

**LBO BETTING**

**FIXTURES LIST & DATA LICENCE AGREEMENT  
SEASON 2011/2012 ONLY**

**EXPLANATORY NOTE**

This Agreement is for bookmakers that offer football betting in licensed bookmakers' offices.

This Agreement governs the use of fixtures lists and player and/or match data from football matches in the applicable league and cup competitions organised by The Premier League, The Football League, The Scottish Premier League and The Scottish Football League.

The Agreement gives the bookmaker the right to use the fixture list, player and/or match data (from the selected league(s)): (i) for the purpose of inviting, accepting and settling football bets in specified licensed bookmakers' offices; (ii) in the bookmaker's own football betting coupons; and (iii) in the bookmaker's own advertising and promotional materials.

Bookmakers that provide pool betting, spread betting or operate new media betting platforms (e.g. iTV, internet, mobile), call centres or bet exchanges require a separate licence that can be supplied upon request.

This Agreement is not valid unless (i) the appropriate paragraphs in Sections 1 and 2 and Schedule 1 and 2 have been completed; (ii) the Agreement has been signed by both the parties; and (iii) the applicable Fee has been paid.

This explanatory note does not form part of the Agreement between the parties and is to be used as an aid to understanding the substance of the Agreement only. Please contact Football DataCo if you require any further information.

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SEASON 2011/2012 ONLY**

DATE OF AGREEMENT            /            / 2011

**SECTION 1 – COMPANY DETAILS**

**PARTIES**

- (1) **FOOTBALL DATA CO LIMITED** (Company Number 4210887) whose registered office is at 30 Gloucester Place, London W1U 8PL **(DataCo)**
- (2) **Please complete your details in CAPITALS**  
 Name of Company:  
 Registered Office:  
 Company Number: **(Bookmaker)**

**SECTION 2 - SPECIAL CONDITIONS OF CONTRACT**

The following terms and definitions are the Special Conditions referred to in the Agreement:

<b>1. Licensed Data</b> Please select the applicable data that you will use and/or reproduce.	Fixture List	
	Player Data	
	Match Data	
<b>2. Approved Supplier</b> Please state the name of the Approved Supplier who will supply you with the Licensed Data.	Name of Company: Address:	
<b>3. Payment Option</b> Please indicate preferred payment option (described in Schedule 1)	OPTION A	
	OPTION B	

By signing below DataCo and the Bookmaker confirm that they have read and agree to the content of Sections 1 and 2, the attached Schedules and General Conditions (together the " <b>Agreement</b> ")	
Signed by a duly authorised signatory for and on behalf of	Signed by a duly authorised signatory for and on behalf of
<b>Football DataCo Limited</b>	<b>Company:</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Name:</b>	<b>Name:</b>
<b>Position:</b>	<b>Position:</b>
<b>Date:</b>	<b>Date:</b>

## SECTION 3 - GENERAL CONDITIONS OF CONTRACT

### INTRODUCTION

- A. The respective League(s) and/or DataCo own such copyright, database and other intellectual property rights as may exist in the Fixtures Lists.
- B. DataCo has the right to grant third parties the right to use and reproduce the Data.
- C. The Bookmaker wishes to use and reproduce the whole and or part of the Fixtures Lists and Data in the course of its business as a licensed bookmaker.
- D. Under a separate agreement, the respective League(s) have granted to DataCo the right to licence and distribute the League(s)' Fixtures Lists to third parties.

### IT IS AGREED THAT:

#### 1 Definitions

In this agreement (**Agreement**) the following words shall have the following meanings:

