

MARKETING REGULATIONS FOR ORGANISING ASSOCIATIONS OF THE AFC Women's Futsal Championship 2015

CONTENTS

DEFINITIONS

1. Objective and Scope
2. Ownership of the Commercial Rights
3. Grant of the Commercial Rights
4. Competition Data and Digital Media
5. Exploitation of the Media Rights
6. Exploitation of the Sponsorship Rights
7. Competition Marks
8. Ticketing
9. Advertising Collateral and Promotional Items
10. Hall and Host City Dressing
11. Reporting
12. Infringement of the Regulations
13. New Requirements
14. Competition Regulations and AFC Hall Regulations
15. Matters Not Provided For

APPENDIX 1: Official Graphic Guidelines

DEFINITIONS

In these Marketing Regulations, capitalized items shall have the following meanings, unless the context specifically indicates otherwise:

Advertising Rights	The right to promote brand and/or corporate names and/or products and/or services at and/or in relation to the Competition by whatever means available, whether existing now or to be developed in the future, whether at the Hall or Facility Areas or within the Controlled Access Areas, in association with the Competition Marks and/or AFC Marks, by in-Hall/out-Hall perimeter signage and other advertising, digital signage and screens, closed circuit television, equipment usage or other methods and through printed matter (including digitally delivered printed matter) such as programmes, posters, letterheads, press releases, newsletters and Tickets, and subject to any AFC regulations the right to display such advertising on the clothing or footwear worn, or on any equipment used, carried or transported by officials (including for the avoidance of doubt referees and linesmen), medical and security staff, ball boys, player escorts, flag bearers and/or photographers. The display of the name and/or logo of the bona fide supplier of clothing on the strip of the uniforms of the officials are also included. For the avoidance of doubt, advertising on the strip of Participating Players is excluded, other than where it is the trade mark of the bona fide manufacturer and is in accordance with any FIFA and/or AFC regulations. Similarly, branding on any equipment, goods and/or services used in connection with a Competition, save where supplied by a Licensee, may only include customary branding of the bona fide manufacturer and may not be associated in any way with the Commercial Rights.
AFC	The Asian Football Confederation.
AFC Delegation	(i) AFC staff; (ii) Match Officials; (iii) AFC Committee members; (iv) AFC guests; and (v) Referees.

AFC Marks	All design marks, slogans, designations, names, logos, insignia, emblems or devices (in any application) owned and/or controlled by the AFC (in any language) relating to the AFC itself, but excluding the Competition Marks.
AFC Website	http://www.the-afc.com
Broadcaster	Any entity, including the Host Broadcaster, which has acquired from the AFC or Organising Association, any rights in relation to the Media Rights of the Competition.
Commercial Rights	Advertising Rights, Concession Rights, Hospitality Rights, Image Rights, Media Rights, Merchandise Rights, Promotional Rights, Sponsorship Rights, and Travel and Tour Rights.
Competition	The AFC Women's Futsal Championship 2015 hosted by the Organising Association, including without limitation all Matches as set out in the Match Schedule, including all qualifying and Playoff Matches, all activities on the Pitch (other than Matches), opening ceremonies, presentation or closing ceremonies, press conferences or Official Functions connected therewith.
Competition Data	Any and all information related to the Competition, including fixture lists, Image Rights, information and/or statistics about the Participating Teams and/or Participating Players, information and/or statistics about their participation and/or performance in the Competition, Match analysis, Referee decisions, and any other information in relation to the Competition.
Competition Marks	<p>Either cumulatively, or individually:</p> <p>(i) the competition logo officially adopted by the AFC as a visual design symbol of the Competition;</p> <p>(ii) any mascot officially adopted by the AFC for the Competition;</p> <p>(iii) any two-dimensional representation of the Competition trophy;</p> <p>(iv) the Competition Title; and/or</p> <p>(v) any and all current and future trademarks, and/or logos,</p>

