

## Media & Marketing Regulations

### FIFA Beach Soccer World Cup Paraguay 2019

#### **PART A: DEFINITIONS**

**“Ambush Marketing”** means any attempt by any entity to gain an unauthorised commercial association with the Competition itself, or to exploit the goodwill and publicity generated by the FIFA Beach Soccer World Cup Paraguay 2019 or FIFA in a manner not authorised by FIFA.

**“Commercial Affiliates”** means any entity to which FIFA or any nominee of FIFA grants any sponsorship rights in relation to, among others, the Competition, namely FIFA Partners, National Supporters and branded licensees. The term “Commercial Affiliates” excludes Media Rights licensees.

**“Competition”** means the final competition of the FIFA Beach Soccer World Cup Paraguay 2019 organised under the auspices of FIFA.

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

- the word mark “FIFA Beach Soccer World Cup Paraguay 2019” (including the equivalent in all languages) and any permutation thereof, whether registered or capable of registration;
- the word mark “World Cup” (including the equivalent in all languages);
- the Official Emblem of the FIFA Beach Soccer World Cup Paraguay 2019, to be developed and published by FIFA subsequent to the enactment of these Regulations;
- the Official Mascot of the FIFA Beach Soccer World Cup Paraguay 2019 and the name of the Official Mascot, both to be developed and published by FIFA subsequent to the enactment of these Regulations (both if applicable);
- the Trophy, an image of which is included in the attached appendix for informational purposes only;
- the Official Poster of the FIFA Beach Soccer World Cup Paraguay 2019, to be developed and published by FIFA subsequent to the enactment of these Regulations (if applicable);
- the Competition Name (as defined below).

**“Competition Matches”** means all thirty-two (32) football matches held in the Competition.

**“Competition Name”** means the following official name of the Competition: the word mark “FIFA Beach Soccer World Cup Paraguay 2019” (including the equivalent in all languages).

**“Competition Period”** means the period starting five (5) days prior to the first Competition Match of the Participating Team and ending seven (7) days following the final Competition Match.

**“Competition Regulations”** means the “Regulations FIFA Beach Soccer World Cup Paraguay 2019” as issued by FIFA, being the binding regulations for the FIFA Beach Soccer World Cup Paraguay 2019 regulating the rights, duties and responsibilities of all Member Associations participating in the Competition or the Preliminary Competition.

**“Competition Stadium”** means any stadium at which Competition Matches are due to be held, including all areas that are inside the outer security perimeter of the stadium.

**“Competition Territory”** means the territory of Paraguay.

**“Composite Logo”** means a composite logo featuring the Official Emblem of the Competition and a Participating Member Association’s emblem.

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

**“Controlled Area”** means any of the following areas:

- (i) any Competition Stadium;
- (ii) any Official Training Site;
- (iii) all Team Hotels and the FIFA hotels;
- (iv) all Official FIFA/LOC Press Conferences/Interviews;
- (v) any location where official ancillary events (such as the FIFA banquet etc.) are held;
- (vi) the International Broadcasting Centre or International Broadcasting Coordination Centre (depending on scale as confirmed by FIFA prior to the Competition);
- (vii) any accreditation centre; and
- (viii) any areas where official Competition accreditation is required to enable access (including, without limitation, the team dressing rooms, stands, mixed zones, interview rooms, media and television centres and VIP rooms) and the location of any official Competition-related FIFA or LOC functions, press conferences and media events.

**“Digital Medium”** means any media or communication platform that utilises or enables digital content delivery or interactivity in any respect (whether now known or hereafter devised, developed or invented), accessible by the general public or closed circuit, for personal or commercial purposes, including without limitation any medium or platform that utilises the internet, computer, mobile, and/or other digital technology, platforms, or networks for distribution, display, communication, or other functionality, such as social media platforms like Facebook, Twitter, Google+, YouTube, flickr, etc., or blogs, websites, apps or similar media tools.

**“Equipment”** means all garments and apparel items listed in Annexe A of the Equipment Regulations, including Playing Equipment items, Special Equipment items and other Equipment items.

**“Equipment Regulations”** means the FIFA Equipment Regulations in their applicable form approved by the FIFA Executive Committee, as potentially amended by FIFA from time to time.

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

**“FIFA Films”** means the department of the TV Sub-Division of FIFA appointing FIFA TV film crews (together with the host broadcaster appointed by FIFA) to collect still and moving images during the Competition Period at each Competition Stadium, at Official Training Sites and at the Team Hotels for the multilateral purposes of FIFA and its Media Rights licensees.

**“FIFA Officials”** means collectively (i) FIFA staff and further FIFA officials or accredited appointees of FIFA; (ii) LOC staff and further LOC officials; (iii) all appointed match officials, including referees, assistant referees, fourth officials, fifth officials as well as any additional assistant referees; and (iv) any other individual being a member of the FIFA or LOC delegation.

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

**“Fixed Media Rights”** means all rights to exhibit, exploit and/or distribute any audio-only material, still or moving visual-only or audio-visual material, data and/or textual material (including the basic feed (i.e. continuous international broadcasting video signal), multi feeds, additional feeds, unilateral coverage, archive materials, audio feed and commentary) of and/or relating to the Competition and/or the ceremonies (or any part thereof) relating to the Competition by means of any magnetic, electronic or digital storage device including, by way of example, DVD, VHS or CD-ROM.

**“Host Member Association”** means the Paraguayan Football Association, which has been appointed by FIFA to organise, host and stage the Competition. As such, the Host Member Association is automatically qualified as a Participating Team for the Competition and represents one of the sixteen (16) Participating Member Associations.

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

**“In-Ship Rights”** means (i) all rights to transmit and/or exhibit, by means of any media whatsoever any audio-only, still or moving visual-only, audio-visual, data and/or textual material of, and/or relating to the Competition and/or any of the ceremonies relating to the Competition, whether on a live basis or otherwise, for reception and/or exhibition on any ship when in international waters, namely the open oceans, seas and waters of the world that are (a) outside the territorial waters of any nation, (b) outside of any national jurisdiction, and (c) deemed as such in accordance with international maritime law, and (ii) all rights to exploit any and all commercial opportunities (including, for example, broadcast sponsorship and commercial airtime opportunities) arising from, and/or in connection with, each such transmission and exhibition.

**“LOC”** means the FIFA Beach Soccer World Cup Paraguay 2019 Organising Committee.

**“Marketing Rights”** means, in any and all media, any and all advertising rights, promotional rights, rights of endorsement, rights of association, premium and giveaway rights, marketing rights, merchandising and licensing rights, concession rights, sponsorship rights, hospitality rights, travel and tourism rights, ticketing rights, accommodation rights, publishing rights, betting/gaming rights, retail rights, music rights and any

other rights and/or associated commercial opportunities relating to the Competition to the extent that such rights are not Media Rights.

**“Match Day”** means any calendar day during the Competition Period on which a Participating Team is scheduled to play a Competition Match.

**“Media Rights”** means the right to report upon, record, transmit or otherwise exploit any still or moving visual-only images, any audio-only material, any audio-visual material, any text and any data by any means whatsoever (whether now known or hereafter devised, developed or invented), any aspect or element of the Competition taking place within any site on a live and/or delayed basis in any media and by any means of delivery whether now known (including successor technologies) or hereafter invented. For the avoidance of doubt, the right to broadcast and/or transmit the basic audio-visual feed (or any supplemental feed) and the right to transmit radio commentary of any Competition Match constitutes Media Rights. The Media Rights include the right to record, create and exploit the official film of the Competition and/or similar audio-visual products and programming, and shall include Fixed Media Rights, Public Exhibition Rights and In-Flight Rights.

**“Member Association”** means any national football association affiliated to FIFA, irrespective of whether its representative team is participating in the Competition.

**“Mobile Device”** means any wireless device, whether now known or devised or invented in the future, which is (i) designed or adapted to be capable of being operated whilst the user is in motion; and (ii) capable of intelligibly receiving audio material and/or still or moving visual and/or audio-visual material; and (iii) either handheld or installed in a vehicle, but expressly excluding any television receiver, whether handheld or installed in a vehicle, which does not have any telephony or other built-in two-way communications capability.

**“National Supporter”** means any entity which is granted a package of advertising, promotional and marketing rights in relation to any single football competition organised by, or under the auspices of FIFA, such rights to be exercisable only in the host territory of the relevant competition.

**“Official FIFA/LOC Media Activity”** means any media activity, such as press conferences or interviews, held at a Competition Stadium or an Official Training Site, no matter who operates such press conference or interview, and any press conference or interview that is operated and/or controlled by FIFA or the LOC, no matter where such media activity takes place.

