

**REGIONAL MEDIA AGREEMENT
PHOTOGRAPHS & EDITORIAL TEXT
SEASON 2011/2012**



DATE OF AGREEMENT 2011

SECTION A – PARTIES

A FOOTBALL DATACO LIMITED (“DataCo”) of 30 Gloucester Place, London W1U 8PL acting as duly authorised agent for and on behalf of each and all of **THE FOOTBALL ASSOCIATION PREMIER LEAGUE LIMITED** of 30 Gloucester Place, London W1U 8PL (the “**FAPL**”); and **THE FOOTBALL LEAGUE LIMITED** of Edward VII Quay Navigation Way, Preston, PR2 2YF (the “**FL**”).

B whose address is at
..... (“**Licensee**”)

SECTION B - PLEASE COMPLETE THE FOLLOWING:

<i>Insert title of publication and a brief description.</i>		
Title (e.g. Manchester Evening News): _____ ¹		
Brief Description (e.g. a monthly magazine: _____ _____ ² (“ Main Title ”))		
<i>Please indicate which leagues will be attended</i> (Please note – If you do not have a club in your circulation area that participates in a particular League, you should not apply for admission to Matches in that League.)	The FA Premier League Only	
	The Football League Only	
	FA Premier League & Football League	
<i>Please indicate who will attend Matches on your behalf</i>	Photographers Only	
	Journalists Only	
	Both Photographers & Journalists	
<i>Please confirm that the Licensee meets the applicable Qualifying Criteria?</i> If “Yes”, please include cuttings of match reports/photographs and evidence of public liability insurance with your application.	Yes	
	No	
<i>Has the Licensee (or any of its Authorised Representatives) had any photographer, journalist or other media accreditation (whether issued by DataCo or any other entity) declined, suspended or withdrawn?</i> If “Yes”, please provide further details.	Yes	
	No	

¹ Insert title of publication.

² Insert description of publication.

IT IS AGREED THAT:

1 Access to the Stadium

- 1.1 The Licensee may apply via i-PBS to the Home Club for an Authorised Representative to attend a Match for the purpose of taking Photographs or producing Editorial Text Reports.
- 1.2 Each Authorised Representative that attends any Match on behalf of the Licensee must meet the Qualifying Criteria and hold a valid UK Press Card, valid AIPS Card or a valid Premier League/Football League Photo ID Card. If the attendee does not comply with the provisions of this clause the Licensee shall procure that the attendee shall comply with the provisions of this Agreement. For the avoidance of doubt Photographs taken by an Authorised Representative that attends a Match on behalf of the Licensee shall, for the purposes of this Agreement, be deemed the property of the Licensee and may not be submitted by the Authorised Representative to meet any Qualifying Criteria in subsequent seasons.
- 1.3 The Licensee acknowledges that access to the Stadium is at the Home Club's discretion and is subject to the terms and conditions contained in this Agreement.
- 1.4 The Licensee shall procure that whilst present in the Stadium, the Authorised Representative shall:
 - (a) comply with the applicable Ground Regulations; and
 - (b) comply with the reasonable instructions of the Home Club (e.g. when pitch-side photographers must wear branded bibs supplied by the Home Club).
- 1.5 The Licensee shall not (and shall procure that the Authorised Representative shall not):
 - (a) collect, collate, supply or Publish (save as a minor, incidental part of genuine editorial text) any match/player data generated by the Authorised Representative;
 - (b) collect, collate, supply or Publish any audio visual, or audio material generated by the Authorised Representative;
 - (c) assist any third party to breach any Ground Regulations, Ticket Conditions and/or Media Accreditation Terms or assist any unauthorised individual/company to gain access to the Stadium; or
 - (d) authorise or knowingly permit any third party to Publish or otherwise make available any Photograph and/or Editorial Text Report other than as expressly permitted by the provisions of this Agreement.
- 1.6 For the avoidance of doubt, nothing in this Agreement shall in any way prevent or restrict the Licensee from Publishing any photograph or editorial material concerning incidents (not forming part of the Match itself) which could reasonably be considered to be news of national or international importance.
- 1.7 All rights not expressly granted to the Licensee are reserved to the Leagues and/or DataCo (as applicable).
- 1.8 The Licensee acknowledges that it is responsible for the acts and omissions of its Authorised Representatives and for the purpose of this Agreement those acts and omissions shall be treated as if they were the acts and omissions of the Licensee itself.

