

(1) Israel Broadcasting Authority

(2) [LICENSEE]

**LONDON 2012 OLYMPIC GAMES
MEDIA RIGHTS SUB-LICENCE**

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This agreement (the “**Agreement**”) is made on [] 20[11]

Between:

- (1) **Israel Broadcasting Authority**, whose principal place of business is at 161 Jaffa St., Jerusalem (“**Licensor**”), and
- (2) [•], whose principal place of business is at [•] (“**Licensee**”).

WHEREAS:

- A. Licensor has acquired the media rights to the Games in the Territory.
- B. Licensee wishes to be granted the Licensed Rights for exploitation within the Territory during the Term.
- C. Licensor has agreed to sub-licence the Licensed Rights to Licensee in the Territory during the Term on the terms and conditions set out in this Agreement.

AGREEMENT:

1. DEFINITIONS

In this Agreement the following words and phrases shall have the following meanings unless the context requires otherwise:

“**Applicable Law**” means all applicable laws, regulations, rules, codes of practice, guidelines, directions and decrees imposed by law or any competent authority in any jurisdiction or jurisdictions within the Host Country or the Territory (including without limitation any laws of the European Union), together with any and all statutes, rules, regulations, directions and measures from time to time of the IOC and any NOC in the Territory or the Host Country, including without limitation the edition of the Olympic Charter in force as of 11 February 2010, including its Rules and Bye-Laws (the “**Olympic Charter**”) and the provisions of the IOC’s Technical Manual on Media, as each of the same may be updated or amended from time to time.

“**Audiovisual Transmission Rights**” means the right to transmit audiovisual programming using audiovisual feeds of the Games over any of the following platforms or media:

- (a) Television

provided that such platform or media is capable of delivering a continuous stream of audiovisual electronic signals, whether digital or analog, for display on a visually perceptible screen or monitor.

“**Broadcast and Exhibition**” means the distribution, transmission, retransmission, display, projection or performance of an audio or audiovisual programme for display or reception on a television receiver, computer monitor, radio or other form of display or reception device, whether now existing or developed in the future; and **Broadcast or Exhibition** shall be construed accordingly.

“Business Day” means a calendar day during which banks are open for business in the Territory.

“Cable Television” means Television that is transmitted or retransmitted by means of cable, wire, or fibre of any material (including without limitation coaxial and fibre optic cable), or by wireless cable (e.g., multichannel multipoint distribution service (MMDS), multipoint distribution service (MDS), or local multipoint distribution service (LMDS)).

“Closed Circuit Television” means Television transmitted to viewing devices at a single location or multiple locations or facilities not privately enjoyed by the viewer, including, without limitation, classrooms and other educational venues, arenas and theatres (but not including places of residence, hotel or motel rooms or similar accommodations), that is intended for reception by viewers only at such locations or facilities.

“Composite Logo” means a mark combining the logo or name of the Licensee with one of the Olympic Marks.

“Computer Network Exhibition” means the Broadcast and Exhibition of an audio, graphic or audiovisual programme by means of the Internet or any other computer network system including, without limitation, any intranet or extranet system, local area network, proprietary computer service, whether by wired or wireless means (including, without limitation, any “Wi-Fi” protocols).

“Data Information Company” means the company appointed by the IOC to supply data information services for the Games.

“EBU” means the European Broadcasting Union whose principal place of activity is at l'Ancienne-Route 17A, 1218 Grand-Saconnex, Geneva, Switzerland. EBU is an association of broadcasters of which Licensor is a member.

“EBU Member” means a member of the EBU.

“EURIBOR” means, in respect of any period, the rate per annum for deposits in Euro for such period determined in accordance with the relevant provisions of the 2000 ISDA Definitions published by the International Swaps and Derivatives Association, Inc., as amended or supplemented from time to time.

“Force Majeure” means any act of God, weather conditions, inevitable accident, fire, flood, epidemic, earthquake, explosion, lockout, strike or other labour dispute, act of public enemy, act of terrorism, war (declared or undeclared), riot, civil commotion or disturbance, blockade, embargo, law, regulation, rule, order or other act of government or any government agency (whether European Union, federal, provincial, local or other), failure of technical facilities or any other cause beyond the control of Licensor, Licensee, the IOC, the Host Broadcaster, or LOCOG (as applicable) or the control of any major supplier of facilities, personnel, power, services or essential commodities to the Parties.

“Free-to-Air” means the Broadcast and Exhibition of audiovisual programming over Over-the-Air Television and/or any other platforms or means (including, without limitation, Cable Television, Computer Network Exhibition, Satellite Television and Future Media) that can

collectively be received by approximately 95% of Television households within the Territory for no fee or charge, other than any basic fee or charge paid by a subscriber for general access to the platform or system (as opposed to a per programme or per channel fee) and any levy imposed by any governmental, administrative or other public authority within the Territory.

“Future Media” means the Broadcast and Exhibition of an audiovisual programme via methods or means that may come into being and/or be recognised in the future, including, without limitation, (i) technology, (ii) media, (iii) formats, (iv) modes of transmission and (v) methods of distribution.

“Games” means the games of the XXX Olympiad, to be held predominantly in and around the Host City and, subject to the provisions of the Olympic Charter, currently include the following:

- (a) the opening, closing, awards and all other official ceremonies held by the IOC or LOCOG;
- (b) all preliminary, qualifying, trial heats, semi-final and final athletic competitions (including training and practice sessions at Games venues where Games accreditation is required to access such venues throughout the period that such accreditation is required at the time of the Games) in the sports of archery, athletics, badminton, baseball (if applicable), basketball, boxing, canoe/kayak, cycling, equestrian, fencing, football, gymnastics, handball, hockey, judo, modern pentathlon, rowing, shooting, softball (if applicable), aquatics sports, table tennis, taekwondo, tennis, triathlon, volleyball, weightlifting, wrestling and sailing; and
- (c) all exhibition sports, if any, approved by the IOC and presented by LOCOG.

“Games Marks” means the official emblem, mascot, Pictograms and other logos and insignias identifying the Games owned or controlled by the IOC and/or LOCOG as set out at Schedule 1 (as the same may be updated from time to time by notice by Licensor). Games Marks do not include the Olympic Symbol.

“Host Broadcaster” means Olympic Broadcast Services (“OBS”) who have been appointed by the IOC to prepare and produce the ITVR Signals and to provide broadcasters with the facilities, services and other requirements necessary for the Broadcast and Exhibition of the Games.

“Host City” means the city of London, England.

“Host Country” means the Great Britain.

“Interactive” means the exploitation of an audiovisual programme through any arrangement, apparatus, device, process or procedure, whether now known or hereafter devised, in which the end user or viewer has the ability to (i) choose the presentation of audio and/or video portions of the audiovisual programme, including, without limitation, by means of determining audio and/or video portions (e.g., different camera angles or background music) or selecting the order in which such images appear, and/or (ii) engage in two-way transmissions that include the ability for the end user or viewer to access information,

products and services related to the audiovisual signals, including without limitation by utilizing “hyperlinks” or other “click-through” options to link directly to an Internet web-page or similar location, or the activation of on-screen commands to access teletext pages, in each case that offer such information, products, or services, and/or (iii) otherwise view or interact with the audiovisual signals in a non-Linear fashion that does not affect the participants, setting, outcome or other key elements of the programme.

“Interactive Voting Systems” means any two-way voice and/or data communication system, whether now known or hereafter devised, that permits end users to access, on an individual basis, voting or other polling services relating to the Games over fixed telephony or wireless communications networks, cable lines and satellite systems, or any combination or subset of the foregoing.

“International Sports Federations” means those international sports federations governing sports included in the Olympic programme.

“Internet” means a non-licensed, open access, open to the general public (as opposed to an intranet or extranet), and data delivery network or networks (including broadband delivery networks) for point-to-point or point-to-multipoint transfer of digital information (including but not limited to video, audio and text) using open protocols (e.g., TCP or IP or any successor protocols thereto, whether now known or hereafter devised) to any device capable of accommodating open protocol, including televisions, personal computers, set-top boxes and other Internet-enabled devices, and any private or proprietary network that connects to such network(s) through bridges or gateways.

“IOC” means the International Olympic Committee which is headquartered at Château de Vidy 1007, Lausanne, Switzerland and which is the governing body for the Games.

“ITVR Signals” means the international television signals (pictures and international sound consisting of necessary related general background sound and effects (international sound signal)) and the international radio signal (background sound and effects) to be produced by the Host Broadcaster.

“Licensed Rights” means the rights licensed to the Licensee pursuant to Clause [2.1].

