

# UEFA EURO 2012™ Public Screening Licence Terms and Conditions

## **1 Licence for Public Screening**

- 1.1 This document sets out the terms and conditions (“**Terms**”) which are relevant for all proposed Public Screenings of matches (in whole or in part) of UEFA EURO 2012™.
- 1.2 A licence is only granted if expressly confirmed by UEFA in writing and is subject to compliance at all relevant times by the “**Licensee**” (being the organiser of the Public Screening notified to UEFA during the application process) with these Terms and any express conditions or instructions of UEFA.
- 1.3 The licence granted by UEFA is in respect only of the use of the live television signal transmitted by the relevant UEFA EURO 2012™ broadcast partner for the relevant country solely for the purpose of screening such television signal live at the Public Screening(s) to which the licence granted by UEFA expressly relates and for no other purpose or event. The relevant television signal may not be recorded and may not (other than for the live display at the Public Screening) be made available for viewing or screened, streamed, stored or otherwise transmitted or dealt with in any other way.
- 1.4 Any and all commercial Public Screenings require the advance payment of the specified licence fees to UEFA. Commercial Public Screenings are any that involve: (a) the payment of any entry fee; and/or (b) any third party sponsorship or association; and/or (c) the generation of revenues or any other commercial purposes (including, by way of example only, the sale of food and/or beverages or for brand promotion). No licence fees are payable in respect of purely non-commercial Public Screenings.
- 1.5 UEFA does not grant any licences or authorizations in relation to any third party permits, clearances, licences or authorizations which may be required in relation to the Public Screening and/or the use of any third party intellectual property or other similar rights. It is solely for the Licensee to ensure and satisfy itself, at the Licensee’s own cost and expense, that the Licensee has obtained all such consents.
- 1.6 All rights not expressly granted in these Terms are reserved to UEFA in their entirety.
- 1.7 Any licences granted by UEFA are personal to the Licensee and may not be sub-licensed, assigned or transferred. The Licensee must ensure that all relevant third parties involved in any aspect of the Public Screening are made fully aware of, understand and comply in full with these Terms (including, without limitation, **paragraphs 3 and 4**).

## **2 Organisation of Public Screenings**

- 2.1 The Licensee is solely responsible, at the Licensee’s own cost and expense, for all aspects of its Public Screening(s) (including their organization and operation and ensuring compliance with applicable laws and regulations). UEFA and its affiliates shall have no responsibility or liability of any kind in this respect.
- 2.2 All information provided during the application process must be accurate and complete. Any material discrepancy or inaccuracy which prejudices UEFA will automatically invalidate any licence granted.
- 2.3 No Public Screenings may be hosted, operated or organised by any person, company or organization which (in UEFA’s opinion) is a competitor of any official UEFA EURO 2012™ sponsor and/or UEFA EURO 2012™ broadcast partner in the relevant country. This applies whether or not the Public Screening is hosted, operated or organized by such competitor itself, or by any related entity (whether affiliates, appointed event or other agencies or any other third party on their behalf).
- 2.4 UEFA’s list of official UEFA EURO 2012™ sponsors (“**Official Sponsors**”) and UEFA EURO 2012™ broadcast partners (“**Official Broadcasters**”) (including e-mail contacts for each Official Sponsor) will be made available on uefa.com. The list and contact details will be complete (as at the time of publication) but will be updated from time to time as additional Official Sponsors and/or Official Broadcasters are appointed by UEFA.

## **3 No Rights of Association and No Right to use any UEFA EURO 2012™ Marks or Materials**

- 3.1 No right is granted to associate the Licensee or any third party with UEFA, UEFA EURO 2012™ or any UEFA related entities. No Public Screening or any associated activities may be conducted with the intention or objective of creating an association (direct or indirect) with UEFA and/or UEFA EURO 2012™. UEFA operates an active anti-ambush marketing programme and the Licensee must comply with any express instructions of UEFA in this regard.