- (a) **Approved Supplier** means a supplier which has the appropriate licence and permissions from the League(s) to supply and distribute the Fixtures Lists and/or Data to third parties
- (b) **Bet** means a fixed odds bet made in relation to a Match or otherwise in relation to the Fixtures Lists and/or Data. **Betting** shall be construed accordingly.
- (c) **Change of Control** means where "control" (as defined in s.840 of the Income and Corporation Taxes Act 1988 as amended) of a party is acquired by a single person (or a number of persons acting in concert) other than the person or persons who control that party at the date of this Agreement
- (d) **Code of Practice** means the code of practice agreed between the Association of British Bookmakers (ABB) and DataCo governing the acceptance of Bets.
- (e) **Competition Logo(s)** means a representation of the logo used by the League(s) in connection with the applicable league and cup competitions organised by them or such other logo as may replace it from time to time. The Competition Logo(s) used as at the date of this Agreement can be supplied upon request.
- (f) **Data** means the Player Data and the Match Data. Any reference to Data includes any part of it
- (g) **Event of Insolvency** means that the Bookmaker becomes unable to pay its debts or is deemed to be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or a winding-up petition is presented in respect of the Bookmaker; or the Bookmaker enters into liquidation whether compulsory or voluntary (save for the purposes of a solvent reconstruction or amalgamation); or a provisional liquidator is appointed in respect of the Bookmaker; or notice of intention to appoint an administrator is filed at Court or an application for an administration order is issued by the Court in respect of the Bookmaker; or an administrator, administrative receiver, receiver or manager is appointed in respect of the whole or any part of the Bookmaker's assets; or the Bookmaker proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors; or any other steps are taken to enforce any encumbrance over all or part of

the assets and/or undertaking of the Bookmaker; or the Bookmaker is subject to an event analogous to any of the above in any other jurisdiction

- (h) **Fee** means the fee set out in Schedule 1, being either Option A or B as selected by the Bookmaker.
- (i) **Fixtures Lists** means the list of professional football matches played or to be played under the auspices The Premier League, the three English divisions of The Football League, The Scottish Premier League and the three divisions of The Scottish Football League during the Term. References to the Fixtures Lists include any part of them.
- (j) **Football Betting Coupons** means the printed paper coupon incorporating the Fixtures Lists used to record Bets made, in a form substantially similar to that agreed in advance by DataCo.
- (k) **League** means The Premier League/The Football League/The Scottish Premier League/The Scottish Football League (as applicable).
- (l) **LBO** means those Licensed Betting Offices owned or controlled by the Bookmaker set out in Schedule 2.
- (m) **Logo** means any trade mark, badge, insignia or logo owned or used by DataCo, a League, a Club, or any football authority.
- (n) **Match** means a professional football match played or to be played under the auspices of a League during the Term.
- (o) **Match Data** means any football data (excluding the Fixture List and Player Data) that relates to a Match.
- (p) **Player Data** means any data (excluding the Fixture List and Match Data) that relates to an individual football player or players' actions during a Match or Matches.
- (q) **Related Organisation** means any company which is a subsidiary company of the Bookmaker or the ultimate holding company of the Bookmaker as such expressions are defined in the Companies Act 1985 (as amended); and any company in which any such holding or subsidiary companies hold 10% or more of the equity share capital.
- (r) **Term** means the 2011/2012 English and Scottish League(s) football season.
- (s) **Turnover** means the Bookmaker's gross receipts from all forms of betting (less any UK betting duty) received from all sources (excluding amusement with prizes machines and revenues relating to virtual and recorded events that are received via fixed odds betting terminals) during the Term.
- (t) **UK Football** means any match played by two teams whose home ground is within the United Kingdom.

## 2 Grant of Rights

2.1 In consideration of the Fee which is payable in accordance with the provisions of Schedule 1, DataCo grants to the Bookmaker the non-exclusive right during the Term:

- (a) to supply Football Betting Coupons to members of the public attending an LBO; and

- (b) to use and reproduce the Fixtures Lists and Data for the purpose of displaying individual odds for Betting within an LBO; and
  - (c) to use the Fixtures Lists and Data for the purpose of accepting and settling Bets made by members of the public attending an LBO.
- 2.2 DataCo further grants to the Bookmaker the non-exclusive right to use and reproduce (in printed paper format only) the Fixtures Lists and Data in its own advertisements and promotional materials.
- 2.3 The Fee is exclusive of VAT, which shall be paid as required by law.
- 2.4 The Fee shall not be refundable in any event.