2 Use and Reproduction of Photographs & Editorial Text Reports

2.1 The Licensee may Publish Photographs and Editorial Text Reports:

- (a) In Printed Paper Titles (and associated Advertising & Marketing Materials) PROVIDED THAT any such use of Photographs and Editorial Text Reports in Printed Paper Titles is subject to the Conditions of Use set out in clause 3 below;
- (b) In the Licensee's New Media Services PROVIDED THAT:
 - (i) no Photographs and Editorial Text Reports may be published during the Match to which they relate unless there is a delay of not less than 3 minutes between the time when the Photograph was taken (or for the Editorial Text Report when the event happened) and the time of Publication;
 - (ii) no User Generated Content may be published during the Match to which they relate unless there is a delay of not less than 3 minutes between the time when the User Generated Content was submitted and the time of Publication. For the avoidance of doubt, this delay only applies "in-match";
 - (iii) a maximum of 45 Photographs may be Published during that Match (together with an additional 15 Photographs during extra-time in that Match, if applicable);
 - (iv) there are no limits on the number of Photographs and Editorial Text Reports that may be published after the conclusion of the Match; and
 - (v) any such use of Photographs and Editorial Text Reports in Licensee's New Media Services is subject to the Conditions of Use set out in clause 3 below; and
- (c) in Social Network Services PROVIDED THAT:
 - (i) a maximum of 45 Photographs may be Published on Social Network Services during that Match.
 - (ii) for the avoidance of doubt there is no requirement to delay the Publication of any Photographs and/or Editorial Text Reports that are Published on Social Network Services;
 - (iii) any such use of Photographs and Editorial Text Reports on Social Network Services is subject to the Conditions of Use set out in clause 3 below;
- (d) After the conclusion of the Match in the Aggregated News / Information Archive Databases PROVIDED THAT any such use of Photographs and Editorial Text Reports in the Aggregated News / Information Archive Databases is subject to the Conditions of Use set out in clause 3 below;

3 Conditions of Use

3.1 The Publication of Photographs and Editorial Text Reports are subject to the following restrictions:

- (a) Photographs and Editorial Text Reports may be Published for editorial/news reporting purposes only;
- (b) Photographs and Editorial Text Reports may not be used or Published in Merchandise

& Souvenirs;

- (c) Photographs and Editorial Text Reports may not be used or Published in (or for the purpose of promoting or advertising) any gambling service or product which for the avoidance of doubt includes any free-to-play gambling style services or products;
- (d) Photographs and Editorial Text Reports may not be used or Published in (or for the purpose of promoting or advertising) any game or competition;
- (e) Photographs and/or Editorial Text Reports shall not be used or Published in a manner that emulates audio-visual or audio material (with the exception of products for people with visual impairment such as talking newspapers and post-match automated text to speech technology which are expressly permitted). Subject to compliance with the conditions in Schedule 2, Sequences of Stills are permitted;
- (f) Photographs and/or Editorial Text Reports shall not be used or Published in any website, publication or other service or product that the Licensee is aware (whether via written notification from DataCo/the Leagues or otherwise) or should reasonably have been aware:
 - (i) includes any Unauthorised Match Streaming;
 - (ii) advertises or promotes (including without limitation via the inclusion of hyperlink(s)) Unauthorised Match Streaming content on another website, publication or other service or product;
 - (iii) incorporates any unauthorised use of Club/League logos or trademarks. For the avoidance of doubt, Club/League logos or trademarks accompanying or within match reports and editorial articles in Licensee's newspapers (or any special supplements/magazines provided the same are not sold or distributed at point of sale separately from such newspapers) are permitted; and/or
 - (iv) incorporates any unlicensed fixtures lists and/or unlicensed data where such use or Publication amounts to an infringement of DataCo's/the League's intellectual property rights;
- (g) no Photosale may be made without the prior written approval of the relevant Club(s) featured in the Photograph;
- (h) Photographs shall not be altered or manipulated by means other than (i) 'flipping', (ii) 'cropping' performed in good faith and not so as to distort the meaning or the circumstances depicted in the Photographs, (iii) manipulation which is fun, harmless and an editorial means of telling a story, (iv) standard computerised 'enhancement' in the form of minor alterations and/or presenting a Player as employed by a Club other than the Club to which he is registered at the time of publication but only in order to anticipate the post-transfer photo call in circumstances where the Player's transfer has been officially announced or confirmed by the transferee Club; and (v) computer-generated composite Players. For the avoidance of doubt, and by way of example and not limitation, Photographs shall not be manipulated or otherwise altered so as to obscure or remove a sponsor's name or logo;
- (i) Photographs and Editorial Text Reports may not be reproduced as part of any website, publication or other service or product that is offered, titled, described or promoted as
 - (i) a 'live' website, publication or other service or product;