“Licensee Coverage” means all audio and audiovisual images of the Games and any and all Licensee Material and Licensee On-Site Interviews produced or recorded by Licensee, whether live or recorded, and whether or not actually Broadcast or Exhibited by Licensee.

“Licensee Material” means the voices and likenesses of commentators, programmes, interviews (other than Licensee On-Site Interviews), profiles, historical and other features, graphics, promotions and advertisements appearing in Licensee Coverage.

“Licensee On-Site Interviews” means interviews conducted on-site during the Games and appearing in Licensee Coverage.

“Linear” means the Broadcast or Exhibition of an audio or audiovisual programme intended for passive viewing in a predetermined order or sequence; the order, outcome, participants and contents of which cannot be altered by the viewer or end-user.

“LOCOG” means the London Organising Committee of the Olympic Games and Paralympic Games Limited, being the organising committee for the Games appointed by the IOC, whose registered office is at One Churchill Place, Canary Wharf, London, E14 5LN, England.

“Mobile Platform” means any wireless wide-area communications network that transmits telephony and/or multimedia data including, without limitation, wireless networks employing current ITU standards (analog, digital or third generation) over existing and future air interfaces (*e.g.*, CDMA, TDMA, GPRS, GSM, EDGE and UMTS).

“Mobile Platform Exhibition” means the Broadcast and Exhibition of an audiovisual programme by means of a Mobile Platform.

“National Olympic Committees” or **“NOCs”** means the National Olympic Committees recognized by the IOC as custodians within their respective countries.

“New Media” means each of the following platforms or media: Mobile Platform Exhibition and Video-On-Demand.

“NOC Sponsors” means the official sponsors of each NOC in the Territory.

“OTAB” means the Olympic Television Archive Bureau.

“Olympic Brand” means the visual, emotional, rational and cultural imagery commonly associated with the Olympic ideals, the Olympic Movement and/or the Olympic Games, as now identified and as may be identified in the future by IOC brand and image research studies.

“Olympic Designations” means the Games Marks, the words “Olympic” and “Olympiad” and the motto “Citius, Altius, Fortius” (but excluding the Olympic Symbol and any Composite Logo).

“Olympic Marks” means the Olympic Symbol and the Games Marks.

“Olympic Movement” means the movement, led by the IOC, encompassing those organizations, athletes and other persons who agree to be guided by the Olympic Charter, the goal of which is to contribute to building a peaceful and better world by educating youth through sport practiced without discrimination of any kind and in the Olympic spirit, which requires mutual understanding with a spirit of friendship, solidarity and fair play.

“Olympic Symbol” means the five interlocking rings used alone.

“Over-the-Air-Television” means Television transmitted over-the-air through the then-current frequency bands (*e.g.*, VHF and UHF) intended for direct reception by the general public for no fee or charge (other than a basic fee, charge or levy).

“Pay Television” means Television for which the viewer pays a separate and specific per-channel fee for the right to receive such channel, over and above the obligatory basic subscription charge, if any, paid by a subscriber to receive all other channels of programming.

“Pay-Per-View Television” means Television for which a separate material and incremental charge is made to the viewer solely for the right to view a particular audiovisual programme, which fee is unaffected by the purchase of any other programmes, products or services, and where the start time of the programme being transmitted is scheduled by the distributor and not the viewer. Pay-Per-View Television does not include any form of Pay Television or Video-On-Demand.

“Pictograms” means the graphic designs adopted for use by LOCOG that identify each sport included in the Games and that do not contain the Olympic Symbol.

“Rate Card” means the schedule of fees and related conditions for facilities, services, equipment and accommodation in respect of the Games, to be established by the Host Broadcaster, LOCOG, or both, as the case may be, with the approval of the IOC.

“Rights Payments” shall have the meaning ascribed thereto in Clause [11.1].

“Satellite Television” means Television that is transmitted by up-link transmission of the programming to a satellite and the down-link transmission of such programming to terrestrial satellite reception dishes for the purpose of viewing such programming on a viewing device located in the immediate vicinity of the reception dish, including, without limitation, satellite master antenna television (SMATV), television receive only (TVRO), and direct broadcast satellite (DBS) systems.

“Sponsors” shall mean, collectively, TOP Sponsors, NOC Sponsors and LOCOG Sponsors.

“Television” means audiovisual signals in any of the analogue or digital systems as defined by the International Telecommunication Union, including standard definition and high definition television.

“Term” means the period commencing on the date of this Agreement and continuing until December 31, 2012.

“Territory” means Israel.

“Theatrical” means on-site exhibition of an audiovisual programme, whether from data stored on a print, diskette or other tangible material or by means of transmissions received from a remote source, on large-screen monitors in public spaces or in conventional or drive-in theatres which are open to the general public.

“Timing Company” means the company appointed by the IOC to supply the timing system for the Games.

“TOP Sponsors” means, at any time, the sponsors participating in the IOC’s international sponsorship programme at such time.

“Video-On-Demand” or **“VOD”** means the Broadcast and Exhibition of an audiovisual programme (i) where the start time is scheduled by the viewer or end user and not the service provider; (ii) for which a transactional charge may be made to the viewer for the privilege of viewing the particular transmission on a per-exhibition basis; (iii) for which the viewer has

full functionality to play, pause, stop, fast forward and rewind; and (iv) that provides for an unlimited number of viewings during a fixed period of time. For purposes of this Agreement, VOD shall include so called “Near Video on Demand” and “Subscription Video on Demand” (as such terms are commonly understood in the television industry in the Territory).

“**Videogram**” means any type of videocassette, cartridge, videodisc (including without limitation any laser or capacitance disk), tape, CD (in any format), DVD (in any format) or other similar portable storage device now known or hereafter devised, designed to be used in conjunction with a reproduction apparatus which causes an audiovisual programme to be visible and audible on the screen of a viewing device.

2. LICENCE AND EXERCISE OF RIGHTS

2.1 Subject to compliance by Licensee with the terms and conditions of this Agreement, Licensor grants to Licensee the following rights in respect of the Games for use within the Territory during the Term:

2.1.1 The following Audiovisual Transmission Rights (Television only) –

Exclusive rights – 18 sports determined by Licensor;

Non exclusive rights – news items of the Games, in regular news programs, up to 3 programs a day, in each program no more than 30 seconds of each event, and no more than 5 minutes per program.

(together the “**Licensed Rights**”).

2.2 The rights granted to Licensee pursuant to Clause [2.1] shall be [exclusive][non-exclusive] as detailed in Clause 2.1.1.

2.3 Licensee acknowledges and agrees that this Agreement does not entitle Licensee to use any footage from prior Olympic Games. If Licensee wishes to acquire the right to use any footage from prior Olympic Games in order to promote its Broadcast and Exhibition of the Games, Licensee shall be responsible for agreeing terms for the same directly with OTAB.

2.4 Cancelled.

2.5 Licensee shall not exploit any of the Licensed Rights through any Future Media.

2.6 To the extent any exploitation of Licensed Rights involves the provision of facilities, personnel, equipment, infrastructure or services by any third party where such third party’s name, logo or other identifying marks will be displayed or featured in connection with the exploitation of such Licensed Rights, Licensee shall (prior to the conclusion of any agreement with such third party) consult with Licensor in order to determine how to best mitigate or avoid any consumer confusion that may result from such third party being identified in a product category that may be subject to an existing arrangement with a Sponsor, and Licensee shall give good faith consideration

to recommendations made by Licensor to mitigate or avoid any such consumer confusion.

2.7 Cancelled.

2.8 Cancelled.

2.9 Licensee shall not exercise or authorise any other person to exercise any of the Licensed Rights or any other rights licensed to Licensee under this Agreement to participate in or facilitate any form of gambling or wagering on the Games or any event comprising the Games.

2.10 Licensee acknowledges and agrees that Licensor may require Licensee to grant VISA International a preferred status in respect of payments for dedicated, stand-alone services in connection with or relating to its Broadcast and Exhibition of the Games.

2.11 All rights granted pursuant to this Agreement are subject to the terms of the Olympic Charter as it may be updated or amended from time to time.

2.12 All rights not expressly licensed to Licensee in this Agreement, are expressly reserved by Licensor and/or the IOC.

2.13 The Licensee acknowledges that the Licensor is licensing the Licensed Rights subject to certain restrictions and limitations imposed on the Licensor by the EBU and the IOC. The Licensor has included certain clauses in this Agreement for the benefit of the IOC and in certain instances the Licensor needs to obtain the EBU/IOC's approval. Whilst the Licensee acknowledges that the IOC is entitled to the benefit of certain clauses the Licensee acknowledges that unless it acquires the Licensor's prior written consent all contact with the EBU/IOC should be made via the Licensor.

