



**Invitation for Bid
FIVB Volleyball World League Finals 2017 (Group 1)**

-

Terms & Conditions

As at 23 September 2016

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SECTION 1 Invitation for Bid (IFB)

1.1 Purpose of the IFB

The purpose of this IFB is to provide Bidders with the opportunity to bid for the rights, including hosting, commercial, and media rights, associated with the organisation of the 2017 World League Finals Group 1.

1.2 No FIVB Obligation

This IFB is not a tender and does not commit the FIVB in any way to select a Bidder, or to proceed to negotiations for an agreement, or to award any agreement. The FIVB reserves the complete right to, at any time, reject all Bids, and to terminate this IFB process.

1.3 Governing terms for IFB

The Bidder herewith accepts and agrees that the present Terms and Conditions (“TnC”) govern the organisation and hosting of the Finals that is the subject of this IFB.

1.4 Bidding Deadline

All bids to host the 2017 edition of the FIVB World League Finals must be received by the FIVB **by no later than 12 PM (noon) Central European Standard Time on 23 October 2016.**

1.5 Bidders

This IFB is open to National Federations, Agencies, Promoters, cities and any other third party interested in participating in the bid process for the Event. By submitting a bid, any prospective bidder represents and warrants that it has the capacity and authorisation to organise the Finals in the bidder’s proposed host country and city/cities and is aware of the relevant local legislation, governmental requirements and other requirements or restrictions known at the time of the bid necessary to organise the Finals in the bidder’s proposed host country and city/cities.

1.6 National Federation Involvement

Any third party bidder should be aware that the National Federation where said bidder wishes to host the Finals may have commercial or organisational requirements or restrictions for organising an event in said National Federation’s Territory including restrictions deriving from national sponsorship agreements related to the National Federation’s national team. These requirements and restrictions have to be respected by the bidder. Thus, FIVB strongly encourages the third party bidder to contact the National Federation in the Territory that it wishes to organise the Finals before entering a bid in order to obtain any information related to such requirements and restrictions.

After the deadline, FIVB reserves the right to disclose the names (but not the value, conditions and details of the bids) to the National Federation where a bidder wishes to host the Finals in order to solicit said National Federation’s endorsement. The National Federation shall be deemed to endorse any third party bidder unless it provides the FIVB with objective reasons and evidence for its refusal within one week from receiving the list of bidders within its Territory. In the event that the National Federation refuses to endorse a bidder, the FIVB will consider its reasons and evidence as part of its evaluation of the bid.

1.7 Bidder's Expenses

Bidders are solely responsible for their own expenses in preparing and submitting Bids, and for any meetings, negotiations or discussions with the FIVB or its representatives and consultants, relating to

or arising from this IFB. The FIVB and its representatives, agents, consultants and advisors will not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Bidder in preparing and submitting a Bid, or participating in negotiations for an Agreement, or other activity related to or arising out of this IFB.

1.8 No Agreement

By submitting a Bid and participating in the process as outlined in this IFB, Bidders expressly agree that no agreement of any kind is formed under, or arises from this IFB prior to a formal appointment by FIVB as described in the IFB and in these TnC.

1.9 Conflict of Interest

A Bidder shall disclose in its Bid any actual or potential conflicts of interest and existing business relationships it may have with the FIVB, its elected or appointed officials, representatives, member federation officials and representatives or employees. The FIVB shall rely on such disclosure.

1.10 Solicitation of FIVB Staff and Officials

Bidders and their agents will not contact any member of the FIVB, including staff and elected officials or representatives with respect to this IFB, other than the FIVB Representative, at any time prior to the award of an agreement or the cancellation of this IFB.

1.11 Property and Confidentiality

All Bids, supporting documentation and generally Bidder's submissions to FIVB prior to its appointment become the property of the FIVB and will not be returned to the Bidder. All submissions will be held in confidence by the FIVB unless otherwise required by law.

1.11 Key Persons

The Bidder shall identify up to two (2) key persons that will be committed to be in charge and actively work throughout the project, if the Bidder is selected.

1.12 Evaluation Team

The evaluation of Bids will be undertaken on behalf of the FIVB by the Evaluation Team. The Evaluation Team may consult with others including FIVB elected officials and staff members, third party consultants and references, FIVB representatives, event promoters and organisers, as the Evaluation Team may in its discretion decide what is required. The Evaluation Team will give a recommendation for the selection of a Bidder or Preferred Bidder(s) to the FIVB.

1.13 Evaluation Criteria

The Evaluation Team will compare and evaluate all Bids to determine the Bidder's strength and ability to host the FIVB Volleyball World League Finals, in order to recommend the Bid which is most advantageous to the FIVB governing institutions for a final decision. The Evaluation Team will not be limited to any selection criteria. It may consider various criteria that the team identifies as relevant during the evaluation process, such as the presentation of marketing and communications plans, sporting considerations, etc. The Evaluation Team may also consider any additional proposals regarding the organisation of the Finals, including the structure of the organisation of the Finals. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Bids by comparing one Bidder's Bid to another Bidder's Bid.

1.14 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Bidder with respect to any Bid, and the Evaluation Team may make such requests to only selected Bidders. The Evaluation Team may consider such clarifications or additional information in evaluating a Bid.

1.15 Interviews / Inspection visits

The Evaluation Team may, at its discretion, invite some or all of the Bidders to appear before the Evaluation Team to provide clarifications of their Bids. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Bids. In addition, the Evaluation Team may request inspection visits for up to two (2) of its members at the Bidders' costs.

SECTION 2 AGREEMENT

2.1 Bid Offer

The Bidder wishes to bid the following in order to organise the World League Finals 2017:

Total Hosting Fee (minimum set by FIVB at One million US Dollars (USD 1,000,000)):

USD

Host Country and City: The Bidder designates the following city and country as the site of World League Finals:

Additional Documentation: As part of its bid, the Bidder may attach any additional documentation that it wishes the FIVB Evaluation Team to consider as part of its bid, such as a Marketing and Communication Plan, an overview of the proposed Site and the infrastructure around the Site, Presentation and Entertainment Plan, etc.

In the event that a party fails to fill in a relevant section of the Bid and such relevant section has a minimum requirement, the party shall be deemed to have bid the minimum.

2.2 Bidder's obligations

The Bidder agrees:

- a. to comply with the Bid and perform all duties and obligations as specified in these TnC and in the Appendices A-D;
- b. to assume the responsibility to organise the FIVB Volleyball World League Finals 2017 in the territory designated above, during the time period approved by the FIVB, under the conditions established by the FIVB, these Terms & Conditions and the most recent version of the FIVB Volleyball Sports Regulations, FIVB Volleyball Event Regulations and the Specific Competition Regulations for the World League.
- c. to sign a Host Television Broadcaster Agreement together with the company selected by the Bidder as the Host Television Broadcaster for the television production & broadcasting of the FIVB Volleyball World League Finals (hereinafter the "HTVB") for every edition provided in Clause 2.1 above based on the relevant terms provided in Appendix D. This is a material condition for the selection of the Bidder;
- d. to pay to FIVB the total fee provided for the Finals as follows:
 - 1st instalment: 1/3 of the total fee due on February 1st 2017
 - 2nd instalment: 1/3 of the total fee due on April 1st 2017

- 3rd instalment: 1/3 of the total due on June 1st 2017

Any payments due to FIVB under these TnC will be made net of any and all taxes (including any withholding taxes levied at the residence country of the Bidder), and any other deductions required to be made shall be the sole responsibility of the Bidder. Delayed payments will be subject to interest of five percent (5%) per annum.

All payments mentioned herein shall be paid to the following bank account of the FIVB:

FEDERATION INTERNATIONALE DE VOLLEYBALL

Banque Cantonale Vaudoise (BCV)

BIC Code (SWIFT Address)

Place Saint François 14

BCVLCH2LXXX

1001 Lausanne, Switzerland

Bank clearing: 767

Account Nr: Z.534.4532.7

IBAN: CH49 00767 000Z 5344 5327

Furthermore, in exercising its rights and performing its obligations under these TnC, the Bidder shall comply fully with all Applicable Laws, the FIVB Regulations as applicable from time to time and any relevant guidelines and/or instructions issued by or on behalf of FIVB from time to time. Without limitation to the foregoing, the Bidder shall ensure that it does not use any of the rights granted herein in a manner which in the reasonable opinion of the FIVB is prejudicial to the sport of Volleyball, to the FIVB or to the FIVB Volleyball World League and that it does not cause FIVB or any of its national federations or FIVB contractual partners (including without limitation sponsors, suppliers, broadcasters etc.) to breach any Applicable Laws. Upon any request from FIVB, the Bidder shall provide to the FIVB (at the Bidder's cost) reasonable evidence that any of its actions in implementing its rights hereunder shall not cause any such breach.

2.3 Binding effect in the event of a successful bid

By signing below, the Bidder acknowledges that it has reviewed the TnC and agrees to be bound by these TnC in organising and hosting the Finals in the event of a successful bid.

2.4 Applicable law and dispute resolution clause

This IFB shall be construed in accordance with the FIVB Constitution and Regulations and shall be governed by the Laws of Switzerland without regard to its conflict of law rules.

Any dispute arising from or related to the IFB and the bidding process which in spite of mutual efforts, the Bidder and the FIVB are unable to conciliate, will be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and resolved definitively by a panel of three arbitrators in accordance with the Code of Sports-related Arbitration. The language of the arbitration will be English.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorised officers or representatives on the day and year of its signature by FIVB.

Date/Place _____

Date/Place _____

For the Bidder

For FIVB

Name: _____

Dr. Ary S. Graça Fº.

Capacity: _____

President

Signature: _____

Signature: _____

FIVB VOLLEYBALL WORLD LEAGUE FINALS 2017

Terms & Conditions for Organising the World League Finals

APPENDIX A – LEGAL MATTERS & DEFINITIONS

1. DEFINITIONS

1.1 The below definitions apply to the **TERMS AND CONDITIONS**. Defined terms are, in principle, written in capital and bold letters throughout these **TERMS AND CONDITIONS'** Appendices. Additional terms to the ones below may be defined in the **TERMS AND CONDITIONS** itself and/or in the Appendices A to D.

"**AGREEMENT**" shall mean the Agreement, which comes into force upon the acceptance of a successful bid by the **FIVB** and includes Section 2 (Agreement) above, the Appendices and Schedules hereto, as hereafter amended and supplemented from time to time.

"**BRANDING KIT**" shall mean the mandatory branding guidelines concerning the **FIVB LOGO**, the **EVENT** logo, the **FINALS** logo and other Look/Brand elements. It is issued by the **FIVB** TV & Marketing Department and includes the **FIVB** Brand & Graphic Guidelines to be communicated to the **ORGANISER** in due course.

"**BROADCAST**" shall mean the transmission of the **FINALS** (or parts thereof) by means of television in accordance with these **TERMS AND CONDITIONS** and with the **HTVB AGREEMENT**.

"**CLEAN**" shall mean free of any and all advertising and/or promotion and/or branding material or logos or names in any form or medium (whether now known or developed in the future) and without constraint or limitation as to the exercise by **FIVB** of its commercial rights and free of any rights or activities or occupiers or incumbents which in any way compete with, limit, hinder or detract from the exercise of commercial rights by **FIVB** and/or **FIVB COMMERCIAL AFFILIATES** and/or **FIVB** licensees.

"**COMPOSITE LOGO**" means the association between the **FINALS** logo and a sponsor's logo within a unique graphic element.

"**DOMESTIC BROADCASTER**" (hereinafter "**DB**") shall mean the party (if appointed) having entered into a specific Agreement with the **FIVB** for the **BROADCAST** in the **TERRITORY**.

"**DOMESTIC FEED**" shall mean the domestic feed, being domestic audio and color video signals, incorporating a live television picture, domestic language commentary in the **LANGUAGES**, the necessary related background sound and effects, slow motion, replays and graphics constituting continuous full coverage of the **FINALS** which are previously authorized by **FIVB**, and produced by **HTVB** in a non-orientated and fair way, according to the technical specifications laid down by the **FIVB**, and in accordance with the provisions of **HTVB AGREEMENT**.

"**EVENT**" shall mean the FIVB VOLLEYBALL WORLD LEAGUE Group 1, which will be held in a number of countries under **FIVB** authority. It includes an **INTERCONTINENTAL ROUND** and culminates in the **FINALS** for those teams that have qualified. In the event that the **EVENT** is renamed, this definition shall also include the competition replacing the FIVB VOLLEYBALL WORLD LEAGUE Group 1.

"**EVENT TITLE**" shall mean the official name of the **EVENT**, i.e. "FIVB VOLLEYBALL WORLD LEAGUE [YEAR]" or other official name as determined by the **FIVB**.

"**FIVB**" shall mean the Fédération Internationale de Volleyball, which is the governing body responsible for all forms of Volleyball on a global level.

"**FIVB COMMERCIAL AFFILIATES**" shall mean any entity entering into an agreement with the FIVB concerning the commercial exploitation of some or all of the rights and opportunities connected with the **EVENT** and/or the **FINALS** e.g. **FIVB** Global Partners, **FIVB** Suppliers, or **INTERNATIONAL BROADCASTERS**.

"**FIVB HANDBOOK**" shall mean the **FIVB VOLLEYBALL WORLD LEAGUE** Handbook applicable at the time of the **EVENT**. In the event that the **FIVB HANDBOOK** is amended, it shall be understood as referring to the respective article of the same regulations as applicable at the time of the **EVENT**.

"**FIVB LOGO**" shall mean the official logo of the **FIVB**, as determined by **FIVB** from time to time.

"**FINALS**" shall mean the matches of the **FIVB** Volleyball World League Finals [YEAR] (Group 1) which will crown the winners of the FIVB VOLLEYBALL WORLD LEAGUE Group 1 for that respective season. "**FINALS TITLE**" shall mean the official name of the **FINALS**, i.e. "FIVB VOLLEYBALL WORLD LEAGUE FINALS [YEAR]".

"**FIVB EVENT REGULATIONS**" shall mean the **FIVB EVENT REGULATIONS** applicable at the time of the **FINALS**. Reference to Chapters and Articles of as well as Annexes to the **FIVB EVENT REGULATIONS** is based on the May 2016 edition. In case of amendments to the **FIVB EVENT REGULATIONS**, it shall be understood as referring to the respective article of the same regulations as applicable at the time of the **FINALS**.