- (ii) an official Club or League website, publication or other service or product;
 - (iii) a Single Club Product/Service; and/or
 - (iv) a Single Player Product/Service.
- (j) Photographs shall not be used to create an endorsement or commercial association unless such an endorsement or commercial association exists;
 - (k) The Licensee shall seek to ensure that every Publication of a Photograph shall where reasonably practicable be visibly attributed to the Authorised Representative that took the Photograph or their applicable agency; and
 - (l) any Publication of Photographs or Editorial Text Reports shall incorporate unambiguous conditions of use that restrict any third party from using or reproducing Photographs or Editorial Text Reports other than for their own personal, private non-public facing use.

4 Syndication

- 4.1 The Licensee shall be entitled to Syndicate Photographs and Editorial Text Reports to its customers for use and Publication in Printed Paper Publications and New Media Services; PROVIDED THAT there is a written supply agreement between the Licensee and the customer which incorporates (in substantially the same terms) the provisions of clause 2 and clause 3 above.

5 Use of Photographs by Clubs & Leagues

- 5.1 Subject to the payment of a reasonable handling fee, the Licensee will permit and/or procure access to, sight of, or a print of, any Photograph promptly upon receipt of a written request from DataCo, either League or any Club. Such right of access to the Photographs does not imply any right of reproduction and there is no obligation on the Licensee to preserve the Photographs.

6 Sponsor Branding

- 6.1 The Licensee shall:
 - (a) ensure that all reproductions of fixture lists, tables and results shall include the official competition logo and/or the full typeset competition title (including the name of the applicable sponsor); and
 - (b) actively seek to persuade the editors to use official competition names wherever the competition(s) are referred to in editorial. DataCo/Leagues acknowledge that an editor's decision, in relation to all content in his or her respective title, is final.

7 Term & Termination

- 7.1 This Agreement shall commence on the date of execution and subject to earlier termination shall expire at the end of 2014/15 football season (including any play off matches) ("**Term**").
- 7.2 Either party shall be entitled to terminate this Agreement immediately by written notice to the other in the event that:
 - (a) for any material breach subject to the provisions of clause 8 (Dispute Resolution), following conclusion of the dispute resolution procedure; and/or
 - (b) the other party fails to remedy any other breach of any other term of this Agreement which is capable of remedy within 20 working days of being given notice to do so;

and/or

- (c) the other party is declared bankrupt or enters into any arrangement or compound with its creditors or a petition is presented for its winding up or a resolution is passed for its winding up or enters into liquidation, administration, receivership or company voluntary arrangement or appears in the other party's reasonable opinion unable to pay its debts as and when they fall due.

For the avoidance of doubt, in the event that such termination right is exercised by DataCo/the Leagues as a result of a breach by any Licensee such termination shall have effect only in relation to such Licensee.

- 7.3 Prior to the start of each Season, each Licensee shall confirm (in response to a general admin mail-out from DataCo) that it requires accreditation for the forthcoming Season on the terms of this Agreement and there are no material changes that DataCo/the Leagues should be aware of.

8 Dispute Between the Licensee's Customer and DataCo/the Leagues

- 8.1 After first having followed the process set out in clause 9, if DataCo and/or the League(s) serve written notice on an Licensee stating that it/they believe that one or more of the Licensee's customers (which term shall include a customer of one of the Licensee's appointed sub-agents or wholesalers) has failed to comply with the Conditions of Use and, if applicable, that such failure has been persistent or flagrant ("**Customer Breach Notice**") then within five (5) days:

- (a) if the Customer Breach Notice is accepted, the Licensee will follow the procedure set out in clause 8.2 below; or
- (b) if the Licensee disagrees with the Customer Breach Notice, either party may refer the dispute to the Dispute Resolution Panel in accordance with clause 8.4 below.