**“Official Training Site”** means any training ground made available to Participating Member Associations by FIFA and/or the LOC for the use of Participating Teams for the purposes of training (including all facilities at or adjacent to the training ground), but specifically excluding Competition Stadiums.

**“Participating Member Association”** means those sixteen (16) Member Associations whose representative team has qualified as a Participating Team for the Competition.

**“Participating Team”** means any team that represents a Participating Member Association during the Competition.

**“Playing Equipment”** means collectively all components/items (shirt, shorts and socks) worn by the players and substitutes of the Participating Teams during a Competition Match.

**“PMA Affiliate”** means any commercial affiliate of any Participating Member Association, including any affiliated company, licensee, agent, sponsor, marketing partner, media partner or other commercial

partner, whether appointed directly or indirectly by the relevant Participating Member Association or its nominee.

**“PMA Digital Medium”** means any Digital Medium utilised or operated by or on behalf of a Participating Member Association.

**“PMA Guests”** means all representatives, staff, family members, companies, PMA Affiliates or third parties contracted to the Participating Member Association, privately invited guests or any other individuals or entities to whom a Participating Member Association allocates tickets for the Competition.

**“PMA Marks”** means any symbol, emblem, logo, mark or designation which is owned by the Participating Member Association, including any foreign translation and any permutation thereof, whether registered or capable of registration.

**“PMA Media Activity”** means any media activity, such as press conferences or interviews, operated by or on behalf of a Participating Member Association and which is not an Official FIFA/LOC Media Activity.

**“Preliminary Competition”** means the continental qualification phase and the intercontinental qualification phase (e.g. play-off matches between teams of the Member Associations participating in the Preliminary Competitions of different Confederations, if applicable) of the FIFA Beach Soccer World Cup Paraguay 2019, featuring the representative teams of all Member Associations which have applied to participate in the Preliminary Competition. Following the conclusion of the Preliminary Competition, representative teams are either eliminated or automatically qualified for the Competition. In accordance with the Competition Regulations, the organisation of the Preliminary Competition has been assigned to the Confederations.

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

**“Replica Trophy”** means the relatively indistinguishable copy of the Trophy.

**“Special Equipment”** means any Equipment item other than Playing Equipment.

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

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

**“Team Hotel”** means any official hotel (including the hotel’s grounds), such as the “team base camp”, venue-specific team hotels or further FIFA hotels at which a Participating Team is accommodated during the Competition Period.

**“Ticket Allocation Agreements”** means the agreements issued by FIFA to each of the Participating Member Associations (i) concerning the ticket allocation to the Participating Member Associations for the Competition, and (ii) defining the terms and conditions that the Participating Member Associations and the PMA Guests have to obey in connection with the use and distribution of complimentary and purchasable tickets allocated by FIFA to the Participating Member Associations for the Competition.

**“Trophy”** means the original of the Trophy presented by FIFA to the winner of the FIFA Beach Soccer World Cup Paraguay 2019, an image of which is included in the attached appendix for informational purposes only.

## PART B: GENERAL

### 1. OWNERSHIP AND PROTECTION OF RIGHTS

1.1. Ownership of Rights: In accordance with the Competition Regulations and by submitting the completed official entry form for the Competition to the FIFA general secretariat, the Participating Member Associations acknowledge that, subject to the terms and conditions set forth in these Media and Marketing Regulations, any and all Media Rights, Marketing Rights, intellectual property rights and all other commercial or other rights and opportunities (including any title and interest in, and to, the Competition or the respective part thereof) whether currently existing or created in the future shall be exclusively and solely owned and controlled, on a worldwide basis, by FIFA as the founder of the Competition and as the world governing body of association football as well as based on its organisational, logistical and financial contributions, roles and responsibilities in relation to the Competition, including all Competition Matches and all ancillary events organised in connection with the Competition.

1.2. Cooperation of Participating Member Associations: As a general principle, all Participating Member Associations must strictly comply with the terms and conditions outlined in these Media and Marketing Regulations in relation to the participation of their representative team in the Competition. The Participating Member Associations are also fully responsible for the full compliance with these Media and Marketing Regulations of their Team Delegation Members, their PMA Affiliates and any third party contracted to the Participating Member Associations, and shall therefore immediately notify their PMA Affiliates and further contracted third parties of the content of these Media and Marketing Regulations. The Participating Member Associations shall require their PMA Affiliates and all contracted third parties to fully comply with any and all terms and conditions outlined in these Media and Marketing Regulations. All Participating Member Associations shall indemnify, defend and hold FIFA, the LOC and all of their officers, directors, employees, representatives, agents and all other auxiliary persons free and harmless against any and all liabilities, obligations, losses, damages, penalties, claims, actions, fines and expenses (including reasonable legal expenses) of whatsoever kind or nature resulting from, arising out of, or attributable to, any non-compliance with these Media and Marketing Regulations by the Participating Member Associations, their Team Delegation Members, their PMA Affiliates and any third parties contracted to the Participating Member Associations.

1.3. Basic Principle: **No third party that has not been authorised to do so by FIFA, may, other than as permitted under these Media and Marketing Regulations, do anything which gives rise to any association between such third parties and the Competition and/or FIFA, or which directly or indirectly exploits the goodwill associated with the Competition, FIFA or the Preliminary Competition if such Preliminary Competition is not organised by a Confederation as a continental championship but as a competition exclusively organised to determine the participants of each Confederation in the Competition.**

**All Participating Member Associations shall immediately notify FIFA, in writing, of any infringement of these Media and Marketing Regulations that they become aware of.**

1.4. Transfer of Rights: To the extent that any local or national laws or regulations may result in any rights in relation to the Competition, or any Competition Match or any ancillary events organised by, or under the auspices of, FIFA in connection with the Competition being owned or controlled by any Confederation or Participating Member Association (whether by virtue of the hosting or organisation of (in respect of the Host Member Association), or the participation in any Competition Match or otherwise), the relevant Confederation, Host Member Association or

Participating Member Association hereby unconditionally assigns and/or transfers to FIFA, free of any charge, any and all such rights in perpetuity for FIFA's unfettered exploitation, and waives any and all claims to exercise and/or exploit such rights itself or to grant to any third party the right to exercise such rights.

1.5. PMA Marks: To assist with the implementation of these Media and Marketing Regulations, subject to the terms and conditions set forth below, each Participating Member Association hereby assigns to FIFA the right to use and/or the right to sub-license the right to use, in perpetuity and free of any charge, any PMA Marks as well as the visual representations of the Playing Equipment and uniforms in connection with the participation of the Participating Member Association in the Competition.

FIFA's right to use and/or sub-license such PMA Marks and the visual representations of the Playing Equipment and uniforms shall be exclusive in respect of, or in connection with, the filming, recording and broadcasting of the Competition Matches in any media.

FIFA's right to use and/or sub-license such PMA Marks and the visual representations of the Playing Equipment and uniforms shall be non-exclusive in respect of all other uses, whether it be in connection with the promotion of the Competition, or use in electronic or print publications, electronic software games, media-related products and services, merchandising, philatelic and numismatic products or otherwise.

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

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

With the sole exception of the usage by FIFA of the PMA Marks for mere editorial purposes in any form, FIFA shall

- v) not use the PMA Marks on a stand-alone basis, and must always use any PMA Marks with either the marks/logos of a minimum of three (3) other PMA Marks or a Competition Mark; and
- vi) ensure that no single PMA Mark receives prominence over any other PMA Mark on any single item of merchandise or promotional material.

1.6. Team Delegation Cooperation and Consent: To assist with the implementation of these Media and Marketing Regulations, each Participating Member Association (i) must ensure that all Team Delegation Members participate in a FIFA photo and video shoot (all such photographs and images to be used and/or sub-licensed by FIFA in accordance with the remainder of this paragraph), and (ii) shall secure written confirmation from each Team Delegation Member of FIFA's right to use and/or FIFA's right to sub-license the right to use, in perpetuity and free of any charge, any of their records, names, photographs and images (including any still and moving



representation thereof), which may appear or be generated in connection with the participation of the Team Delegation Members in both stages of the Competition (including, but not limited to photographs of Team Delegation Members taken for accreditation purposes). FIFA may not use the Team Delegation Members' records, names, photographs and images (including any still and moving representation thereof) in any manner which would imply that any Participating Member Association and/or Team Delegation Member endorses the products or brands of any commercial entity, including any Commercial Affiliate.

FIFA's right to use and/or sub-license such records, names, photographs and images shall be exclusive in respect of, or in connection with, the filming, recording and broadcasting of the Competition Matches or any official media product relating to the Competition or to FIFA (e.g. the Official FIFA Film etc.) in any media.