"**FIVB SPORTS REGULATIONS**" shall mean the **FIVB SPORTS REGULATIONS** applicable at the time of the **FINALS**. Reference to Chapters and Articles of as well as Annexes to the **FIVB SPORTS REGULATIONS** is based on the May 2016 edition. In case of amendments to the **FIVB SPORTS REGULATIONS**, it shall be understood as referring to the respective article of the same regulations as applicable at the time of the **FINALS**.

"**FIVB TV COORDINATION AGENCY**" shall mean the agency, person or body responsible for the international TV production coordination and Media distribution of the **FINALS**, and the **EVENT** generally, engaged by **FIVB**.

"**HOST CITY**" shall mean any city in which **MATCHES** are staged.

"**HOST TELEVISION BROADCASTER**" (also "**HTVB**") shall mean the party having entered into this Agreement with the **FIVB** for the production of the **DOMESTIC FEED** and the **INTERNATIONAL FEED** of the **TOURNAMENT** organised in the **TERRITORY** and for making the **INTERNATIONAL FEED** available to the **FIVB TV COORDINATION AGENCY** and to the **INTERNATIONAL BROADCASTERS**, and for the **BROADCAST** in the **TERRITORY**. In case of appointment of a **DB** and of an **OTP**, this term shall mean the **DB** or the **OTP** as applicable.

"**HTVB AGREEMENT**" shall mean the standard agreement prepared by **FIVB** which shall be signed by the **NF/OC** and by the **HTVB**, regulating, among others, the obligations of the TV production, minimum broadcasting as well as the broadcasting rights granted to the **HTVB**. In case of appointment of a **DB** and of an **OTP**, this term shall mean the respective **DB** and **OTP** agreements.

"**INTERCONTINENTAL ROUND**" shall mean the qualification matches to the **FINALS** of the **EVENT**.

"**INTERNATIONAL BROADCASTER**" shall mean any party having entered into a contract with **FIVB** and/or the **FIVB TV COORDINATION AGENCY** for the broadcast or narrow cast of the **FINALS** with the exception of the Host Television Broadcaster of each organising country.

"**INTERNATIONAL FEED**" shall mean the international feed of the **MATCHES** of the **FINALS** produced by **HTVB**, in a non-orientated and fair way, according to the technical specifications laid down by the **FIVB** and in accordance with the provisions of the **HTVB AGREEMENT** and the **FIVB HANDBOOK** constituting an international broadcast quality 1080i lines, 50Hz Digital ITU-R BT.601 colour system HIGH DEFINITION 16:9 format with graphics in 16:9 clean of any **HTVB** domestic or commercial content with continuous full live coverage of the **TOURNAMENT** with slow motion and replays, with **FIVB** official English graphics, **VCS**, and the applicable graphical messages or interfaces, stereo international sound and stereo English commentary mix on separate tracks, to be made available at **HTVB**'s SNG truck on-site and uplinked from this SNG on site or uplinked at the local International Gateway using MPEG 4 encoding within a minimum 9 MHz carrier (MPEG 2 encoding is not acceptable). For the avoidance of doubt, the uplink must be provided by the **HTVB** on a free of charge basis.

"**LANGUAGE(S)**" shall mean _____ [PLEASE COMPLETE ACCORDINGLY].

"**LIVE EXPERIENCE**" is a combination of the sport presentation, spectator engagement and entertainment activities brought together through various forms of technology and/or direct interaction with fans and TV viewers.

"**MARKETING**" shall mean the furnishing of services and the selling of certain commercial and non-commercial rights pertaining to the **EVENT/FINALS** as provided for in these **TERMS AND CONDITIONS**.

"**MARKETING AGENCY**" ("**MA**") shall mean the person or body engaged by the **FIVB** to coordinate the exercise of various marketing, licensing, commercial and promotional rights, titles, concessions and, in general, any right that could be the object of a license concerning the **EVENT/FINALS**.

"**MARKS**" shall mean any work mark, artwork, emblem, mascot, legend, representation, including copyright thereof, denoting or identifying the **FIVB**, the **EVENT** or the **FINALS**.

"**MATCHES**" shall mean the matches of the **FINALS** played in the **TERRITORY**.

"**MEDIA RIGHTS**" shall mean all audio, visual, and audio-visual rights in and to the **FINALS** including without limitation all terrestrial, satellite, cable and other television rights (free or pay TV), closed circuit, theatrical and non-theatrical, home video, DVD, Video On Demand, internet, broadband, mobile communications, and other new media rights, in ship, in flight and other transport rights, radio and other audio rights, photographic and any other means of transmitting images and sounds of the **FINALS** whether such means are now known or hereafter invented. For the avoidance of doubt, **FIVB** is the sole owner of the **MEDIA RIGHTS**.

- "**DOMESTIC MEDIA RIGHTS**" means the **MEDIA RIGHTS** confined in the **TERRITORY** and to be further specified in a separate **HTVB AGREEMENT** drafted by the **FIVB** and to be signed by the Parties.
- "**INTERNATIONAL MEDIA RIGHTS**", means the worldwide **MEDIA RIGHTS**, except for the **DOMESTIC MEDIA RIGHTS**.

"**MERCHANDISING**" shall mean products bearing **MARKS**.

"**NATIONAL FEDERATION**" (also "**NF**") shall mean the **FIVB** member that is responsible for the running and organisation of all Volleyball activities in the **TERRITORY**.

"**NATIONAL SPONSOR(S)/SUPPLIER(S)**" shall mean any entity entering directly or indirectly into an agreement with the **ORGANISER** (or its sub-licensee or marketing agency) covering the commercial exploitation of some or all of the national rights to the **FINALS** as set forth in these **TERMS AND CONDITIONS** with respect to the **PRODUCTS** in the **TERRITORY**.

"**NF COMMERCIAL AFFILIATES**" shall mean any entity entering into an agreement with the **NF** before the signing of this **AGREEMENT** concerning the commercial exploitation of some or all of the rights and opportunities connected with the national team in the **TERRITORY**.

"**OFFICIAL FIVB TV GRAPHICS**" shall mean the official graphics designed, approved and provided by **FIVB** for the **EVENT**'s opening and closing sequences, bumpers and stings, score and timings bugs, etc., which may include without limitation the title sequences, replay wipe, the on-screen credits for the insertion of the official data and time keeping suppliers' name, logos, catch word, etc. and which will have to be implemented within the **INTERNATIONAL FEED** and the **DOMESTIC FEED** by the **HTVB**.

"**OFFICIAL TV PRODUCER**" (hereinafter "**OTP**") shall mean the party (if appointed) having entered into a specific Agreement with **FIVB** and the **ORGANISER** for the production of the **DOMESTIC FEED** and **INTERNATIONAL FEED** of the **FINALS** and for making the **INTERNATIONAL FEED** available to **FIVB** (or any designee thereof) on a free of charge basis.

"**ORGANISER**" shall mean the successful bidder, whether emanating from the **NF**, the host city or otherwise (with or without legal personality), that has been assigned by **FIVB** to be responsible for the organisation, preparation, staging, and winding up of the **FINALS** in accordance with the **FIVB EVENT REGULATIONS** and the **FIVB HANDBOOK** and under the authority of the **FIVB**. If the **ORGANISER** is not a separate entity from the **NF** then the **ORGANISER** shall be understood to mean the **NF**. If the **ORGANISER** is a separate entity from the **NF** then the **NF** and **ORGANISER** shall be jointly and severally liable for all obligations under this **AGREEMENT** and its Appendices. The term **ORGANISER** shall also include the Organising Committee (OC) created in accordance with Appendix B.

"**PRODUCT**" shall mean any goods and/or services within the product categories that do not fall under the **RESERVED CATEGORIES**.

"**RESERVED CATEGORIES**" shall mean the goods and/or services categories as defined in Clause 2.3 of Appendix C that are reserved for the exclusive commercial or other exploitation by the **FIVB** in connection with the appointment of **FIVB COMMERCIAL AFFILIATES**.

"**RIGHTS PROTECTION PROGRAMME**" shall mean all actions aimed against unauthorized commercial, political, religious or other association with the **FIVB**, the **EVENT**, the **FINALS** and/or any participants (players, coaches, officials) thereto, and against any unauthorized use of the **MARKS**.

"**SITE**" shall mean the location of the **FINALS** and shall include all the venues, press centres, contiguous areas and any other area where the **MATCHES** take place.

"**TERM**" shall mean the period commencing on the date of **FIVB**'s written acceptance of the **TERMS AND CONDITIONS**, and expiring on 31 December 2017 unless previously terminated in accordance with the terms this Appendix A.

"**TERMS AND CONDITIONS**" (or "**TnC**") include the Appendices A to D and governs the **ORGANISER**'s participation in **FIVB**'s **IFB** for and, if the Bid is successful, the **AGREEMENT** regarding the acquisition of the rights and obligations pertaining to the organisation of the **FINALS**. These **TERMS AND CONDITIONS** shall form the basis for any subsequent agreement executed by the Parties.

"**TERRITORY**" shall mean the geographical area of the country where the **FINALS** take place.

"**VIDEO CHALLENGE SYSTEM**" (hereinafter "**VCS**") shall mean the official video based officiating service that enables **FIVB** officials, upon the teams' request, to review matches' incidents and make a decision on whether an infringement has occurred (e.g. net block ball touches, players touching the net, players touching the attacking line and service line, line calling, and antennae touches).

2. AUTHORITY AND INDEMNITY

The **ORGANISER** hereby represents and warrants that:

2.1 It has the full right, power and authority to enter into and perform under these **TERMS AND CONDITIONS** and to exercise the rights granted to it hereunder upon the terms stipulated and that to the **ORGANISER**'s knowledge there exists no legal, technical or other impediment to the full execution by it of these **TERMS AND CONDITIONS**.

2.2 It has obtained all necessary authorizations, approvals and consents required to enter into these **TERMS AND CONDITIONS** and to perform all obligations hereunder.

2.3 It shall be solely responsible for, and hereby agrees to defend and indemnify and hold the **FIVB** free from and against any claims, demands, causes of action for damages (including reasonable attorney's fees) arising out of any activity by the **ORGANISER** hereunder.

3. USE OF THE MARKS

3.1 The **MARKS**, including without limitation the **EVENT** logos, the **FINALS** logos, are registered trademarks owned by **FIVB** and protected by copyright laws. The **MARKS** must always be reproduced in its official colours and proportions and be displayed on all printed materials produced for the **EVENT/FINALS** as outlined onto the **FIVB BRANDING KIT**.

3.2 In addition to the provisions of these **TERMS AND CONDITIONS**, the **ORGANISER** shall not use **MARKS** or behave in any manner contrary to public moral and/or legal obligations, which are undertaken to carry out the **FINALS**, or show any unfavourable behaviour that could reflect upon the good name, reputation and image of the **FIVB**, **ORGANISER** and/or the **EVENT/FINALS** or is in any manner liable to result in undue use of the **MARKS** or the powers herein conferred.

In particular:

3.3 The **ORGANISER** acknowledges that each and every use of the **MARKS** requires **FIVB**'s prior written approval. This obligation extends also to any and all sublicensees and commercial partners (sponsors, suppliers etc.) of the **ORGANISER**, for which the **ORGANISER** is liable towards the **FIVB**. Any association of the **ORGANISER** and/or their commercial partners with the **FINALS** logo can be made exclusively through a **COMPOSITE LOGO** that will be provided by the **FIVB** in the **BRANDING KIT**. **ORGANISER** and/or commercial partner should use it by including their logo in the box provided for that purpose, according to the **BRANDING KIT**.

3.4 The **ORGANISER** shall submit to **FIVB**, for its prior written approval, full and accurate representations of the final samples of any materials that bear or incorporate or are intended to be used in connection with any **MARKS**. Such representations shall be submitted using **FIVB**'s email tv.marketing@fivb.org & sportsevents@fivb.org or in such other manner as **FIVB** may in writing direct. If requested by **FIVB**, the **ORGANISER** shall also submit actual samples of such materials for approval. If any materials submitted pursuant to this Clause 2.4 are not in English, then the **ORGANISER** shall simultaneously provide an English translation thereof.

3.5 **FIVB** shall use its reasonable endeavours to provide its approval or, as the case may be, disapproval of any materials submitted (or re-submitted in the case of a previously disapproved item) to it in accordance with Clause 2.4 within ten (10) business days. If **FIVB** has not provided its approval or disapproval within ten (10) business days, then the relevant materials shall not be deemed to be approved.

3.6 The **ORGANISER** shall not release any advertising materials or other materials bearing, incorporating or intended to be used in connection with any materials without the approval of **FIVB**. If the **ORGANISER** does release any such materials or otherwise uses any **MARKS** without **FIVB**'s prior written approval then, without prejudice to any other remedy of **FIVB**, the **ORGANISER** shall remove any such materials from circulation and discontinue any further use immediately upon receipt of written notice from **FIVB**. In case of non-compliance, the **FIVB** may remove such materials on the **ORGANISER**'s expense.

3.7 The **ORGANISER** shall take all reasonable steps to ensure that any and all people, wherever located in the **TERRITORY**, who are engaged in the implementation of the rights granted under these **TERMS AND CONDITIONS** on its behalf are made aware of the approval requirement set out in Clause 2.3 and that non-compliance with such requirement constitutes a material breach of the obligations set forth in these **TERMS AND CONDITIONS**.

3.8 Approval of an item by **FIVB** shall not be deemed to constitute any of the following: a waiver of **FIVB**'s rights or the **ORGANISER**'s obligations hereunder; a confirmation by **FIVB** that the **ORGANISER** has complied with such obligations; a confirmation by **FIVB** regarding the **ORGANISER**'s compliance with the rights of third parties; a grant of any image or other rights owned either by **FIVB** or third parties.

3.9 In case the use of **MARKS** is not approved by the **FIVB**, the **ORGANISER** shall not proceed with any implementation whatsoever.

3.10 In case the use of **MARKS** is approved, it must always comply with the **BRANDING KIT**.

4. COOPERATION WITH THE FIVB

4.1 **ORGANISER** and the **FIVB** agree to liaise fully with each other on all ongoing matters arising in connection with these **TERMS AND CONDITIONS**. **FIVB** and the **ORGANISER** shall respectively appoint a representative by name and full address for the **FINALS** to this effect. **FIVB** and the **ORGANISER** shall respectively afford every cooperation to and compliance with all reasonable requests of the other side's representative relating to the **FINALS**. **ORGANISER** shall nominate its President, Chief Executive Officer or duly empowered representative to become members of the respective **EVENT/FINALS** Council created by **FIVB**, subject to **FIVB**'s approval.