- 8.2 If the Licensee accepts the Customer Breach Notice, or follows the recommendation of the Dispute Resolution Panel (under clause 8.4 below) then:

- (a) the Licensee shall immediately notify the relevant customer of the alleged failure to comply with the Conditions of Use and shall require such customer to remedy the alleged failure within fourteen (14) days;
- (b) if the customer fails to remedy such alleged failure in accordance with clause 8.2(a) the Licensee shall within seven (7) days either:
 - (i) discontinue the supply of Photographs and/or Editorial Text Reports to that customer; or
 - (ii) assign to DataCo and/or the League(s) the right to issue and conduct legal proceedings (and retain the proceeds from such litigation) to secure the removal of Photographs and/or Editorial Text Reports that have been supplied by the Licensee to that customer;

PROVIDED THAT if the Dispute Resolution Panel determines that such failure has been persistent or flagrant, the Licensee shall comply with clause 8.2(b)(i) **and** 8.2(b)(ii).

- 8.3 Where the Licensee has a dispute about the Customer Breach Notice it shall be entitled to refer such matter for adjudication by the Dispute Resolution Panel. Such referral must be made in writing by the Licensee within the period specified in clause 8.1 ("**Referral Notice**").

- 8.4 The Dispute Resolution Panel shall meet on an “as needed” basis to consider any Referral Notices served and shall be entitled to conduct its proceedings in any manner it deems appropriate. If there is an exceptionally urgent and material issue, the Dispute Resolution Panel may decide to meet by telephone. The Dispute Resolution Panel will issue a decision as to whether the Customer Breach Notice is valid or not.
- 8.5 If the Licensee fails to follow the decision of the Dispute Resolution Panel within 5 days following notification, then DataCo/the Leagues may request and in which case the Licensee shall assign to DataCo and/or the League(s) the right to issue and conduct legal proceedings (and retain the proceeds from such litigation) to secure the removal of Photographs and/or Editorial Text Reports that have been supplied by the Licensee to that customer (and if the proviso to clause 8.2 above applies discontinue the supply of Photographs and/or Editorial Text Reports to the relevant customer).
- 8.6 Failure on the part of the Licensee to comply with the provisions of clause 8 shall entitle DataCo/the Leagues to terminate this Agreement immediately by written notice to the Licensee.

9 Content Identification Process

- 9.1 Before serving the Customer Breach Notice, DataCo and/or the League(s) must fulfil the process of identification of the content in accordance with this clause 9.
- 9.2 Promptly upon request from DataCo/the Leagues in the form of the Content Identification Notice (as defined in clause 9.3 below) (and in any event within five (5) days following receipt of such request) the Licensee shall confirm whether or not:
- (a) an identified user of Photographs/Editorial Text Reports is a customer of that Licensee or an Licensee’s sub-agents/wholesalers;
 - (b) a particular Photograph is owned by that Licensee or an Licensee’s sub-agents/wholesalers; and/or
 - (c) a particular Photograph was supplied by that Licensee or an Licensee’s sub-agents/wholesalers.
- 9.3 A Content Identification Notice must include the following information to allow the content identification process to happen:
- (a) Screenshots, URLs, AV files of alleged breach;
 - (b) Details of suspected date and occasion Photograph was taken;
 - (c) Details of individuals and organisations accredited for the suspected event;
 - (d) Information about which photographers were located in a position to take the Photograph; and
 - (e) Any other occasions on which the Photograph has been published of which Football DataCo/the Leagues are aware.
- 9.4 Failure on the part of the Licensee to respond and thereby comply with the provisions of this clause 9 and/or the supply of false or misleading information shall entitle DataCo/the Leagues to terminate this Agreement in respect of the applicable Licensee immediately by written notice to the Licensee.