FIFA's right to use and/or sub-license such records, names, photographs and images shall be non-exclusive in respect of all other uses, whether it be in connection with the promotion of the Competition, any editorial use in any media, irrespective of the transmission form (including, without limitation, electronic or print publications, television feeds, broadband and mobile feeds, giant screen presentations, downloadable images), electronic software games, media-related products and services, merchandising, philatelic and numismatic products or otherwise, promotion of the media products and programming, save that FIFA may not exercise any such rights in any manner which would imply that any Team Delegation Member endorses the products or brands of any commercial entity, including any Commercial Affiliate.

1.7. Media Cooperation: Each Participating Member Association must assist, and must ensure that each Team Delegation Member assists, to the best possible extent, FIFA, the editors of FIFA.com appointed by FIFA, and accredited media representatives in their media activities during the Competition Period.

1.8. Further FIFA Beach Soccer World Cups: To assist the exploitation of future editions of the FIFA Beach Soccer World Cup FIFA may modify the Media and Marketing Regulations relating to the exploitation of the Media Rights and the Marketing Rights to future editions of the FIFA Beach Soccer World Cup. The Member Associations shall secure under its agreements with all PMA Affiliates and/or any third parties contracted to the Member Associations the necessary disposal of the Media Rights and the Marketing Rights as retained by FIFA under future editions of the Media and Marketing Regulations for the FIFA Beach Soccer World Cup.

## **2. COMPETITION MARKS**

2.1. Ownership of Competition Marks: FIFA is and remains the sole owner of all of the Competition\_Marks, and retains the sole right to develop any marks, logos and symbols for and/or in connection with the Competition (including each phase of the Competition).

2.2. No Development of Competitive Marks: To (i) ensure consistency in the "look and feel" of the entire Competition, and (ii) to prevent and/or arrest any instances of Competition-related Ambush Marketing by PMA Affiliates or third parties, each Participating Member Association must ensure that neither itself, nor any of its PMA Affiliates, nor any third party contracted to a Participating Member Association, develops, uses, registers, adopts, or creates any mark, logo or symbol which refers to the Competition or any phase of the Competition, or which is in FIFA's reasonable opinion confusingly similar to, is a colourable imitation of, is a derivation of, or which unfairly competes with the Competition Marks.

In particular, each Participating Member Association agrees to refrain from, and to ensure that its respective PMA Affiliates and all contracted third parties refrain from the development, use or

registration of any name, logo, trademark, indicia, brand name, symbol, service mark or other mark (whether registered or unregistered) or designation which may be inferred by the public as identifying with FIFA, any phase of the Competition or the LOC, including the words “World Cup”, “Mundial”, “FIFA”, “Coupe du Monde”, “Copa do Mundo”, “Copa del Mundo”, “WM” or “Weltmeisterschaft” (or any other term used in any language which, in FIFA’s reasonable opinion, is capable of identifying the Competition or any phase of the Competition), or the development, use or registration of any dates in connection with the name of the host country, venues or host cities of the Competition, or any similar indicia or derivation of such terms or dates in any language.

2.3. No Challenge to Competition Marks: Each Participating Member Association undertakes not to oppose, and to ensure that none of its PMA Affiliates or contracted third parties oppose, any of the trademark or copyright applications filed by FIFA, Commercial Affiliates or other affiliates authorised by FIFA, nominees or licensees in respect of the Competition Marks, or seek to cancel any such registrations held by FIFA. No Participating Member Association may in any way challenge, or apply for any copyright, trademark or patent protection, or domain name registration in respect of the Competition Marks which would adversely affect FIFA’s proprietary interests in the Competition Marks. In the event that any PMA Affiliate or contracted third party opposes any trademark or copyright application filed by FIFA or any affiliate, nominee or licensee of FIFA in respect of the Competition Marks, the relevant Participating Member Association must ensure, and take all measures required by FIFA to ensure, that the relevant entity immediately desists from such activity. The provisions of this article 2.3 do not apply where a Competition Mark includes an intellectual property right belonging to a Participating Member Association (or PMA Affiliate or contracted third party) which was registered prior to the publication of these Media and Marketing Regulations.

### **3. AMBUSH MARKETING PROHIBITION AND FURTHER INFRINGEMENTS**

3.1. Anti-infringement Undertaking: The commercial value of the Competition (and the value of any commercial rights to the Competition) may be substantially diminished if any PMA Affiliate or any third party contracted to a Participating Member Association engages in any Ambush Marketing activity. FIFA’s ability to finance the Competition may be substantially diminished by Ambush Marketing activities. Each Participating Member Association is therefore required to ensure that its PMA Affiliates or further contracted third parties (i) do not directly or indirectly become (or seek to become) associated with FIFA, the Competition, or any other competition or event organised by, or under the auspices of, FIFA or a Confederation, (ii) do not exploit the goodwill of the Competition, FIFA, or any other competition or event organised by, or under the auspices of, FIFA, and (iii) comply with the provisions of these Media and Marketing Regulations regarding the use of the Competition Marks.

3.2. Notification to Participating Member Associations: In accordance with current practice, FIFA will notify a Participating Member Association if any of its PMA Affiliates, or any third party contracted to the Participating Member Association, is conducting any activity which, in FIFA’s reasonable opinion, constitutes a violation of these Media and Marketing Regulations, including but not limited to the following violations:

- i) an infringement of FIFA’s intellectual property rights; or
- ii) an unauthorised competition, sweepstake or other advertising or promotional activity involving the use, purporting to involve the use, or which could reasonably be understood to involve the use, of Competition tickets or access to Official Training Sites; or

- iii) an infringement of the restrictions on the activities of the PMA Affiliates or any third party contracted to the Participating Member Associations as described in these Media and Marketing Regulations; or
- iv) any other Ambush Marketing activity.

3.3. Scope: The provisions of articles 3.1 and 3.2 above apply even if the infringing activities are not directly connected with the relevant PMA Affiliate's or contracted third party's association with the Participating Member Association.

3.4. Cessation of Ambush Marketing Activity: Following written notification by FIFA of any Ambush Marketing activity or any further violation by any PMA Affiliate or any third party contracted to a Participating Member Association, each Participating Member Association will ensure, and take all measures required by FIFA to ensure, that the relevant PMA Affiliate or contracted third party immediately ceases and desists from such activity and that such PMA Affiliate or third party provides FIFA with written undertakings agreeing to immediately cease and desist from, and in the future to refrain from, any Ambush Marketing activity or further violation of these Media and Marketing Regulations. This provision also applies when the Ambush Marketing activity is conducted by the PMA Affiliate or contracted third party itself or by any of its affiliated or group companies.

3.5. Notification by Participating Member Associations: Each Participating Member Association shall use its best efforts to monitor the advertising market in its home country for any Ambush Marketing activity conducted in this market, and shall notify FIFA about any such activity.

## **PART C: COMPETITION**

### **4. INTRODUCTION**

4.1. Term of these Media and Marketing Regulations: These Media and Marketing Regulations are in force for the entire Competition Period in the Competition Territory, including Match Days and non-Match Days.

### **5. EXPLOITATION OF MEDIA RIGHTS**

5.1. Exclusive FIFA Rights: FIFA has the sole and exclusive right to exploit any and all Media Rights in relation to the Competition. Neither the Member Associations (including the Participating Member Associations and the non-participating Member Associations), nor the Host Member Association, nor the Confederations, nor any third party may to any extent whatsoever exploit any Media Rights or parts thereof in relation to the Competition at any time before, during or after the Competition.

5.2. Access to Participating Teams: To support FIFA with such documentation, editorial coverage and promotion of the Competition, each Participating Member Association is required to assist, and must ensure that each Team Delegation Member assists, to the best possible extent in their respective tasks, FIFA Films or their nominees. FIFA will work with the Participating Teams to establish good cooperation related to this access. Each Participating Member Association shall appoint one Team Delegation Member as a link between the Participating Team and FIFA.

Each Participating Member Association hereby grants to FIFA, FIFA Officials or their nominees, the non-exclusive right to gain preferred access to members of their Participating Team and all Team

Delegation Members, as reasonably requested by FIFA, FIFA Officials or their nominees, for interview purposes. Each Participating Member Association shall grant FIFA, FIFA Officials or their nominees free access, at any time during the period commencing five (5) days prior to the first Competition Match of the Participating Team and concluding twelve (12) hours after the final whistle of the last Competition Match or the last match of the Participating Team in the Competition, to any area in the facility in which a Participating Team is training and/or staying, as well as any area in which a Competition Match is being staged, including but not limited to the Official Training Sites, Team Hotels and any media centres of the Participating Member Association. In connection with the Participating Teams' dressing rooms at the Official Training Sites and at the Competition Stadiums, such access shall only be granted upon permission by the competent Team Delegation Members, it being understood that sporting concerns and the privacy of Team Delegation Members shall prevail. Irrespective thereof, each Participating Member Association must ensure that Team Delegation Members are available inside or outside of the Participating Teams' dressing rooms at the Official Training Sites and at the Competition Stadiums for post-match or post-training session interviews upon reasonable request by FIFA, FIFA Officials, FIFA TV film crews or their nominees.