	and/or copyrights and/or designs whether or not registered or applied for and whether registered in part or in whole including any present and/or future names, designations, symbols, logos or identifying music or sounds of the AFC or the Competition, the AFC Fair Play name and device mark, and other artistic and autographic representations in one, two or three dimensional proportions used by or in association with the Competition.
Concession Rights	Sampling, vending, display and other distribution methods and payment methods connected therewith for and of products or services, including pourage rights at the Hall and Facility Areas.
Controlled Access Areas	<p>(i) any Hall;</p> <p>(ii) any Official Training Site;</p> <p>(iii) any official hotel (public areas being excepted) to the extent agreed in an executed hotel agreement;</p> <p>(iv) any official exclusion zone encircling a Hall on a Match day;</p> <p>(v) any official parking area, accreditation centre, international broadcast compound, and/or hospitality area;</p> <p>(vi) the venue of any Official Function;</p> <p>(vii) any official AFC fan park;</p> <p>(viii) Facility Areas; and/or</p> <p>(ix) any other location and/or facility designated by the AFC as a Controlled Access Area and to which access is permitted only to those in possession of an Accreditation Card, Ticket, and/or other officially-sanctioned entry permit.</p>
Digital Media	Any digitalised media (including the AFC Website and any related Competition website) created by AFC in relation to the Competition, including but not limited to any mobile website, mobile application (app), online video channel, data product, photo-sharing account, social media account, and any further form of digital media developed herewith.
Facility Areas	The location of Official Functions, ceremonies, press centres, ticket offices, competition hotels, media areas (including without limitation areas used for viewing of any public

	exhibition), sponsor village areas (including without limitation “AFC fan park” areas, and areas used for the activation of the Commercial Rights), official hospitality areas (including without limitation areas used for the exploitation of the Hospitality Rights), and information centres controlled by or on behalf of the AFC and used in connection with the Competition whether at the Hall or elsewhere at the Venues.
FIFA	The Federation International de Football Association.
Fixed Media	Any magnetic, electronic or digital storage device or method including without limitation DVD, VHS, or CD-ROM.
Football Association	The controlling body for football within a country of territory recognised by the AFC.
Force Majeure	Any event affecting the performance or any provision of these Regulations arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a party, and shall include but not be limited to abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, structural damage, epidemic or other natural disaster, failure or shortage of power supplies, war, terrorist action, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, or civil commotion.
Hospitality Rights	The opportunity to offer and sell hospitality and entertainment facilities at the Venues or within the Controlled Access Areas in combination with the Tickets as may be purchased from the Organising Association whether such facilities are in boxes, marquees or otherwise, but excluding those private facilities reserved for AFC officials and its guests not forming part of the Commercial Rights.
Host Broadcaster	The organisation appointed by the AFC to ensure and provide the production of the broadcast signals of the Matches and other events of the Competition, and the provision of all related services in accordance with the Media Rights.
Host City	Any city and/or identifiable metropolitan area in which any Match is staged.
Host Country	The territory of the Organising Association where Matches are staged.

Image Rights	The right to use still and/or moving images and/or representations of images of Participating Teams and Participating Players, all members of the AFC Delegation, Team Official Delegations, and Match Officials, forming part of the Competition.
Licensee	Any entity to which the AFC or the Organising Association has granted any aspect of the Commercial Rights in respect of the Competition, including without limitation Official Sponsors, Official Supporters, and Official Media Partners.
Match	A football match in its entirety (including a replayed and/or deferred football match, extra time, and penalty kicks) which takes place as part of the Competition in accordance with the Match Schedule.
Match Officials	<p>Individually or collectively, any official appointed to one of the following roles in relation to any aspect of a Match in the Competition:</p> <ul style="list-style-type: none"> (i) Referees (separately defined below); (ii) Head of Delegation; (iii) Head of Administration; (iv) AFC General Coordinator; (v) AFC Match Commissioner; (vi) Referee Assessor; (vii) Media Officer; (viii) Security Officer; (ix) Medical Officer; (x) Technical Study Group Officer; and, (xi) any other official designation which the AFC deems to be required.
Match Schedule	The official schedule which sets out, without limitation, the

	dates and times on which Matches will be played, the Hall at which the Matches will be played, and the names of the Participating Teams.
Media	Any individual entitled to a media Accreditation Card as determined by the AFC.
Media Rights	The right and license to produce, edit, and transmit, for intelligible reception throughout the world in any language and in any format, and on any platform including film, Fixed Media, Digital Media, games, internet, public exhibition, radio, mobile, and television, visual, audio-visual, and/or audio signal and/or image or recording (including without limitation the basic feed, multi feeds, additional feeds, audio feeds, a feed incorporating competition data, basic feed, and unilateral feeds) of the Competition, and all interview activities and action during and forming part of the Competition including Official Functions and the Image Rights by any and all means of transmission distribution, exhibition and reception, now existing or hereinafter developed including but not limited to analogue, digital, satellite cable and interactive communication systems, on a live, delayed, and unlimited repeat basis, in full or in part (including without limitation by way of clips and/or highlights and/or support programmes and/or magazine shows and/or news access), and all rights to exploit any and all commercial opportunities (including for example broadcast sponsorship and commercial airtime opportunities) arising from and/or in connection with such rights.
Member Association	A Football Association which is a member of the AFC.
Merchandise Rights	The right to exploit the Competition Marks and/or Official Status in connection with the promotion, manufacture, packaging, distribution and sale of goods and services of all kinds, including items of clothing, coins, medals, other collectibles and premiums related to the Competition.
Neutral Venue	<p>Any Venue that is hosting a Match or Matches in the Competition where the representative team of the Organising Association is not participating.</p> <p>Where the representative team of an Organising Association is participating in a centralised group in the Competition, the Venue of those Matches shall not be considered neutral for the purposes of this definition.</p>