### **3 Restrictions**

- 3.1 Except as permitted by clause 2.2, the Bookmaker shall not display or transmit the Fixtures Lists and/or Data outside the LBO.
- 3.2 The Bookmaker shall not be permitted to use the Fixtures Lists and/or Data for the purpose of accepting, settling or advertising bets via the internet, interactive media, telephone or by means of credit betting **PROVIDED ALWAYS** that the restrictions in this clause 3.2 shall not apply to the extent that the parties have entered into the applicable agreement issued by DataCo permitting such use.
- 3.3 The Bookmaker may only use the Fixtures Lists and/or Data for the purpose of promoting, inviting, taking or settling a Bet on the result of:
- (a) a single Match where that Match is transmitted live on television anywhere in the world. For these purposes 'live on television' means that the match is televised in full and simultaneously with the playing of the match; and/or
  - (b) any other single Match provided that the Bookmaker complies at all times with the Code of Practice issued by DataCo from time to time.
- 3.4 This Agreement applies only to the use and/or reproduction of the Fixtures Lists and/or Data. Any other use and/or reproduction of material owned or controlled by the League(s) may require a separate agreement and the payment of an additional fee.
- 3.5 Each separate bookmaker, business or entity (including, but not limited to any marketing entity) that offers or markets a Bet or Bet(s) requires a separate agreement.
- 3.6 Each Agreement is specific to the individual Bookmaker and may not be shared with any third party, including, but not limited to, any company or entity that is a Related Organisation.
- 3.7 DataCo and/or the respective League(s) shall not be liable for any errors or omissions in the Fixtures Lists and/or Data.

### **4 Intellectual Property**

- 4.1 The Bookmaker acknowledges that all copyright, database and any other intellectual property rights in:

- (a) the Fixtures Lists belong to the respective League(s);
  - (b) the Data belong to DataCo, the respective League(s) and/or other third parties.
- 4.2 The Bookmaker shall not claim or assert any copyright, database or any other intellectual property rights in the Fixtures Lists and/or the Data.
- 4.3 The Bookmaker hereby transfers to DataCo by way of future assignment all copyright, database and any other intellectual property rights in and to the Fixture Lists and/or the Data which may for whatever reason become vested in the Bookmaker and the Bookmaker agrees, if and whenever required to do so by DataCo, to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to DataCo absolutely and with full title guarantee.
- 4.4 The Bookmaker shall include the following notice on all items that display the Fixtures Lists and/or Data:

**'REPRODUCED UNDER COPYRIGHT/DATABASE AGREEMENT NO. [To be advised ]  
COPYRIGHT©/DATABASE RIGHT [THE FOOTBALL ASSOCIATION PREMIER LEAGUE  
LIMITED]/[THE SCOTTISH PREMIER LEAGUE LIMITED]/[THE SCOTTISH FOOTBALL  
LEAGUE]/[THE FOOTBALL LEAGUE LIMITED] 2011'**

- 4.5 The Bookmaker shall not replicate or use any Logo without the prior written consent of the appropriate owner of such a Logo.

## **5 Bookmaker's Rights and Obligations**

- 5.1 The Bookmaker shall:
- (a) ensure that its operations and all items containing the Fixtures Lists and/or the Data comply with all relevant applicable laws and regulations.
  - (b) pay the Fee to DataCo in accordance with the procedures set out in Schedule 1.
  - (c) ensure that every reproduction of the Fixtures Lists and/or the Data shall contain a clear reference to the sponsor and division of the relevant competition and shall display the relevant competition name, e.g. Barclays Premier League.
  - (d) indemnify and keep indemnified DataCo and/or the respective League(s) fully and effectively against any and all costs, expenses, losses and prejudice arising directly or indirectly as a result of any breach of the terms of this Agreement by the Bookmaker.
  - (e) not be entitled to assign sub-licence or otherwise deal with any of the rights granted in this Agreement.
  - (f) shall ensure that every reproduction of the Fixture List reproduces (in a reasonably proximate position) the applicable Competition Logo(s).
  - (g) for so long as the Bookmaker is required by DataCo to do so, continue to display the official Roundel of DataCo (**Roundel**) prominently in the window of each LBO so that the Roundel can be read by members of the public outside each LBO.

- (h) promptly upon request disclose to DataCo the name and address of any entity that supplies Betting Coupons to the Bookmaker.

## **6 Termination**

6.1 DataCo shall have the right to terminate the Agreement immediately by written notice to the Bookmaker in the event that:

- (a) the Bookmaker undergoes a Change of Control;
- (b) the Bookmaker is in breach of the Agreement and such breach is incapable of remedy;
- (c) the Bookmaker fails to remedy any breach of this Agreement which is capable of remedy within 14 days of being given notice to do so by DataCo;
- (d) an Event of Insolvency occurs;
- (e) the Bookmaker ceases to hold all necessary authorisations, licences and permits (including, but not limited to any bookmakers permit) it being the Bookmaker's duty to promptly notify DataCo of such cessation occurring;
- (f) the Bookmaker fails to comply with any of the provisions of this Agreement regarding intellectual property rights or if the Bookmaker or any Related Organisation infringes the intellectual property rights in the Fixture Lists or the Data; and/or
- (g) any League removes or restricts DataCo's right to grant licenses to use and/or reproduce the Fixture Lists and/or the Data.

