

**TIPPING & BET COMPARISON
FIXTURES LICENCE AGREEMENT
SEASON 2011/2012 ONLY**



EXPLANATORY NOTE

This Agreement is for operators that provide a tipping and bet comparison service in relation to football betting.

This Agreement governs the use of fixtures lists of 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 operator the right to use the football fixtures lists on its own tipping & bet comparison service.

This Agreement does not permit an operator to use football fixtures lists to operate a bookmaking, pool betting, spread betting or bet exchange service. Operators of gambling services such as these require a separate licence that can be supplied upon request.

This Agreement is not valid unless the appropriate paragraphs in Sections 1 and 2 have been completed, the Agreement has been signed by both the parties and the fees have 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.

**TIPPING & BET COMPARISON
FIXTURES LICENCE AGREEMENT
SEASON 2011/2012**



DATE OF AGREEMENT / / 2011

SECTION 1 – COMPANY DETAILS

PARTIES

(1) **FOOTBALL DATACO 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: (**'Licensee'**)

SECTION 2 – SPECIAL CONDITIONS OF CONTRACT

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

1. Tipping and Bet Comparison Service Please insert the trading name and URL of the Tipping and Bet Comparison Service	Name:	
	URL: www.	
2. Fixtures Lists Please place a cross in the boxes of the applicable Fixtures Lists that will be used in the Tipping & Bet Comparison Service.	(One Club).....Football Club	
	Premier League	
	Football League Divisions (please specify)	
	Scottish Premier League	
	Scottish Football League Divisions (please specify)	
3. Approved Supplier Who will supply the Fixtures Lists to you?	Name of Company:	
	Address:	
4. Format How do you intend to reproduce the Fixtures Lists?	In chronological (date) order or as a matrix	
	On a club by club basis	

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

SECTION 3 – GENERAL CONDITIONS OF CONTRACT

Introduction

- (A) The League(s) own such Intellectual Property Rights as may exist in the Fixtures Lists.
- (B) Under a separate agreement, the League(s) have granted to DataCo the right to grant third parties the right to Reproduce the Fixtures Lists.
- (C) The Licensee wishes to Reproduce the Fixtures Lists on or in relation to the Tipping & Bet Comparison Service.
- (D) DataCo is willing to grant to the Licensee the right to Reproduce the Fixtures Lists on the terms and conditions of this Agreement.

It is agreed

1 Definitions and interpretation

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

Advance means, subject to clause 6.2, the non-refundable advance payment made in accordance with the provisions of schedule 1

Advertising means any third party sponsorship, promotional or advertising material (including, but not limited to any click-through link) used on or in relation to the Tipping & Bet Comparison Service

Advertising Revenues means any money or monies worth received by or on behalf of the Licensee in respect of any Advertising.

Approved Supplier means a supplier which has the appropriate licence and permissions from the applicable League(s) to supply and distribute the Fixture Lists to third parties

Bookmaker means any entity that on its own account (or as a servant or agent to another entity) carries on the business of receiving or negotiating bets. **Bookmaking** shall be construed accordingly

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

Club means the football clubs that are members of the League(s)

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 are set out in schedule 2

Competition Name(s) means the official sponsored names from time to time of the applicable league and cup competitions organised by the League(s), available on request from DataCo

Customer means any person or entity who places a Football Bet

Event of Insolvency means that the Licensee 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 Licensee; or the Licensee 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 Licensee; 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 Licensee; or an administrator, administrative receiver, receiver or manager is appointed in respect of the whole or any part of the Licensee's assets; or the Licensee 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 Licensee; or the Licensee is subject to an event analogous to any of the above in any other jurisdiction

Expiry Date means 1 June 2012

Fixtures Lists means the lists of Matches played or to be played during the Season of the League(s) and/or club selected by the Licensee in paragraph 2 of the Special Conditions. A reference to the Fixtures Lists includes any part of them and any alterations or additions made to them by the League(s) during the Term

Football Bet(s) means a fixed odds or spread bet made in relation to a Match or otherwise in relation to the Fixtures Lists and includes any peer to peer betting. **Football Betting** shall be construed accordingly

Intellectual Property Rights means any patents, rights to inventions, copyright and related rights, trade marks, trade names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may, now or in the future, subsist in any part of the world

Introduction/Referral Revenues means any money or monies worth received by or on behalf of the Licensee from a Licensed Bookmaker in respect of introductions/referrals which the Licensee makes of Customers from the Tipping & Bet Comparison Service to that Licensed Bookmaker