4.2 **ORGANISER** hereby recognises that it is considered a "Natural or legal person organising or involved in any way in the organisation of FIVB competitions" under Article 1 of the **FIVB** Disciplinary Regulations and agrees that **ORGANISER** is under the jurisdiction and authority of **FIVB** for purposes of organising the **EVENT**. **ORGANISER** agrees to be bound by all **FIVB** Regulations and expressly agrees to be bound by the sanctioning regime provided for in the **FIVB** Disciplinary Regulations.

5. TERM / TERMINATION

5.1 This **AGREEMENT** shall enter into force as a binding agreement on the date of **FIVB**'s written acceptance thereof and shall expire on last day of the **TERM** unless previously terminated pursuant to the terms hereof.

5.2 The **ORGANISER** or the **FIVB** may terminate these **AGREEMENT** with immediate effect by written notice:

(a) If the other side fails to observe or perform any of its material obligations hereunder and does not remedy such failure within twenty (20) days – or one (1) day during the **FINALS** – after being called upon to do so by written notice; or

(b) If the other side becomes bankrupt or insolvent or enters into liquidation (other than voluntary liquidation for the purposes of reconstruction, amalgamation or similar reorganisation) or enters into arrangement or composition with its creditors or any of them, or has a receiver appointed.

5.3 The **FIVB** reserves its right to terminate these **AGREEMENT** with immediate effect, in whole or in part, if the **EVENT**, the **FINALS** or any part thereof is cancelled for just cause.

6. EXISTING RIGHTS AND CLAIMS

6.1 Termination hereunder shall be without prejudice to any existing rights and/or claims that the terminating side may have against the other, and shall not relieve such other side from fulfilling the obligations accrued prior to such termination.

6.2 In the event of earlier termination of these **TERMS AND CONDITIONS** for any reason whatsoever, the rights and licenses granted hereunder shall forthwith immediately terminate and without any formality immediately revert to the **FIVB** unless otherwise agreed by the **FIVB** in writing. Upon such earlier termination, the **FIVB** may, from that time, grant to others the rights and licenses granted to the **ORGANISER** hereunder. In particular, the **FIVB** may exclude (or expel, if the **EVENT/FINALS** has already started) **NF's** national team from the **EVENT** and the **FINALS** and decide whether to substitute it with another team.

6.3 **ORGANISER** shall not be entitled to assign, sublicense etc. any of its rights hereunder without the prior written consent of the **FIVB**. **FIVB** may condition its written consent upon the signature of a legally binding declaration by the assignee/sublicensee whereby it shall be jointly and severally liable with the assignor regarding any rights or obligations hereunder.

(a) If the **FIVB** provides written consent to an assignment of some or all of the **ORGANISER's** obligations to organise the **EVENT** to any third party, including but not limited to an **NF** or third party local organiser, then the **FIVB**, the **ORGANISER**, and said third party shall sign a tripartite agreement regulating the relationship. In all cases and for the avoidance of doubt, the **ORGANISER** will remain liable towards the **FIVB**.

7. CANCELLATION, NO TV TRANSMISSION, FORCE MAJEURE

7.1 Subject to Clause 5.3 above, in case of unforeseen events beyond the **ORGANISER's** or **FIVB's** control (A change in the exchange rates or other financial situation does not constitute Force Majeure) jeopardizing the fulfilment of these **TERMS AND CONDITIONS**, the **ORGANISER** and the **FIVB** undertake to collaborate in good faith and make their best efforts to ensure that the **FINALS** takes place according to the terms agreed herein and in accordance with **FIVB's** commitments to third parties (sponsors, other broadcasters, etc). In such exceptional circumstances the **ORGANISER** and **FIVB** shall negotiate in good faith with a purpose of finding a mutually acceptable solution. In particular, in the event of a national mourning day, the **ORGANISER** may -after consultation with the **FIVB**- postpone the event for no more than 24 hours. In all other cases of force majeure the **FIVB** may require the **ORGANISER** and the **HTVB** to carry out their duties hereunder described even if extreme measures (e.g. matches without spectators due to heavy weather conditions) need to be taken.

7.2 In the event that, for reasons of force majeure -and after the **ORGANISER** and **FIVB** have made all efforts as described in Clause 7.1 above- the **EVENT**, the **FINALS** or any part thereof does not take place, or the **EVENT**, the **FINALS** or any part thereof takes place but there is no TV transmission or it is substantially interrupted due to circumstances beyond the **ORGANISER's** or **FIVB's** reasonable control, the **ORGANISER** shall negotiate a mutually acceptable solution with the **FIVB** regarding damages suffered by any of them, especially as a result of **ORGANISER** or **HTVB's** decision to postpone/cancel part of or the entire **FINALS** without the agreement of **FIVB** (see Clause 7.1 in fine).

8. NOTICE

All notices and statements to be given under these **TERMS AND CONDITIONS** shall be given to the respective addresses of the **ORGANISER** and the **FIVB** as set forth below, unless notification of a change of address is given in writing. Any notice shall be sent by fax or registered mail. In case of urgency or in the event that the **ORGANISER** has not completed its contact details below or has not updated them, notification may be performed by **FIVB** to **ORGANISER** (but not vice-versa) through any possible means, including e-mail.

FEDERATION INTERNATIONALE DE VOLLEYBALL

Edouard Sandoz 2-4

CH-1006 LAUSANNE

Phone: +41 (21) 345 35 35

Fax: +41 (21) 345 35 45

NATIONAL FEDERATION / ORGANISER

Address: _____

Phone: _____

Fax: _____

9. GOVERNING LAW, DISPUTES AND OTHER TERMS

9.1 These **TERMS AND CONDITIONS** reflect the complete understanding of the **ORGANISER** and **FIVB** and supersedes any previous representations, agreements or understandings, whether oral or written, exchanged between the **ORGANISER** and the **FIVB** regarding all the subjects contained herein prior to the signing of these **TERMS AND CONDITIONS**. No amendment or modification to the provisions of these **TERMS AND CONDITIONS**, including this clause shall become effective unless made by an instrument signed by the representatives of the **ORGANISER** and the **FIVB**.

9.2 The **ORGANISER** and the **FIVB** agree that the particular contents and especially the financial details of these **TERMS AND CONDITIONS** shall be confidential and therefore agree to undertake whatever measures are necessary to preserve its confidentiality.

9.3 The headings of the Clauses in these **TERMS AND CONDITIONS** are for convenience only and shall not affect in any way the meaning of the provisions to which they refer.

9.4 In the event that questions as to matters not mentioned in these **TERMS AND CONDITIONS** or as to any of the provisions in these **TERMS AND CONDITIONS** arise, the **FIVB** and **ORGANISER** shall negotiate in good faith and in any case the **FIVB** Constitution and Regulations shall apply.

9.5 These **TERMS AND CONDITIONS** shall be construed in accordance with the **FIVB** Constitution and Regulations and shall be governed by the Laws of Switzerland without regard to its conflict of law rules.

9.6 Any dispute arising from or related to the present **TERMS AND CONDITIONS** which in spite of mutual efforts, the **ORGANISER** and the **FIVB** are unable to conciliate, will be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and resolved definitively by a panel of three arbitrators in accordance with the Code of Sports-related Arbitration. The language of the arbitration will be English.

9.7 Should any individual provision of these **TERMS AND CONDITIONS** be invalid or impossible to fulfill, the validity of these **TERMS AND CONDITIONS** as a whole will not be affected and the remainder

of these **TERMS AND CONDITIONS** will be maintained and its effects will be operative, insofar as the primary purpose of these **TERMS AND CONDITIONS** is not frustrated.

9.8 The **ORGANISER** recognizes its obligation to accept all existing contracts in force at the time of the execution of these **TERMS AND CONDITIONS**, relating to the **EVENT/FINALS** and concluded directly by the **FIVB** with other organisations, and undertakes to perform all obligations arising from such contracts if requested by the **FIVB**.

9.9 The **ORGANISER** recognizes that the **NF's** national team's participation in future editions of the **EVENT/FINALS** as well as its allocation to a specific Group/Pool will be decided by FIVB in the latter's sole discretion, taking into account – among other criteria – the **ORGANISER's** and **HTVB's** level of compliance with the present **TERMS AND CONDITIONS**, including the requirements which are characterized as "recommended". In the event that the **NF** does not endorse the **ORGANISER**, then this provision shall not apply.

9.10 These **TERMS AND CONDITIONS** may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or email transmission or by facsimile signature, such signature shall create a valid and legally binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature page were an original.

FIVB VOLLEYBALL WORLD LEAGUE FINALS 2017

Terms & Conditions for Organising the World League Finals

APPENDIX B - HOSTING REQUIREMENTS

1. GENERAL UNDERTAKINGS

1.1 FINALS

The **ORGANISER** shall exercise the obligation set forth in this Appendix B in accordance with the **EVENT** and **FINALS** calendar during the time period approved by the **FIVB** and in accordance and full compliance with the terms and conditions established by the **FIVB** in the **FIVB EVENT REGULATIONS**, the **FIVB HANDBOOK**, the **FIVB** World League Council decisions, any Marketing Guidelines provided in addition to these **TERMS AND CONDITIONS**.

1.2 The **ORGANISER** hereby recognises that the **FIVB** has established the **FINALS** to be held with the participation of the world's most outstanding national Men's Volleyball teams, to be selected exclusively by the **FIVB**. The **FINALS** are placed under the exclusive authority of the **FIVB** and, subject to this Appendix B, the rights are and remain the sole property of the **FIVB**.

1.3 The **ORGANISER** must establish an Organising Committee to be responsible for the administration of the organisation, preparation, staging, and winding up of the **FINALS** in accordance with the **FIVB EVENT REGULATIONS** and the **FIVB HANDBOOK**. The **ORGANISER** shall provide the **FIVB** with the Organising Committee's structure within thirty (30) days of the confirmation of the **FIVB**'s acceptance of the **ORGANISER**'s bid. The **ORGANISER** shall ensure that the Organising Committee is structured in accordance with the relevant provisions of the **FIVB EVENT REGULATIONS**. The establishment of an Organising Committee shall be a material obligation for the **ORGANISER** under this **AGREEMENT**.

1.4 The **ORGANISER** shall undertake the following rights and duties:

- To be delegated trustee of the **FINALS** in its **TERRITORY** as stated in Section I of the **FIVB EVENT REGULATIONS**;
- To be granted both the powers and duties as specified in Section II of the **FIVB EVENT REGULATIONS**; and
- To perform its duties in accordance with the instructions given by the **FIVB** Volleyball Events Director and, as provided for in the **FIVB HANDBOOK**, the **FIVB** World League Council decisions as well as the **FIVB EVENT REGULATIONS**.

1.5 The **ORGANISER** shall provide the **FIVB** with a guarantee demonstrating that it has sufficient financial capacity necessary to properly organise the **FINALS** in accordance with this **AGREEMENT**. The guarantee must come from a bank or other reputable financial institution, governmental authority or the **NF**.

2. COMPETITION FORMULA

- The **FINALS** shall be held from 28th June to 2nd of July 2017
 - The total of matches for the **FINALS** will be ten (10).

- The **FINALS** will consist of six (6) participating teams, as follows:
 - a. the **NF's** national team;
 - b. the remaining 5 best teams of the final ranking of Group 1;
 - c. If the **NF's** national team finishes in one of the qualifying position of Group 1, the first best ranked team of the non-qualified teams of Group 1 will be qualified for the **FINALS**;
- The first phase of the **FINALS** will consist of two Pools of three (3) teams (6 matches in total).
- The round robin matches will be played ideally within 3 days. The last ranked team of each Pool will be eliminated from the **FINALS**.
- A final phase will include two (2) semifinals and one (1) final for Bronze and one final (1) for Gold (4 matches in total).

3. GRANT OF RIGHTS

3.1 The parties acknowledge that the **FIVB** is the exclusive owner of the **FINALS** and, in its position as exclusive owner of all rights related to the **FINALS**, hereby declares that:

3.1.1 It grants the **ORGANISER** the exclusive right to host the **FINALS** in the **TERRITORY** according to the terms established by the **FIVB EVENT REGULATIONS**, **FIVB HANDBOOK**, and these **TERMS AND CONDITIONS** during the **TERM**.

3.1.2 It grants the **NF's** national team the right to participate in the **FINALS** according to the terms regarding sporting merit established by the **FIVB** in the **FIVB SPORTS REGULATIONS**, the **FIVB EVENT REGULATIONS**, the **FIVB HANDBOOK**, the **FIVB** World League Council decisions and this Appendix B.

3.1.3 It grants the **ORGANISER** the right to exploit the commercial and media rights associated with the organisation of the **FINALS** as described in Appendices C and D.

4. OBLIGATIONS OF THE FIVB

FIVB undertakes:

- 4.1 To pay the **FINALS'** Prize Money for teams. Prize Money is established by the World League Council on a yearly basis.
- 4.2 To provide the World League Trophy and Medals to be awarded each year to the three top-ranked teams of the **FINALS**.
- 4.3 To pay the international travel costs plus the per diem of the **FIVB** officials and referees participating in the **FINALS**.
- 4.4 To cover all costs linked to the design (NOT the cost for production and installment, this is obligation of the **ORGANISER**) of the full branding of the venue (inside and outside competition hall) and to the Full implementation of Live Experience.
- 4.5 provide the **VCS** through its supplier (currently: HAWK EYE) as well as pay the international and local transportation costs of the **VCS** equipment, the international and domestic airfare of the technicians operating the **VCS**, and a portion of the service fee paid to the **VCS** supplier.

5. ORGANISATIONAL MATTERS

The **ORGANISER** shall:

5.1 comply with the match timetable drawn up by the **FIVB**, taking into account the needs of the **INTERNATIONAL BROADCASTERS**, the presence of the local public and the recommendations laid down for the players by the **FIVB** Medical Commission.

5.2 submit to **FIVB** the World League official forms and local government guarantees before the deadline fixed by the **FIVB** World League Council. Government authorities must ascertain in a duly certified letter that the country has no impediment to guarantee visas for the participating teams, **FIVB** officials and referees, as well as custom facilities for equipment and all necessary security measures.