3. INCIDENTAL RIGHTS

3.1 Licensee shall have the right to edit, to add other material (e.g., music, narration, interviews, stock or specially produced footage and other like material) and to cut or modify its coverage and recordings of the Games provided that Licensee shall not have the right to alter or modify by any means the actual reality of any event being Broadcast or Exhibited, the participants in any such event, the performance of any such participant or the venue of any such event, it being understood that the use of virtual overlays that facilitate viewer comprehension of the event shall not be deemed to constitute such alteration or modification.

3.2 The Licensed Rights shall include the right to broadcast, in the course of programmes devoted to the Games, the official music compositions adopted by the IOC or LOCOG for ceremonial use in the Games. Licensor shall use reasonable endeavours to procure LOCOG to provide Licensee, at least ninety (90) days prior to the start of the Games, with a list of any musical compositions, including names of composers and publishers, if any, which LOCOG knows at such time will be performed during the Games and/or included in the ITVR Signals. Licensee shall be fully responsible for any copyright, performance or synchronisation rights clearance and payments

which may become due with respect to the inclusion of such musical compositions, as well as any other musical compositions, in its Broadcast and Exhibition of the Games, and any other events and programmes licensed under this Agreement.

4. LIMITATIONS ON LICENSED RIGHTS

4.1 Licensee shall during the Term:

4.1.1 authorise Sponsors and, with the consent of the IOC, the organising committees of future Olympic Games to use footage of the Games from Licensee Coverage (other than Licensee Material and Licensee On-Site Interviews) in their advertisements in any media in the Territory. Licensee shall make such footage available to the Sponsors and organising committees for such purpose upon payment to Licensee of its costs directly related to providing such footage. Nothing in this Agreement, however, shall limit the IOC's rights as copyright proprietor to Licensee Coverage (other than Licensee Material) pursuant to Clause [17] to make such excerpts (other than Licensee On-Site Interviews) of the Games available after the expiration of the Term to third parties free of payment to Licensee;

4.1.2 not unreasonably refuse to allow third parties to include short extracts of the Games in programmes, the main theme of which is not sport. In addition, from the tenth day following the conclusion of the Games until the end of the Term, Licensee agrees that the IOC may authorise third parties to use excerpts from recorded coverage of the Games not exceeding three (3) minutes in length in any programme Broadcast or Exhibited in any media in the Territory that is not promoted, positioned as or is in substance a programme on the Games (as opposed to a programme on the Olympic Games or a sport programme); and

4.1.3 make available to the IOC, upon payment of Licensee's actual recording and shipping cost, Licensee Material for non-commercial use at any time after the Games. Licensee shall not have any right to use or permit any other party to use any Licensee Material after the Term without the express prior written consent of the IOC. The IOC's rights under this Clause are in addition to Licensee's obligation under Clause [6.1] to provide copies of Licensee Coverage to Licensor.

4.2 Notwithstanding any other provision of this Agreement, the news access rules issued by the IOC in respect of the Games as set out at Schedule [4] shall apply to news coverage of the Games.

4.3 Notwithstanding anything to the contrary contained in this Agreement, the IOC, LOCOG, organising committees of other Olympic Games, the National Olympic Committees, International Sports Federations, Sponsors and any other participant in the IOC's Olympic network on the Internet shall have the right to engage in Computer Network Exhibition of the Games within the Territory at any time; provided that such parties shall not be entitled to exploit any moving images or audio play-by-play commentary of the Games during the actual period of the Games (subject to news

access rules applicable to such media in the Territory) that can be received in the Territory.

5. OVERSPILL

- 5.1 Licensee acknowledges and agrees that Broadcasts and Exhibitions of Games originated by another authorised holder of Broadcast and Exhibition rights to the Games may be received within the Territory. The parties agree that a Broadcast or Exhibition of the Games by another authorised holder of such rights (i) from within or to its authorised territory for reception in its territory, and which is only incidentally or necessarily or otherwise lawfully received in the Territory (e.g., the footprint of a broadcast satellite or reception in border areas of the Territory of the signal of a broadcast station located outside the Territory) or (ii) via Closed Circuit Television to a permanent or temporary military base or outpost of a country other than a country in the Territory or (iii) through retransmission in the Territory via Cable Television as part of the normal and customary Cable Television retransmission of such holder's broadcasts in the Territory, shall not be an infringement of the rights licensed under this Agreement. Nothing in this Clause shall restrict the exercise by Licensor within the Territory of any rights reserved to it.
- 5.2 Licensee further acknowledges that the cable re-distribution (including relay via small terrestrial transmitters) or relay via satellite or terrestrial bouquets of EBU Members and/or their licensees' national or regional channels and by Eurosport S.A. (the pan-European cable and satellite operator) is permitted in the Territory, provided such re-distribution takes place simultaneously, completely and without change. Furthermore the bouquet operators concerned shall not exploit the presence of pictures licensed by Licensee in their output for the purposes of engaging in advertising campaigns going beyond what is necessary to inform the public, through television listings and EPGs about the content of programmes included in their bouquets.
- 5.3 Licensee shall use all reasonable and appropriate technical means (including encryption if Licensee is then generally encrypting Broadcasts or Exhibitions of major sporting events) to restrict reception of all Broadcasts and Exhibitions of the Games made by Licensee to the Territory.
- 5.4 Licensor acknowledges and agrees that the Broadcast and Exhibition of the Games by Licensee (i) from within or to the Territory for reception in the Territory, and which is only incidentally or necessarily or otherwise lawfully received outside the Territory (e.g., the footprint of a broadcast satellite or reception outside the Territory of the signal of a broadcast station located in the Territory) or (ii) through retransmission outside the Territory via Cable Television as part of the normal and customary Cable Television retransmission of Licensee's broadcasts to such territory, shall not be a breach by Licensee of this Agreement. Licensee shall inform Licensor of all cases where the exercise of any of the Licensed Rights might possibly conflict with the right of any other IOC or EBU licensee to Broadcast and Exhibit the Games outside the Territory.

6. OBLIGATIONS OF LICENSEE

- 6.1 Upon Licensor's request, Licensee shall provide to Licensor (or, at the request of Licensor, directly to the IOC), at the actual recording and shipping cost, copies of (i) any unilateral footage recorded by Licensee pursuant to this Agreement whether or not included in the Licensee Coverage, which may thereafter be used for any purpose by the IOC (except for commercial purposes during the Term), and (ii) any Licensee Coverage (other than any unilateral footage appearing therein), which may thereafter be used by the IOC only for archival, museum or non-commercial purposes.
- 6.2 Licensee shall provide to Licensor the following information pertaining to its Broadcast and Exhibition of the Games:

Prior to the Games

- 6.2.1 A copy of all Olympic-related sales promotion material (as and when produced).
- 6.2.2 Licensee's general Olympic programming schedule including, where applicable, a detailed breakdown of the Free-to-Air broadcast schedule (as and when produced).
- 6.2.3 On a quarterly basis, the identity and relevant information of the sponsors of, and advertisers on, the Broadcasts and Exhibitions of the Games, and other information such as the amount of airtime (or equivalent unit of measure) purchased, product categories and the purchase price; provided that Licensee shall not be required to provide rate or revenue information regarding an individual advertiser if such information is confidential and not disclosed to any third party. This information requirement shall not apply to radio broadcasts.

During the Games

- 6.2.4 A daily summary report containing key programme audience figures (actual or estimated) and ratings.

Following the Games

- 6.2.5 No later than 30 days following the closing ceremony of the Games, a detailed report on the Broadcast and Exhibition of the Games in a form reasonably acceptable to IOC, including a summary of all events broadcast throughout the Territory on a Free-to-Air basis, where applicable, and otherwise, a detailed breakdown of each media utilised to Broadcast and Exhibit each of the events comprising the Games (including whether such events were Broadcast or Exhibited on a live or delayed basis and on an individual event or package basis), amounts charged to such end users for viewing privileges and number of events so purchased, and all corresponding audience figures, ratings, buy rate and sales information.
- 6.2.6 No later than 30 days following the closing ceremony of the Games, a list of all sponsors of, and advertisers on, all Broadcasts and Exhibitions of the

Games, including their respective amounts of airtime (or equivalent unit of measure) purchased, product categories and the purchase price, and rate cards or other announced advertising rates; provided that Licensee shall not be required to provide rate or revenue information regarding an individual advertiser if such information is confidential and not disclosed to any third party.