League(s) means any or all of The Football Association Premier League Limited, The Football League Limited, The Scottish Premier League Limited, and The Scottish Football League as selected by the Licensee in paragraph 2 of the Special Conditions

Licensed Bookmaker means a Bookmaker that holds the appropriate valid and subsisting licence from DataCo to Reproduce (or otherwise use) the Fixtures Lists for the purpose of accepting or settling Football Bets

Logo means any trade mark, badge, insignia, or logo owned or utilised by a League, a Club, DataCo or any football authority but excluding the Competition Name(s) and Competition Logo(s)

Match means a professional football match played under the auspices of one of the League(s)

Nominated Date means each of 30th September; 31st December; 31st March and 30th June in any year during the Term

Nominated Period means the period between consecutive Nominated Dates or such other period which shall run: (a) from the commencement of this Agreement to the next Nominated Date; (b) from the last Nominated Date within the Term to the Expiry Date; or (c) if the Agreement is terminated before the Expiry Date, from the last Nominated Date before termination until the date the termination is effective

Related Organisation means (i) any company which is a subsidiary company of the Bookmaker or the ultimate holding company of the Bookmaker from time to time; and (ii) any company in which any such holding or subsidiary company holds 10% or more of the equity share capital. The terms "subsidiary" and "holding company" have the meanings given to them in s.1159 of the Companies Act 2006

Reproduce means to use, copy, publish, distribute or communicate. **Reproduction** shall be construed accordingly

Revenues means the total of Introduction/Referral Revenues plus Advertising Revenues

Royalty means those non-refundable payments to be paid by the Licensee to DataCo calculated in accordance with the provisions of schedule 1. **Royalties** shall be construed accordingly

Royalty Report means a certificate signed by a qualified accountant detailing the amount of Revenues received by the Licensee in each Nominated Period, a breakdown of the Revenue received and Royalty due

Season means the Matches scheduled to be played during the 2011/2012 season of the league and cup competitions organised by the League(s) commencing with the first scheduled Match and ending with the last scheduled Match but including any extension of that season arranged by the applicable League to accommodate postponed or re-arranged Matches

Term means the period commencing on the date this Agreement is signed and, ending on the Expiry Date or such earlier date where the Agreement has been terminated in accordance with clause 6 (Termination)

Territory means the world

Tipping & Bet Comparison Service means the single editorial website owned and/or operated by or on behalf of the Licensee whereby users of the service can compare the odds and prices offered by various bookmakers in respect of certain events, further details of which are set out in paragraph 1 of the Special Conditions

Unlicensed Bookmaker means a Bookmaker that is not a Licensed Bookmaker

1.2 In addition, in this Agreement:

- (a) the schedules to this Agreement form part of the Agreement and any reference to the Agreement includes them;
- (b) words in the singular include the plural and vice versa and words of any gender include every other gender and references to legal persons shall include natural persons and vice versa; and
- (c) the headings and contents table are inserted for convenience only and shall be ignored in the interpretation of this Agreement.

2 Grant of rights

2.1 In consideration of the Advance and Royalties, and subject to and conditional upon the performance and observance by the Licensee of all the obligations, warranties and undertakings of the Licensee contained in this Agreement, DataCo grants the Licensee the non-exclusive right in the Territory during the Term to Reproduce the Fixtures Lists in the Tipping & Bet Comparison Service.

2.2 Except as authorised by this Agreement, the Licensee shall not (nor authorise or permit any third party to) Reproduce, record, store in a retrieval system, incorporate into a database or transmit the Fixture List in any form or by any means (whether now or hereafter invented) without the prior written permission of DataCo.

2.3 This Agreement does not authorise or permit the Licensee to Reproduce the Fixtures Lists for any Bookmaking on the Licensee's own account or on the Licensee's behalf.

2.4 DataCo and the respective League(s) shall not be liable for any errors or omissions in the Fixtures Lists.

2.5 This Agreement is specific to the individual Licensee and may not be assigned, sub-licensed or otherwise shared with any third party, including, but not by way of limitation, any Related Organisation.

2.6 All rights not expressly granted to the Licensee are hereby reserved to DataCo.

3 Supply of Fixtures Lists

3.1 The Licensee shall acquire the Fixtures Lists from the Approved Supplier set out in paragraph 3 of the Special Conditions.

