, including each of the two separate phases of the competition, being the Preliminary Competition and the Final Competition.

“Competition Marks” means the following marks (in any language):

- the word mark “FIFA World Cup™” (including the equivalent in all languages and including the “™” in the English, Russian and German versions) and any permutation thereof, whether or not registered or capable of registration;
- the word mark “World Cup” (including the equivalent in all languages);
- the word mark “2018 FIFA World Cup™ Qualifiers” and “2018 FIFA World Cup™ Qualifying Competition” (including the equivalents in all languages and including the “™” in the English, Russian and German versions);
- the Official Emblem of the 2018 FIFA World Cup Russia™;
- the Official Mascot of the 2018 FIFA World Cup Russia™;
- the FIFA World Cup Trophy; and
- the Competition Names (as defined below).

“Competition Match” means any football match held in connection with the Competition, including the Preliminary Competition Matches and the Final Competition Matches.

“Competition Names” means the following official names of the Competition:

- the word mark “2018 FIFA World Cup™” (including the equivalent in all languages and including the “™” in the English, Russian and German versions); and
- the word mark “2018 FIFA World Cup Russia™” (including the equivalent in all languages and including the “™” in the English, Russian and German versions); and
- the word mark “2018 FIFA World Cup™ Qualifiers” and “2018 FIFA World Cup™ Qualifying Competition” (including the equivalents in all languages and including the “™” in the English, Russian and German versions).

“Competition Regulations” means the binding regulations issued by FIFA for the 2018 FIFA World Cup Russia™ regulating the rights, duties and responsibilities of all Participating Member Associations.

“Confederation” means any continental confederation recognised by FIFA, being the AFC, CAF, CONCACAF, CONMEBOL, UEFA and the OFC.

“Equipment Regulations” means the FIFA Equipment Regulations in its applicable form, as amended by FIFA from time to time.

“FIFA Archive” means FIFA’s archive of moving and still-image footage from past FIFA competitions (i.e. including preliminary competitions) and further events which have been organised by or under the auspices of FIFA. The FIFA Archive is operated by FIFA Films.

“FIFA Partner” means any entity to which FIFA grants the most comprehensive package of global advertising, promotional and marketing rights in relation to FIFA, FIFA’s activities and the football competitions organised by, or under the auspices of FIFA, including the Competition. FIFA Partners are entitled to the highest available level of commercial association with FIFA and the football competitions organised by, or under the auspices of FIFA.

“FIFA World Cup Sponsors” means any entity to which FIFA grants the second most comprehensive package of global advertising, promotional and marketing rights in relation to the FIFA World Cup™ and the FIFA Confederations Cup.

“FIFA World Cup Trophy” means the original of the trophy presented by FIFA to the winner of the 2018 FIFA World Cup Russia™.

“Final Competition” means the final competition of the 2018 FIFA World Cup Russia™, which is scheduled to be played in Russian Federation and which will feature the 32 qualified PMA Teams.

“Final Competition Matches” means all 64 football matches held in the Final Competition.

“Final Draw” means the draw ceremony in which the PMA Teams qualified for the Final Competition are drawn into competition groups.

“Fixed Media Rights” means all rights to exploit, exhibit and/or distribute, throughout the universe, any audio-only material, still and moving visual-only and audiovisual material, text and data relating to the Competition (or any part thereof) by means of any magnetic, electronic, or digital storage devices, whether now known or hereafter invented, including, by way of example only, DVD, VHS or CD-Rom (or any derivative or successor technology).

“Historic Marks” means the trademarks, emblems, mascots and official posters referring or relating to previous editions of the FIFA World Cup™ held before the XXIst edition of the FIFA World Cup™.

“In-Flight Rights” means (i) all rights to transmit and/or exhibit, by means of any transmission media/platform whatsoever, any audio-only, still or moving visual-only or audiovisual material, data and/or textual material of, and/or relating to, any of the Competition and/or the ceremonies relating to the Competition, whether on a live basis or otherwise, for reception and/or exhibition by means of any in-flight entertainment system aboard any aircraft anywhere in the world; and (ii) all rights to exploit any and all commercial opportunities (including, for example, broadcast sponsorship and commercial airtime opportunities) arising from, and/or in connection with, each such transmission and exhibition.