5.3 complete the questionnaire on the **HOST CITY** in the online database, detailing the city's infrastructure, communication possibilities, sports halls and hotels, signed by the city's government or sports authority and the **ORGANISER**. The **HOST CITY** must offer at least one (1) competition hall approved by **HTVB** with a minimum seating capacity of 10,000 spectators. The competition hall shall be specifically configured for the **FINALS**, in order for the spectators to be seated as close as possible to the field of play.

5.4 not propose venues for the **FINALS** without previous written confirmation by the **HTVB** that proper delivery of the TV signal for the **BROADCAST** of the **MATCHES** is possible from such venue.

5.5 provide and cover all competition hall arrangements, full technological support and charges linked to it, in particular (without limitation):

- a. hiring and preparation of the competition halls, including two warming-up areas and the installation of temporary spectator stands, wherever required;
- b. all working areas and maintenance staff needed. The **ORGANISER** shall provide proper working facilities at the competition hall to support the **FIVB**'s working activities;
- c. VIP hospitality room, decoration and catering. The **ORGANISER** shall guarantee corporate and commercial hospitality for VIPs of highest level in accordance with the standards established by the **FIVB**.
- d. Upon **FIVB**'s request, the **ORGANISER** shall provide one of the best location/space available for a potential **FIVB** hospitality, free of charge, and **FIVB** shall cover all operational costs to decorate and host the **FIVB** hospitality. **FIVB** shall confirm the use of the space at least four (4) months before the start of the **FINALS**. For the sake of clarity, **ORGANISER** will be free to use the available location(s) after the abovementioned deadline;
- e. Equipment and furniture for the press working and telecommunications areas, cafeterias and lounge, as well as decoration and sound equipment for the interview rooms;
- f. The branding of the main hall, including production, installation, maintenance, dismantling and recycling of the material in accordance with the **BRANDING KIT, LOOKBOOK** and rules set by **FIVB** for the **FINALS**. The measurements and plans of the main hall which shall be submitted to the **FIVB** at least three (3) months before the start of the **FINALS**. For the sake of clarity, **FIVB** will be responsible of the entire design and artwork of the **FINALS**' look whereas **ORGANISER** will be taking care of the production and instalment;
- g. 2 LED giant screens in the competition hall and at the designated entertainment areas;
- h. The **VCS** selected by the **FIVB** (currently: HAWK EYE), which **FIVB** shall provide through its supplier. The number of technicians shall be three (3). **ORGANISER** shall cover all the related costs in the **TERRITORY** (i.e. installation, accommodation and travel costs for the technicians running the **VCS**, etc.) as well as a portion of the service fee designated by the **FIVB**. In the event that **FIVB** finds a sponsor for the **VCS**, then

ORGANISER shall only have to cover local accommodation and travel costs for the technicians.

- i. The LED nets (as approved and provided by FIVB through its supplier) for the competition hall in the TERRITORY unless otherwise decided by FIVB, in which case homologated nets provided by FIVB's official supplier shall be used. The number of technicians shall be two (2). **ORGANISER** shall cover all related costs in the TERRITORY (i.e. freight, installation, accommodation and travel costs for the technicians working the LED nets, maintenance of the nets, etc.);
- j. Any computer, tablets, score boxes, referee communication material and any future material as FIVB deems necessary for the smooth running of the matches and the EVENT in general;
- k. The entertainment activities;
- l. Sound and light system (approved by **FIVB** and as necessary for the HD TV production);
- m. High-speed WiFi access at the competition hall;
- n. Security at the competition hall and non-competition venues;
- o. DJ and MC (announcer);
- p. A backup electronic power generator in case of power failure;

5.6 provide a ticket sales programme that shall be submitted five (5) months prior to the **FINALS** for **FIVB** approval.

5.7 pay for the cost of printing all entrance tickets, local promotional material and official programs (in accordance with Annex E of the **FIVB EVENT REGULATIONS**) for the **FINALS**. The **ORGANISER** must exclusively use the design layouts (for promotional material and tickets) provided for by the **FIVB**.

5.8 guarantee a minimum audience of 75% of the competition hall seating capacity. This is a material term of this agreement and a failure to comply will constitute a breach of **ORGANISER's** obligations.

5.9 **ORGANISER** shall develop **HOST CITY** branding in accordance with the **LOOKBOOK**, including promotional activities such as but not limited to:

- dressing at the most frequented locations of the **HOST CITY**;
- public transportation dressing;
- fan zones;
- public viewing;
- activation of the FIVB #VolleyballYourWay campaign;
- etc.

For the sake of clarity, the **ORGANISER** shall obtain all necessary authorizations from the **HOST CITY** competent authorities.

5.10 submit to the **FIVB** a Sports Presentation and Entertainment Plan no later than 5 (five) months before the start of the **FINALS** to **FIVB** for approval in accordance with the **FINALS'** running order and official protocols. The **ORGANISER** shall cover all the costs and expenses related to the professional public announcers, DJs, performers/entertainers and musicians. The entertainment plan shall cater to the community and the fans at the stadium and has to be in line with the **FIVB** requirements and Guidelines.

5.11 use LED advertising boards to be placed around the playing area (according to the Appendix C – Schedule 1 & 3) and pay for the international transportation and any tax or charge for the setup of the **FIVB** - and **FIVB COMMERCIAL AFFILIATE** - LED system in the **SITE**.

5.12 provide a round-the-clock medical assistance for the teams, **FIVB** referees, **FIVB** Officials and **FIVB** Staff (first aid, illness, any accidents, injuries, etc.).

5.13 hire a professional photographer who must provide local newspapers with a minimum of six (6) photos per day and newspaper (including team and action photos), in addition to providing twenty-four (24) photos (not including the team photo) per match to the **FIVB** website (in coordination with the **FIVB** Press Department).

5.14 provide a media plan that shall be submitted five (5) months prior to the **FINALS** for **FIVB** approval.

5.15 provide top quality working facilities with free high-Speed Internet connections (at least 2), telephone and fax installation for Media and **FIVB** Supervisor use, and transmission costs of press releases and VIS information, including direct link with the **FIVB** and other organisers of the **FINALS**. A specific media tribune has to be set up and fully equipped outside of camera view and the mixed zone has to be protected and located outside of the field of play in order to avoid any noise disturbances.

5.16 develop and pay the expenses for a professional local Promotion and Public Relations Plan for the **FINALS** in accordance with Article 74.4 of the **FIVB EVENT REGULATIONS**, which shall be submitted five (5) months prior to the **FINALS** for **FIVB** approval. In particular:

- a. To organise and hold as often as possible press conferences in order to attract the attention of the local mass media in charge of Volleyball, produce press releases, use social media in order to promote the **FINALS** (Twitter, Facebook, etc.) and use press releases prepared by the **FIVB** for distribution;
- b. To organise one “Meet The Players” Press Conference at the official hotel during the **FINALS** days, produce and distribute press kits and press releases. **FIVB** will use its best efforts to ensure the attendance of the players to such a press conference.
- c. **ORGANISER** shall submit to the **FIVB** Marketing Communication Plan no later than six (6) month before the start of the **FINALS**.

5.17 pay for airport tax for all participants and guests.

5.18 pay all penalties incurred for undue delay in providing documents, information or data necessary to the successful organisation of the **FINALS**.

5.19 provide a mobile phone for the **FIVB** Control Committee President and the Supervisor, including a prepaid card allowing a minimum of twelve (12) hours of national talk-time.

5.20 provide all necessary services at the **FINALS** such as (without limitation):

- a. payroll cost to recruit team interpreters who speak the teams' languages plus one English interpreter specifically for the press interviews at the **SITE**; and
- b. bear the necessary expenses to secure manpower for the organisation (all staff and volunteers).

5.21 pay any communication costs, including internet, telephone and fax charges, at the **SITE** for the following parties preparing reports, articles, programs, and so forth, for the **FINALS**:

- a. the local mass media;
- b. international agencies; and
- c. **FIVB** delegates.

5.22 cover any kind of levies, taxes or charges on the **FINALS** as a whole or on any of its parts considered liable by the authorities or bodies of its country, for example but not limited to: VAT, sales tax, money transfer for payments, any other withholding taxes, etc.

5.23 provide the **FIVB**- and **ORGANISER**-contractual partners, including the manufacturers of the advertising boards, television staff, sponsors and television rights purchasers with a reasonable quantity of access accreditations for each **MATCH**. Each accreditation shall allow easy and appropriate access to special service zones as well as to particular departments such as press or television centres.

5.24 provide five-star hotel accommodation, including four (4) single rooms, eight (8) double rooms, three (3) buffet style meals and one (1) snack for each team delegation of twenty (20) members.

5.25 provide four-star hotel accommodation for **FIVB** officials, referees and guests.

5.26 provide two (2) top quality function rooms for the personnel of **ORGANISER** and the **FIVB** Control Committee Members at the hotel of the **FIVB** officials in the **HOST CITY**, and cover the costs for renting, installing and using:

- a. One (1) lap top or desktop computers equipped with High Speed Internet connection (WiFi);
- b. Printer and photocopier;
- c. Two (2) telephones (two separate communication lines); and
- d. Other basic office equipment and furniture.

5.27 provide local transportation for all participants and guests.

5.28 pay the participating teams' laundry expenses, namely two sets of game shirts, shorts and socks, per day for the period of the **MATCHES**.

5.29 ensure that each team has access to a workout room, which shall include weightlifting and fitness equipment of a quality that is sufficient for a world class athlete.

5.30 bear the necessary insurance costs in order to cover civil liability as well as the risk of loss resulting from causes outside the **FIVB**'s or **ORGANISER**'s control and/or in circumstances not imputable to either. **ORGANISER** must present at least sixty (60) days in advance of the starting day of **FINALS** the signed insurance policy contract, naming the FIVB as an additional insured party under the policy, for the **FINALS**. In case of non-compliance with this provision, the **ORGANISER** will compensate the **FIVB** for any and all liability and/or damages incurred resulting from the above-mentioned causes.

5.31 pay the per diems to control committee members and international referees according to the FIVB financial regulations.

FIVB VOLLEYBALL WORLD LEAGUE FINALS 2017

Terms & Conditions for Organising the World League Finals

APPENDIX C – COMMERCIAL TERMS

1. BASIC PRINCIPLES

1.1 **FIVB** is the sole owner of the **EVENT/FINALS** and of all rights of advertising/publicity and any other commercial rights in relation to the **EVENT/FINALS**.

1.2 **FIVB** is also the sole owner of the **MARKS** and in general all **FIVB**'s names, logos, brands, music, mascots, medals, plaques and trophies.

1.3 All rights to the fixture list, as well as any data and statistics collected by **FIVB** (including databases in which such data is stored) in relation to the games of, and players' participation in, the **EVENT/FINALS** are the sole and exclusive property of **FIVB**. No tickets or accreditation may be used by anyone in order to gain access to a venue of the **EVENT/FINALS** for the purposes of collecting or gathering such data, and such activities are expressly prohibited. The **ORGANISER** undertakes the responsibility to implement and enforce **FIVB**'s rights through the appropriate means, including in the tickets' terms of use. The foregoing prohibition does not apply to the participating National Federations, subject to any and all such data collected being used solely for the purposes of instructing their team, players and officials and expressly excluding any other exploitation or use whatsoever.

1.4 The **FIVB** is solely authorized to grant commercial, promotional and licensing rights to the **EVENT/FINALS** such as, but not limited to the following:

- 1.4.1 Association rights through official titles such as "Partner", "Sponsor", "Supplier", "Supporter", "Product", etc., linked to the **EVENT/FINALS**. For the sake of clarity, the **ORGANISER** is not allowed to engage an **EVENT/FINALS TITLE** sponsor.
- 1.4.2 Promotional rights for (stands for) sale, demonstrations or exhibitions inside or outside of the **SITE** (including the press centres).
- 1.4.3 Right to sell any **MERCHANDISING** or other products in the **SITE**.
- 1.4.4 Licences for the use of the **MARKS** (including emblem, logo, designation, name, title) of the **EVENT/FINALS**, including the right to use the **MARKS** on **MERCHANDISING**. In case **FIVB** will not exploit any of the rights as per 1.4.3 and 1.4.4 herein, **ORGANISER** can produce and sell **EVENT's/FINALS'** merchandise according to the **FIVB BRANDING KIT** and product range approved by **FIVB**. A separate agreement shall be signed in that respect. The parties will negotiate possible royalties in favour of the **ORGANISER** in relation to the sale of **MERCHANDISING** products in the **TERRITORY**.
- 1.4.5 Advertising rights by placing or using static, dynamic or sound advertising/publicity in or around the **SITE**.
- 1.4.6 All **MEDIA RIGHTS** arising from or in connection with the **EVENT/FINALS**.
- 1.4.7 **FIVB** shall reserve the right to approve all National Sponsors according to International practices, such approval not to be unreasonable withheld.

2. ORGANISER RIGHTS

2.1 The **FIVB**, in its position as exclusive owner of all rights related to the **EVENT/FINALS**, hereby declares that:

- 2.1.1 It reserves for itself the right to coordinate all exploitation of TV, marketing, licensing,

commercial and promotional rights for the **NATIONAL SPONSOR(S)/SUPPLIER(S)** and, in general, any right that could be the object of a license concerning the **FINALS**, excepting those rights expressly granted to **ORGANISER** and **HTVB** by these **TERMS AND CONDITIONS** and/or in the **HTVB AGREEMENT**.

2.1.2 It grants the **ORGANISER** the right to commercially exploit advertising spaces as specified in the attached Court Layout (see Schedule 1) as well as to receive 100% of the fee paid by **NATIONAL SPONSORS/SUPPLIERS** for such advertising. For the sake of clarity, it is confirmed that the percentage of advertising time on the courtside LED boards and giant screens will be split 50% **FIVB COMMERCIAL AFFILIATES** and 50% **NATIONAL SPONSOR(S)/SUPPLIER(S)**; as per the attached Rights Exploitation Plan (see Schedule 2) and LED Guidelines (see Schedule 3).

2.1.3 **ORGANISER** has a right to run two (2) non-commercial, promotional or charity messages on the LED boards and giant screens in addition to the overall advertising time. Two (2) messages will be also run by the FIVB (e.g. #VolleyballYourWay and #Join a conversation).