3.2 The Licensee shall not use any Fixtures Lists which have not been obtained from an Approved Supplier.

4 Licensee obligations

4.1 The Licensee:

- (a) shall pay the applicable Advance and Royalty in accordance with schedule 1;
- (b) shall prepare and submit Royalty Reports to DataCo in accordance with schedule 1;
- (c) shall ensure that it maximises Revenues;
- (d) shall not authorise or permit any third party to Reproduce or otherwise use the Fixtures Lists whether in digital or interactive format (including any website) or otherwise;
- (e) shall Reproduce the Fixtures Lists only on a non transactional/editorial basis;
- (f) agrees that save to the extent to which such information comes within the public domain through no fault of the Licensee, it shall keep the terms of this Agreement and DataCo's financial and other affairs confidential and shall not disclose the same other than as required by law;

- (g) shall not sell or dispose of any Advertising except on normal arms length commercial terms (and not at an undervalue or a discount);
- (h) shall not display or otherwise promote prices, odds or any Advertising relating to Football Bets from Unlicensed Bookmakers;
- (i) shall not make any introduction/referral relating to Football Bets to Unlicensed Bookmakers;
- (j) shall ensure that the Tipping & Bet Comparison Service complies with all relevant applicable laws and regulations;
- (k) shall ensure that the Tipping & Bet Comparison Service does not contain (in the opinion of DataCo acting reasonably) any statement, comment or other material (including, without limitation any Advertising) that:
 - (i) incorporates pornographic material;
 - (ii) uses foul language or blasphemy, is libellous, offensive, obscene or otherwise unlawful;
 - (iii) promotes or offers any unauthorised audio, visual or audio visual material of a Match;
 - (iv) claims or suggests any endorsement, authorisation or approval by DataCo, any Club, League, or football player where no such endorsement exists; and/or
 - (v) is of a type which shall or may damage the goodwill or business of DataCo, the Leagues and/or a Club, their employees or commercial partners

AND shall remove any such statement, comment or other material (including, without limitation any Advertising) as soon as reasonably practicable following written notice from DataCo to do so;

- (l) shall ensure that every Reproduction of the Fixture List reproduces (in a reasonably proximate position) the applicable Competition Logo(s);
- (m) shall promptly upon request, provide to DataCo access to the Tipping & Bet Comparison Service. Such access shall be unrestricted and free of charge;
- (n) shall indemnify and keep indemnified DataCo, the League(s) and the Clubs fully and effectively against any and all liabilities, losses, costs and expenses (including legal costs) suffered or incurred by them arising directly or indirectly as a result of any breach of the terms of this Agreement by the Licensee, its employees, agents or subcontractors;
- (o) shall not authorise or allow any Unlicensed Bookmaker to have any links (whether by click-through, hyper-text or otherwise) between that Unlicensed Bookmaker's website and the relevant page(s) that display the Fixtures Lists within the Tipping & Bet Comparison Service;
- (p) shall not Reproduce the Fixtures Lists on an individual club basis unless the Licensee has indicated that it wishes to do so in paragraph 4 of the Special Conditions; and
- (q) shall not Reproduce any photographs from Matches (or any other material owned or controlled by the League(s)) unless it has obtained the appropriate license or consents to do so.

4.2 In the event of any proposed Change of Control of the Licensee, the Licensee shall, prior to the execution of any legally binding agreement which gives effect to such Change of Control or any part of it, notify DataCo in writing giving full particulars of such Change of Control.

5 Intellectual Property Rights

5.1 The Licensee acknowledges that such Intellectual Property Rights as may exist in the Fixtures Lists belong to the applicable League(s).

5.2 The Licensee shall not claim or assert any Intellectual Property Rights in the Fixtures Lists.

5.3 The Licensee hereby transfers to DataCo by way of future assignment all Intellectual Property Rights in and to the Fixtures Lists which may for whatever reason become vested in the Licensee and the Licensee if and when required

to do so by DataCo undertakes to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to DataCo absolutely.

- 5.4 The Licensee shall not by any act or omission impair or prejudice the Intellectual Property Rights in the Fixture Lists or violate any moral right or deal with the Fixtures Lists so that any third party might obtain any lien or other right of whatever nature incompatible with the rights of DataCo and/or the applicable Leagues in the Fixtures Lists.
- 5.5 The Licensee shall ensure that whenever it Reproduces the Fixtures Lists such Reproduction is accompanied in each case by the following notice and acknowledgement in the Betting Coupons:

"Copyright © and Database Copyright 2011 The Football Association Premier League Ltd / The Football League Ltd / The Scottish Premier League Ltd / The Scottish Football League / Football DataCo Limited / PA Sport (UK) Limited. All rights reserved. No part of this publication may be reproduced, stored in a retrieval system or transmitted in any way or by any means (including photocopying, recording or storing it in any medium by electronic means), without the written permission of the copyright/database copyright owner. Applications for written permission should be addressed c/o Football DataCo Ltd, 30 Gloucester Place, London W1U 8PL."