Official Function	<p>Any event which is officially organised or sanctioned by the AFC in connection with the Competition.</p> <p>For the avoidance of doubt, this expressly includes, without limitation, all matches and/or events held at Official Training Sites, the opening ceremony, the closing ceremony, any AFC gala dinner, lunch, or banquet, cultural events, official press conferences, and launch events.</p>
Official Graphic Guidelines	The official guidelines issued by the AFC in relation to the use and application of the Competition Marks, set out as Appendix 1 to these Regulations.
Official Training Site	Any site designated by the Organising Association and approved by the AFC for use by the Participating Teams throughout the duration of the Competition for training purposes.
Organising Association	A Member Association approved by the AFC to organise, stage, and host Matches in the Competition.
Participating Official	Any official who is registered as part of a Team Official Delegation in the Competition.
Participating Player	Any played who is registered as part of a Team Official Delegation in the Competition.
Participating Team	Any representative team of a Member Association that is approved by the AFC to participate in the Competition.
Premiums	Any promotional item (including packaging, labeling and/or containers thereof) which incorporates a mark and/or logo of AFC and/or the Competition, and which is distributed free of charge or via prize competitions.
Promotional Rights	Any rights to official publications, official suppliers, official products, sales promotion including but not limited to the right to organise promotional competitions (including without limitation any sweepstakes or lotteries) and to make awards and give prizes, official music rights, the right to use an official designation and all other rights of commercial value in regard to the Competition.
Proprietary Interests	Without limitation, intellectual property, copyright and

	analogous rights, trademark rights, moral rights, performing rights, personality rights and all remedies available under the applicable laws of unfair competition comprised in the Commercial Rights. For the purpose of this definition “moral rights” shall mean a privilege, right or claim which is based on moral considerations or ethical principles and which should be recognised by law, but which may not be legally imposed or enforced as such.
Regulations	These Marketing Regulations for the Organising Associations of the AFC Women’s Futsal Championship 2015.
Sponsorship Rights	An association with the Competition by any combination of Commercial Rights.
Hall	<p>Any Hall at which a Match is played. For the avoidance of doubt, this includes:</p> <ul style="list-style-type: none"> (i) the entire premises (to the extent that a valid Accreditation Card or Ticket is required in order to gain access) of a Hall facility inside the outer Hall perimeter fence and (on Match days and any day on which any official Team practice session takes place within the Hall), the aerial space above such Hall premises; (ii) parking facilities; (iii) VIP and hospitality areas (including any hospitality village); (iv) the media tribune; (v) concessions areas; (vi) commercial display areas; (vii) buildings; (viii) the Field of Play; (ix) any broadcast compound or Hall media centre; (x) any stands; and, (xi) any areas beneath the stands.
Territory	The world.

Ticket	A pass providing access to a venue for the purpose of attending either a Match or Official Training Site or Official Function.
Ticketing	All operational measures to provide Tickets to all spectators of every Match and for Official Functions of the Competition allowing them to enter the Hall or a Venue. Ticketing shall include the management of the operation necessary for the production, sale, distribution, delivery and payment of the tickets of the Competition.
Travel and Tour Rights	The exclusive right to organise and/or sub-license official travel and tour activities in relation to the Competition, which travel and tour activities shall, for the avoidance of doubt, include the provision of Tickets to a Match and/or Official Function of the Competition.
Venue	The Host City and immediately surrounding area in which a Hall is located.

For the purposes of these Regulations, and provided the context so permits:

- (a) the singular shall include the plural and vice-versa;
- (b) the masculine gender shall include the feminine and vice-versa;
- (c) reference to natural persons shall include any legal person or corporation;
- (d) references to the AFC shall include its successors and permitted assigns and, in relation to the availability of the Commercial Rights, its respective Member Associations, national football associations, and AFC Committees.