6.2.7 Not later than 30 days following expiry of the Term, a detailed report on the Broadcast and Exhibition of the Games during the Term following the closing ceremony of the Games in a form reasonably acceptable to IOC, including a summary of all events broadcast throughout the Territory on both a Free-to-Air basis and otherwise, a detailed breakdown of each media utilized to Broadcast and Exhibit each of the events comprising the Games (including whether such events were Broadcast or Exhibited on a live or delayed basis and on an individual event or package basis), amounts charged to such end users for viewing privileges and number of events so purchased, and all audience figures, ratings, buy rate and sales information corresponding thereto.

6.3 Upon request of Licensor and/or the IOC, Licensee shall complete, within a reasonable time frame, a questionnaire provided by Licensor or the IOC designed to assist in the collection of the information referred to in Clause [6.2].

7. PROTECTION AND PROMOTION OF THE OLYMPIC MOVEMENT

7.1 Licensee shall ensure that the exploitation of the rights licensed under this Agreement and any advertising and promotional materials relating to the Games or in which any Games Marks appear (including those appearing in any Broadcast and Exhibition of the Games) shall at all times conform to the spirit and meaning of the Olympic Games, the Olympic Brand and the fundamental principles contained in the Olympic Charter.

7.2 In particular:

7.2.1 all audio and audiovisual programmes Broadcast and Exhibited and the publicity, advertising and promotion related thereto (whether broadcast, exhibition or print) and any other activities undertaken by or on behalf of Licensee as permitted under this Agreement shall always be dignified, in good taste and of high quality in every respect; and

7.2.2 Licensee shall not participate in or cooperate with any effort by any person, firm or corporation to include any athlete, coach or official accredited for the Games in any television or other commercial announcement produced or recorded at any time during the Games. In addition, Licensee shall not knowingly Broadcast and Exhibit any commercial announcement of any kind during the period of the Games in which appears the name, picture, voice, likeness or performance at or during the Games of any athlete, coach or official accredited for the Games.

8. SALE OF COMMERCIAL AIRTIME TO ADVERTISERS AND ON SCREEN IDENTIFICATION

- 8.1 The Licensee shall have the right to Broadcast and Exhibit the Games within the Territory on a commercially-sponsored basis. The exercise of this right is subject to Licensee providing preferential sponsorship and advertising opportunities to Sponsors as detailed in Schedule [5]. In exercising its commercial rights, Licensee shall not in any way bundle or link sponsorship or advertising rights for the Games with sponsorship or advertising in respect of any other programming.
- 8.2 Subject to Clause [8.3], no advertising or promotion shall be superimposed on, or appear at the same time as, any Broadcast or Exhibition of events of the Games (including commentary and studio presentations, programme listing, medal tally presentations or any other information in relation to the Games) without the prior approval of Licensor. Notwithstanding the foregoing, TOP Sponsors, sponsors of the NOC(s) located in the Territory and LOCOG Sponsors in the respective countries in the Territory where they have obtained the relevant access rights from the relevant NOC may be permitted to have credits at the beginning and end of each broadcast programme of the Games as well as immediately before or immediately after any commercial break but in no event during any sporting action, medal ceremonies, the Olympic Flag or any recognisable image of any participants in the Games. Licensee agrees that:
- 8.2.1 Licensee shall not use or accept any existing or yet to be developed system which electronically substitutes, adds to, alters, amends or otherwise changes the content of the ITVR Signals or any audio or audiovisual programmes derived from the same to include any advertising or to use, or permit the use of, any existing or yet to be developed system or technology to facilitate or cause the appearance or insertion of any advertising or promotion not otherwise expressly permitted under this Clause, including, without limitation, by way of any so-called pop-up ads, plugs, links, embedded links, squeezes, crawlers, tickers, framing, product placement, or otherwise; and
- 8.2.2 Licensee shall not (i) introduce any readily identifiable trade mark or brand name of any product or service into the coverage of the Games (including commentary and studio presentations) if this is done for the purpose of, or has the effect of, promoting the product or service in question or (ii) permit any trade mark or brand name of any product or service to appear on any apparel or uniforms worn by any commentators or personnel to the extent readily identifiable in any coverage of the Games (including commentary and studio presentations), unless such identification has been approved in writing by Licensor and is in compliance with the applicable provisions of the Olympic Charter. Licensee shall not make any such apparel or uniforms available for sale or resale other than as otherwise permitted under a separate licence agreement between Licensee and the IOC. Licensee may include, during its studio presentations, non-intrusive identification of any broadcast

sponsor that is a Sponsor, except if such Sponsor is a competitor of the Timing Company or the Data Information Company for the Games.

- 8.3 Licensee shall not alter or delete the Timing Company brand identification or the Data Information Company brand identification from the ITVR Signals, as provided by the Host Broadcaster. If Licensee elects to utilise a so-called “clean” feed or signal that does not contain the Timing Company brand identification and/or the Data Information Company brand identification, or if Licensee elects to utilise its own unilateral coverage, it shall be obligated, at its sole cost and expense, to superimpose the Timing Company brand identification and/or the Data Information Company brand identification in its Broadcast and Exhibition coverage of the Games in the same manner that such identification would have appeared if Licensee had used the ITVR Signals. Licensee shall not supplement or use any additional or different timing company or company to furnish data information services from those designated by the IOC for the Games, and only such Timing Company and Data Information Company shall be identified in Licensee’s Broadcast and Exhibition of the Games.

9. **USE OF GAMES MARKS**

- 9.1 Licensors shall use reasonable endeavours to procure the IOC and/or LOCOG to grant Licensee the non-exclusive right to use the Games Marks in the Territory during the Term for the sole purpose of exploiting the rights granted under this Agreement and performing Licensee’s obligations under this Agreement.
- 9.2 Licensee acknowledges and agrees that any use of the Games Marks by Licensee is subject to the terms of this Clause [9] and Schedule [6]. Without prejudice the foregoing, Licensee acknowledges and agrees that:
- 9.2.1 all use of the Games Marks by Licensee is subject to the approvals process set out at paragraph [7] of Schedule [6];
- 9.2.2 Licensee shall not be granted any rights to use the Olympic Symbol or any Composite Logo; and
- 9.2.3 Licensee’s right to use the Games Marks shall be limited to the use by Licensee in its Broadcast and Exhibition of the Games in the Territory and to describe the Games in advertising and promotion of its Broadcast and Exhibition of the Games. Except as expressly provided in this Clause [9] or Schedule [6], no other use of the Games Marks shall be made by Licensee.

10. **PROVISION OF ITVR SIGNAL [AND FACILITIES AND SERVICES]**

- 10.1 The ITVR Signals, duly monitored and corrected for television and synchronised, shall be delivered to [●] [Note: Member to insert access point] (the “**Access Point**”) in [HD 16:9, 14:9 protected format] [Note. Member to determine format] (unless an alternative format is agreed with Licensors). All arrangements for transmitting Licensee’s programmes and signals from the Access Point to the Territory shall be made in consultation with the Licensors and be at Licensee’s expense. The ITVR Signals shall be entirely electronic and may include titling, timing, slow motion

replays, basic graphics such as starting numbers, starting lists, names of competitors, IOC abbreviations for countries, results and world and Olympic records. Licensee acknowledges that:

10.1.1 the graphics and any text shall be in the English language; and

10.1.2 the production of the ITVR Signals shall have priority over any requirements for unilateral coverage agreed with Licensee.

Licensee shall have the right to request delivery, at Licensee's cost and expense at Rate Card, of the picture component of the international television signals produced by the Host Broadcasters in any broadcast or production standard other than that of the ITVR Signals, to the extent such signals are otherwise produced and made available by the applicable Host Broadcaster.

10.2 Licensors shall use reasonable endeavours to procure the provision of the following facilities and services in connection with the Broadcast and Exhibition of the Games by Licensee. Licensee acknowledges and agrees that the existence or availability of such facilities or services is dependent upon the IOC and/or LOCOG making the same available to Licensee (and as such Licensors shall not be liable to Licensee in the event of any failure to provide the same):

10.2.1 **Facilities:** Cancelled;

Cancelled;

10.2.2 **Access to Information Systems.** Cancelled.