“Marketing Rights” means, in any and all media, throughout the universe, and in all languages, any and all advertising rights, promotional rights, rights of endorsement, rights of association, premium and giveaway rights, marketing rights, merchandising and licensing rights, catering and concession rights, sponsorship rights, hospitality rights, travel and tourism rights, ticketing rights, accommodation rights, publishing rights, betting/gaming rights, retail rights, music rights, philatelic rights, numismatic rights, lottery rights, auction rights and any other rights and/or associated commercial opportunities (whether now known or hereafter invented) relating to the Competition and the Competition-related events, to the extent that such rights are not Media Rights.

“Media Rights” means the rights, throughout the universe, and in all languages, to report upon, record, transmit or otherwise exploit any still or moving visual-only images, any audio-only material, any audio-visual material, any text and any data by any means whatsoever (whether now known or hereafter invented), any aspect or element of the Competition and Competition-related events on a live, as-live and/or delayed basis, in full length or in part, in any media and by any means of transmission or delivery, whether now known (including successor technologies) or hereafter invented, including any news access rights. For the avoidance of doubt, the right to broadcast, stream and/or transmit the basic audiovisual feed (or any supplemental feed) and the right to transmit radio commentary of any Competition Match constitute Media Rights, and Media Rights include the right to record, create and exploit any official films or any official concerts of the Competition and/or similar audiovisual products and programming, and Media Rights include the Fixed Media Rights, the Public Exhibition Rights and the In-Flight Rights.

“Member Association” means any national football association affiliated to FIFA, irrespective of whether or not its representative team participates in the Competition.

“Participating Member Association” means any Member Association whose representative team participates in the Preliminary Competition.

“PMA Affiliate” means any commercial affiliate of any Participating Member Association, including any affiliated company, licensee, agent, sponsor, marketing partner, media partner or other commercial partner, whether appointed directly or indirectly by the relevant Participating Member Association or its nominee.

“PMA Marks” means the name, symbol, emblem or any official designation of the Participating Member Association which is used to identify the Participating Member Associations, including any foreign translation and any permutation thereof, whether or not registered or capable of registration.

“PMA Teams” means any team which represents a Participating Member Association and which has qualified to participate in the Preliminary Competition.

“Preliminary Competition” means the continental qualification phase and the intercontinental qualification phase (e.g. play-off matches between PMA Teams of different Confederations) of the 2018 FIFA World Cup Russia™, featuring the representative teams of all Member Associations which

have applied to enter the Competition. Following the conclusion of the Preliminary Competition, representative teams are either eliminated from the Competition or automatically qualified for the Final Competition.

“Preliminary Competition Away Match” means those Preliminary Competition Matches not hosted by the respective Participating Member Association in question.

“Preliminary Competition Home Match” means those Preliminary Competition Matches hosted by the respective Participating Member Association in question and staged either in the country of that Participating Member Association, or in any other country determined by the respective Participating Member Association and approved by FIFA or the competent Confederation, or staged on a neutral venue upon decision by FIFA or the competent Confederation.

“Preliminary Competition Match” means any Preliminary Competition Home Match or Preliminary Competition Away Match.

“Preliminary Competition Match Footage” means moving and still-image footage of any Preliminary Competition Match recorded by the host broadcaster appointed by the Participating Member Association or any third party authorised by the Participating Member Association, such Preliminary Competition Match Footage to be provided to FIFA in accordance with Section 5.3 of these Media and Marketing Regulations.

“Preliminary Draw” means the draw ceremony as staged and organised by FIFA in which PMA Teams are drawn into competition groups for each of the Confederations.

“Public Exhibition Rights” means (i) all rights to transmit, by means of any media whatsoever, any audio-only, still or moving visual-only or audiovisual material, data and/or textual material of, and/or relating to, any of the Competition and/or the ceremonies relating to the Competition (or any part thereof) for exhibition to, and intelligible reception by, an audience located anywhere in cinemas, bars, restaurants, stadiums, offices, construction sites, oil rigs, water-borne vessels, buses, trains, armed services establishments, educational establishments, hospitals and any other place other than a private dwelling; and (ii) all rights to organise and stage any event where an audience may view/listen to such transmission(s) (whether or not such exhibition is open to the general public or otherwise); and (iii) all rights to exploit any and all commercial opportunities (including, without limitation and for example, entrance fees, sponsorship, merchandising, broadcast sponsorship and supplier opportunities) arising from, and/or in connection with, such events, transmission and/or exhibition. For the avoidance of any doubt, Public Exhibition Rights exclude In-Flight Rights.

“Team Delegation” means, collectively, all Team Delegation Members of a Participating Member Association.

“Team Delegation Member” means all players, coaches, managers, officials, media officers, representatives and guests of a Participating Member Association.