#### Access to Participating Teams at the Semi-final and Final:

Notwithstanding any restriction stated in article 5.2 above, each winning Participating Member Association in a semi-final Competition Match and final Competition Match grants permission for the FIFA TV team crew and/or its nominees to access its dressing room for filming purposes immediately following its return to the dressing room after the respective match for a duration of approximately ten (10) minutes.

5.3. Official FIFA TV Materials: FIFA has the sole and exclusive right to produce, record, exploit and further distribute film material for any commercial and non-commercial purposes, including but not limited to documentaries related to the Competition and/or the participation of a Participating Member Association in the Competition, including its Participating Team and all Team Delegation Members.

Independent from the right to use moving or still images of Competition Matches for non-commercial purposes, subject to an agreement with FIFA the Participating Member Associations shall not, and shall ensure that no Team Delegation Members or any third parties produce, record, exploit and/or further distribute any audio-only, still or moving visual-only, audio-visual, data and/or textual material of and/or relating to FIFA, the Competition and/or any of the ceremonies relating to the Competition, or the participation of a Participating Member Association in the Competition, including its Participating Team and all Team Delegation Members, for any commercial or non-commercial purposes without prior written approval from FIFA. In such case, by the time of the Team Workshop held by FIFA prior to the Competition, the Participating Member Association shall inform FIFA in writing and in detail about any such projects, plans and initiatives for its review and approval or disapproval. Any approval must be in writing.

In good time prior to the Competition, FIFA will publish guidelines governing the production of film material by Team Delegation Members.

## **6. EXPLOITATION OF MARKETING RIGHTS**

6.1. Exclusive FIFA Rights: FIFA has the sole and exclusive right to exploit all Marketing Rights in relation to the Competition. Neither the Member Associations (including the Participating Member Associations and the non-participating Member Associations), nor the Host Member Association, nor the Confederations, nor any third party may, to any extent whatsoever, exploit

any Marketing Rights or parts thereof in relation to the Competition at any time before, during or after the Competition Period.

## **7. EQUIPMENT, OTHER ITEMS & BEVERAGES IN CONTROLLED AREAS**

7.1. Equipment Regulations: The Participating Member Associations must fully comply with the Equipment Regulations during the Competition Period. As permitted by article 74 of the Equipment Regulations issued on 1 October 2015, or as permitted by a revised version of the Equipment Regulations issued on any later date, in case of any inconsistency of these Media and Marketing Regulations with the Equipment Regulations, these Media and Marketing Regulations shall take precedence over the terms of the Equipment Regulations, and in such case the relevant terms of the Equipment Regulations shall be deemed amended accordingly. In keeping with the “clean site” principles at all FIFA competitions, the following additional provisions shall apply to Equipment within the Controlled Areas (including the “inner enclosure”) during the Competition Period

- (i) Equipment: All restrictions in the Equipment Regulations on Equipment shall also be deemed to apply to all apparel, Special Equipment items such as items worn underneath Playing Equipment, other Equipment items and all items and apparel worn in replacement of Playing Equipment, including T-shirts and any “celebratory” apparel worn and/or displayed by any Team Delegation Members during or following the conclusion of any Competition Match;
- (ii) Bags and further items: All bags and/or further items used by, or belonging to, Team Delegation Members which are brought into any Competition Stadium (including pitch level (i.e. stadium bowl) and all media areas including the mixed zones) on Match Days and/or non-Match Days in case of an official training session must be free of all branding other than (i) the official emblem of the Participating Member Association (in accordance with the terms and conditions set forth in the Equipment Regulations which apply accordingly), and (ii) the logo of the  
  
manufacturer. The maximum size of the manufacturer’s logo shall be 25cm<sup>2</sup>. No more than one manufacturer’s logo may appear on any such bag or further items;
- (iii) Formal attire: All formal attire (such as ties, suits, dress shirts, etc.) worn by the Team Delegation Members within the Controlled Areas must be completely free of third-party (neither commercial nor manufacturer) branding (whether sewn-in or separately attached), other than the emblem of their Participating Member Association. The same restriction applies to both formal attire and Special Equipment items if formal attire is worn together with Special Equipment items;
- (iv) Submission of Equipment items to FIFA: The Equipment Regulations require Participating Member Associations to submit to FIFA, for FIFA’s approval, one sample of all Equipment items. Each Participating Member Association shall submit to FIFA, for FIFA’s approval, one (1) sample of all Equipment items to be worn by their Team Delegation Members within the Controlled Areas during the Competition Period, namely all Playing Equipment items, Special Equipment items and further apparel worn in replacement of Playing Equipment (including any “celebratory” apparel) and all formal attire. Participating Member Associations shall be notified by FIFA of the deadline for submission of such items.

7.2. No Advertising on Equipment: Unless otherwise expressly permitted under the Equipment Regulations or these Media and Marketing Regulations, all Team Delegation Members are prohibited from displaying any

- (i) commercial, political, religious or personal messages, or slogans in any language;
- (ii) commercial branding; and/or
- (iii) manufacturer marks or name of any kind

on their Playing Equipment, Special Equipment, other Equipment items, formal attire, further apparel worn in replacement of Playing Equipment or other items used including, without limitation, bags, ball bags, goalkeeping gloves, beverage containers and medical bags, or on their person for the duration of their stay in a Controlled Area on Match Days (i.e. in respect to the Participating Member Associations participating in the Competition Match in question) and non-Match Days. This provision includes all personal items (including hats, bags and luggage) in the possession of, or worn by, the Team Delegation Members.

7.3. Equipment of Ball Boys and Girls, Player Escorts and Flag Bearers: Notwithstanding article 59 of the Equipment Regulations, the Equipment items worn by ball boys and girls, player escorts and flag bearers during Final Competition Matches may display the branding of Commercial Affiliates as approved by FIFA.

7.4. Technical Equipment:

Once a Participating Team has arrived in the Competition Territory for the Competition, the FIFA General Coordinator will provide each Participating Team with the following items for use during the entire Competition Period:

- (i) 2 first-aid cases;
- (ii) 5 plastic bottle carriers;
- (iii) 1 cooler;
- (iv) 25 plastic drinking bottles;
- (v) 3 x 2 captain's armbands in contrasting colours;
- (vi) During the Competition Period, once a Participating Team has arrived in the Competition Stadium for a Competition Match or an official training session, the FIFA General Coordinator will provide each Participating Team with a sufficient number of player warm-up/training bibs (which shall exclusively bear FIFA, FIFA.com and/or Competition branding). These bibs must be used to the exclusion of any other branded or non-branded bibs, and no branding may be added to these player warm-up/training bibs provided by FIFA. The Participating Team must return such bibs after the conclusion of each Competition Match or official training session;
- (vii) ball bags; and
- (viii) official Competition match balls.

With the sole exception of training sessions at the Official Training Sites, during which the Team Delegation Members are permitted to use their own technical equipment provided by non-Commercial Affiliates, Team Delegation Members are not permitted to use any other items of the same or similar type of technical equipment in the Controlled Areas. The above exception shall not apply to official training sessions held in a Competition Stadium. In any case, during any training sessions at the Official Training Site and any official training sessions held in a Competition Stadium, the Team Delegation Members must exclusively use the official match ball of the Competition as provided by a Commercial Affiliate.

7.5. Consumption of Beverages in Controlled Areas: The following provisions apply to the consumption of beverages in Controlled Areas:

- (i) Supply of beverages: Participating Member Associations will be provided with products from the Coca-Cola Company, including water and sports drinks, for use in the Controlled Areas. The quantity of beverages to be supplied shall be determined by FIFA.

If Participating Member Associations wish to use beverage products manufactured by any other entity, they must be stored or contained in the drink bottles provided by FIFA as technical equipment, as outlined in article 7.3 above prior to arrival at the Controlled Area; and

- (ii) No competing beverage brands: Participating Member Associations are expressly prohibited from bringing the beverage products of competitors of Coca-Cola into the Controlled Areas, in particular the dressing rooms, pitch-side areas at any Competition Stadium, Official FIFA/LOC Media Activities, mixed zones, interview rooms, and media and television centres, unless such products are contained within the containers provided by FIFA prior to arrival at the Controlled Area.