10.3 [Licensors shall use reasonable endeavours to procure the following accreditations (subject to availability): [●] [Member to insert details]. Such accreditations shall be issued and utilised solely in connection with the production of coverage of the Games by Licensee. Access will be provided only to those areas that are reasonably required for each person to perform his respective duties. Personnel accredited by Licensee shall be prohibited from engaging in any private or free-lance use of the access thus provided. Misuse of these accreditation privileges by any person shall be grounds for revocation of the offending person's accreditation and Licensee shall be responsible for any such misuse. In the event that Licensee or any of its personnel or equipment shall interfere with the conduct of the Games or violate its terms of accreditation, Licensee acknowledges and agrees that the IOC and/or LOCOG shall have the right to eject Licensee or such personnel and equipment from the venues of the Games and suspend the accreditation of such personnel and equipment.]

10.4 Cancelled.

10.5 Cancelled.

11. **PAYMENTS**

- 11.1 Licensee shall pay to Licensor the sum of [Insert amount] as a payment for the rights granted under this Agreement (the “**Rights Payment**”).
- 11.2 The Rights Payment shall be made by bank transfer to the account nominated by Licensor so as to be received by the dates indicated below:
- First instalment – Upon signing of this Agreement and no later than 1.3.2012 – 30% of the Rights payment;
Second instalment – no later than 1.4.2012 – 20% of the Rights payment;
Third instalment - no later than 1.5.2012 – 20% of the Rights payment;
Fourth instalment - no later than 1.7.2012 – 30% of the Rights payment;
- 11.3 Additional, optional or unilateral services related to the exercise of the rights granted in this Agreement shall be separately payable to the IOC, LOCOG, EBU and/or Licensor.
- 11.4 Cancelled.
- 11.5 Cancelled.
12. Cancelled.
13. **TERMINATION**
- 13.1 Licensor shall have the right to terminate this Agreement immediately on written notice to Licensee upon the occurrence of one or more of the following conditions:
- 13.1.1 Cancelled.
- 13.1.2 if Licensee suffers or permits a change in the ownership, control or structure of Licensee (whether voluntary or by operation of law) that Licensor reasonably believes may materially alter the quality of Licensee's coverage of the Games or Licensee's ability to fully and effectively perform its obligations under this Agreement;
- 13.1.3 if, for any reason whatsoever, Licensor ceases to be an EBU Member; or
- 13.1.4 if, for any reason whatsoever, the agreement pursuant to which Licensor has acquired the media rights to the Games in the Territory is terminated.
- 13.2 Either party shall have the right to terminate this Agreement immediately on written notice to the other party upon the occurrence of one or more of the following conditions:
- 13.2.1 if the other party fails to observe or perform any of its material obligations under this Agreement and does not remedy such failure within thirty (30) days of being called upon to do so by written notice. In the event that the breach occurs at any time after the date which occurs thirty (30) days prior to the Games, the remedy period shall be reduced to five (5) days; or

- 13.2.2 if the other party becomes insolvent or bankrupt or enters into liquidation (other than a voluntary liquidation for the purposes of reconstruction, amalgamation or similar reorganisation) or enters into any arrangement or composition with its creditors or any of them, or has a receiver or administrator appointed over all or part of its property or assets.
- 13.3 On termination of this Agreement by either party:
- 13.3.1 all Licensed Rights and any other rights granted to Licensee under or pursuant to this Agreement shall immediately revert to Licensor (and Licensor shall have full right and authority to license the same to any third person), and Licensee shall immediately cease using or otherwise exploiting the same; and
- 13.3.2 Licensee shall immediately pay any unpaid amounts due for services, facilities or equipment provided by the IOC, LOCOG, EBU or the Host Broadcaster to such parties, it being agreed that Licensee shall have no further right to exercise or exploit such rights or to use any such services, facilities and equipment.
- 14. WARRANTIES AND REPRESENTATIONS**
- 14.1 Licensor represents and warrants that:
- 14.1.1 it is free to enter into, and, able to fully perform its obligations under this Agreement and it has the authority to grant the Licensed Rights and other rights granted by it in this Agreement,
- 14.1.2 each person signing this Agreement on behalf of Licensor is a duly authorised representative of Licensor and fully empowered to sign and deliver this Agreement on behalf of Licensor; and
- 14.1.3 it has not granted to any third party any right or interest which would violate any rights granted by it to Licensee under this Agreement.
- 14.2 Licensee represents and warrants that:
- 14.2.1 it is free to enter into and fully perform its obligations under this Agreement and has obtained any and all grants of authority, consents, licences or approvals necessary to do so;
- 14.2.2 each person signing this Agreement on behalf of Licensee is a duly authorised representative of Licensee, fully empowered to sign and deliver this Agreement on behalf of Licensee;
- 14.2.3 it shall perform all obligations and responsibilities imposed upon it under this Agreement in a timely manner (including without limitation in accordance with any and all timescales specified in this Agreement), and in accordance with the terms of the Olympic Charter;

- 14.2.4 it shall exercise the rights granted to it under this Agreement strictly in accordance with the terms of this Agreement, and shall not harm, misuse or bring into disrepute the Licensed Rights, the Games Marks, or any other rights granted to Licensee under this Agreement;
- 14.2.5 it shall procure that the directors, executives and other senior employees of Licensee do not make any defamatory or derogatory statements about, or take part in any activities which are or may be derogatory or detrimental to, the name, image and reputation of Licensor, the IOC, LOCOG, the Host Broadcaster (or any employee, officer or agent of the same);
- 14.2.6 it will at all times during the Term comply with all Applicable Laws with respect to the exercise of the rights granted under this Agreement and the performance of its obligations under this Agreement;
- 14.2.7 it shall not during the Term act or fail to act in a manner so as to interfere with the conduct of the Games or to hinder or prevent the IOC, LOCOG, EBU or the Host Broadcaster from performing their respective duties or obligations to other rights holders, and nor shall it induce any person to so act or fail to act; and
- 14.2.8 it shall not exploit any of the rights granted under this Agreement (including without limitation by means of the Broadcast of Exhibition of the Licensee Coverage) in a manner which infringes on any trade mark, service mark, or trade name, or violates the right of privacy or publicity of or constitutes libel or slander against, or infringes any copyright or violates any other right or interest of any third party.

15. INDEMNITY

- 15.1 Licensee shall indemnify, defend and hold harmless (and keep indemnified, defended and held harmless) the IOC, LOCOG, the EBU, the Host Broadcaster and Licensor (each an **"Indemnified Party"**) and their respective officers, members, directors, employees, licensees, agents, contractors and other representatives from and against any and all claims, actions, damages, losses, liabilities, costs and expenses (including reasonable legal fees and expenses) which any Indemnified Party may suffer as a result of:
 - 15.1.1 any material breach by Licensee of any warranty, representation or covenant contained in this Agreement;
 - 15.1.2 any infringement of any trade mark, service mark or trade name, any violation of the right of privacy or publicity, any defamation or any infringement of any copyright or violation of any other right or interest of any third party by any Licensee Coverage or other material added by any of Licensee or any of its advertisers, agents, representatives, assigns or affiliates in connection with the exploitation of the Licensed Rights and other rights granted to Licensee under this Agreement;

- 15.1.3 any unauthorised use of the Games Marks, or any Olympic Designation, the Olympic Symbol or any Composite Logo by Licensee or any of its contractors, employees, subsidiaries, licensees, affiliates, advertisers, assignees, agents or other representative whether or not during the Broadcast or Exhibition or promotion of the Games;
- 15.1.4 any loss, damage or injury to persons or property in any manner arising out of any wrongful or negligent act or omission by Licensee in connection with the performance or non-performance of its obligations under this Agreement; and/or
- 15.1.5 any claim of taxes including interest and penalties owed or owing as a result of any payment made or to be made by Licensee to any Indemnified Party.