However, DataCo may consent in writing to the Licensee using the following short form notice instead:

"Reproduced under licence from Football DataCo Limited. All rights reserved. Licence number [to be advised]"

- 5.6 The Licensee shall in all respects co-operate fully with DataCo, at DataCo's expense, both during and after the Term in protecting and maintaining the Intellectual Property Rights in the Fixtures Lists.
- 5.7 The Licensee shall promptly notify DataCo of any suspected infringement of the Intellectual Property Rights in the Fixture Lists which comes to its notice during the Term.
- 5.8 The Licensee shall not replicate or use any Logo without the prior written consent of the appropriate owner of such a Logo.

6 Termination

- 6.1 DataCo shall be entitled to terminate the Agreement immediately by written notice to the Licensee in the event that:
- (a) the Licensee undergoes a Change of Control;
 - (b) the Licensee is in breach of the Agreement and such breach is incapable of remedy;
 - (c) the Licensee 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 Licensee ceases to hold all necessary authorisations, agreements and permits required to provide the Tipping & Bet Comparison Service, it being the Licensee's duty to promptly notify DataCo of such cessation occurring;
 - (f) the Licensee fails to comply with any of the provisions of this Agreement regarding Intellectual Property Rights or the Licensee or any Related Organisation otherwise infringes the Intellectual Property Rights in the Fixtures Lists;
 - (g) the Licensee is (in the reasonable opinion of DataCo) operating as a Bookmaker; and
 - (h) any League removes or restricts DataCo's right to grant licences to use and/or Reproduce the Fixtures Lists.
- 6.2 If the Agreement is terminated in accordance with clause 6.1(h) DataCo shall refund the Licensee a pro-rated proportion of the Advance for the period from the effective date of the termination to the Expiry Date.
- 6.3 With effect from the date of termination of this Agreement:
- (a) all rights of the Licensee under this Agreement shall terminate immediately;

- (b) the Licensee shall cease to use the Fixtures Lists or any part of them; and
- (c) the Licensee shall account to DataCo within 30 days of the effective date of termination for all Royalties payable by the issue to DataCo of a Royalty Report confirming the amount of Revenues received by the Licensee in respect of the period since the last Nominated Date.

7 General Provisions

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.

SECTION 4 – THE SCHEDULES

Schedule 1

Advance & Royalty

1 Advance

- 1.1 Immediately following signature of this Agreement, the Licensee shall pay to DataCo an advance of £500 (five hundred pounds) as an advance against Royalties (**Advance**).

2 Royalties

- 2.1 Subject to paragraph 2.2 of schedule 1, on each Nominated Date (and the Expiry Date), the Licensee shall pay to DataCo a Royalty of 5% of the Revenue in respect of the preceding Nominated Period.
- 2.2 If the Licensee has paid the Advance in accordance with paragraph 1.1 of schedule 1, the Licensee shall not begin paying Royalties until the amount of Royalties accumulated in the Term exceeds the amount of the Advance.
- 2.3 Unless otherwise agreed in writing, the Licensee shall send to DataCo on each Nominated Date a Royalty Report confirming the amount of Revenue received by the Licensee for each preceding Nominated Period together with any Royalty due to DataCo in respect of the preceding Nominated Period.
- 2.4 During the Term and for a period of 5 years afterwards the Licensee shall keep full proper and up to date records relating to its Revenue and shall allow DataCo no more than once in each calendar year to carry out a full audit of the Licensee'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 Licensee resulting in underpayment in excess of 3% in any Nominated Period and in such event the costs shall be paid by the Licensee together with payment of the outstanding amount plus interest from day to day at the annual rate of 5% above the base rate from time to time of Barclays Bank plc from the date such underpayment is discovered up to and including the date the payment is received, both before and after judgement.
- 2.5 The Licensee shall promptly upon request notify DataCo of the dates of its financial year.

3 General

- 3.1 In the event that any sums due under this Agreement are not paid within 7 (seven) days of the due date then without prejudice to DataCo's other rights and remedies such sums shall bear interest from day to day at the annual rate of 5% above the base rate from time to time of Barclays Bank plc from the date such payment is due up to and including the date the payment is received, both before and after judgement.
- 3.2 All payments shall be made in the relevant currency, which shall be UK Pound Sterling unless otherwise stated.
- 3.3 All payments stated are exclusive of VAT, which shall be paid as required by law.

Competition Logos

The Premier League



The Football League



The Scottish Premier League



The Scottish Football League