## **8. SPECIFIC RULES FOR THE OFFICIAL TRAINING SITES**

8.1. Official Training Sites: Except as explicitly otherwise stated under this article 8, all terms and conditions of article 7 above shall also apply to all Official Training Sites, whereas:

- (i) No advertising: The only advertising which is permitted at the Official Training Sites is that of the Commercial Affiliates, to be erected by FIFA at its sole discretion. Participating Member Associations must not display, or arrange for the display of, or authorise the distribution of any advertising or other promotional materials at the Official Training Sites. Notwithstanding this, the terms and conditions of article 10 paragraph 3 (iv) shall apply regarding PMA Media Activities at Official Training Sites;
- (ii) Consumption of beverages: The restrictions relating to the consumption of beverages as set forth in article 7.4 above shall also apply during all training sessions at the Official Training Sites;
- (iii) Attendance and ticketing: All training sessions at the Official Training Sites are controlled by FIFA and the LOC. No Participating Member Association, PMA Affiliate, or any third party contracted to a Participating Member Association may run any kind of promotion associated with attendance at a training session at an Official Training Site. No Participating Member Association, PMA Affiliate or any

further third party may sell or distribute, in any commercial or non-commercial form, tickets for attendance at an Official Training Site;

- (iv) Sponsor recognition on training shirts and warm-up/training bibs: Notwithstanding article 7.1 above, all training shirts, supplementary Equipment items and warm-up/training bibs worn by Team Delegation Members at Official Training Sites may display the branding of PMA Affiliates or any third party contracted to the Participating Member Associations;
- (v) Sales of food and beverages: With the exception of any arrangements made by FIFA with Commercial Affiliates, no third-party arrangements made by the Participating Member Associations for food and beverages at the Official Training Sites are permitted;
- (vi) Sales of merchandise: With the exception of any arrangements made by FIFA, or by third parties appointed by FIFA, with official licensees, no third-party merchandise or any other licensing products shall be offered for sale or distributed at the Official Training Sites.

### **SPECIFIC RULES FOR OFFICIAL MEDIA ACTIVITIES**

9. Official FIFA/LOC Media Activities at Competition Stadium and Training Sites: Each Participating Member Association is obliged to participate in, and support, the Official FIFA/LOC Media Activities in the Competition Stadium in which the Participating Member Association is scheduled to play a Competition Match as follows:
- (i) Training sessions: The Participating Member Association shall be entitled to have one (1) training session prior to each Competition Match with regard to which the team shall be entitled to bar the media after fifteen (15) minutes of access. The Participating Member Association shall provide FIFA, in writing (giving a minimum of twenty four (24) hours' notice) with the details of which training session this will apply to. All other training sessions shall be completely open to media.
  - (ii) Match Day Media Activities: On the Match Day, the Participating Member Association must ensure the participation in the following Official FIFA/LOC Media Activities coordinated by FIFA in the Competition Stadium:
    - a. after each Competition Match, interviews by representatives of the Media Rights licensees shall be given by the Participating Team's head coach and some players requested to be interviewed by the Media Rights licensees as flash interviews on the field of play in the vicinity of the technical area; and
    - b. all players from the Participating Team must pass through the mixed zone of the Competition Stadium.

### **9. SPECIFIC RULES FOR THE TEAM HOTELS**

9.1. Team Hotels: Except as explicitly otherwise stated under this article 9, all terms and conditions in article 7 above shall apply to all Team Hotels:



- (i) No advertising: Participating Member Associations are not permitted to display, arrange for the display of, or authorise the display of any advertising or other promotional materials in Team Hotels, in the external grounds of the Team Hotels, or in the internal public areas (such as the lobby) of the Team Hotels;
- (ii) Sponsor recognition on training shirts: Notwithstanding article 7.1 above, all training shirts and supplementary Kit items worn by Team Delegation Members at Team Hotels may display the branding of PMA Affiliates.
- (iii) Filming activities by FIFA: Upon reasonable request, FIFA, FIFA Films or their nominees shall have a dedicated interview room within a Team Hotel for the purpose of conducting interviews.
- (iv) Media activities: Each Participating Member Association must assist, and must ensure that each Team Delegation Member assists, to a reasonable extent, FIFA in its media activities at Team Hotels, it being understood that sporting concerns and the privacy of Team Delegation Members shall in any case prevail.

## **10. PMA ACTIVITIES IN THE COMPETITION TERRITORY**

10.1. Display and Distribution of Promotional Materials: Except as permitted below, Participating Member Associations must not, and must ensure that their Team Delegation Members do not, use, display or distribute any materials, or conduct any activities, which may be used to identify and/or promote any third party in the Controlled Areas. In particular, Participating Member Associations may not:

- (i) distribute, without prior written approval by FIFA, any media guides or any other publications inside the Controlled Areas that would enable PMA Affiliates or any third party contracted to the Participating Member Associations to associate themselves with FIFA and/or the Competition; or
- (ii) sell or authorise the sale or distribution of food and beverage items within the Controlled Areas; or
- (iii) sell or authorise the sale or distribution of any merchandise (e.g. replica team apparel, balls, giveaways) within the Controlled Areas; or
- (iv) display any advertising or branding materials (e.g. backdrops, signage, products and services) relating to their PMA Affiliates or any other commercial entity in Controlled Areas other than:
  - a. in the Team Hotels; and
  - b. at an Official Training Site outside of the stadium bowl during a training session of a Participating Team.

10.2. Official FIFA/LOC Media Activities: All Participating Member Associations must comply with the following provisions at Official FIFA/LOC Press Conferences/Interviews:

- (i) All Official FIFA/LOC Media Activities shall be free of all advertising or branding materials relating to any third party (including PMA Affiliates or any third party contracted to the Participating Member Associations). This restriction includes, but is not limited to, backdrops, signage, products, services and (other than permitted

by the Equipment Regulations or permitted pursuant to articles 7.1 to 7.5 above) branding on Equipment, other apparel or further Equipment items worn or used by players and/or other Team Delegation Members;

- (ii) Media guides and other publications may not be distributed by or on behalf of any Participating Member Association, PMA Affiliate and/or any other third party at any Official FIFA/LOC Media Activities unless previously approved by FIFA;
- (iii) Players and other Team Delegation Members may not make any verbal reference to:
  - any PMA Affiliate and/or any third party contracted to the Participating Member Associations; or
  - any sponsor of a Team Delegation Member; or
  - any other commercial entity.

10.3. PMA Media Activities: The restrictions set out in article 10.2 above shall also apply to all PMA Media Activities outside of the Controlled Areas. With respect to those PMA Media Activities outside of Controlled Areas, the following provisions shall also apply:

- (i) Press backdrops: The backdrop shown behind Team Delegation Members during any PMA Media Activity may feature advertising and/or branding materials relating to third parties (such as PMA Affiliates), but such advertising and/or branding materials must:
  - a. by no means, in FIFA's opinion, create any association between such third parties and FIFA and/or the Competition (or parts thereof); and
  - b. not display any of the Competition Marks or any other reference to FIFA or the Competition (or parts thereof); and
  - c. display the emblem of the Participating Member Association; and
  - d. indicate the relationship between such third party and the Participating Member Association (e.g. "Official Sponsor of the Participating Member Association").

Any press backdrop used by a Participating Member Association outside of the Controlled Areas during the Competition Period requires the prior written approval of FIFA;

- (ii) Location: Other than as specified in paragraphs (iii) and (iv) below, no PMA Media Activity may be held inside any Controlled Area;
- (iii) Team Hotels: Participating Member Associations shall be permitted to hold PMA Media Activities in a special room at a Team Hotel provided that they comply with the other provisions of this article 10.3. Such room must not be the lobby of the Team Hotel, and the interior of such special room must not be visible from the lobby of the Team Hotel. No PMA Media Activity may be held in any other part of a Team Hotel; and

- (iv) Official Training Sites: Participating Member Associations shall be permitted to hold a PMA Media Activity at locations designated by FIFA at the Official Training Sites provided that they comply with the other provisions of this article 10.

10.4. Personal Recording Devices: Participating Member Associations must ensure that their Team Delegation Members do not use, license or consent to the use by third parties of any moving images recorded by the personal recording devices of their Team Delegation Members in the Controlled Areas (except for the Team Hotels) for distribution, broadcast and/or transmission over any form of media. This prohibition extends to any recording devices used by or with the knowledge of Participating Member Associations in the Controlled Areas (except for the Team Hotels).