2.2 The **HOST CITY** designation is the official title which describes the status of the city in relation to the **FINALS** as follows:

- (a) "FIVB VOLLEYBALL WORLD LEAGUE FINALS Host City [YEAR]"
- (b) "Host City [*Name of HOST CITY*]"

The **ORGANISER** and the **HOST CITY** may use the official **FINALS TITLE**, the **FINALS** logos and the **HOST CITY** designation only:

- (a) for editorial purposes in non-commercial articles about the **FINALS** (no approval needed by **FIVB**)
- (b) as part of the Marketing, Branding and Promotional material (approval required by **FIVB**) and always in accordance with the **BRANDING KIT** and **LOOKBOOK** ("**Lookbook**" is a collection of photographs and designs to show off a model of the actual venue look and marketing material layouts).

2.3 The following categories are reserved for the **FIVB** and are referred to as **RESERVED CATEGORIES**:

- Balls
- Floor
- Equipment (including without limitation Volleyball nets, antennae, posts, post pads, poles basis, floor apparatus, referee chairs)
- Betting and gambling
- Sports and other Apparel (including, without limitation, headwear)
- Automobile & car, motorcycles and power products
- Courier, freight forwarding & logistics
- Personal care
- Game-related technology (e.g. VIDEO CHALLENGE SYSTEM, statistics, LED panels, LED net, etc.)
- Language learning systems and solutions
- Data and timekeeping

2.4 The **FIVB** agrees that the **ORGANISER** may solicit entities for the grant of commercial rights for the **FINALS** in the **TERRITORY** as **NATIONAL SPONSORS/SUPPLIERS** in respect of product categories which are not **RESERVED CATEGORIES** provided that:

- (a) such exploitation is always in accordance with the terms of these **TERMS AND CONDITIONS**, the **FIVB EVENT REGULATIONS** and the **FIVB HANDBOOK**; and

(b) such **NATIONAL SPONSORS/SUPPLIERS** are not competitors – directly or indirectly, as determined by **FIVB** – of the **FIVB COMMERCIAL AFFILIATES** or of any **NF COMMERCIAL AFFILIATES**.

(c) **FIVB** shall reserve the right to approve all **NATIONAL SPONSORS/SUPPLIERS** according to International practices, such approval not to be unreasonable withheld

2.5 In any event, and for the sake of clarity, no publicity

- for strong Alcohol (spirits), Pornography and Tobacco; and/or
- which could be – in **FIVB**'s opinion – prejudicial to any ethnic, religious or political group is permitted.

2.6 A **NATIONAL SPONSOR/SUPPLIER** cannot be guaranteed worldwide product category exclusivity and the same product category may be sold by one or more National Federations for use limited to their respective country. The **ORGANISER** and the **FIVB** shall keep each other informed of every sponsor contacted and on the progress of negotiations in order to avoid conflicting interests. In the event of a conflict of interest, the **FIVB** shall decide on a "first come, first served" basis.

2.7 Should the **FIVB** have the opportunity to enter into an agreement with an **FIVB COMMERCIAL AFFILIATE** outside its **RESERVED CATEGORIES**, the **FIVB**, if interested in such an opportunity, may request the **ORGANISER** to disclose its existing contract(s) or documentation proving negotiations in order to implement a buy-out policy to be agreed by the parties.

2.8 Subject to **FIVB**'s prior written approval, which may not be unreasonably withheld, the exclusive right to grant to any third party licensing and/or merchandising rights to the **COMPOSITE LOGO** within the **TERRITORY**. Any exploitation of licensing and/or merchandising rights through digital platforms, such as internet, mobile, etc., shall be managed by **FIVB** through its online platform with the proceedings from the exploitation of such rights within the **TERRITORY** going to **ORGANISER** subject to the payment of a 20 percent sales commission net of costs to **FIVB**. For the avoidance of doubt, all licensing and merchandising rights outside of the **TERRITORY** shall remain with **FIVB**.

2.9 The **ORGANISER** will exercise its rights and perform its obligations under the **FIVB EVENT REGULATIONS** and under these **TERMS AND CONDITIONS**, in relation to the commercial aspects of the **EVENT/FINALS**.

3. ORGANISER OBLIGATIONS

3.1 The **ORGANISER** shall provide all necessary services for the implementation of commercial rights at the **FINALS** including, without limitation:

3.1.1 Personnel for maintaining dressing panels and banners in place inside the stadium;

3.1.2 The courtside electronic (LED) system in conformity with the Court Layout (see Schedule 1) and the FIVB LED Guidelines (see Schedule 3). The production of LED panels graphics for **NATIONAL SPONSORS/SUPPLIERS** is the direct responsibility of the **ORGANISER**. The production of LED panels graphics shall be in accordance with the **LED Board Guidelines** and shall be sent to the **FIVB** for approval.

3.1.2.1 On-court LED advertising position of the **FIVB COMMERCIAL AFFILIATES** (see Clause 2.1.2 above) has to be maintained in every **SITE** with exclusivity for said sponsors' product categories. Production of these LED boards and giant screens graphics will be done by the **FIVB**.

3.2 The competition hall proposed for use during the **MATCHES** must be "clean" of publicity (see

Article 71 of the **FIVB EVENT REGULATIONS**) and comply with **BRANDING KIT** and the **FIVB EVENT REGULATIONS**.

3.3 The **ORGANISER** shall use at all times the products of the **FIVB COMMERCIAL AFFILIATES**, as indicated by the **FIVB**, excluding all rival products.

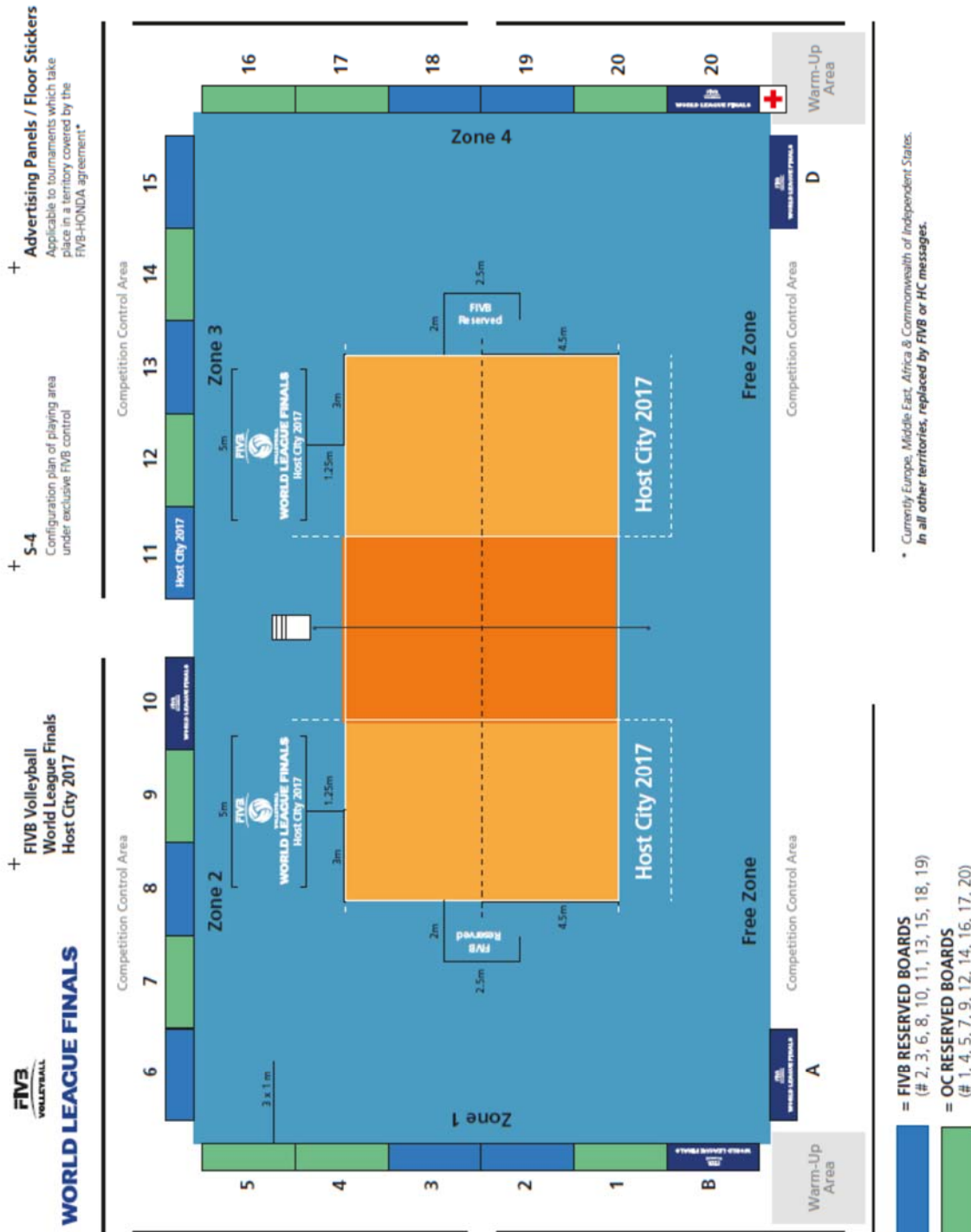
3.5 The **ORGANISER** shall guarantee that all the products related to the **FINALS** and supplied by the **FIVB COMMERCIAL AFFILIATES** for **ORGANISER's** use (e.g. volleyballs) will be imported tax free and duty free by the host country or to make the corresponding payments.

3.6 The **ORGANISER** shall provide the **FIVB**, the **FIVB COMMERCIAL AFFILIATES** and **FIVB's MARKETING AGENCY (MA)**, if any (up to a total of ten (10) contractual partners), the number of free of charge tickets as mentioned in the Rights Exploitation Plan.

3.7 The **ORGANISER** shall inform the **FIVB** of its intent to create a mascot (if relevant) for the **FINALS**, and its intended use in accordance with Article 73 of the **FIVB EVENT REGULATIONS**, by no later than two (2) months before the **FINALS**. The **ORGANISER** herewith irrevocably assigns to **FIVB** any and all rights (including all intellectual property rights, copyright etc.) on the mascot. The **ORGANISER** shall not be permitted to use an existing mascot unless otherwise agreed by the **FIVB**.

3.8 The **ORGANISER** shall comply with any and all requirements set out to the attached Schedule 1 – Court Layout, Schedule 2 – Rights Exploitation Plan and Schedule 3 – LED Guidelines which form an inseparable part of this Appendix C.

SCHEDULE 1 – COURT LAYOUT



SCHEDULE 2 – COMMERCIAL INVENTORY

FIVB Volleyball World League Finals (Group 1) Event Commercial Inventory and Marketing Rights		
Right	FIVB	ORGANISER
Association Rights		
Territory	<i>Worldwide</i>	<i>Worldwide</i>
Commercial Partner Designation	<i>FIVB Official Partner FIVB Official Supplier FIVB Official Sports Apparel FIVB Official Supporter</i>	<i>Official Sponsor of the [Event] Official Supplier [Event] Official Supporter of the [Event] Official Product of the [Event] Official License of [Event]</i>
Host City Designation	<i>Host City of the [Event]</i>	<i>Host City of the [Event]</i>
Event Marks	<i>Worldwide marks usage together with designation of the FIVB and or the Event Marks</i>	<i>Marks usage within the Territory together with designation of the Event Marks</i>
Event Mascot	<i>Yes, if applicable</i>	<i>Yes, if applicable</i>
Composite Logo	<i>FIVB and Event composite logo</i>	<i>Event composite logo only. Applicable to the main partners and host cities only</i>
Exposure Rights		
On Court Advertising LED Panels	<i>Subject to the FIVB On-Court Advertising LED Panels Guidelines</i>	<i>Subject to the FIVB On-Court Advertising LED Panels Guidelines</i>
Media backdrops (Press - Conference and Mixed Zone)	<i>50% of the space belongs to the FIVB and FIVB Partners. Space is distributed according to the partner's hierarchy and status.</i>	<i>50% of the space belongs to the ORGANISER Partners. Space is distributed according to the partner's hierarchy and status. As per FIVB Event brand guidelines</i>
In Venue Giant Screen	<i>Each FIVB Partner has a right to run 30 sec commercial spot, subject to FIVB guidelines. 50% of the time belongs to the FIVB and FIVB Partners.</i>	<i>Each local Sponsor has a right to run 30 sec commercial spot, subject to FIVB guidelines. 50% of the time belongs to the ORGANISER and Event Sponsors.</i>

Sponsor Recognition Strip	<i>Composite Event Sponsors Signage- All FIVB Partners and Event Local Partners are displayed in the order according to their hierarchy and status. E.g. : FIVB Official Partner - Event Official Sponsor - FIVB Official Supplier - Event Official Supplier- FIVB Official Supporter - Event Official Supporter etc.</i>	<i>Composite Event Sponsors Signage- All FIVB Partners and Event Local Partners are displayed in the order according to their hierarchy and status. E.g. : FIVB Official Partner - Event Official Sponsor - FIVB Official Supplier - Event Official Supplier- FIVB Official Supporter - Event Official Supporter etc.</i>
Printed Material	<i>All Event branding in the form of a sponsor recognition strip such as (but not limited to): visual, official poster and banner, VIP accreditations, tickets, promotional flyers, tournament folder and media pack, VIP Invitations, event letterhead, event newsletter, parking passes, street banners, local print advertisements for event promotion, players entry arch, stadium entrance etc. (Subject to the FIVB guidelines).</i>	<i>All Event branding in the form of a sponsor recognition strip such as (but not limited to): visual, official poster and banner, VIP accreditations, tickets, promotional flyers, tournament folder and media pack, VIP Invitations, event letterhead, event newsletter, parking passes, street banners, local print advertisements for event promotion, players entry arch, stadium entrance etc. (Subject to the FIVB guidelines).</i>
Floor Sticker	<i>2 Floor Stickers for FIVB Partners As per FIVB official court layout</i>	<i>1 Floor stickers for Event local Sponsors 2 Floor stickers for the respective Host City. As per FIVB official court layout</i>
Awarding Ceremony Participation	<i>Right for Partner's Senior Executive to be part of the award ceremony</i>	<i>Right for Sponsor's or Host City Senior Executive to be part of the award ceremony</i>
Referee's Uniform	<i>Yes, belongs to the FIVB Official Supporter (Sport Apparel Category)</i>	<i>No</i>
Event Officials Uniform (FIVB Officials, Line Judges etc.)	<i>Yes, belongs to the FIVB Official Supporter (Sport Apparel Category)</i>	<i>Yes, a logo of the third party (no Sport Apparel Brand) on the official staff/court personnel uniform: ball retrievers, mopper. Except line judges, referees and FIVB Officials.</i>
Website Presence	<i>FIVB and Event website in a form of sponsor recognition strip with a link to the Sponsor's website</i>	<i>Event website in a form of sponsor recognition strip with a link to the Sponsor's website</i>
Promotional Rights		

