



AFC Asian Cup Qatar 2023™

Public Screening Terms & Conditions

1 Introduction

1.1 This document, together with the:

- i. AFC Asian Cup Qatar 2023_Licence Fees for Public Screenings ("**Rate Card**");
- ii. AFC Asian Cup Qatar 2023_Public Screening FAQs ("**FAQs**"); and
- iii. AFC Asian Cup Qatar 2023_Public Screening Request Form ("**Request Form**"),

sets out the terms and conditions (the "**Terms**") which are applicable to all public screening events for matches of the AFC Asian Cup Qatar 2023™ ("**Competition**") in all territories, save except for the Excluded Territories (as defined in the Rate Card).

Organisers who are keen to organise a public screening event in the Excluded Territories shall be required to contact the respective Official AFC Broadcaster in such territories in accordance with the details provided under the Rate Card.

2 Licence for public screening

2.1 An applicant for the public screening licence shall be required to complete the Request Form and email a copy of the signed form to the AFC's Commercial Rights Partner, Asia Football Group "**AFG**", at public.screening@asiafootballgroup.com. A licence is deemed to be granted where expressly confirmed by the AFC in writing (such approval will be shared via email) and the Organiser (being the organiser of the public screening notified to the AFC in the Request Form) (the "**Licensee**") shall ensure it complies with these Terms and any express conditions or instructions of the AFC at all times.

2.2 The licence granted by the AFC is in respect only of the use of a live television signal transmitted by an AFC Media Partner (as defined below) for the relevant country solely for the purpose of screening such television signal live at the public screening(s) to which the licence granted by the AFC expressly relates and for no other purpose or event. The relevant television signal may not be recorded and may not (other than for the live display at the public screening) be made available for viewing or screened, streamed, stored or otherwise transmitted or dealt with in any other way.

2.3 Any and all public screenings require the advance payment of the specified licence fees to the AFC, in accordance with the rates in the Rate Card.

2.4 All applicants shall be solely responsible for the procurement and/or clearance of any permits, rights and licenses relating to any public screening event. The grant of any public screening license is subject always to the applicant obtaining all such necessary consents and clearances.

2.5 All rights not expressly granted in these Terms are reserved by the AFC in its entirety.

2.6 Any licences granted by the AFC are personal to the Licensee and may not be sub-licensed, assigned or transferred. The Licensee must ensure that all relevant third parties involved in any aspect of the public screening are made fully aware of, understand and comply in full of these Terms.

2.7 The email contact for the AFC's list of official AFC Asian Cup Qatar 2023™ sponsors (the "**AFC Commercial Affiliates**") and official AFC Asian Cup Qatar 2023™ merchandise licensees (the "**AFC Merchandise Licensees**") will be provided to the Licensee by AFG upon written request by email to public.screening@asiafootballgroup.com. The contact details of the AFC's media partner ("**AFC Media Partner**") in the relevant territory will be provided by AFG after the grant of public screening licence. The list and contact details will be complete (as at the time of publication) but will be updated from time to time as additional AFC Commercial Affiliates, AFC

Merchandise Licensees, and/or AFC Media Partners may be appointed by the AFC. The AFC makes no representation or warranty as to the accuracy of these details.

3 Organisation of public screenings

- 3.1 The Licensee is solely responsible, at the Licensee's own cost and expense, for all aspects of its public screening(s) (including its organisation and operation and ensuring compliance with applicable laws and regulations). The AFC and its affiliates shall have no responsibility or liability of any kind in this respect.
- 3.2 All information provided during the application process must be accurate and complete. Any material discrepancy or inaccuracy which prejudices the AFC will automatically invalidate any licence granted. The AFC reserves the right to request the Licensee to provide the AFC with any additional information it deems necessary.
- 3.3 No public screenings may be hosted, operated or organised by any person, company or organisation which (in the AFC's opinion) is: (a) a competitor of any AFC Commercial Affiliate and/or AFC Media Partner in the relevant country; and/or (b) an entity described in Clause 6.1 below. This applies whether or not the public screening is hosted, operated or organised by such competitor itself, or by any related entity (whether affiliates, appointed event or other agencies or any other third party on their behalf).

4 No Rights of Association and No Right to use any Competition Marks and AFC Marks or Materials

- 4.1 No right is granted to associate the Licensee or any third party with the AFC, the Competition or any entities related to the AFC (including without limitation, the local organizing committee of the AFC Asian Cup Qatar 2023™ and any participating member associations). No public screening or any associated activities may be conducted with the intention or objective of creating an association (direct or indirect) with the AFC and/or the Competition. The AFC operates an active anti-ambush marketing programme, and the Licensee must comply with any express instructions of the AFC in this regard. Conditions for the involvement of third parties (including in respect of commercial and/or promotional activities) are set out in paragraph 5 below.
- 4.2 No marks, logos, emblems, designs, artwork or other materials belonging to the AFC may be used by the Licensee or any third party involved in the public screening. This specifically includes the official logos, emblems, mascots, trophy, artwork and other materials relating to the Competition and the AFC.
- 4.3 The public screening events itself may not be referred to as the "AFC Asian Cup Qatar 2023™ Event" or such other related derivations so as to suggest or infer that it is an official event organised by the AFC or relating to the Competition.
- 4.4 All intellectual property and proprietary rights in respect of the Competition (including without limitation the marks, logo, mascots and/or trophy of the AFC Asian Cup Qatar 2023™), the AFC and the broadcast signals of the match belong to the AFC.