16. INSURANCE

- 16.1 Without limiting any other obligation or liability under this Agreement, Licensee shall procure and maintain at its own expense a comprehensive commercial general liability insurance policy which will be in force for the duration of this Agreement. The insurance policy shall cover all risks of liability arising from Licensee's performance of this Agreement and be taken out with a creditworthy insurance company. Cover under this policy shall apply to bodily injury (including death), property damage, contractual liability and personal injury coverage, including advertising, publishing, broadcasting and telecasting liability, as may be applicable.
- 16.2 The policy or policies providing insurance as required pursuant to Clause [16.1] above shall be endorsed to include Licensor as an additional insured. Licensee shall provide Licensor with satisfactory evidence of such insurance and certifying that at least the minimum insurance coverage required above is in effect and specifying that the insurance policy or policies providing such coverage will not be cancelled or materially changed without thirty (30) days advance written notice to Licensor and that no material change in such coverage may be made by Licensee without the prior written agreement of Licensor. [Member to determine whether to specify a minimum value of insurance to be maintained by Licensee]

17. COPYRIGHT

- 17.1 Licensee grants and assigns to the IOC, including where applicable by present assignment of future copyright, all of its rights under copyright law or otherwise, throughout the world, for the entire duration of such rights under Applicable Law, to Licensee Coverage (but specifically excluding Licensee Material) and all depictions, transcriptions, recordings, broadcasts, telecasts, exhibition or other dissemination of any kind or nature of the Games produced or broadcast by or for Licensee. Where Applicable Law does not permit the assignment or transfer of such rights at any relevant time, Licensee shall (i) to the greatest extent permitted by Applicable Law and subject to any applicable legal restrictions or limitations, grant the IOC an exclusive, irrevocable and royalty-free license for the use and exploitation of such rights throughout the world, for the entire duration of such rights under Applicable Law, subject to any rights granted by the IOC to Licensee hereunder, and (ii) to the

extent it becomes permissible to assign such rights under Applicable Law, grant and assign such rights to the IOC throughout the world for the entire duration of such rights under such Applicable Law. Licensee warrants and undertakes that it will, at Licensors request and Licensee's own cost, execute such deeds or documents and do all such acts and things as may be necessary or desirable to substantiate and maintain the rights of the IOC in respect of the matters referred to in this Clause.

- 17.2 Licensee shall include at least once in each individual Broadcast or Exhibition of the Games (other than regularly scheduled daily news programmes of which the actual news element constitutes the main feature and that are not positioned or promoted as Olympic programmes), proper copyright notices of sufficient size and duration to be easily read by the viewer identifying the IOC as the copyright proprietor (including by way of example "*Copyright © 2012 International Olympic Committee/[Name of Member]. All Rights Reserved*").

- 17.3 Licensee shall also make the following audio announcement not less frequently than at the beginning and end of each individual Broadcast or Exhibition of the Games:

"This [broadcast] is presented by authority of the International Olympic Committee and may not be reproduced or retransmitted in any form without the express written consent of the International Olympic Committee"

provided that inclusion of such announcement shall only be required if it is common practice to include similar announcements in Broadcasts and Exhibitions of sports events in the Territory as of the date of the relevant Broadcast or Exhibition.

18. MISCELLANEOUS PROVISIONS.

- 18.1 The Games shall be held over a period of sixteen (16) days within the months of July and August 2012 predominantly at locations in and around the Host City, as determined solely within the discretion of the IOC and LOCOG. A provisional schedule of the events of the Games and the dates on and locations and times at which such events will be held is attached at Schedule [3]. However, Licensee acknowledges that that such schedule shall be subject to change as may be deemed appropriate in the sole discretion of the IOC and/or LOCOG.
- 18.2 The parties to this Agreement agree to use reasonable measures to keep this Agreement confidential except to the extent that disclosure is necessary for financial, legal or governmental proceedings. Licensee acknowledges and agrees that Licensors shall be entitled to disclose the terms of this Agreement to the IOC, the EBU and the staff, advisors and other persons necessary for Licensors to exercise its rights or to comply with the requirements of this Agreement, provided that all such entities to whom disclosure is made shall also agree to respect this confidentiality provision. The duties of the parties hereunder shall survive the expiration or earlier termination of this Agreement.
- 18.3 This Agreement does not constitute either party to be the agent of the other, or create a partnership, joint venture or similar relationship between the parties, and no party shall have the power to obligate or bind the other party in any manner whatsoever.

The parties hereto shall act in all respects as independent contractors. Each party shall be responsible for its own employees, representatives and contractors, and each shall be obligated for all payments, including any payments required to be made or withheld by any law or regulation regarding tax, insurance or other benefits, and for all taxes and other filings which each is respectively required to make in respect of such person or employment.

- 18.4 Licensee shall not have the right to assign, transfer, declare a trust over or otherwise encumber, delegate or sub-contract any of its rights or obligations under this Agreement in any manner whatsoever to any third party without the prior written consent of Licensor.
- 18.5 A waiver of any provision of this Agreement or of the Olympic Charter or any breach thereof in one instance shall not be construed as a waiver of that provision or breach thereof in the future. All rights and remedies of the parties hereto are cumulative and not in limitation or restriction of any other right or remedy.
- 18.6 This Agreement may not be altered, amended or modified except in writing signed by a duly authorized representative of each of the parties.
- 18.7 Notices hereunder shall be in writing and delivered in person or by airmail or facsimile transmission to the respective addresses of the parties shown below. Notice shall be deemed given on the date of personal delivery, five (5) days after mailing, or if by facsimile transmission, one (1) day after the date such facsimile transmission is sent. Subject to any written notice of change hereafter given by any party to this Agreement, the address of each party to which notices are to be addressed is as follows:

In the case of Licensor:

[•]

In the case of Licensee:

[•]

- 18.8 This Agreement, together with its Schedules, constitutes the entire understanding between the parties as to its subject matter and supersedes all prior oral and written understandings, agreements and commitments with respect to such subject matter (provided that nothing in this Clause shall exclude or restrict the liability of either party for fraud or fraudulent misrepresentation or statement).
- 18.9 This Agreement is entered into only for the benefit of the parties, and is not for the benefit of and may not be enforced by any third party save that the IOC and the EBU shall be entitled to receive the benefit of any rights accorded to them under this Agreement and shall be entitled to take such action to enforce the terms of this Agreement including, without limitation, by seeking injunctive or other relief before any competent court or authority.

- 18.10 The determination of any competent court or authority that any provision of this Agreement is void, invalid or unenforceable shall not affect the remainder of this Agreement, all of said provisions being inserted conditionally on their being considered legally valid and in compliance with all Applicable Law, and this Agreement shall be construed and performed in all respects as if such void, invalid or unenforceable provisions were omitted insofar as the primary purpose of this Agreement is not frustrated.
- 18.11 This Agreement may be signed and accepted in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 18.12 Unless the context implies otherwise, words importing the singular number only shall include plural and vice versa and words importing the masculine gender shall include the feminine gender and words importing persons shall include firms, associations, partnerships, limited liability companies and corporations and any other entity and vice versa. The headings of this Agreement have been inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 18.13 Licensee acknowledges that none of the IOC, the EBU, LOCOG, the Host City, or the Government of the Host Country (the “**Unrelated Parties**”) are parties to this Agreement or have any obligations hereunder, and that Licensor is not acting as agent or partner for any such entities in any way involving this Agreement. Licensee agrees and covenants to refrain from bringing or causing to be brought any claims, demands, actions, suits or other proceedings, whether at law or in equity, or whether before a court, arbitration panel, agency or board or other body, against the Unrelated Parties or any director, officer, employee, agent or volunteer of the same or of Licensor, individually or collectively, on account of any and all rights, demands, damages, claims, actions, causes of action, accrued or unaccrued, which Licensee has, claims to have or may have, to the extent any such cause of action relates to any financial responsibility or other liability of Licensor in connection with this Agreement or any subsequent agreement entered into between Licensee and Licensor relating to the subject matter of this Agreement. All Licensee’s dealings in relation to this Agreement shall be with Licensor and Licensee shall not contact any Unrelated Party in relation to this Agreement without the prior consent of Licensor.

19. **RESOLUTION OF DISPUTES AND LIABILITY**

19.1 Cancelled.

19.2 Cancelled.

19.3 Licensee hereby recognises that damages in the event of breach of this Agreement by Licensee would be difficult to ascertain. In addition to and without limiting any other remedy or right it may have, Licensor, the IOC and/or LOCOG shall have the right to an injunction or other equitable relief in any court of competent jurisdiction enjoining any such breach and enforcing specifically the terms and provisions hereof, and Licensee hereby waives any and all defences it may have on the ground of lack of

jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of this right will not preclude Licensor, the IOC and/or LOCOG from pursuing any other rights and remedies at law or in equity which Licensor, the IOC and/or LOCOG may have.

IN WITNESS WHEREOF, the parties to this Agreement, by their respective duly authorised representatives, have subscribed below to constitute this their legal and binding mutual agreement.

[LICENSOR]

By: _____
[•]

By: _____
[•]

[LICENSEE]

By: _____
[•]

By: _____
[•]

SCHEDULE [1]

GAMES MARKS



SCHEDULE [2]

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO MOBILE PLATFORM EXHIBITION RIGHTS.