<p>FIVB Official Publication</p>	<p><i>FIVB and Event publications recognition page 1 full page colour advertisement in FIVB official publications and event related publications (programme, report etc.)</i></p>	<p><i>Event publications recognition page 1 full page colour advertisement in FIVB official publications and event related publications (programme, report etc.)</i></p>
<p>Use of Premiums</p>	<p><i>Yes, subject to FIVB Guidelines. Each sponsor can distribute inside the venue no more than 10% from the capacity of the gym per ticket session. E.g. Capacity 5000 spectators, a sponsor can distribute 500 items.</i></p>	<p><i>Yes, subject to FIVB Guidelines. Each sponsor can distribute inside the venue no more than 10% from the capacity of the gym per ticket session. E.g. Capacity 5000 spectators, a sponsor can distribute 500 items.</i></p>
<p>Merchandising and Licensing</p>	<p><i>Yes, right to grant to a Sport Apparel Company (ASICS) first priority in licensing and merchandising rights in the sport apparel category. In case of no interest from ASICS, the rights will be given to the ORGANISER. Right to sell unbranded merchandising outside the Territory and retain all the revenues from the sales Right to sell unbranded merchandising through the FIVB digital platform and retain 20% of the net income</i></p>	<p><i>Yes, right to grant to any third party (except Sport Apparel Company) any licensing and/or merchandising rights in the permitted categories, including unbranded sport apparel Right to sell unbranded inventory within the Territory and retain all the revenues from the sales Right to obtain 80% of the net income from the sale of unbranded merchandising through the FIVB digital platform</i></p>
<p>Commercial Display and Promotional Booth</p>	<p><i>Yes - for demonstration and display of products or sponsorship activation Right to set up displays on site and sell products (subject to available space, local laws & FIVB approval) Partner to cover cost for booth, installation, services and dismantling. Organiser to provide space free of charge. Subject to FIVB Commercial Display guidelines</i></p>	<p><i>Yes - for demonstration and display of products or sponsorship activation Right to set up displays on site and sell products (subject to available space, local laws & FIVB approval) Partner to cover cost for booth, installation, services and dismantling. Organiser to provide space free of charge. Subject to FIVB Commercial Display guidelines</i></p>
<p>Other Rights</p>		
<p>Hospitality</p>	<p><i>Organiser to provide space free of charge in the prime location for the FIVB Hospitality. The FIVB to cover all other costs</i></p>	<p><i>Right to run and to sell commercial hospitality.</i></p>

Entry Tickets	<i>FIVB is entitled to receive free of charge all the tickets that are allocated to the FIVB Partners as per Commercial Rights Exploitation Plan as well as the tickets for the FIVB and the FIVB staff.</i>	<i>Right to sell entry tickets and to keep all the revenues from the sales.</i>
Fan Zone / Public Viewing	<i>FIVB Partners have a right to participate or activate their sponsorship</i>	<i>Right to run a Fan Zone or a Public Viewing area outside the venue and to sell sponsorship to the Local Sponsors and Host City</i>
Host City Programme	<i>FIVB to guarantee exposure to the Host City as per Event brand guidelines</i>	<i>Right to sell association and marketing rights to the Host City as per Host City Programme (Article 2.2 of Appendix C of this Agreement) and to keep all the revenue. E.g. HC composite logo, HC official designation. Exposure of the HC inside the venue at the central LED boards and floor stickers is mandatory (as per official court layout)</i>

SCHEDULE 3 –RIGHTS EXPLOITATION PLAN

Right	FIVB Partner	FMI Supplier	FMI Supporter	National Partner (LOC)	National Sponsor (LOC)	National Supporter (LOC)
Quantity	max 4	max 4	unlimited	max 4	max 4	unlimited
Territory	Worldwide	Worldwide	Worldwide	Worldwide	Worldwide	Worldwide
Designation	Official Partner of the Event / FMI Official Sponsor of the Event / FMI Official Product / Service of the Event / FMI Other designations as agreed	Official Supplier of the Event / FMI Official Product / Service of the Event / FMI Other designations as agreed Milestone (through 2020) FMI Official Game Kit Supplier Exclusive supplier of the Event Official Supplier of the Event/FMI Official Kit Supplier	Official Supporter of the Event / FMI Official Product / Service of the Event / FMI Other designations as agreed ADCC (through 2020) FMI Official Sports Apparel FMI Official Supporter Exclusive Supporter of the Event Official Sports Apparel of the FMI Event	Official National Partner (ONLY Preexisting sponsor) of the Tournament	Official National Sponsor of the Tournament	Official National Supporter of the Tournament
Event Marks	Worldwide Marks usage together with Designation of the FIVB Volleyball Event	Worldwide Marks usage together with Designation of the FIVB Volleyball Event	Worldwide Marks usage together with Designation of the FIVB Volleyball Event/Tournament Marks	Nationwide Marks usage together with Designation of Tournament Marks	Nationwide Marks usage together with Designation of Tournament Marks	Nationwide Marks usage together with Designation of Tournament Marks
Composite Logo	Company can have Composite Logo	Company can have Composite Logo	Company can have Composite Logo	Company can have a composite logo with Tournament Marks Subject to FMI guidelines	Company can have a composite logo with Tournament Marks Subject to FMI guidelines	Company can have a composite logo with Tournament Marks Subject to FMI guidelines
Use of Premises	Yes, subject to FMI Commercial Display/Premises guidelines	Yes, subject to FMI Commercial Display/Premises guidelines	Yes, subject to FMI Commercial Display/Premises guidelines	Yes, subject to FMI Commercial Display/Premises guidelines	Yes, subject to FMI Commercial Display/Premises guidelines	Yes, subject to FMI Commercial Display/Premises guidelines
FMI Official Publication	1 full page in Tournament related publications (programmes, report etc)	1 full page in Tournament related publications (programmes, report etc)	FMI Publications: Recognition page (anywhere in the publication) Milestone (through 2020)	1 full page in Tournament related publications (programmes, report etc), anywhere in the publication	1 full page in Tournament related publications (programmes, report etc), anywhere in the publication	FMI Publications: Recognition page (anywhere in the publication)
Media Backdrops	Stranding of Official Press Conference, mixed zone and Off-Court Flash Interview Exchange. Size and quantity of logos - as per FMI marketing principles and brand guidelines	Stranding of Official Press Conference, mixed zone and Off-Court Flash Interview Exchange. Size and quantity of logos - as per FMI marketing principles and brand guidelines	Stranding of Official Press Conference, mixed zone and Off-Court Flash Interview Exchange. Size and quantity of logos - as per FMI marketing principles and brand guidelines	Stranding of Official Press Conference, mixed zone and Off-Court Flash Interview Exchange. Size and quantity of logos - as per FMI marketing principles and brand guidelines	Stranding of Official Press Conference, mixed zone and Off-Court Flash Interview Exchange. Size and quantity of logos - as per FMI marketing principles and brand guidelines	Stranding of Official Press Conference, mixed zone and Off-Court Flash Interview Exchange. Size and quantity of logos - as per FMI marketing principles and brand guidelines
On-Court Advertising Boards	4 FMI Partners share 50% of visibility dedicated to FMI (20 to the 4 FMI Sponsors) as per official court layout whenever overall visibility is to be calculated according to this right. Refer to LED guidelines for technical requirements	4 FMI Suppliers share 50% of visibility dedicated to FMI (20 to the 4 FMI Sponsors) as per official court layout whenever overall visibility is to be calculated according to this right. Refer to LED guidelines for technical requirements	No	4 National Partners share 50% of visibility dedicated to the FMI (20 to the 4 National Sponsors) as per official court layout whenever overall visibility is to be calculated according to this right. Refer to LED guidelines for technical requirements	4 National Sponsors share 50% of visibility dedicated to the FMI (20 to the 4 National Sponsors) as per official court layout whenever overall visibility is to be calculated according to this right. Refer to LED guidelines for technical requirements	4 National Supporter share 50% of visibility dedicated to the FMI (20 to the 4 National Supporter) as per official court layout whenever overall visibility is to be calculated according to this right. Refer to LED guidelines for technical requirements
Client Screens	Yes - subject to FMI guidelines (1 appearance per match, max length of video 30s) FMI, Tournament and microphone subject to FMI guidelines	No	No	Yes - subject to FMI guidelines (1 appearance per match, max length of video 30s) FMI, Tournament and microphone subject to FMI guidelines	Yes - subject to FMI guidelines (1 appearance per match, max length of video 30s) FMI, Tournament and microphone subject to FMI guidelines	No
Digital Platforms	FMI, Tournament and microphone subject to FMI guidelines	FMI, Tournament and microphone subject to FMI guidelines	FMI website subject to FMI guidelines	FMI, Tournament and microphone subject to FMI guidelines	FMI, Tournament and microphone subject to FMI guidelines	Event website only subject to FMI guidelines
Floor Stranding	2 floor stickers reserved for FMI on the end line	2 floor stickers reserved for FMI on the end line	2 floor stickers reserved for FMI on the end line	1 Host City logo sticker on the left and 1 LOC National Partner logo sticker on the right of the referee chair as per official court layout 2 Host City logos on the line by the coaches area (opposite to referee chair)	1 Host City logo sticker on the left and 1 LOC National Partner logo sticker on the right of the referee chair as per official court layout 2 Host City logos on the line by the coaches area (opposite to referee chair)	1 Host City logo sticker on the left and 1 LOC National Partner logo sticker on the right of the referee chair as per official court layout 2 Host City logos on the line by the coaches area (opposite to referee chair)
Exhibition of Sponsor Product inside the Competition Hall	Exhibition of Partner Product in prime location is available if space permits	No	No	Exhibition of Partner Product in prime location is available if space permits	Exhibition of Partner Product in prime location is available if space permits	No
Stranding in 2nd Tier	No - FMI Event back only	No - FMI Event back only	No - FMI Event back only	No - FMI Event back only	No - FMI Event back only	No - FMI Event back only
Stranding in 3rd Tier	No - FMI Event back only	No - FMI Event back only	No - FMI Event back only	No - FMI Event back only	No - FMI Event back only	No - FMI Event back only
VP Tickets	4 VP Tickets per match section per day (in addition to the 10 VP Tickets for FMI)	10 VP Tickets per section per day Milestone (through 2020)	2 VP Tickets per match day ADCC (through 2020)	As per agreement with the local partners	As per agreement with the local partners	As per agreement with the local partners
First Class Tickets	10 First Class Tickets per section per day for FMI (through 2020) 10 First Class Tickets for the FMI (through 2020)	10 First Class Tickets per section per day for FMI (through 2020) 10 First Class Tickets for the FMI (through 2020)	5 First Class Tickets per match day ADCC (through 2020)	As per agreement with the local partners	As per agreement with the local partners	As per agreement with the local partners
Ticket/Purchase Option	Additional third category tickets of face value prior to commencement of sale	Additional third category tickets of face value prior to commencement of sale	Additional third category tickets of face value prior to commencement of sale	As per agreement with the local partners	As per agreement with the local partners	As per agreement with the local partners
VP Accreditation	Appropriate number of VP accreditations including access to FMI VIP Hospitality (if any)	Appropriate number of VP accreditations including access to FMI VIP Hospitality (if any)	2 or Senior Executive & accompanying guest	As per agreement with the local partners	As per agreement with the local partners	As per agreement with the local partners
Service Accreditation	Appropriate number of Service Accreditation	Appropriate number of Service Accreditation	Appropriate number of Service Accreditation	As per agreement with the local partners	As per agreement with the local partners	As per agreement with the local partners
Transportation Access	Appropriate access to Official Transportation for those accredited	Appropriate access to Official Transportation for those accredited	Appropriate access to Official Transportation for those accredited	As per agreement with the local partners	As per agreement with the local partners	As per agreement with the local partners
VP Parking Passes	Yes, consistent with VP Tickets (one car based on availability, e.g. 5 parking pass for 4 VP tickets)	Yes, consistent with VP Tickets (one car based on availability, e.g. 5 parking pass for 4 VP tickets)	As per agreement with the local partners	As per agreement with the local partners	As per agreement with the local partners	As per agreement with the local partners
Partner Hospitality	Spa for own Hospitality facilities and Services if requested and available (Services and Infrastructure of Partner's Club and may be operated by LOC) Milestone to be communicated by the LOC	Spa for own Hospitality facilities and Services if requested and available (Services and Infrastructure of Partner's Club and may be operated by LOC) Milestone to be communicated by the LOC	Spa for own Hospitality facilities and Services if requested and available (Services and Infrastructure of Partner's Club and may be operated by LOC) Milestone to be communicated by the LOC	As per agreement with the local partners	As per agreement with the local partners	As per agreement with the local partners
FMI Hospitality (if available)	Access for Partners to FMI Hospitality Event	Access for Suppliers to FMI Hospitality Event	Access for Suppliers to FMI Hospitality Event	Access for Partners to FMI Hospitality Event (subject to availability)	Access for Suppliers to FMI Hospitality Event (subject to availability)	Access for Suppliers to FMI Hospitality Event (subject to availability)
Hotel Rooms	Right to reserve a number of first class hotel rooms in the Official FMI hotel of FMI family, subject to availability	Right to reserve a number of first class hotel rooms in the Official FMI hotel of FMI family, subject to availability	Right to reserve a number of first class hotel rooms in the Official FMI hotel of FMI family, subject to availability	As per agreement with the local partners	As per agreement with the local partners	As per agreement with the local partners
Partner Logo Exposure	All FMI and Event branding worldwide in the form of a sponsor recognition strip such as (but not limited to): Visual, official poster and flyer, Promotional Flyer, Food touches, Tournament Folder and Media pack VIP Invitations, Event Letterhead, Event Newsletter, Parking Passes, Street Banners, Athlete Shower Backdrop, Local Print Advertisements for Event Promotion, Players Entry Arch, Stadium Entrance etc. (subject to the guidelines to be provided by the FMI in the branding kit)	All FMI and Event branding worldwide in the form of a sponsor recognition strip such as (but not limited to): Visual, official poster and flyer, Promotional Flyer, Food touches, Tournament Folder and Media pack VIP Invitations, Event Letterhead, Event Newsletter, Parking Passes, Street Banners, Athlete Shower Backdrop, Local Print Advertisements for Event Promotion, Players Entry Arch, Stadium Entrance etc. (subject to the guidelines to be provided by the FMI in the branding kit)	All FMI and Event branding worldwide in the form of a sponsor recognition strip such as (but not limited to): Visual, official poster and flyer, Promotional Flyer, Food touches, Tournament Folder and Media pack VIP Invitations, Event Letterhead, Event Newsletter, Local Print Advertisements for Event Promotion, etc. (subject to the guidelines to be provided by the FMI in the branding kit)	All Event branding in the form of a sponsor recognition strip such as (but not limited to): Visual, official poster and flyer, Promotional Flyer, Food touches, Tournament Folder and Media pack VIP Invitations, Event Letterhead, Event Newsletter, Parking Passes, Street Banners, Athlete Shower Backdrop, Local Print Advertisements for Event Promotion, Players Entry Arch, Stadium Entrance etc. (subject to the guidelines to be provided by the FMI in the branding kit)	All Event branding in the form of a sponsor recognition strip such as (but not limited to): Visual, official poster and flyer, Promotional Flyer, Food touches, Tournament Folder and Media pack VIP Invitations, Event Letterhead, Event Newsletter, Parking Passes, Street Banners, Athlete Shower Backdrop, Local Print Advertisements for Event Promotion, Players Entry Arch, Stadium Entrance etc. (subject to the guidelines to be provided by the FMI in the branding kit)	Event branding in Territory where space permits, but at a minimum visual, official poster and flyer, Promotional Flyer, Tournament Folder and Media pack, Event Letterhead, Event Newsletter, Street Banners, Local Print Advertisements for Event Promotion, etc. (subject to the guidelines to be provided by the FMI in the branding kit)
Net System (mesh, poles, upper and lower net bands, referee chair)	Approved for FMI	Approved for FMI	Approved for FMI	No	No	No
Referee's uniforms	Approved for FMI	Approved for FMI	Approved for FMI	No	No	No
Commercial Display and Promotional Booth / POS	Yes - for demonstration and display of products or sponsorship activation Right to set up displays on site and sell products (subject to available space, local laws & FMI approval) Partner to cover Cost for booth, installation, services and dismantling. Organizer to provide space free of charge. Subject to FMI Commercial Display guidelines. In case of multiple vendors, the organizer must provide space in each venue, free of charge.	Yes - for demonstration and display of products or sponsorship activation Right to set up displays on site and sell products (subject to available space, local laws & FMI approval) Partner to cover Cost for booth, installation, services and dismantling. Organizer to provide space free of charge. Subject to FMI Commercial Display guidelines. In case of multiple vendors, the organizer must provide space in each venue, free of charge.	Yes - for demonstration and display of products or sponsorship activation Right to set up displays on site and sell products (subject to available space, local laws & FMI approval) Partner to cover Cost for booth, installation, services and dismantling. Organizer to provide space free of charge. Subject to FMI Commercial Display guidelines. In case of multiple vendors, the organizer must provide space in each venue, free of charge.	Yes - for demonstration and display of products or sponsorship activation Right to set up displays on site and sell products (subject to available space, local laws & FMI approval) Partner to cover Cost for booth, installation, services and dismantling. Organizer to provide space free of charge. Subject to FMI Commercial Display guidelines. In case of multiple vendors, the organizer must provide space in each venue, free of charge.	Yes - for demonstration and display of products or sponsorship activation Right to set up displays on site and sell products (subject to available space, local laws & FMI approval) Partner to cover Cost for booth, installation, services and dismantling. Organizer to provide space free of charge. Subject to FMI Commercial Display guidelines. In case of multiple vendors, the organizer must provide space in each venue, free of charge.	Yes - for demonstration and display of products or sponsorship activation Right to set up displays on site and sell products (subject to available space, local laws & FMI approval) Partner to cover Cost for booth, installation, services and dismantling. Organizer to provide space free of charge. Subject to FMI Commercial Display guidelines. In case of multiple vendors, the organizer must provide space in each venue, free of charge.
Sole and Exclusive Branding Opportunity/Activity (eg. Ball retrieval, pager escorts, on-air branding system, cheerleaders, etc.)	Yes To be discussed on a case by case basis with Partner (branded with Partner logo on back) to be agreed between the parties	No	No	Yes To be discussed on a case by case basis with Partner (branded with Partner logo on back) to be agreed between the parties	No	No
Sole and Exclusive Naming Rights	Yes First Right for one Event Award such as: Best Player, etc. (except choice to FMI Partner)	No	No	Yes For one Event Award such as: Best Player, etc. (except choice to FMI Partner)	No	No
Right to appear on TV Graphics	Yes (also Right to actively "use" Trophy for promotional purposes subject to FMI guidelines)	Yes (also Right to actively "use" Trophy for promotional purposes subject to FMI guidelines)	Yes (also Right to actively "use" Trophy for promotional purposes subject to FMI guidelines)	Yes (also Right to actively "use" Trophy for promotional purposes subject to FMI guidelines)	Yes (also Right to actively "use" Trophy for promotional purposes subject to FMI guidelines)	Yes (also Right to actively "use" Trophy for promotional purposes subject to FMI guidelines)
Right to participate in Trophy Tour activities (if any)	Yes, promotion plan to be approved by FMI. Promoter may agree on promotional rate for ticket purchase	Yes, promotion plan to be approved by FMI. Promoter may agree on promotional rate for ticket purchase	Yes, promotion plan to be approved by FMI. Promoter may agree on promotional rate for ticket purchase	Yes, promotion plan to be approved by FMI. Promoter may agree on promotional rate for ticket purchase	Yes, promotion plan to be approved by FMI. Promoter may agree on promotional rate for ticket purchase	Yes, promotion plan to be approved by FMI. Promoter may agree on promotional rate for ticket purchase
Use of Photo Archive	Yes, material in digital format and archive stills from Volleyball events for internet, promotional and advertising usage worldwide	Yes, material in digital format and archive stills from Volleyball events for internet, promotional and advertising usage worldwide	Yes, material in digital format and archive stills from Volleyball events for internet, promotional and advertising usage worldwide	Yes, material in digital format and archive stills from Volleyball events for internet, promotional and advertising usage in Territory	Yes, material in digital format and archive stills from Volleyball events for internet, promotional and advertising usage in Territory	Yes, material in digital format and archive stills from Volleyball events for internet, promotional and advertising usage in Territory
Use of Video Archive	Yes in marketing purposes, subject to FMI approval	Yes in marketing purposes, subject to FMI approval	Yes in marketing purposes, subject to FMI approval	Yes in marketing purposes, subject to FMI approval	Yes in marketing purposes, subject to FMI approval	Yes in marketing purposes, subject to FMI approval
Access to FMI Professional Programs	Yes As per FMI Guidelines	Yes As per FMI Guidelines	Yes As per FMI Guidelines	Yes As per FMI Guidelines	Yes As per FMI Guidelines	Yes As per FMI Guidelines
Media Co-sponsorship Participation	Yes, Participation of Partner Senior Executive and Partner Branding of Co-sponsor	No (except Milestone (through 2020))	No (except ADCC (through 2020))	Yes, Participation of Partner Senior Executive and Partner Branding of Co-sponsor	No	Yes, Participation of Partner Senior Executive and Partner Branding of Co-sponsor
Licensing and Merchandising Rights	Yes without royalty payment Use of FMI (and Volleyball World) Championship logos, marks and designation on and in connection with design, development, manufacture and supply of pre-approved products which will be limited to the Product Category of the Partner	No (except Milestone (through 2020))	No	Yes without royalty payment Use of FMI (and Volleyball World) Championship logos, marks and designation on and in connection with design, development, manufacture and supply of pre-approved products which will be limited to the Product Category of the Partner	No	Yes without royalty payment Use of FMI (and Volleyball World) Championship logos, marks and designation on and in connection with design, development, manufacture and supply of pre-approved products which will be limited to the Product Category of the Partner
Mascot usage	FMI reserved	FMI reserved	FMI reserved	No	No	No
Rights Expiration Date	As per agreement with FMI	As per agreement with FMI	As per agreement with FMI	As per agreement with IFVOC but no later than December 31 of the year when the event event takes place	As per agreement with IFVOC but no later than December 31 of the year when the event event takes place	As per agreement with IFVOC but no later than December 31 of the year when the event event takes place