5 Sponsorship Opportunities

- 5.1 Any and all commercial opportunities (e.g., sponsorship, advertising or otherwise) may be offered or granted to AFC Commercial Affiliates only, and no other third party may be offered any such commercial opportunities in relation to public screenings by the Licensee.
- 5.2 Where the Licensee has been notified by the AFC that a new entity has been appointed as an AFC Commercial Affiliate, the Licensee shall make any commercial opportunities which remain

unsold at the relevant time available to such new AFC Commercial Affiliate in accordance with the procedure above.

6 Third Party involvement in public screening

6.1 The Licensee may procure the services of third parties for a public screening event, provided always that no services may be engaged by the Licensee from, or opportunities offered or granted by the Licensee to, any third party:

- whose principal business is the sale or promotion of any tobacco-related products, hard liquor, pornographic material, violent or abusive products or materials, gambling or betting services or products;
- which promote or disparage any political views, ideologies or parties;
- which, in the AFC's reasonable opinion, may be offensive, indecent or encourage behaviour which is offensive or indecent or which promote disparaging views or behaviour relating to any individual's or group's colour, race, nationality, ethnic or national origin, sex, sexual orientation, marital status, religion, age or disability; and/or
- which, in the AFC's reasonable opinion, may damage the reputation or image of Asian football, the AFC, the AFC's members and/or any AFC Commercial Affiliate, AFC Merchandise Licensee or any AFC Media Partner.

Food and Beverage

6.2 Food and beverages may be distributed at public screening events provided that no product or manufacturer branding or logos may appear on any material or equipment (including, for example only, fridges, cups, parasols or bunting) except that limited references to the relevant products being sold may be made on any menu board or other similar item in an industry standard to the minimum extent required to enable customers to be able to identify the relevant product.

Merchandise

6.3 Merchandise related to or bearing any marks of the AFC and/or AFC Asian Cup Qatar 2023™ may not be sold or distributed at the public screening in any manner. In the event the Licensee wishes to sell or distribute any official AFC and/or AFC Asian Cup Qatar 2023™ branded merchandises, the Licensee shall reach out to the AFC Merchandise Licensee to procure such merchandise.

Other entertainment

6.4 Non-commercial general entertainment shall be permissible. No entertainment or media services may be provided by competitors of: (a) any AFC Commercial Affiliate; and/or (b) the official AFC Media Partner for the AFC Asian Cup Qatar 2023™ in the relevant country.

General

6.5 Neither the Licensee nor any third parties involved in the public screening may act in any manner which is inconsistent with the principles outlined above.

6.6 All opportunities must be in compliance with applicable laws, regulations and these Terms

(including, without limitation, paragraph 6 below).

- 6.7 If requested at any time by the AFC, the Licensee must promptly provide the AFC with full written details of all opportunities made available to the AFC Commercial Affiliates including the dates upon which such opportunities were offered.
- 6.8 Notwithstanding any other provision of these Terms, AFC Commercial Affiliates involved in the public screening shall not be prevented from exercising, for their own benefit, any rights expressly granted directly by the AFC to such AFC Commercial Affiliates, which may include the use of official marks and associations.
- 6.9 Any products or services utilised in connection with a public screening event shall not bear any commercial branding and/or infer an association to the Competition or the AFC.
- 6.10 In the event any of the AFC Commercial Affiliates operate within relevant product and service categories relating to public screening events (e.g., food and beverages), the Licensee shall, before engaging any other parties in relation to commercial and/or service opportunities, first propose and offer such commercial and/or service opportunities in good faith to the relevant AFC Commercial Affiliates and shall negotiate exclusively with such entities in good faith for a period not less than 10 days from the date such proposal is received by the relevant AFC Commercial Affiliate.

7 Screening Requirements

Protected Window

- 7.1 No advertising or other identification of anyone (other than AFC Commercial Affiliates or the AFC Media Partner in the relevant country) may be displayed on (or in front of) the screen during the period:
- (a) from 10 minutes before kick-off of the relevant match (for the opening match and the final match, the period starts 10 minutes before the start of the (opening/closing) ceremony which precedes the match);
 - (b) including the entire half time of the relevant match; and
 - (c) ending 10 minutes after the end of the match (for the final match, the period ends 10 minutes after the end of the trophy presentation).

The above does not apply to any advertising or other identification included in the live match programme signal as provided under paragraph 6.2 below.