10 Warranty & Indemnity

- 10.1 The Licensee warrant and undertake that they shall each effect (both for themselves and on behalf of their Authorised Representatives) the necessary public liability insurance cover set out in paragraph 1.29 of Schedule 1 and shall maintain such cover for the Term and shall produce documentary evidence of such cover upon reasonable demand.
- 10.2 Each Licensee shall indemnify and keep indemnified each of the Leagues, DataCo and each Club (“**the Indemnified Party**”) from and against any and all costs, expenses, damages and loss arising as a result of a breach by that Licensee (and/or any of that Licensee’s Authorised Representatives) of clauses 1.5, 2, 3 and 4 of this Agreement **PROVIDED ALWAYS THAT:** (i) the Indemnified Party shall notify the relevant Licensee of the matter as soon as reasonably practicable; and (ii) the maximum liability of the Licensee in respect of the matter shall be £100,000.
- 10.3 Where the Licensee is liable to indemnify and/or hold harmless an Indemnified Party under clause 10.2:
- (a) the Indemnified Party shall give notice of any such claim to the Licensee within a reasonable time after becoming aware of its existence;
 - (b) the Indemnified Party shall provide to the Licensee such information and assistance in relation to such claims as the Licensee may reasonable require to evaluate its response; and
 - (c) the Indemnified Party shall not make any settlement, compromise or prejudicial admission in relation to such claim without the prior consent of the Licensee (such consent not to be unreasonably withheld, conditioned or delayed) and it will be deemed to be unreasonable if the Licensee declines consent after having received an opinion from counsel (of 10 or more years standing with experience of the subject matter in question) who has been jointly instructed by the Licensee and the Indemnified Party or (in the circumstances set out below) by the President of the Bar Council to the effect that any defence that the Indemnified Party may have to the claim will not in all the circumstances have a reasonable chance of success. In the absence of agreement between the parties within 14 days of a counsel being suggested in writing by either the Indemnified Party or the Licensee to the other, either the Indemnified Party or the Licensee may apply to the President of the Bar Council to forthwith appoint such counsel to provide advice under this clause 10.
- 10.4 To the maximum extent permitted by law and save in respect of clause 10.1 the Licensee’s liability under this clause 10 shall not exceed £100,000 per claim.

11 Exclusion of Liability

- 11.1 To the maximum extent permitted by law, DataCo, each of the Leagues, Club(s) and/or Stadium owners/operators exclude all liability resulting from the Authorised Representatives entering or being present in the Stadium.
- 11.2 No party shall be liable to any other for loss of profits, loss of anticipated savings, goodwill or other indirect or consequential loss, whether arising from negligence, the performance or non-performance of its obligations under this Agreement or howsoever.

12 Miscellaneous

- 12.1 This Agreement shall not be deemed to constitute a partnership, agency or a joint venture between the parties hereto or an employer/employee relationship.
- 12.2 This Agreement constitutes the entire agreement and understanding of the parties relating to the

subject matter of this Agreement and supersedes any previous agreement or understanding between the parties in relation to such subject matter.

- 12.3 An Licensee may not assign or transfer any of its rights or obligations under this Agreement without the prior written approval of DataCo and/or the League(s). DataCo and/or the League(s) may assign or transfer any of its rights or obligations under this Agreement, provided it gives prior written notice to Licensee.
- 12.4 Any notice or other document shall be deemed to have been received by the addressee two working days following the date of dispatch if the notice or other document is sent by registered post or the next business day if sent by e-mail.
- 12.5 Any modification or addition to this Agreement shall not be binding unless made in writing and signed by the parties hereto.
- 12.6 The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under this Agreement is not subject to the consent of any person who is not a party to this Agreement.
- 12.7 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.
- 12.8 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

SIGNED
for and on behalf of

(Name):

(Address):

SIGNED
for and on behalf of **Football DataCo Limited**

(Name):

(Address):