10.5. PMA Video Recording: Participating Member Associations are permitted to make their own recordings of Competition Matches, for the sole purpose of conducting a technical performance analysis, subject to strict compliance with the following conditions:

- (i) only one camera per Participating Member Association may be used. This camera will require a camera identification sticker. Filming may only take place from the location within the relevant Competition Stadium specified by FIFA and not from any other location;
- (ii) only light, amateur equipment may be used, not the type of equipment used by professional broadcasters (FIFA's determination in this respect shall be final);
- (iii) during filming, the Team Delegation Member making the recording must wear the bib distributed by FIFA at the start of the Competition. Only one such bib will be distributed to each Participating Member Association and it must be returned as soon as the team no longer takes part in the Competition;
- (iv) only accredited Team Delegation Members may make such recordings;
- (v) no recording is allowed other than for the purpose of conducting technical performance analysis and all filming is restricted to it being made from the location specified in article 10.5 (i) above. In this regard, without limitation, filming is prohibited in the dressing rooms, the mixed zone, in press conferences or in any other location or for any other reason than that which is listed above;
- (vi) filming is permitted for technical performance analysis purposes only. It is strictly prohibited to make recordings for any general documentation of the team's participation in, and/or enjoyment of, the Competition, the Competition Territory and/or similar; and
- (vii) under no circumstances may any images taken within a FIFA controlled environment (including a Competition Stadium) be used for any type of commercial exploitation, either during or after the Competition. Without prejudice to any other provision of these Media and Marketing Regulations, the Participating Member Associations acknowledge that any breach of the provisions of this article 10.5 is likely to put FIFA in breach of its own commercial agreements and cause significant damage for which the relevant Participating Member Association may ultimately be held responsible.

10.6. Competition Stadiums: The following provisions apply:

- (i) No advertising: The only advertising which is permitted in the Competition Stadiums is that of the Commercial Affiliates, to be erected by FIFA. Participating Member Associations are not entitled to display, arrange for the display of, or authorise the distribution of any advertising or other promotional material whatsoever in the Competition Stadiums;

- (ii) Technical equipment and beverages: The restrictions relating to technical equipment outlined in article 7.3 above, as well as the provisions relating to beverages outlined in article 7.4 above, also apply in Competition Stadiums;
- (iii) Attendance: All training sessions at Competition Stadiums are controlled by FIFA and the LOC. Participating Member Associations, PMA Affiliates and/or any third parties contracted to the Participating Member Association may not run any kind of promotion associated with attendance at a training session at a Competition Stadium. Participating Member Associations, PMA Affiliates and/or any third parties may not sell tickets for attendance at a training session at a Competition Stadium.

10.7. Transportation: The following provisions apply:

- (i) Provision of team bus: Each Participating Member Association will be provided with a bus to transport its Participating Team during the Competition Period. Each Participating Member Association shall ensure that this team bus shall be the only method of transportation used by its Participating Team's players and officials for all Competition-related events (such as to and from Competition Matches, training sessions, and/or official ceremonies). Except for the branding of the Commercial Affiliates and FIFA-approved slogans (e.g. fan messages), no promotional materials of any third party, including any PMA Affiliates or any other third parties contracted to the Participating Member Association, may be displayed on or inside the bus;
- (ii) Other vehicles: All other vehicles used by Participating Member Associations and/or any Team Delegation Member, and which are to be taken into any Controlled Area, must be free of all branding except for (i) the customary branding of the manufacturer of such vehicle, (ii) the branding for the Commercial Affiliates and FIFA-approved slogans, and (iii) Competition-related or FIFA-related branding. Participating Member Associations and/or Team Delegation Members are not entitled to remove any such branding on other vehicles. No promotional materials of any third party, including any PMA Affiliate or any third party contracted to the Participating Member Association, may be displayed on or inside any such vehicle.

10.8. Friendly Matches: Each team is entitled to play friendly matches in the Competition Territory up until five (5) days prior to the opening Competition Match of the Competition, provided that:

- (i) Prior authorisation shall be given for a tier 1 international match as described in art. 7 of the FIFA Regulations Governing International Matches;
- (ii) Matches in Competition Stadiums will generally be prohibited;
- (iii) Participating Teams drawn into the same group shall not play friendly matches against each other in the Competition Territory;
- (iv) No Competition Marks shall be used in relation to friendly matches, nor shall any other connection be drawn with the Competition in any marketing, promotional or advertising materials produced for friendly matches.

10.9. Use of Digital Media by Team Delegation Members: In order to protect the privacy of all Team Delegation Members, all members of the opponent's Team Delegation, all FIFA Officials, the integrity of the sport, of FIFA and of the Competition as well as the integrity of FIFA's Marketing Rights and Media Rights, each Participating Member Association must ensure that all Team Delegation Members uploading or posting content on any Digital Medium must comply with the following terms and conditions with respect to any form of content related to their personal experiences at the Competition, the Competition in general or related information:

- (i) With the exception of Team Hotels, Team Delegation Members are strictly prohibited from uploading or posting any such content during their presence inside a Controlled Area during the Competition Period;
- (ii) Any content posted or uploaded shall be confined solely to the Team Delegation Member's own personal Competition-related experience. Without limiting the generality of the foregoing, it is prohibited to upload or post any interviews with, or stories about other Team Delegation Members, members of the opponent's Team Delegation or FIFA Officials;
- (iii) Team Delegation Members shall not disclose any information that is confidential or private in relation to any third party, including, without limitation, information which may compromise the security, staging or organisation of the Competition, the security of any Participating Member Association or any Team Delegation, or the privacy of any Team Delegation Members, members of the opponent's Team Delegation or any FIFA Officials;
- (iv) Any content uploaded or posted shall at all times be in the spirit of fair play, dignified and in good taste;
- (v) Except as explicitly otherwise set forth under this subsection (v) below, Team Delegation Members shall not use any Competition Marks. Team Delegation Members may use:
  - the word mark "FIFA Beach Soccer World Cup" (including the equivalent in all languages) and any permutation thereof whether registered or capable of registration;
  - the word mark "World Cup" (including the equivalent in all languages); and
  - other FIFA-related words on their Digital Media or blogs,

in any case provided that the word "FIFA" and other FIFA Beach Soccer World Cup-related words are not associated with any third party or any third-party products or services, and are by no means used for any commercial purposes;
- (vi) Team Delegation Members are prohibited from including any commercial reference in connection with the uploaded or posted content on their own Digital Medium. In particular, no advertising and sponsorship opportunities shall be offered and/or sold to third parties in connection with FIFA- or Competition-related content;
- (vii) Team Delegation Members may upload or post FIFA- or Competition-related content on any Digital Medium of third parties, provided that in FIFA's opinion no association is created between such third parties, any company or product and,

the FIFA- or Competition-related content, and that such content is by no means used for any commercial purposes;

- (viii) Team Delegation Members shall refrain from using, and must ensure that no third party is using, any uploaded or posted FIFA- or Competition-related content for any form of Ambush Marketing;
- (ix) Team Delegation Members shall not enter into any exclusive commercial or non-commercial agreement with any third party with respect to the uploading or posting of any FIFA- or Competition-related content;
- (x) Domain names including the words “FIFA” or “World Cup” or permutations thereof are not permitted to be established or used by any Team Delegation Member. During the Competition Period, Team Delegation Members may create sub-domains referring to the Competition, such as [myname].com/FIFA Beach Soccer World Cup Paraguay 2019;
- (xi) In order to facilitate access to pertinent FIFA information, Team Delegation Members uploading or posting FIFA- or Competition-related content pursuant to these regulations are encouraged to “link” their blogs to the official FIFA website, FIFA.com.

Each Participating Member Association must inform its Team Delegation Members that whenever Team Delegation Members choose to go public with their opinions or statements on a Digital Medium, they are responsible for their commentary. Digital Media uploaders or bloggers may be held personally liable for any commentary deemed to be defamatory, obscene or proprietary.