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- 3.2 No marks, logos, emblems, designs, artwork or other materials belonging to UEFA may be used by the Licensee or any third party involved in the Public Screening. This specifically includes the official logos, emblems, mascots, trophy, artwork and other materials relating to UEFA EURO 2012™.
- 3.3 No third parties may obtain any (direct or indirect) association of any kind with UEFA and/or UEFA EURO 2012™ through their involvement with any Public Screening. Conditions for the involvement of third parties (including in respect of commercial and/or promotional activities) are set out in **paragraph 4** below.
- 3.4 For the avoidance of doubt, the Public Screenings themselves may **not** be named as “UEFA EURO 2012™” public screening events or otherwise so as to suggest that they are official events organised by UEFA.
- 3.5 All intellectual property rights in respect of UEFA EURO 2012™ (including the marks, logo, mascots and/or trophy of UEFA EURO 2012™) and the television signals of the match belong to UEFA.

### **4 Third Party involvement in Public Screening**

- 4.1 Public Screenings may be supported by third parties (whether by way of sponsorship or otherwise) subject to the Licensee complying with the following:
- (a) No opportunities may be offered or granted to any third party before 1 March 2012 unless that third party is one of the Official Sponsors;
  - (b) Any and all opportunities must be offered to each and every one of the Official Sponsors in writing. Each Official Sponsor must be given an exclusive (vis-à-vis non-Official Sponsor third parties) negotiation period of not less than 30 days. If the Licensee validly sends an e-mail request with full details of the opportunity and its Public Screening and does not receive a response within 30 days, the Licensee may deem that Official Sponsor to have declined the opportunity;
  - (c) After having offered all available opportunities to the Official Sponsors, the Licensee may (after 1 March 2012) offer any remaining opportunities, first to the Official Broadcaster(s) and then to other third parties who are not competitors of any of the Official Sponsors and/or the Official Broadcaster(s). Any such offer must be on no more favourable terms than those offered to the Official Sponsors; and
  - (d) no opportunities may be offered or granted to any third party:
    - whose principal business is the sale or promotion of any tobacco-related products, hard liquor, pornographic material, violent or abusive products or materials, gambling or betting services or products;
    - which promote or disparage any political views, ideologies or parties;
    - which, in UEFA's reasonable opinion, may be offensive, indecent or encourage behaviour which is offensive or indecent or which promote disparaging views or behaviour relating to any individual's or group's colour, race, nationality, ethnic or national origin, sex, sexual orientation, marital status, religion, age or disability; and/or
    - which, in UEFA's reasonable opinion, may damage the reputation or image of European football, UEFA, UEFA's members and/or any Official Sponsor or any Official Broadcaster.
- Neither the Licensee nor any third parties involved in the Public Screening may act in any manner which is inconsistent with the principles outlined above.

- 4.2 All opportunities must comply with the restrictions and requirements set out in these Terms (including, without limitation, **paragraph 5** below).
- 4.3 If UEFA notifies the Licensee that a new Official Sponsor has been appointed by UEFA after 1 March 2012, any opportunities remaining at that time must be made available to such new Official Sponsor in accordance with the procedure set out above.
- 4.4 If requested at any time by UEFA, the Licensee must promptly provide UEFA with full written details of all opportunities made available to the Official Sponsors and other third parties including the dates upon which such opportunities were offered.

### Merchandise, Services and Food & Beverage

- 4.5 Food, beverage, merchandise or other products, goods and/or services may not be sold or distributed in any manner which may suggest that they and/or the entities involved in selling or distributing them are associated in any way (directly or indirectly) with UEFA and/or UEFA EURO 2012™.

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## Other entertainment

- 4.6 No entertainment or media services may be provided by competitors of the official UEFA EURO 2012™ broadcaster in the relevant country.

## Official Sponsors

- 4.7 Notwithstanding any other provision of these Terms, Official Sponsors involved in the Public Screening shall not be prevented from exercising, for their own benefit, any rights expressly granted directly by UEFA to such Official Sponsors, which may include the use of official marks and associations.

## **5 Screening Requirements**

### Protected Window

- 5.1 No advertising or other identification of anyone (other than Official Sponsors) may be displayed on (or in front of) the screen during the period:
- (a) from 20 minutes before kick-off of the relevant match (for the opening match and the final match, the period starts 10 minutes before the start of the (opening/closing) ceremony which precedes the match);
  - (b) including the entire half time of the relevant match; and
  - (c) ending 5 minutes after the end of the match (for the final match, the period ends 5 minutes after the end of the trophy presentation).