SCHEDULE 4 – LED REQUIREMENTS

In addition to the marketing rights described in this Appendix C and in particular the Rights Exploitation Plan (Schedule 2) **FIVB** will provide detailed **LED Guidelines** to secure maximum and professional exposure of **FIVBs** and **OCs** Partners and Sponsors.

For the purpose of simplification it shall only be referred to some basic principles of the LED exploitation:

GENERAL PRINCIPLE

The identification of Commercial Affiliates and/or FIVB on LED Systems is split into shared rotations and solus rotations, which change during a match in accordance with a pre-set order determined by FIVB. The term “rotation” means a period of time during which identifications are displayed on the LED System before being replaced in their entirety by new identifications, which are in turn themselves replaced by new identifications, and so on.

The 50%/50% (total of 6 Minutes) between the Organiser’s Commercial Affiliates and the FIVB’s will be calculated during match play time. The following periods of time are reserved for FIVB use and will not feature any commercial branding:

- Pre-match protocol
- During Technical and Team time-outs

In addition:

- During a challenge: A call for challenge should be displayed on the boards (e.g.: block touch, ball in or out, foot fault etc.)
- Team Timeouts: Shared rotation with all the sponsors to maximise sponsorship exposure
- First Technical timeout: Shared rotation with all the sponsors to maximise sponsorship exposure
- Second Technical Timeout: FIVB Activations (e.g.: first set: Tweet for your Team, Second Set: Join the Conversation & Social Spotlight)
- Between the Sets: it is recommended to use either messages for entertainment or for shared rotation
- End of Set: at the end of each set, the Commercial Affiliate shared rotation will be applied when the first team reaches 21 points. At the end of the fifth set, the shared rotation will be applied when the first team reaches 10 points.
- After the Final Whistle: messages for entertainment or shared rotation could be used.

SHARED ROTATIONS

Definition

- A shared rotation is a period of time during which, in principle, all of the Sponsors are identified on the LED System at the same time.
- Running Orders and Guidelines are applied at the start of T-18 Minutes before the first whistle of the match.
- Total rotation will be a total of 6 Minutes (360 Seconds)
- To be implemented during Challenges and Team Timeouts.

Layout

- During periods of shared rotations, the layout and position of Commercial Affiliate identifications on the LED System will reflect the board layout/positions used on fixed perimeter advertising boards as per the official court layout.

Animations/Movement

- Commercial Affiliate branding must be static during shared rotations. No moving images are permitted and nor are special effects or animations such as flashes, waves, celebration claps, spinning, zooming in or out, fading in and out etc.
- Once a shared rotation appears on the LED System it will remain unchanged and static for the full length of the rotation.

SOLUS ROTATION

Definition

A solus rotation is a period of time during which a single Commercial Affiliate is identified on the LED System.

Layout/Running order

During solus rotations, the layout and position of Commercial Affiliate covers the entire surface of the boards except for the fixed panels such as #10 and # 11 as per static board configuration. Panel #10 should display Event name and panel # 11 Host City name.

Identifications

Subject to applicable local laws and regulations, during solus rotations each Commercial Affiliate is free to promote:

- o Products/brands in relation to which the Commercial Affiliate is permitted to exercise their rights pursuant to their Rights Agreement. Commercial Affiliates’ Rights Agreements may further regulate the manner in which certain brands may appear; and/or
- o products and/or services (including pictures/illustrations);
- o support for both teams playing in one specific game (support must be fair and equitable)
- o slogans/messages/commercial Affiliate campaigns/commercial Affiliate product call to action (for example ‘new Honda arrives in December’); and/or
- o websites, social media pages/platforms
 - Provided these fall within the Commercial Affiliate’s product category set out in the Commercial Affiliate’s Rights Agreement (“Product Category”) and related to the Commercial Affiliate’s Brand(s).
 - A Commercial Affiliate’s identifications during solus rotations can vary by match. No more than three different Commercial Affiliate identifications may appear at the same time (i.e. as a combination) during a single solus rotation.

Example Running Order

LED Boards Running Orders during Broadcasting time and TV Live feed (*in the territories not covered by the FIVB-Honda agreement as specified in the Court Layout):

Allocated Time	Company
0:00:15	FIVB WGP
0:00:15	Mikasa
0:00:15	FIVB.COM
0:00:15	FIVB Message (or HONDA*)
0:00:15	FIVB Message
0:00:15	FIVB Message
0:00:15	FIVB Message
0:00:15	FIVB Message (or HONDA*)
0:00:15	FIVB Message

0:00:15	Local Sponsor
0:00:15	Local Sponsor
0:00:15	Local Sponsor
0:00:15	Local Sponsor
0:00:15	Local Sponsor
0:00:15	Local Sponsor
0:00:15	Local Sponsor
0:00:15	Local Sponsor
0:00:15	Local Sponsor
0:00:15	Local Sponsor

In case of territory (Europe, Middle East, Africa and CIS) with effective FIVB-Honda agreement, Honda message should replace 2 (two) FIVB messages. No National Sponsor can have more rotations or visibility than Honda. Please note that if the sponsorship level is higher the LED messages will be subject to an increased number in frequency/repetition.

Technical Specifications

Images:

- All files need to be static/non-animated files.
- All files must be High Resolution JPEG files (72 dpi resolutions). EPS or PSD Files to be provided to FIVB at all times.
- “Call to action” messages are not acceptable with corporate logo.
- Fixed panels need to be of minimum 48 pixels high x 128 pixels wide.
- Minimum required image pixels need to be 48 pixels high x 640 pixels wide.
- In order to prevent a “glare” on the court, white and light colours backgrounds should be avoided.
- It is recommended to use artwork with a dark-coloured background and light-coloured text and/or white logo(s).
- Messages should be limited to 15 seconds in duration.

Controller System:

- External controller software overlay possible with data redundancy;
- Default graphics storable in panels in case of total data connection loss;
- At least 2 spare cabinets in set-up, location freely configurable.
- Quick-changeable modules. Module / cabinet change time <1 min, without affecting running system.