6.2 If the Agreement is terminated in accordance with clause 6.1(g) DataCo shall refund the Bookmaker a pro-rated proportion of the Fee for the period from the effective date of the termination to the date of expiry.

6.3 On the termination or expiry of this Agreement:

- (a) all rights of the Bookmaker under this Agreement shall terminate immediately; and
- (b) the Bookmaker shall cease to use and/or reproduce the Fixture Lists and/or the Data or any part of it immediately.

## **7 Audit/Inspection**

7.1 If the Bookmaker shall have selected Fee Option A, the Bookmaker shall keep full proper and up to date records relating to its Turnover and shall allow DataCo no more than twice in each calendar year to carry out a full audit of the Bookmaker's accounts and records on reasonable notice. Such audit and review shall be carried out at DataCo's cost unless it discloses under-reporting by the Bookmaker resulting in underpayment of the Fee in any calendar year and in such event the costs shall be paid by the Bookmaker together with payment of the outstanding amount together with interest at the rate of 5% above Barclays Bank plc base lending rate (both before and after judgment) from the date such payment was due until the date payment was actually made.

7.2 The Bookmaker shall upon reasonable notice, promptly provide to DataCo documentary evidence relating to the amount and type of betting on UK Football during a specific period as

stipulated by DataCo. Any such information provided shall not be disclosed by DataCo to any third party and shall be used for DataCo's own internal purposes only.

7.3 The Bookmaker shall promptly upon request notify DataCo of the dates for its own financial year.

## 8 **General Provisions**

8.1 DataCo reserves to itself all rights not expressly granted under this Agreement.

8.2 This Agreement constitutes the whole agreement between the parties relating to this subject matter and supersedes any previous agreements, drafts, undertakings, representations and arrangements whether written or oral relating to this subject matter.

8.3 This Agreement may be executed in any number of counterparts (but shall not be effective until each party has executed at least one counterpart), each of which, when executed and delivered, shall be an original and which together shall have the same effect as if each party had executed and delivered the same document.

8.4 No failure or forbearance of either party to exercise any right conferred or to enforce any obligation imposed by this Agreement shall be deemed to be a waiver of any such right or obligation nor operate so as to bar or limit the exercise or enforcement thereof at any time thereafter.

8.5 This Agreement is governed by and shall be interpreted in accordance with English law and the parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

**SCHEDULE 1  
THE FEE**

**PAYMENT OPTION A**

For each Licensed Betting Office:

<b>Turnover for the relevant financial year</b>	<b>Fee where payment is made before 31 January 2011</b>	<b>Fee where payment is made on or after 1 February 2011</b>	<b>Enter No of Shops on each banding</b>
<b>Band 1</b> not exceeding £400,000	£262.83 + VAT <b><u>£315.40 total</u></b>	£350.43 + VAT <b><u>£420.52 total</u></b>	
<b>Band 2</b> £400,001- £800,000	£350.44 + VAT <b><u>£420.53 total</u></b>	£467.23 + VAT <b><u>£560.68 total</u></b>	
<b>Band 3</b> £800,001- £1,200,000	£436.77 + VAT <b><u>£524.12 total</u></b>	£584.04 + VAT <b><u>£700.85 total</u></b>	
<b>Band 4</b> £1,200,001- £1,600,000	£496.45 + VAT <b><u>£595.74 total</u></b>	£659.97 + VAT <b><u>£791.96 total</u></b>	
<b>Band 5</b> exceeding £1,600,000	£554.84 + VAT <b><u>£665.80 total</u></b>	£738.22 + VAT <b><u>£885.86 total</u></b>	

The Bookmaker shall submit together with its application for an Agreement, evidence (duly authorised by its auditor or certified accountant) of the Turnover for each LBO during the most recently completed financial year, together with payment of the appropriate Fee according to the Turnover bands set out above.

**PAYMENT OPTION B**

The Bookmaker shall pay:

£350.43 + VAT (£420.52) for each LBO where payment is made on or before 31 January 2011; or

£467.23 + VAT (£560.68) for each LBO where payment is made on or after 1 February 2011.

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