## **11. TROPHY REGULATIONS**

11.1. 2019 winner – Trophy Use Requirements: The winning Participating Team will be provided with the Trophy during an on-pitch ceremony immediately following the final whistle of the final match of the Competition and will return the Trophy to FIFA in the winning Participating Team’s dressing room immediately after the final match of the Competition prior to departure from the Competition Stadium hosting the final match of the Competition. At this time, the winning Participating Team will be provided with the Replica Trophy dedicated to the winning Participating Team of the Competition. Under no circumstances may PMA Affiliates of, or any third party contracted to, the winning Participating Member Association at any time create an association between themselves and the Trophy and/or the Replica Trophy and/or a miniature replica of the Trophy. In particular:

- (i) Neither the Trophy nor the Replica Trophy shall be displayed at any PMA Media Activity, or any other press conference, at which there is a backdrop or other venue dressing which displays the brands of any commercial entities other than of Commercial Affiliates;
- (ii) Neither the Trophy nor the Replica Trophy (nor any miniature version thereof) shall be displayed or paraded at any event which is sponsored by or which provides brand recognition to any PMA Affiliates or any third party contracted to the Participating Member Association. By way of example, neither the Trophy nor the Replica Trophy (nor any miniature version thereof) may be displayed or paraded as

part of a celebratory tour which features or displays the branding of any PMA Affiliates or any other commercial entities; and

- (iii) The PMA Affiliates of the winning Participating Member Association, or any contracted third party, are not entitled to use the Trophy, the Replica Trophy, or any images of the Trophy or any other replica of the Trophy, including the Replica Trophy, in any publicity or promotional materials or Digital Media celebrating the success of the winning Participating Team.

To preserve the status and commercial value of the Trophy, each Participating Member Association agrees that:

- (i) Except for miniature replicas of the Trophy as set out below, the winning Participating Member Association is not entitled to produce its own, unofficial replicas of the Trophy;
- (ii) Neither the Trophy nor the Replica Trophy nor any other replica of the Trophy may be used, portrayed or exhibited in any manner which could be interpreted as being inappropriate, derogatory, or detrimental to the inherent value of the Trophy, or the brand or the image and reputation of the Trophy;
- (iii) No images of the Trophy or the Replica Trophy may be used or licensed for use on items of clothing or other merchandise;
- (iv) The Trophy is and remains a FIFA trademark and the winning Participating Member Association has no right or licence to use photographs of the Trophy, the Replica Trophy or any further replica of the Trophy (or to grant any such right or licence) for any commercial purpose other than for purely editorial purposes to accompany written text in electronic or printed materials. The winning Participating Member Association agrees to remind photographers, press and media of these restrictions prior to all formal presentations of the Trophy, the Replica Trophy or further replicas of the Trophy; and
- (v) The winning Participating Member Association shall take all reasonable steps, at its own expense, to ensure the security of the Trophy while the Trophy is in its possession.

Subject to the prior written approval of FIFA, the winning Participating Member Association may, at its own expense, appoint FIFA's manufacturer to produce miniature replicas of the Trophy to present to all Team Delegation Members and the coach of the winning Participating Team only, provided that all such individuals undertake to FIFA not to use such miniature replicas of the Trophy for any commercial purpose whatsoever. The maximum size of such miniature replicas of the Trophy shall not exceed 50% of the Trophy's actual size.

It is further required that:

- (i) The Replica Trophy may remain in the temporary custody of the winning Participating Member Association but remains at all times the property of FIFA and must be returned immediately to FIFA if so requested by FIFA in writing; and
- (ii) The Replica Trophy may not be provided to any third party for display or use without FIFA's prior written permission; and

- (iii) Any tours featuring the Replica Trophy must be approved by FIFA in advance in writing.

11.2. Trophy Use Requirements – Past Winners: Trophies awarded to past winners of the FIFA Beach Soccer World Cup must remain within the relevant Member Association’s direct control and should not leave the Member Association’s country without the prior written consent of FIFA. Member Associations which have been awarded a Replica Trophy must ensure that the Replica Trophy is always presented in the historic context of the respective Competition and that they do not permit the Replica Trophy awarded to them to be used in any way which could lead to an association by any third party, including Commercial Affiliates, PMA Affiliates and/or any third party contracted to the Member Associations, with the Trophy and/or the Competition. In particular, PMA Affiliates and/or any third party contracted to the Member Associations may not be granted any rights or visibility where the Trophy, the Replica Trophy or any further replica of the Trophy is present or portrayed. This prohibition shall also apply to the parading of, or photo shootings with, the Trophy (and subsequently any Replica Trophy) by the winner of the Competition.

11.3. Merchandising Restrictions – Past Winners: Member Associations which have won previous editions of the FIFA Beach Soccer World Cup are prohibited from developing, creating, using, selling or distributing any promotional materials or merchandise bearing any representation of the Trophy or any mark, emblem or device referring to any past edition of the FIFA Beach Soccer World Cup. Furthermore, neither the Trophy, the Replica Trophy nor any stylized representation thereof may be portrayed on any Digital Medium.

## **12. PERMITTED USE OF COMPETITION MARKS**

12.1. Use of Competition Marks by the Participating Member Associations: The following provisions apply:

- (i) General: The Competition Marks and the Composite Logo may only be used by Participating Member Associations for the purpose of referring descriptively to their participation in the Competition. All commercial or promotional use of the Competition Marks and the Composite Logo by Participating Member Associations and/or their PMA Affiliates and/or any third party contracted to the Participating Member Associations is strictly prohibited. The provisions of this article 12.1 shall apply from the date of these Media and Marketing Regulations and shall continue to apply after the expiry of the Competition Period until FIFA notifies Participating Member Associations otherwise;
- (ii) Competition Names: Participating Member Associations are required, whenever referring to the Competition, to only use the Competition Names (and each such use must be in an editorial context only);
- (iii) Composite Logo: Participating Member Associations are permitted to create a Composite Logo incorporating both the Official Emblem of the Competition and the Participating Member Association’s own emblem. Upon request by the Participating Member Associations, to be addressed to [ma.approvals@fifa.org](mailto:ma.approvals@fifa.org), the materials to form a Composite Logo may be downloaded from FIFA’s online digital archive, at [www.FIFAdigitalarchive.com](http://www.FIFAdigitalarchive.com). The Composite Logo may only feature the Official Emblem of the Competition and the Participating Member Association’s own emblem as well as the descriptive designation “Finalist”. No other mark may be included without FIFA’s written permission; such permission is required before any use of the



Composite Logo. No other mark may be placed next to a Composite Logo in such a way that it causes confusion as to whether or not such mark is part of the Composite Logo. Participating Member Associations must obtain FIFA's written approval of their Composite Logo prior to its use. The proposed Composite Logo must therefore be submitted to FIFA in writing to [ma.approvals@fifa.org](mailto:ma.approvals@fifa.org). For the avoidance of doubt, all uses of the Composite Logo must also be submitted for FIFA's approval in accordance with paragraph (vii) of this article 12.1;

- (iv) Use of Competition Marks and Composite Logo: Neither the Competition Marks nor the Composite Logo may be used in proximity to the names, logos or trademarks of PMA Affiliates or any third party other than the Commercial Affiliates.

Furthermore, neither the Competition Marks nor the Composite Logo may be used by Participating Member Associations in the following manner:

- As part of any advertising or promotional activity or strapline used in connection with any PMA Affiliate;
- On gifts, premiums, items of merchandise or articles of clothing and Equipment for sale to the public (such as team kits to fans) or for any other commercial purpose whatsoever;
- On any official printed matter (including stationery and business cards) of a Participating Member Association which also displays the names and/or logos of PMA Affiliates (except where the names/logos are those of the parties appointed by FIFA as Commercial Affiliates of the Competition).

- (v) PMA Printed Materials: Participating Member Associations must ensure that their printed materials (whether printed or electronic) produced in relation to their participation in the Competition (such as posters, guides, media guides, programmes, magazines, maps, booklets, books, electronic publishing, CD-ROMs, bulletins, etc.) do not feature any of the Competition Marks and/or the Composite Logo (or any other Competition-related trademarks) other than in a purely editorial context only. For example, if a Participating Member Association publication has a Competition Mark and/or the Composite Logo on either the front cover or back cover of such a publication or printed material, no commercial identifications or advertisements (including those of PMA Affiliates or further third parties contracted to the Participating Member Association) shall appear on either the front or back cover of such printed materials. The Competition Names may be used in an editorial manner for descriptive purposes only. Competition Marks and the Composite Logo may appear inside Participating Member Association publications provided that they do not appear on or opposite a page displaying any commercial identifications or advertisements.

The covers and titles of PMA printed materials must make it clear that they are publications of the Participating Member Association and not FIFA and/or LOC publications. As an example, the following title would be considered acceptable:

- "Official [Name of Publication] for [Team] at the FIFA Beach Soccer World Cup Paraguay 2019".

All such documentation must be submitted for FIFA's approval in advance, in accordance with paragraph (viii) of this article 12.1.