SCHEDULE 1 DEFINITIONS

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

- 1.1 **Accreditation** means any official documentation issued by a Home Club to an Authorised Representative for the purpose of identifying the same.
- 1.2 **Advertising & Marketing Materials** means advertising and marketing (branded solely under the Main Title) that relates to Printed Paper Titles (paragraph 1.19(a)-(d)) in each case provided that four or more Players from a minimum of 4 (four) different Clubs are featured in that execution; or (ii) any other given execution, subject to the prior written consent of the relevant League (not to be unreasonably withheld or delayed and not to be subject to a fee) and in each case provided that four or more Players from a minimum of 4 (four) different Clubs are featured.
- 1.3 **Aggregated News / Information Archive Databases** means collections in electronic or other form comprising substantially all the text, picture or other content from a newspaper or group of newspapers in any format (whether or not other media is also included in the collection) (including, but without limitation, commercial electronic databases (e.g. Lexis Nexis and Factiva), cuttings databases in electronic or print form, microfilm copies of newspapers and any similar database), access to which is based on payment of a fee or some other consideration solely for the purpose of research, information, study or as otherwise permitted by copyright law. Provided always that any such database is not solely an aggregation of more than one Licensee' football content and that such database is not used to facilitate Photosales.
- 1.4 **Authorised Representative** means a photographer or journalist that attends any Match for or on behalf of an Licensee.
- 1.5 **Conditions of Use** means those conditions governing the use and reproduction of Photographs and Editorial Text Reports set out in clause 3 of the Agreement.
- 1.6 **Digital Radio Service** means a digital radio service where Photographs and/or Editorial Text Reports are used in a news context.
- 1.7 **Dispute Resolution Panel** means a panel to determine validity and materiality of a Customer Breach Notice and comprises one industry representatives appointed by the Licensee, one representatives appointed by the Leagues and an independent chairman appointed by the representatives or, in the absence of agreement by the representatives, by the President of the Law Society.
- 1.8 **Editorial Text Reports** means articles that are generated through the attendance of Authorised Representatives at Stadia and that contain opinion and are descriptive, informative or illustrative of Match(es) or passages of play.
- 1.9 **Ground Regulations** means regulations issued from time to time governing the terms and conditions upon which any admission is granted to the Stadium and made available to the Licensee upon request.
- 1.10 **Home Club** means the Club at whose Stadium any Match is or should be played, or where ground sharing is in operation, the Club whose name first appears on the relevant fixture or, in respect of any Match played at a neutral Stadium, the football authority under whose auspices the Match is organised.
- 1.11 **Interactive Television Service** means a television service with interactive content and enhancements that contains Photographs and/or Editorial Text Reports used in a news context.
- 1.12 **i-PBS System** means the internet press booking system that is being implemented on a phased basis and will handle centrally all requests for Authorised Representatives to attend Matches.
- 1.13 **League** means each of the FL and the FAPL.

- 1.14 **Licensees New Media Services** means (each branded under the Main Title) a Website Service, Wireless Telephone Service, Wireless Radio Communication Services, Digital Radio Service, Television Service and Interactive Television Service and any technology substantially similar to (or derived from) the foregoing and which may come into common usage during the Term but for the avoidance of doubt excludes Social Network Services.
- 1.15 **Main Title** means the newspaper, magazine or service Published by or for the Licensee as more particularly described in Section B on page 1.
- 1.16 **Match** means an association football match taking place at a Stadium in respect of which Accreditation is required by the Home Club or part thereof.
- 1.17 **Media Accreditation Terms** means terms and conditions identical (mutatis mutandis) to those contained in this Agreement that have been entered into by other media organisations or freelancers.
- 1.18 **Merchandise & Souvenirs** means any physical or virtual merchandise, memorabilia or collectible and includes without limitation collector cards and stickers, posters (when sold separately from Licensee Printed Paper Titles), artists reference (otherwise than for news/editorial purposes) packaging, calendars, clothing, cups and badges.
- 1.19 **Printed Paper Titles** means printed paper formats (each branded under the Main Title) of the following:
- (a) an ordinary edition of the Main Title and/or any special supplement (which may be in magazine format) to such Main Title provided the same is not sold or distributed at point of sale separately from the said newspaper;
 - (b) the Licensee's magazine or periodical publication produced at regular intervals;
 - (c) a book (branded under the Main Title) not devoted solely to a league, competition, division, Club, Player or Match **PROVIDED THAT** any such book must not feature material relating to only one league, competition, division, Club, Player or Match. The main title of any such book must not contain the official name of a league, club or competition;
 - (d) wraparounds and inserts for competitions contained in or attached to the Main Title that are used as promotional tools for the Main Title and/or the Licensees New Media Services which are bone fide editorial news services;
 - (e) posters provided that such posters:
 - (i) shall be produced in printed paper format (including newsprint and glossy paper of any size) double or single sided provided that in the case of a double sided product, the conditions set out in paragraphs (i)-(iv) of this subparagraph shall apply to each side of that product;
 - (ii) shall not give undue prominence to any Player or any Club and shall not use Photographs to create an endorsement unless such an endorsement exists;
 - (iii) shall clearly indicate the name of the publishing newspaper/magazine; and
 - (iv) shall not be sold or distributed separately from the newspaper/magazine save that token/voucher redemption and reasonable postage and packaging costs are permitted.
 - (f) partworks (meaning a collectable series of items not sold separately from any newspaper and not based solely on any competition organised by a League and/or on any Player or Players and/or any fixture or fixtures any Club or Clubs has or have played or will be playing); and
 - (g) Advertising & Marketing Materials.
- 1.20 **Photograph** means a single still visual image (or information or material capable of being