[Member must include this Schedule where Mobile Platform Exhibition Rights are being licensed]

1. Licensee acknowledges that the NOC in the Territory controls the sale of sponsorship opportunities in respect of the Mobile Platform Exhibition Rights and, as a result, Licensor is not under, and shall not be deemed to have undertaken, any obligation whatsoever to Licensee hereunder in connection with such sponsorship opportunities. Licensee acknowledges and accepts that the use and exploitation of the Mobile Platform Exhibition Rights and any related activities related (including, without limitation, promotional and advertising activities) must be carried out in cooperation and close coordination with Licensor and, through the Licensor, the EBU and the IOC.
2. Licensee shall be entitled to promote and advertise the availability of Olympic coverage or content on its mobile platform (including the type of content or coverage to be made available), subject to the following:
 - 2.1 if Licensee is not an NOC Sponsor in the Territory, any such promotion or advertising shall be carried out in a manner that does not primarily promote or enhance such Licensee's corporate brand or image (as determined by Licensor); [Member to include as applicable]
 - 2.2 not later than twenty five (25) Business Days prior to the launch of any promotional and/or advertising programmes or campaigns by Licensee in connection with or related to its use or exploitation of Mobile Platform Exhibition rights, Licensee shall submit to Licensor a detailed outline or plan of each such promotional and/or advertising programme or campaign, including representative samples of all promotional and advertising material to be used in connection with such programme or campaign. Licensee shall not launch any such programme or campaign if Licensor objects in writing to such programme or campaign within twenty (20) Business Days of receipt of such outline or plan; and
 - 2.3 Licensee shall comply with any and all additional guidelines relating to permitted promotional and advertising activities by Licensee of Mobile Platform Exhibition Rights as may be notified to Licensee by Licensor.
3. The IOC shall notify such holders of Mobile Platform Exhibition rights, including Licensee, (i) whether and where the Broadcast and Exhibition of the Games through roaming arrangements will be permitted and (ii) the guidelines and rules adopted by the IOC for purposes of such roaming arrangements. Licensee shall be bound and shall abide by the determination made by the IOC and, if and to the extent applicable,

such guidelines and rules adopted by the IOC in relation to roaming arrangements and/or any overspill restrictions.

4. Licensee acknowledges that the IOC has already licensed the rights to Broadcast and Exhibit the Games over Mobile Platforms in the United States, without reserving a possibility for holders of such rights outside the United States to Broadcast and Exhibit the Games to their subscribers in the United States via roaming arrangements. Without prejudice to the foregoing provisions of this Schedule, Licensee acknowledges and agrees that nothing in this Agreement shall be deemed to impose on Licensor and/or the IOC, any obligation to extend the right to exercise the Mobile Platform Exhibition rights to the United States at any time.
5. Licensee shall, on a quarterly basis, inform Licensor of the status of its actual and/or proposed exploitation of the Mobile Platform Exhibition rights licensed to it under the Agreement in such form and in such details as may reasonably be required by Licensee.

SCHEDULE [3]

PROVISIONAL SCHEDULE OF EVENTS

[To be provided separately]

SCHEDULE [4]
IOC NEWS ACCESS RULES
APPLICABLE TO THE GAMES

IOC SOCIAL BLOGGING AND INTERNET GUIDELINESGAMES

SCHEDULE [5]

PREFERENTIAL SPONSORSHIP AND ADVERTISING OPPORTUNITIES TO OLYMPIC SPONSORS

[Member need not include this Schedule where the Licensee's service does not carry broadcast sponsorship or advertising]

1. Licensee acknowledges the importance of the IOC and Licensee cooperating (through Licensors) as fully as possible with respect to the licensing by the IOC of corporate sponsorships to the Games, and the sale by Licensee of advertising and sponsorship in connection with its Broadcast and Exhibition of the Games in order to (i) maximize promotion of the Games by the IOC, and (ii) avoid consumer confusion with respect to the identities of the IOC's and LOCOG's sponsors of the Games, the NOC's sponsors and Licensee's Broadcast and Exhibition advertisers.
2. Licensors shall inform Licensee of the Sponsors that will be entitled to the benefits of Paragraphs 3 and 4 of this Schedule in respect of the Games by written notice (the **"Designated Sponsor Schedule"**) delivered to Licensee. Licensors reserve the right to amend or supplement the contents of each Designated Sponsor Schedule from time to time by written notice delivered to Licensee at any time. Any such notice shall not affect prior sales in the categories concerned.
3. Subject to Applicable Laws and regulations, Licensee shall offer the TOP Sponsors set forth in the Designated Sponsor Schedule, as amended or supplemented from time to time, a Right of Protected First Negotiation (as defined below) (or Competitive Access (as defined in Paragraph 4 below) with respect to any Broadcast and Exhibition of the Games consisting only of audio broadcasts on radio) for all sponsorship opportunities in connection with the Broadcast and Exhibition of the Games and for all advertising spots during any programme comprising the Broadcast and Exhibition of the Games and adjacencies (as defined below) to any such programme in respect of the product or service categories for which each such TOP Sponsor has been granted Olympic rights.

"Right of Protected First Negotiation" means that Licensee shall first negotiate in good faith and on a commercially reasonable basis with each TOP Sponsor for a period of forty-five (45) Business Days (or thirty (30) Business Days during the six months preceding the Games) for the sale of any sponsorship opportunities and advertising spots to such TOP Sponsors. If Licensee and the relevant TOP Sponsors have not been able to reach an agreement on any such sponsorship opportunities or advertising spots within such period, Licensee shall be free to negotiate with third parties for the sale of such sponsorship opportunities or advertising spots in such product or service category, provided that Licensee shall not be entitled to conclude an arrangement with any third party, at any time thereafter, on terms that are less favourable to Licensee (all things considered) than those that have been offered to or from any such TOP Sponsor, without first going back to such TOP Sponsor and giving it a reasonable period of time (and in no event less than ten (10) days) to either

accept or reject such sponsorship opportunities or advertising spots on such terms. In the event Licensee proposes to sell any remaining sponsorship opportunities in connection with the Broadcast and Exhibition of the Games or any remaining advertising spots during any programme comprising the Broadcast and Exhibition of the Games and adjacencies to any such programme:

- (i) during the period from ninety (90) to thirty-one (31) days before the opening ceremony of the Games, the period of negotiation shall be reduced to twenty (20) days; or
 - (ii) beginning thirty (30) days before the opening ceremony of the Games, the period of negotiation shall be further reduced to one half the time then remaining until such opening ceremony; provided that in no event shall such period be reduced to less than twenty-four (24) hours.
4. After carrying out its obligations under Paragraph 3 above, Licensee shall offer to the LOCOG Sponsors and the NOC Sponsors set forth in each Designated Sponsor Schedule, as amended or supplemented from time to time, Competitive Access (as defined below) to all sponsorship opportunities in connection with the Broadcast and Exhibition of the Games and to all advertising spots during any programme comprising the Broadcast and Exhibition of the Games and adjacencies (as defined below) to any such programme.

"Competitive Access" means the opportunity to purchase a comparable amount and quality of advertising time on the same terms and conditions as made available to other companies, subject to prior sale.
5. In the context of Paragraphs 3 and 4 above, "adjacencies" means the total period between the end of the programme preceding the Broadcast or Exhibition of the Games and the beginning of the Broadcast or Exhibition of the Games and the total period between the end of the Broadcast or Exhibition of the Games and the Broadcast or Exhibition of a following programme; provided that if any Broadcast and Exhibition of the Games does not include advertising spots during or adjacencies to such Broadcast and Exhibition, then "adjacencies" shall include the closest block of advertising in the hour immediately preceding such Broadcast and Exhibition of the Games and the closest block of advertising in the hour immediately following such Broadcast and Exhibition of the Games.
6. Licensors acknowledges that a certain amount of the advertising spots in the space before and after any programme comprising Licensee's television or radio coverage of the Games, or during the closest blocks of advertising preceding and following Licensee's television coverage of the Games may be sold in advance as part of Licensee's on-going, long-term standard sales strategy and not as part of any Olympic-related sale.
7. Licensee shall not grant any options with respect to sponsorship or advertising spots relating to future Olympic Games.

8. Licensor shall use reasonable endeavours to procure the IOC to assist Licensee and the Sponsors so that negotiations are conducted in good faith in relation to the preferential sponsorship and advertising opportunities referred to above. It is understood and agreed that the preferential and advertising opportunities referred to above are solely with respect to the Games and shall not be conditional on Sponsors buying other events, whether sports or cultural events.