- (vi) No association with PMA Affiliates: Participating Member Associations must also ensure that no association whatsoever is created between their PMA Affiliates and/or any third party contracted to the Participating Member Association, and the Competition in any of their promotional materials. PMA Affiliates and/or any third party contracted to the Participating Member Association shall not use any of the Competition Marks or the Composite Logo in any of their own materials, save they are Commercial Affiliates or that they may use the designation (for example) “[Sponsor] of [Participating Member Association] at the FIFA Beach Soccer World Cup Paraguay 2019”;
- (vii) Other marks: Participating Member Associations shall not use (and must ensure that their PMA Affiliates and/or any third party contracted to the Participating Member Associations do not use) any other marks, devices, symbols, logos or phrases to identify the Competition (including the Trophy);
- (viii) Approvals: All proposed uses of the Competition Marks and the Composite Logo (together with a summary of the proposed context and distribution channel) must be submitted to FIFA via [ma.approvals@fifa.org](mailto:ma.approvals@fifa.org). The form is linked to the competent approval coordinator at FIFA. A sample of all printed materials incorporating the Competition Marks and/or the Composite Logo must also be submitted for FIFA’s prior written approval, showing their layout and the positioning of the Competition Marks and Composite Logo as well as the marks and logos of the PMA Affiliates and other third parties. Such samples must be submitted at least thirty (30) days prior to the start of the Competition. Participating Member Associations shall ensure that they make any changes requested by FIFA to bring the printed materials into compliance with these regulations.

12.2. PMA Websites: The following provisions apply in respect of the Competition:

- (i) Link to FIFA.com: Each Participating Member Association must include a link to the relevant language section of FIFA.com on every page of its website that features content related to the Competition. This link shall comprise the FIFA.com logo, which may be requested via [ma.approvals@fifa.org](mailto:ma.approvals@fifa.org). Please note that the FIFA.com composite logo may not be used in any other manner and may not be used by any third parties, including PMA Affiliates and/or any third party contracted to the Participating Member Association. Furthermore, the FIFA.com composite logo may not appear in close proximity to the branding or names of any PMA Affiliate and/or any third party contracted to the Participating Member Association;
- (ii) Online use of Competition Marks and Composite Logo: The Competition Marks and the Composite Logo may be used on PMA Websites provided that:
  - they are used for editorial purposes only;
  - the Participating Member Association has first obtained FIFA’s prior written approval for such use, such request to be submitted to FIFA, in writing, to [ma.approvals@fifa.org](mailto:ma.approvals@fifa.org);
  - they are not used in association or connection with, or in proximity to, the name and/or logo of any commercial organisation, including PMA Affiliates or any third party contracted to the Participating Member Association;

- they are not used as a hyperlink to any website or webpage. If a link to another website/webpage is desired, a text link would have to be used;
- they are not used or placed within the title bar, menu bar and/or the footer; and
- the use of the Competition Marks and/or Composite Logo on the PMA Website always complies with this article 12 of these Media and Marketing Regulations.

(iii) URLs: The Competition Names may not be placed in the URLs of PMA Websites.

### **13. COMPETITION TICKETING MATTERS**

13.1. Ticketing Conditions: FIFA will, at a later date, issue Ticket Allocation Agreements. However, unless and until these Ticket Allocation Agreements amend or augment these Media and Marketing Regulations, the conditions outlined below will apply to all Participating Member Associations.

Each Participating Member Association shall fully comply with, and ensure that all of its PMA Guests fully comply with, the following:

- the FIFA Ticketing Regulations or Guidelines for the Competition (if any); and
- the “Member Association Ticketing Requirements”, representing an Exhibit to the Ticket Allocation Agreements; and
- the “FIFA Beach Soccer World Cup Paraguay 2019 General Terms and Conditions for the Use of Tickets”; and
- the “Ticket Sales Regulations for the FIFA Beach Soccer World Cup Paraguay 2019”, including, without limitation, any applicable data collection and protection rules; and
- the Stadium Code of Conduct for the Competition.

All such binding documents will be enforced and published by FIFA in good time prior to the Competition.

13.2. Ticketing Conditions for Non-Participating Member Associations: In connection with any Competition ticket allocated by FIFA to a non-participating Member Association not being the object of a Ticket Allocation Agreement, each Member Association receiving tickets must fully comply with the terms and conditions set forth in all ticketing documents.

13.3. No use for Advertising and/or Promotional Purposes: Each Member Association, including the Participating Member Associations and non-participating Member Associations, must refrain, and must ensure that its guests/PMA Guests refrain, from any advertising or promotional activity which involves, purports to involve or could be understood as involving the use of tickets for the Competition, tickets for official or unofficial training sessions in the Competition Territory during the Competition Period, or tickets to any other event related to the Competition which is organised by, or under the auspices of, FIFA. In particular, each Member Association, including the Participating Member Associations and non-participating Member Associations, must ensure that its guests/PMA Guests do not conduct any prize competitions, promotions, sweepstakes, lotteries or any further activities which, in FIFA’s reasonable opinion, enable the guests/PMA Guests, or any third party, to create an association with FIFA and/or the Competition and/or which enable any third party, as a consequence of its participation in such activities, to receive access or entitlement to a Competition ticket.

13.4. Conduct of Guests/PMA Guests, Affiliates/PMA Affiliates and Customers: Each Member Association, including the Participating Member Associations and non-participating Member Associations, is required to ensure that its guests/PMA Guests and affiliates/PMA Affiliates and/or any third parties contracted to the non-participating Member Associations or Participating Member Associations are notified of, and comply with, the terms and conditions which apply to Competition tickets.

13.5. Ambush Marketing Activities: Each Member Association, including the Participating Member Associations and non-participating Member Associations, is required to ensure that all guests/PMA Guests and affiliates/PMA Affiliates and/or any third parties contracted to the non-participating Member Associations or Participating Member Associations refrain from conducting any advertising and/or promotional activity which could otherwise reasonably be regarded as ambushing the exclusive rights of the Commercial Affiliates and FIFA, including refraining from any advertising and/or promotional activity which could lead to the reasonable assumption that Competition tickets or other rights of access to the Competition may be acquired by third parties in relation to such activities.

## **14. MISCELLANEOUS**

14.1. FIFA Disciplinary Code: If any Participating Member Association fails to comply with these Media and Marketing Regulations, it will be liable to sanctions imposed by the FIFA Disciplinary Committee. The Participating Member Associations are fully responsible for the full compliance of their Team Delegation Members, their PMA Affiliates and/or any contracted third parties with these Media and Marketing Regulations. The Participating Member Associations shall immediately notify their PMA Affiliates and contracted third parties of the content of these Media and Marketing Regulations and shall require their PMA Affiliates to comply with the terms of these Media and Marketing Regulations.

14.2. Prohibited Items: Any items used at a Controlled Area by Participating Member Associations or their Team Delegation Members which do not comply with these Media and Marketing Regulations will be removed, confiscated, or covered up at the discretion of the appropriate FIFA Officials. The Participating Member Association may also face the sanctions imposed by the FIFA Disciplinary Committee.

14.3. No Liability: FIFA shall not be liable to a Participating Member Association for any losses, fees, damages, or any costs whatsoever which may arise as a result of or in connection with the requirements contained in these Media and Marketing Regulations and/or in the Competition Regulations or the Equipment Regulations.

14.4. Inconsistency: To the extent that the Competition Regulations and the Equipment Regulations are inconsistent with any aspect of these Media and Marketing Regulations, these Media and Marketing Regulations shall take precedence over the terms of the Competition Regulations and Equipment Regulations. The relevant terms of the Competition Regulations and Equipment Regulations shall be deemed amended accordingly.

14.5. Amendments: Upon notification to the Participating Member Associations, FIFA may amend these Media and Marketing Regulations at any time and at its own discretion.

FIFA, at any time prior to the Competition and at its own discretion, remains entitled to publish guidelines and circulars specifying these Media and Marketing Regulations or parts hereof.

14.6. Languages: These Media and Marketing Regulations exist in the four official FIFA languages (English, French, German and Spanish). In the case of any discrepancy in the interpretation of the English, French, Spanish or German texts of these Media and Marketing Regulations, the English text is authoritative.

14.7. No Waiver: Any waiver by FIFA of any breach of these Media and Marketing Regulations (including of any document referred to in these Media and Marketing Regulations) will not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision or a waiver of any right arising out of these Media and Marketing Regulations or any other document. Any such waiver shall only be valid if given in writing. Failure by FIFA to insist upon strict adherence to any provision of these Media and Marketing Regulations, or any document referred to in these Media and Marketing Regulations, on one or more occasions will not be considered to be a waiver of, or deprive FIFA of the right to subsequently insist upon strict adherence to, that provision or any other provision of these Media and Marketing Regulations, or any document referred to in these Media and Marketing Regulations.

14.8. Enforcement: These Media and Marketing Regulations have been ratified by the FIFA Council and come into force immediately.

**Appendix**

Trophy of the FIFA Beach Soccer World Cup