Power and Cabling:

- System back to full power in case of pitch power loss in less than 25 seconds;
- Rubber louvers and rubber padding (impact protection) to protect players from injury;
- Ability to adapt safety and access gates at numerous locations with no signal loss;
- Systems must be well maintained with full maintenance and failure records.
- All exposed cabling (incl. data cabling) must be protected.
- Power loss must be limited to one cabinet – not tolerable to affect other cabinets.
- Safe, secure and demonstrably reliable pitch-side power required for system.
- Fully backed-up power / two independent power sources preferred. Examples of current power requirements: 2 x 125A / 4 x 63A versus 4 x 125A / 8 x 63A.

FIVB VOLLEYBALL WORLD LEAGUE FINALS 2017

Terms & Conditions for Organising the World League Finals

APPENDIX D – MEDIA RIGHTS TERMS

1. BASIC PRINCIPLES

- 1.1. **FIVB** is the sole owner of the **EVENT/FINALS** and of all **MEDIA RIGHTS** in and to the **EVENT/FINALS**, including without limitation all terrestrial, satellite, cable and other television rights, closed circuit, theatrical and non-theatrical, home video, DVD, VOD, internet, broadband, mobile communications, and other new media rights, in-ship, in-flight and other transport rights, radio and other audio rights, photographic and any other means of transmitting images and sounds of the **EVENT/FINALS** whether now known or hereafter invented in relation to the **EVENT/FINALS**.
- 1.2. This Agreement provides a general overview of the **DOMESTIC MEDIA RIGHTS** that shall be granted as part of this **AGREEMENT**. The full rights and obligations of the Parties related to exploitation of the **DOMESTIC MEDIA RIGHTS** granted herein shall be detailed in the **HTVB AGREEMENT**.

2. ORGANISER RIGHTS

- 2.1. **FIVB**, as the sole and exclusive owner of all rights to the **FINALS**, hereby grants the following **DOMESTIC MEDIA RIGHTS** to the **ORGANISER**, subject to the terms of this **AGREEMENT**:

Broadcast Matters

- 2.1.1. For the **TERM**, the **LANGUAGES** and **TERRITORY** hereof:

- 2.1.1.1. **FIVB** hereby grants **HTVB** the exclusive, subject to Clause 2.1.2 and the terms of this Agreement, non-transferable right to transmit the matches of the **EVENT** on a live and/or delayed (within 24 hours after the end of each match) full coverage basis by means of terrestrial, satellite and cable television, on a free to air and/or pay, analogue and/or digital basis and/or radio to be exercised over its network within the whole **TERRITORY**.

- 2.1.1.1.1. The **ORGANISER** shall notify **FIVB** no later than thirty (30) days in advance if it does not intend to **BROADCAST** or make available any matches of the **EVENT** (by any means of transmission) within the **TERRITORY** either on a live basis or on a delayed basis within twenty-four (24) hours following the conclusion of the match. In the event that the **ORGANISER**, through the **HTVB**, does not **BROADCAST** such matches of the **EVENT**, **FIVB** shall be entitled to make such matches of the **EVENT** available on a live basis on **FIVB's** own branded media platforms on a free or pay basis also in the language of the **TERRITORY**.

- 2.1.1.2. **FIVB** hereby grants **HTVB** non-exclusive rights to broadcast the matches of the **EVENT** by means of highlights and clip rights and news access. For the

avoidance of doubt, **HTVB** acknowledges that **FIVB** shall be entitled to exploit on its own or grant non-exclusive rights to broadcast coverage of the **EVENT** by any means of media rights, including without limitation by any means of television, online, mobile rights, etc., in the **TERRITORY** during the **TERM** for highlights (e.g. best rally, along with the associated replays), sports and general news programs, sports magazine or anthology (e.g. "Best of..." the **EVENT**) or other programs featuring clips of the **EVENT**.

2.1.2. All rights not expressly granted to **HTVB** hereunder remain reserved to **FIVB** including without limitation internet, mobile communications and other new media rights, home video and DVD, betting, in ship and inflight and other transport rights, theatrical and non-theatrical, and closed circuit rights and all other rights whether now known or hereafter invented. Furthermore, **HTVB** acknowledges and agrees that **FIVB** reserves its right to use without restriction and to make available any match of the **EVENT**:

2.1.2.1. at all times outside the **TERRITORY**, in any existing media or yet to be invented media; and

2.1.2.2. at all times and worldwide, on the non-encrypted, non-geoblocked **FIVB** online channels, such as the **FIVB** YouTube channel; on all **FIVB** websites and web platforms such as FIVB.COM and via any **FIVB** digital platforms, mobile Apps (such as iOS, Android, Windows Phone) and Smart TV Apps (both collectively "**FIVB** Apps").

Production Matters

2.1.3. The right and obligation to produce the **INTERNATIONAL FEED** and make it available free of charge to **INTERNATIONAL BROADCASTERS** authorised by **FIVB** in accordance with the **HTVB AGREEMENT**.

2.1.4. The right to appoint a company to be recognized by **FIVB** as **HTVB** of the **TOURNAMENT** under the conditions:

2.1.4.1. that **HTVB** guarantees the minimum **BROADCAST** requirements as set forth in the TV Requirements Matrix of these **TERMS AND CONDITIONS**;

2.1.4.2. that **HTVB** strictly adheres to the FIVB standards for Volleyball TV coverage in accordance with the **HTVB AGREEMENT**, the **FIVB HANDBOOK**, and the **FIVB EVENT REGULATIONS**; and

2.1.4.3. that **HTVB** agrees to the obligations and provisions of the **HTVB AGREEMENT**.

3. ORGANISER OBLIGATIONS

3.1. As a fundamental element of these **TERMS AND CONDITIONS**, the **ORGANISER** shall secure and guarantee, in due time prior to the **TOURNAMENT**, the availability of an **HTVB** ready to produce the **DOMESTIC FEED** and the **INTERNATIONAL FEED** of the **MATCHES** played in the **TERRITORY**, in accordance with the **EVENT** calendar and as per the requirements set forth in the TV Requirements Matrix available in these **TERMS AND CONDITIONS**. For the sake of clarity, the production of the **DOMESTIC FEED** and the **INTERNATIONAL FEED** extends to all authorized sites and all **MATCHES** to be played throughout the **FINALS** in the **TERRITORY**, according to the technical regulations governing it.

- 3.2. FIVB herewith acknowledges that the **ORGANISER** may select to collaborate with two companies regarding the fulfilment of **HTVB's** obligations. In such case one (or more) company will act as **DB** and another company as **OTP**. Any reference in these **TERMS AND CONDITIONS** to the **HTVB** shall be understood as referring to the **DB** and **OTP**, as applicable.
- 3.3. The **ORGANISER** shall secure an agreement with an **HTVB**, which shall be a tripartite agreement between the **ORGANISER**, the **HTVB**, and **FIVB**, and shall obtain the execution of such agreement by no later than 16 December 2016. In the event that the **ORGANISER** fails to secure an executed **HTVB AGREEMENT** by the deadline mentioned herein, the **ORGANISER** shall forfeit fifty percent (50%) of its share of any prize money that it would have received from the **EVENT**.
- 3.4. The **ORGANISER** shall guarantee the full production of the **INTERNATIONAL FEED** of each and every **MATCH** of the **FINALS**, in accordance with the **EVENT** calendar, by an **HTVB** or **OTP**, capable of supplying a first-class, top-quality signal for international transmissions. The production of the **INTERNATIONAL FEED** extends to all authorized sites and all **MATCHES** to be played throughout the **FINALS** in the **TERRITORY**, according to the technical regulations governing it.
- 3.5. The **ORGANISER** shall guarantee, together with the **HTVB**, that the **INTERNATIONAL FEED** is made available at **HTVB's** SNG truck on-site and uplinked from this SNG truck on-site or uplinked at the local International Gateway using MPEG 4 encoding within a minimum 9 MHz carrier (MPEG 2 encoding is not acceptable) to the **FIVB** and its TV Coordination Agency for the purposes of being distributed to the designated **INTERNATIONAL BROADCASTERS**, and to transfer all copyright to the **FIVB**. For the avoidance of doubt, the uplink must be provided by the **HTVB** on a free of charge basis. The cost of distribution to **INTERNATIONAL BROADCASTERS** ("downlinks") shall be the responsibility of the **ORGANISER** or the **HTVB** in accordance with the **HTVB AGREEMENT**.
- 3.6. The **ORGANISER** shall guarantee the minimum live and/or delayed **BROADCAST** by the **HTVB** in the **TERRITORY** of all of the **MATCHES** played by the **NF's** national team in the **TOURNAMENT**, as listed in the **HTVB AGREEMENT**.
- 3.7. The commentator booths or positions shall be located on the same side as the main TV cameras.
- 3.8. The **ORGANISER** acknowledges and guarantees that these **TERMS AND CONDITIONS** and the **HTVB AGREEMENT** shall in no way affect the right of any television or radio organisation to show/present in its regular information programs, newsreels, magazine and anthology programmes, extracts of up to three (3) minutes each day of the **FINALS**, selected from any recorded material of the **FINALS**. However, such presentation shall not take place before the first **BROADCAST** of the **FINALS** in the **TERRITORY** by the **HTVB**.
- 3.9. The **ORGANISER** acknowledges that the **FIVB TV COORDINATION AGENCY** has **FIVB's** full authority to implement any and all matters relating to television coordination and distribution. Therefore, the **ORGANISER** and **HTVB** shall offer full cooperation to **FIVB TV COORDINATION AGENCY's** personnel so that such personnel can fully and effectively undertake their role as onsite television coordinators and that **HTVB** will comply with all reasonable requests by such personnel regarding the set up and standard of **HTVB's** television production.

- 3.10. The **ORGANISER** shall guarantee, along with the **HTVB**, the production of highlights and clips, including interviews and new stories, covering each **MATCH** of the **FINALS** and shall make said highlights and clips packages available for **FIVB's** exploitation and worldwide distribution as required by the **FIVB**.
- 3.11. The **ORGANISER** shall provide the name of its contact person responsible for coordinating with the **HTVB** as well as the name of the contact person for the designated **HTVB** below:

ORGANISER

Name of designated contact person for media rights: _____

Email address: _____

Phone number: _____

HTVB

Name of designated contact person for **HTVB**: _____

Email address: _____

Phone number: _____

OR

DB

Name of designated contact person for **HTVB**: _____

Email address: _____

Phone number: _____

OTP

Name of designated contact person for **HTVB**: _____

Email address: _____

Phone number: _____

- 3.12. All additional obligations regarding the exploitation of the **DOMESTIC MEDIA RIGHTS** granted in these **TERMS AND CONDITIONS**, including the **BROADCAST** and the production requirements for the **FINALS**, shall be specified in the **HTVB AGREEMENT**.

SCHEDULE 5 – TV REQUIREMENTS MATRIX

-	World League Finals TV requirements
Minimum Production	All matches of the tournament hosted in the Territory.
Format	International Feed in High Definition 16:9 1080i/50.
Camera Setup	Minimum Twelve cameras incl. net, crane, one super slow motion, ONE ultra-super slow motion (e.g. i-movix) positioned as per Handbook.
TV graphics package	16:9 format (title sequences, replay wipe and all graphics elements delivered to HB via FTP server)
Graphics implementation (during live feed)	HTVB will look after the graphics implementation, by downloading prior to the event the material in broadcast resolution from the FIVB graphics FTP server. HTVB will make sure to implement as per the required standards, following the strict guidelines in the TV chapter. For certain events, FIVB may appoint a graphics implementation company, in which case an FIVB graphics operator will look after the graphics implementation on-site, working closely with HTVB (a workstation in the truck and basic equipment will need to be provided).
Microphones	Minimum 20 microphones strategically placed as per Handbook requirements, including two microphones at the referee stand, one next to the net camera, one tie microphone on each referee, and boom microphone for time out.
English commentary (satellite audio channels)	English commentary on all matches, all first 4 satellite audio channels dedicated to FIVB for International Feed needs. Other channels can be used for Domestic and International Takers (upon FIVB approval).
English commentary position	Fully equipped commentary position (1 desk, 2 chairs, 2 headsets, monitor with world feed, commentary unit) to be provided by HB, upon FIVB's request.
Communication TV and referee	Light system and talk back must be used and provided by HB.
Production of Replays	A minimum of 4 EVS (XT2 or equivalent quality replay system) with 5 operators, recording all cameras, for the use of replays and news feed edit.
Satellite Booking	SNG (HD capable with MPEG4 encoder) must be booked by HTVB by due date. IMG looks after the worldwide distribution.
International feed & match start times	First serve will occur exactly as per the match schedule time, International Feed will start exactly 10 minutes before first serve.
Running Order	Must be strictly followed with appropriate shots, applies for the start of the International Feed (10 minutes before first serve), time between sets, and after match until end of International Feed.
Postcard of the Host City	Production of at least 3 versions of the Host city postcard. Each postcard must be 30 seconds with license free music and must be included during rundown to first serve (see running order), it should include most beautiful shots of the Host City such as Monuments and key scenery, in order to promote the city/region.
After Match Interview	On all matches, approximately 90 seconds with the winning team and if relevant with the losing team, done by an English speaking journalist.
News Feed	Up to five minutes sent daily for worldwide distribution, content as per FIVB Handbook requirements

Recordings (for FIVB archive purposes)	One Xdcam disk (or equivalent) to be send to the TV Agency, two DVD's plus one USB stick per match or one hard drive per day to be send to the FIVB.
ENG Crew	Mandatory 5 days, full ENG crew (XDcam format or equivalent) with experienced, English speaking operators.
Minimum Broadcast	Live broadcast of all HTVB's territory's national team's matches, semifinals, and Gold Final in their entirety on a HTVB's free to air channel. Live broadcast and/or delayed broadcast within 24 hours from the end of the match of all the other matches of the World League Finals in their entirety on a HTVB's satellite and/or cable dedicated sport channel.
Video Challenge System	HTVB to include VCS feed into International signal according to FIVB provided procedures. HTVB to provide International dirty program feed plus any iso camera feed to VCS operations centre upon VCS operators' request. HB to provide talk back system between TV truck and VCS operations centre.
Clips Production	HTVB to produce highlights and clips, including interviews and new stories, covering each match of the FINALS and shall make said highlights and clips packages available for FIVB's exploitation and worldwide distribution as required by the FIVB.