Where more than 1 match is to be screened at the Public Screening on the same day, the Protected Window period is extended to include the time between the end of one match and the beginning of the other.

### Live Match

- 5.2 The Licensee may only screen (live) the live match programme signal as transmitted by the Official Broadcaster for the relevant match in the relevant country. The transmitted signal and picture may not be modified or manipulated in any way, whether by deleting, adding to or changing any element of the picture.
- 5.3 The live match programme must be screened (without interruption) on the relevant screen(s) during the period commencing 10 minutes prior to kick-off of the relevant match until 5 minutes after the final whistle of that match. For the opening match and final match, the relevant screening must commence before the start of the (opening/closing) ceremony which precedes the match and for the final match, end after the end of the trophy presentation.

### Clean Areas

- 5.4 All screens (and their frames) used at Public Screenings must have a 'clean area' of at least 3 meters (in each direction) around every screen which is free from any branding or identification of any kind (whether commercial or otherwise). The only exceptions which are permitted to appear within this clean area are:
- (a) the branding of any Official Sponsor involved in the Public Screening;
  - (b) the identification of the relevant Official Broadcaster; and/or
  - (c) the standard text font identification of the city in which the Public Screening is held (no logos or graphic branding is permitted).

### Other Requirements

- 5.5 The Licensee must ensure (as far as reasonably practicable) that attendees have a clear and unobstructed view of the relevant screens.

## **6 General**

- 6.1 The Licensee shall co-operate with UEFA in good faith in respect of any matter relating to the Public Screening, including promptly providing all such information as UEFA may reasonably request. In

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addition, the Licensee shall, if requested by UEFA, immediately submit to UEFA photographic or video evidence of their Public Screenings.

- 6.2 The Licensee must promptly notify UEFA of any changes and/or updates to information previously submitted relating to the Public Screening(s) and/or the Licensee's licence, including details of any Public Screenings that are not held.
- 6.3 As the person responsible for the Public Screening(s), the Licensee shall indemnify, defend and hold UEFA (including its affiliates) harmless from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) which may arise as a result of or in connection with any of the Licensee's Public Screenings and/or any breach of these Terms. The fact of granting any licence by UEFA is not an approval of any matter in relation to the Public Screening other than the requested use of the specific television signal to which the licence relates.
- 6.4 All payments of required licence fees by credit card as part of the application process are deemed fully authorised by the Licensee on a non-refundable basis. The Licensee agrees that there is no entitlement to any refund or return of any licence fee (in whole or in part) whether in relation to any non-occurrence of any Public Screening, any termination of the relevant licence or any other reason whatsoever.
- 6.5 UEFA may immediately terminate any licence granted if there is any breach of these Terms. All licences shall automatically expire on 2 July 2012.
- 6.6 Any delay or failure by UEFA in exercising any right or remedy under these Terms shall not be a waiver by UEFA of that, or any other, right or remedy.
- 6.7 If any provision of these Terms is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of these Terms will remain in full force and effect and will not in any way be impaired.
- 6.8 Termination of any licence shall not affect any rights accrued by UEFA prior to and including the date of termination, and/or any terms intended expressly or by implication to survive termination.
- 6.9 UEFA shall not be liable to the Licensee for any indirect or consequential losses or any (direct or indirect) losses of revenue or profits in respect of or in connection with these Terms and/or any Public Screening. In no event shall UEFA's aggregate liability to the Licensee (whether in contract, tort or otherwise) exceed an amount equal to the licence fees paid to UEFA in respect of the relevant Public Screening.
- 6.10 UEFA reserves the right to amend or change these Terms from time to time. Any such amendments or changes shall be notified to the Licensee by e-mail to the address set out in the relevant application.
- 6.11 All licences and these Terms shall be governed by and interpreted in accordance with the laws of Switzerland. The place of jurisdiction for any disputes shall be Nyon, Switzerland. UEFA shall be entitled to enforce its rights and to take legal action in any competent court where the Licensee is domiciled and/or where the Licensee may hold assets.