The advertising and sponsorship opportunities to be offered to Sponsors as described above shall include all instances in which a third party can commercially associate itself with the Broadcast and Exhibition of the Games including, without limitation, traditional advertising spots as well as billboards, voice-overs, lead-ins, and all enhanced advertising and sponsorship opportunities such as naming rights to a segment, feature, profile, update and the like as well as any advertising and sponsorship opportunities in connection with the Computer Network Exhibition, Mobile Platform Exhibition or Future Media Broadcast and Exhibition of the Games.

9. Licensee shall not grant any of its programme sponsors (other than Sponsors) the right to use, and Licensee shall forbid its programme sponsors (other than Sponsors) from using, in any medium (including television, audio, printed or otherwise) the Olympic Designations or other marks or configurations clearly associated with the Olympic Movement for any purpose or any terms or expressions implying sponsorship of the Games, including, without limitation, the terms "Olympic" and/or "Games." Such programme sponsors shall, however, be authorised to use a phrase such as "This programme is offered to you by ..." or any such other equivalent phrase approved in writing by Licensor. Licensee shall insert provisions in their contracts with their respective programme sponsors in order to ensure the foregoing.
10. Licensee shall not knowingly Broadcast and Exhibit any advertising or promotional material that contains any Olympic Designation, any identifying phrase, commercial association or any references or images to or usages of the Games, Games venues or prior Olympic Games (including, but not limited to, historical footage) clearly implying the existence of any association or official relationship between any person, firm or entity and the IOC, LOCOG (or the organising committee of any previous Olympic Games) or the Games without the prior approval of Licensor. Upon request, and where Licensor and/or the IOC has reasonable grounds to believe that any ambush marketing is occurring or that there is an unauthorised use of Olympic Designations, Licensee shall promptly provide to Licensor a copy of any advertisement sold, aired or to be aired in connection with its Broadcast and Exhibition of the Games, including the amount, the advertising units purchased, the name of the advertiser and the relevant product or service category. The provisions of this Paragraph 10 shall not apply to advertising of Sponsors.

SCHEDULE [6]

USE OF GAMES MARKS

1. Use of Games Marks

1.1 Subject to all the terms of this Schedule and the prior written approval of the IOC, Licensee shall have the right to use the Games Marks subject to the following conditions:

- (i) Licensee shall not use any Games Marks in the manner of a direct, indirect or implied endorsement or direct promotion of any product or service, on or in connection with a product or service of any kind or as a “traffic builder” for any product or service;
- (ii) the Games Marks shall be used by Licensee solely for the promotion of its transmissions before and during the Games;
- (iii) in no event will Licensee be entitled to grant to third parties the right to use any of the Games Marks or to authorise the use of any of the Games Marks in any form whatsoever;
- (iv) all uses of the Games Marks shall comply with all Applicable Laws and regulations and shall indicate appropriate intellectual property notices of protection; and
- (v) any advertising, promotional or display materials to be used by Licensee in connection with the Games Marks shall not include references which would be likely to offend the general public or to reflect unfavourably on the good name, goodwill, reputation and image of the IOC, LOCOG, the Olympic Movement, the Games Marks or which would be contrary to Applicable Laws.

1.2 Licensee shall prohibit its sponsors, advertisers or any other third party from exercising any rights to use the Games Marks or any other Olympic-related mark or designation. No mark or identification other than that of Licensee shall appear simultaneously with the Games Marks. The Games Marks shall not immediately precede or immediately follow any advertising or programme sponsorship credits. The provisions contained in this paragraph shall not apply in regard to any where they have obtained the relevant access rights from the applicable National Olympic Committee(s) to use the Games Marks.

1.3 The Games Marks may be used on the Internet subject to the following conditions:

- (i) Licensee may use the Games Marks on the Internet solely to promote its Broadcast and Exhibition of the Games;
- (ii) Licensee shall not create an “Olympic” web site; the use by Licensee of the Olympic Marks shall be restricted to its general web site; and

- (iii) Except in the case of Sponsors and subject to Clause [8.2] of the Agreement, the Games Marks shall not be used on the same page or on the screen at the same time as any reference to any third party or third party's products or services.

2. Protection of Games Marks.

- (i) Licensee shall take all reasonable steps necessary to preserve and enforce the use of the Games Marks solely for purposes authorised by the IOC and LOCOG (through Licensor);
 - (ii) Licensee shall use the Games Marks in strict compliance with the provisions of this Agreement and shall not do or omit to do anything which could invalidate or jeopardize the rights of the IOC or LOCOG in the Games Marks;
 - (iii) Licensee acknowledges and agrees that it is not acquiring, and nothing contained in this Agreement shall be construed to grant to Licensee, any proprietary rights in or to the Games Marks, any product merchandising, licensing or sponsorship rights with respect to the Games or the Games Marks (except the use of the same as provided in this Agreement) or in any copyright, trademark or design of the IOC or LOCOG or any goodwill accruing from the use of any of the Games Marks or any such copyright, trademark or design. Licensee shall not take any action to the detriment of the rights or interests of the IOC or LOCOG in any of the aforesaid, either during the term of this Agreement or thereafter;
 - (iv) Licensee shall not assert the invalidity of any of the Games Marks, contest the IOC's or LOCOG's rights in any of the Games Marks or cause, influence, assist or procure in any manner whatsoever any other person or entity, either during the term of this Agreement or thereafter, to make any such assertion or take any such action; and
 - (v) If any right, title or interest in or to the Games Marks or in any copyright, trademark or design of the IOC or LOCOG or any goodwill accruing from the use of any of the Games Marks or any such copyright, trademark or design become vested in Licensee (by operation of law or otherwise), Licensee shall hold the same in trust for the IOC or LOCOG, as the case may be, and shall, at the request of the IOC or LOCOG, forthwith unconditionally assign free of charge any such right, title or interest to the IOC or LOCOG, as the case may be, and execute any documents necessary in connection with the same.
3. Except as provided in this Schedule, Licensee shall not have any right to use or to authorise any third party the right to use the Games Marks for any purpose.
4. All uses of the Games Marks shall faithfully and accurately reproduce the colour, design and appearance, without embellishment, of the Games Marks as shown in the then current IOC or LOCOG Graphic Standards Manual, as the case may be. No partial version of any Games Mark or component thereof may be used at any time for any purpose without the express prior written consent of the IOC or the applicable

LOCOG, as the case may be (in each case obtained through Licensor). LOCOG shall be entitled to produce a Games Marks and Imagery Usage Guidelines manual, the purpose of which is to provide Licensee with guidelines and procedures to be followed for the use of Games Marks in connection with its Broadcast and Exhibition of the Games.

5. All uses of the Games Marks shall comply with all Applicable Laws and shall to the degree reasonably necessary include intellectual property notices appropriate to protect the Games Marks.
6. The limited rights granted under this Schedule shall not be construed to constitute merchandising or product sponsorship rights with respect to the Games or any of the Games Marks. Licensee hereby expressly acknowledges and agrees that it is not acquiring, and nothing contained herein shall be construed to grant to Licensee, any proprietary rights in or to any of the Games Marks or any product merchandising or licensing rights or sponsorship rights with respect to the Games, or the Games Marks, which rights shall vest and remain with the IOC and LOCOG, as applicable. All goodwill accruing from the use by Licensee of the Games Marks shall accrue solely to the IOC and/or LOCOG (as applicable).
7. The approval of use of the Games Marks shall be subject to the following procedures:
 - (i) Licensee shall submit to the IOC (through Licensor), for its prior written approval, representative samples of all advertising, promotional and other display material to be used by it containing or referring to the Games Marks at least fifteen (15) Business Days prior to its release to the public.
 - (ii) Licensor may advise Licensee of any use or element of any proposed use which is inconsistent with the Agreement, the Olympic Charter or Applicable Law. Licensee shall make the changes, if any, in any such uses that are required to cause such use to conform to the requirements of this Agreement, the Olympic Charter or Applicable Law.
 - (iii) Licensee shall not release any such material without the approval of the IOC (given through Licensor) to the proposed use of the Games Marks.
 - (iv) The approval by the IOC of a particular use of a Games Mark in one media or format will not extend to uses in other media or formats.
8. Licensee shall supply to Licensor free of charge for administrative and archival purposes six (6) originals of representative samples of all advertising, promotional and other display material using Games Marks used by it in connection with the Games as soon as such material becomes available. All video material shall be of broadcast quality and shall be provided on BETACAM SP PAL Tape. All other material shall wherever possible be provided on slides.
9. All material and representative samples to be submitted hereunder shall be sent to the following address:

European Broadcasting Union, 17A L'Ancienne Route, 1218 Grand-Saconnex,
Geneva, Switzerland.

Attn: Mrs Gina Lundby