converted into such) captured in physical form (including 'negative'), digital form or other form of electronic storage of whatever nature, whether transient or otherwise, or in any other form whether now existing or hereafter invented, (but excluding any moving image or images and/or digital sequencing in the form of moving images of whatever nature including, but not limited to Sequences of Stills) captured by any Authorised Representative using photographic equipment while present at a Stadium.

- 1.21 **Photosale** means the making of a high quality, printed to order hard copy of a Photograph for sale to an individual consumer or any other method of supplying the same for sale including, but not limited to, any digital download of a Photograph for such purposes.
- 1.22 **Player** means any player of the Club(s) and includes any manager, coach and any personnel on the pitch or in the technical area with authorisation during the Match.
- 1.23 **Publish** means to use, reproduce or otherwise communicate to any person, exhibit, broadcast, transmit, include in any cable program service, post to the internet or any online system, or send by any telegraphic or telecommunication system, distribute or publish in any format whatsoever. "Publication" shall be interpreted accordingly.
- 1.24 **Qualifying Criteria** means qualifying criteria as set out below that requires a photographer (or journalist) that wishes to attend a Match held:
- (a) at an FAPL Club's Stadium as a minimum:
 - (i) to have had Published in national newspapers (or equivalent) not less than 30 action photographs (or match reports) from football matches and have received payment for each photograph (or match report) Published; and
 - (ii) to have effected adequate public liability insurance cover with a reputable insurer to the extent of not less than £5,000,000 per claim or series of claims; or
 - (b) at a FL Club's Stadium as a minimum:
 - (i) to have had Published in regional newspapers (or equivalent) not less than 15 action photographs (or match reports) from football matches and have received payment for each photograph (or match report) Published; and
 - (ii) to have effected adequate public liability insurance cover with a reputable insurer to the extent of not less than £2,000,000 per claim or series of claims.
- 1.25 **Sequence of Stills** means a sequence of still images which comprises not less than three (3) still images in any consecutive period of 60 seconds and any other method that uses still images in a manner that imitates or suggests moving images of Matches or Players. By way of example and not limitation 10 Sequence of Stills would comprise a maximum of 10 minutes.
- 1.26 **Single Club Product/Service** means any website, publication or other service or product offered substantially on a single Club basis and includes (by way of example and not limitation) any product or service that is branded or promoted on a single Club basis and any product or service where the content is based substantially on a single Club. For the avoidance of doubt, a website shall not be deemed a Single Club Product/Service if it can be navigated via a "two click" principle (or equivalent navigation process including bookmarking/favourites) whereby users will always initially access a League based or division based directory/page located within the Licensee title branded website and must subsequently make a second click (or equivalent navigation process including bookmarking/favourites) to select a specific Club.
- 1.27 **Single Player Product/Service** means any website, publication or other service or product offered substantially on a single Player basis and includes (by way of example and not limitation) any website, publication or other service or product that is branded or promoted on a single Player basis and any website, publication or other service or product where the content is based substantially on a single Player. For the avoidance of doubt, a website shall not be deemed a Single Player Product/Service if it can be navigated via a "two click"

principle as set out in paragraph 1.26 above.

