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- (i) Licensee's regularly scheduled, bona-fide current affairs news and/or sports news programming; and
- (ii) non-commercial, editorial purposes only;

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The VNR may be exploited across any and all transmission media on a delayed, free and/or pay basis.

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- a) be permitted to sub-license the VNR (either in whole or in part) to any third party other than for customary news access transmission purposes whereupon such a sub-licence shall mirror these Terms;
- b) exploit the VNR (in whole or in part) by means of any pay-per-view service;
- c) be permitted to alter, delete or change the VNR in any way whatsoever other than to add voice overlays; and
- d) permit any commercial association with the VNR.

4. OBLIGATIONS

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- a) provide a credit to FIFA in respect of the VNR on the opening or end credits as follows: "*Courtesy of FIFA 2016*";
- b) be responsible for clearing all rights and obtaining all necessary authorisations, consents and releases in relation to the use of any individual's name or image to the extent required and, if any music is included in the transmission, it will obtain all necessary synchronisation and performing rights from the copyright proprietors of such music and such other entities as may own or control the performing rights thereof; and
- c) ensure in its exploitation of the rights granted hereunder that no third party shall be associated in any form whatsoever with FIFA or any FIFA event.

5. INTELLECTUAL PROPERTY

Licensee acknowledges and agrees that:

- a) these Terms do not grant any rights relating to the FIFA's trademarks and/or logos; and
- b) all right, title and interest whatsoever, including copyright, throughout the world, in the VNR, shall vest in FIFA for the full term of copyright including all renewals and extensions thereof but reserving to Licensee the licence to deal with said copyright material to the extent required by the exercise of its rights hereunder.

6. FIFA MARKETING PROGRAMME

Licensee acknowledges that FIFA has established a marketing programme (including sponsorship, advertising and merchandising arrangements) relating to FIFA's competitions, events and ceremonies ("**Marketing Programme**") and that the value of the Marketing Programme is dependent, inter alia, on the FIFA commercial affiliates, the Licensee, and other FIFA licensees cooperating in good faith in relation to the creation, and the successful realisation of the objectives, of such Marketing Programme. In this regard, the Licensee shall not conduct, nor authorise to be conducted, any marketing, promotional, advertising or public relations activities relating to FIFA competitions, events or ceremonies which is not expressly permitted under these Terms.

7. APPLICABLE LAWS

The licence granted hereunder and the extent to which all rights may be exploited shall at all times be subject to applicable laws, broadcasting regulations and codes of conduct. Any breach of this clause shall be considered material and shall entitle FIFA to terminate this licence with immediate effect.

8. ANTI-CORRUPTION, GOVERNING LAW AND JURISDICTION

The parties acknowledge that giving and taking bribes can lead to criminal proceedings in accordance with art. 4a of the Swiss Federal Law on Unfair Competition (art. 102 of the Swiss Criminal Code).

These Terms shall be governed by and interpreted in accordance with the laws of Switzerland, the Vienna Convention on the International Sale of Goods being excluded.

All disputes in connection with these Terms, including disputes as to its conclusion, binding effect, amendment and termination, are to be promptly settled between the parties by negotiation. If no solution can be reached, such disputes shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of three (3) arbitrators under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. The seat of the arbitration shall be Zurich, Switzerland and the language of the proceedings shall be English. For the avoidance of any doubt, any determination made by the arbitral tribunal shall be final and binding on the parties.

9. PREVAILING LANGUAGE

These Terms have been drafted in English and subsequently translated into other languages. In the event of any discrepancies between the translated versions and the original English text, then the English language version shall always prevail and will be used to solve doubts of interpretation and application.