Live Match

- 7.2 The Licensee may only screen (on a live basis) the live match programme signal as transmitted by the relevant AFC Media Partner for the relevant match in the relevant country. The transmitted signal and picture may not be modified or manipulated in any way, whether by deleting, adding to or changing any element of the picture. For the avoidance of doubt, the AFC Media Partner may charge a technical fee for the access of such live match programme signal.
- 7.3 The live match programme must be screened (without interruption) on the relevant screen(s) during the period commencing 10 minutes prior to kick-off of the relevant match until 10 minutes after the final whistle of that match. For the opening match and final match, the relevant screening must commence 10 minutes before the start of the (opening/closing) ceremony which precedes the match and for the final match, end no earlier than 10 minutes after the end of the

trophy presentation.

Other Requirements

- 7.4 The Licensee must ensure (as far as reasonably practicable) that attendees have a clear and unobstructed view of the relevant screens.

8 General

- 8.1 The Licensee shall co-operate with the AFC in good faith in respect of any matter relating to the public screening event, including promptly providing all such information as the AFC may reasonably request. In addition, the Licensee shall, if requested by the AFC, immediately submit to the AFC photographic or video evidence of their public screening events.
- 8.2 Upon request, the Licensee shall provide the AFC with the necessary infrastructure for the AFC (and/or the AFC's appointed supplier(s)) to film at the public screening event, consisting of, at least, parking for one (1) technical vehicle, a secured position for the installation of a camera (including operator) with an unrestricted view of the screen and/or the attendees of the public screening. Furthermore, the Licensee shall provide the AFC (and/or the AFC's appointed supplier(s)) with reasonable assistance in respect of any security matters relating to the AFC's (and/or the AFC's appointed supplier(s)) staff and/or equipment. Prior to the AFC (and/or the AFC's appointed supplier(s)) coming on-site, the AFC and the Licensee shall discuss in good faith the practical implementation of such filming (e.g., location, security measures required, informing attendees etc.).
- 8.3 The Licensee must promptly notify the AFC of any changes and/or updates to information previously submitted relating to the public screening(s) events and/or the Licensee's licence, including details of any public screenings that are not held. The AFC reserves the rights to reconsider the Licensee's application or withdraw any licence granted upon receiving such changes and/or updates.
- 8.4 The Licensee shall indemnify, defend and hold the AFC, its employees, agent, Commercial Affiliates, appointed suppliers (including its affiliates) harmless from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) which may arise as a result of or in connection with any of the Licensee's public screenings and/or any breach of these Terms. The grant of public screening licence by the AFC is not an approval or grant of rights of any other matter other than strictly the requested use of the specific AFC owned intellectual property rights contained in the television signal used at the public screening to which the licence relates.
- 8.5 All payments of required licence fees are on a non-refundable basis. The Licensee agrees that there is no entitlement to any refund or return of any licence fee (in whole or in part) whether in relation to any non-occurrence of any public screening, any termination, suspension or revocation of the relevant licence or any other reason whatsoever. Unless otherwise stated, all licence fees are payable in US dollars (USD).
- 8.6 The AFC may immediately suspend, revoke and/or terminate any licence granted if the Licensee fails to observe any of these Terms, local laws and/or the AFC's instructions. All licences shall automatically expire following the final match of the AFC Asian Cup Qatar 2023™ as initially granted by the AFC.
- 8.7 Any delay or failure by the AFC in exercising any right or remedy under these Terms shall not be a waiver by the AFC of that, or any other, right or remedy.
- 8.8 If any provision of these Terms is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of these Terms will remain in full force and effect and

will not in any way be impaired.

- 8.9 Termination, suspension and/or revocation of any licence shall not affect any rights accrued by the AFC prior to and including the date of termination, suspension or revocation, and/or any terms intended expressly or by implication to survive termination.
- 8.10 The AFC shall not be liable to the Licensee for any indirect or consequential losses or any (direct or indirect) losses of revenue or profits in respect of or in connection with these Terms and/or any public screening. In no event shall the AFC's aggregate liability to the Licensee (whether in contract, tort or otherwise) exceed an amount equal to the licence fees paid to the AFC in respect of the relevant public screening.
- 8.11 The AFC reserves the right to amend or change these Terms from time to time. Any such amendments or changes shall be notified to the Licensee by e-mail to the address set out in the relevant application.
- 8.12 The parties do not intend any provisions of these Terms to be enforceable by any person who is not a party to the public screening licence granted to the Licensee. Accordingly, a person who is not a party to the public screening licence granted to the Licensee by the AFC has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.
- 8.13 All licences and these Terms shall be governed by and interpreted in accordance with the laws of England and Wales.
- 8.14 Each party irrevocably agrees that any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the public screening licence granted to the Licensee and these Terms or their subject matter or formation that cannot be finally resolved by negotiation between the parties within a 30 day period shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (SIAC) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre, which rules are deemed to be incorporated by reference into these Terms. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. Nothing in these Terms will prevent the AFC from seeking equitable relief from any court of competent jurisdiction and any such request will not be deemed incompatible with the agreement to arbitrate, or a waiver of the right to arbitrate. The parties waive any requirements for security for obtaining any equitable relief.



AFC
ASIA FOOTBALL GROUP