- 1.28 **Social Network Services** means general third party user communities such as Facebook and Twitter which are not primarily used to facilitate gambling, betting, gaming, data analysis, odds checking, prediction or match commentary services.
- 1.29 **Stadium** means that stadium owned, occupied or utilised by a Club and to which the public are admitted in respect of any Match.
- 1.30 **Syndication** means, in respect of any Photograph and/or Editorial Text Report, licensing of rights in respect of electronic or mechanical publication, or copying (other than for the purposes of Photosales, production or user access to New Media Services), of any part thereof whether by printing, broadcasting, transcription, photography, slide projection, photocopying, or by any other means and to “Syndicate” shall be construed accordingly.
- 1.31 **Television Service** means a television service, where Photographs and/or Editorial Text Reports are used in a news context.
- 1.32 **Ticket Conditions** means ticket conditions issued from time to time governing the terms and conditions upon which any admission is granted to the Stadium
- 1.33 **Unauthorised Match Streaming** means any communication to the public, transmission or other use of audio and/or audio-visual coverage of any Match (whether by live or near live streaming, streaming or downloading of recorded content) other than pursuant to and in accordance with a licence granted directly or indirectly by the applicable League or as otherwise permitted by law.
- 1.34 **User Generated Content** means:
- (a) individual user’s text comments and opinion (not amounting to continuous match commentary or data); and
 - (b) individual user’s photographs (provided that such photographs are not taken at or of a Match).
- 1.35 **Website Services** means a service offered via the physical network of interconnecting computers known as the Internet when such network delivers multimedia content, including, without limitation, text, graphics, software, audio and video identifiable by reference to a unique URI/URL (Universal Resource Indicator/Universal Resource Locator), which content is accessed by users of web browsers (for example, the browsers known as “Microsoft Internet Explorer” and “Google Chrome”) through the use of the common set of, inter alia, TCP/IP protocols that contains Photographs and/or Editorial Text Reports used in a news context.
- 1.36 **Wireless Radio Communication Services** means a wireless radio communications system and includes 802.11, Wi-Fi, Bluetooth, Wireless LAN technologies, Hiperlan, Local Multipoint Distribution System (LMDS), Multichannel Multipoint Distribution System (MMDS), IrDA iBurst/HC-SDMA and any related, similar or derivative wireless radio communications systems (or any combination of them) that contains Photographs and/or Editorial Text Reports used in a news context but excluding any Wireless Telephone Service.
- 1.37 **Wireless Telephone Service** means any mobile wireless technology, which is or may be used with radio frequency spectrum in any band, to enable or facilitate transmission of textual material, data, voice, video or multimedia services to mobile devices and which includes (without limitation) wireless technology employed in General Packet Radio Services (GPRS), the Global System for Mobile Communications (GSM), Level 2 Data GSM Environment (EDGE), Code Division Multiple Access (CDMA), High Speed Circuit Switched Data (HSCSD), Personal Communications Networks (PCN), Wireless Application Protocol (WAP) and the Universal Mobile Telecommunications System (UMTS), Wideband Code Division Multiple Access (W-CDMA), Long Term Evolution (LTE) (also including E-UTRA), mobile WiMAX (802.16e, and other mobile WiMAX standards hereafter developed) and their related or derivative systems and services (or any combination of them) that contains Photographs and/or Editorial Text Reports used in a news context but excluding any Wireless Radio Communication Service.

SCHEDULE 2
SEQUENCE OF STILLS

Sequences of Stills may be used and Published only on the following basis:

- 1.1 During the applicable Match:
 - (a) No Sequences of Stills may be used or Published; and
- 1.2 Following the conclusion of the applicable Match until 12 midnight immediately following the applicable Match ("**1st Permitted Period**"):
 - (a) Not more than ten (10) Sequences of Stills of a Match (each comprising not more than 6 still images in any consecutive period of 60 seconds with an interval of not less than 10 seconds between each still image) may be used or Published in any consecutive period of two hours; and
- 1.3 Following the 1st Permitted Period until seven (7) days after the applicable Match:
 - (a) One or more Sequences of Stills (each comprising not more than 6 still images in any consecutive period of 60 seconds with an interval of not less than 10 seconds between each still image) may be used or Published; and
- 1.4 Seven (7) days after the applicable Match:
 - (a) One or more Sequences of Stills may be used or Published. Such Sequences of Stills may consist of more than six (6) images.
- 1.5 For the avoidance of doubt individual still images must be sourced from Photographs and cannot be sourced from audio visual footage of a Match.