1. Objective and Scope

- 1.1. These Regulations govern the exploitation of the Commercial Rights in relation to the AFC Women's Futsal Championship 2015 (hereinafter, **Competition**) by one (1) or more Organising Associations.
- 1.2. Any and all such exploitation and activation by an Organising Association is subject always to the prior written approval of the AFC.

2. Ownership of Commercial Rights

- 2.1. Organising Associations and Participating Teams acknowledge and agree that the AFC solely owns and exclusively controls the Commercial Rights relating to the Competition within the Territory.
- 2.2. Organising Associations and Participating Teams agree to ensure that no individual, company, and/or commercial or corporate entity shall use and/or exploit the Commercial Rights in any way which is likely to draw and/or infer an association to the Competition and/or any of the Licensees appointed by the AFC or the Organising Association and hereby acknowledge that only the Licensees shall be accorded the right to exclusively associate themselves to the Competition.

3. Grant of the Commercial Rights

- 3.1. The AFC hereby grants the Organising Association(s) an exclusive licence to exploit, and/or grant the Licensees, including without limitation Broadcasters, the right to exploit all Commercial Rights relating to the Competition within the Territory.
 - 3.1.1. This exclusive licence is subject to any reservation of rights by the AFC contained within other Articles of these Regulations.
 - 3.1.2. For Matches played in Neutral Venues, the AFC shall retain and exclusively exploit all Commercial Rights.
- 3.2. The term of this grant shall commence upon the confirmation in writing by the AFC of the appointment of an Organising Association to host Matches in the Competition and shall be completed thirty (30) days after the final Match hosted by the relevant Organising Association.
 - 3.2.1. Organising Associations shall not be granted any right to exploit the Commercial Rights outside of this defined period except with the prior written approval of the AFC.
- 3.3. Prior to commencing any activities related to the Commercial Rights, each Organising Association shall submit a written, comprehensive plan that sets out their proposed commercial and sponsorship activities for the approval of the AFC.

- 3.4. Organising Associations agree to accept all liability for any breach of their obligations pursuant to these Regulations, in particular, in respect of the Commercial Rights, or any infringement of the Commercial Rights which may constitute a breach of the exclusive rights which are owned by the AFC.

4. Competition Data and Digital Media

- 4.1. The AFC reserves all rights relating to Competition Data and the exploitation of the Commercial Rights on Digital Media.
- 4.2. For the avoidance of doubt:
 - 4.2.1. Organising Associations are prohibited from publishing an official website and/or providing any content to media or organizations for commercial usage without the prior written approval of the AFC; and
 - 4.2.2. the AFC reserves the exclusive right, to the exclusion of all others, to host and manage the official website for the Competition, which shall be in the form of a section on the AFC Website.

5. Exploitation of the Media Rights

- 5.1. The AFC acknowledges and agrees that the Organising Associations may licence the Media Rights to any entity throughout the Territory (including within the territory of the Host Country) subject always to the prior written approval of the AFC.
- 5.2. Organising Associations shall make the international signal of each Match available for satellite up-link and satellite segments booking to international broadcasters, particularly those international broadcasters domiciled within the countries of the Participating Teams.
- 5.3. Organising Associations shall ensure the distribution of the clean feed to international broadcasters, whether through sale or free distribution, to ensure the promotion of the Competition.

6. Exploitation of the Sponsorship Rights

- 6.1. Organising Associations shall not exploit the Sponsorship Rights with any entity whose business falls within the following industries:
 - 6.1.1. tobacco;
 - 6.1.2. alcohol products (if prohibited by the national law of the Host Country);
 - 6.1.3. gaming services; and
 - 6.1.4. any other industries which, in the sole discretion of the AFC, are deemed inappropriate to be commercially associated with the Competition.

6.2. In accordance with Article 3.3, Organising Associations shall submit a list detailing the proposed sponsorship categories to the AFC for its written approval.

7. Competition Marks

7.1. The Organising Associations acknowledge and agree that the AFC is the owner and sole proprietor of all Competition Marks.

7.2. Where published by an Organising Association, the Competition Marks shall incorporate the appropriate copyright notices and/or trademark legend(s) as instructed in writing by the AFC.

7.3. Organising Associations are hereby granted permission to utilise the relevant Competition Marks listed below for editorial, promotional and/or commercial purposes:

7.3.1. the Competition logo; and

7.3.2. the Competition trophy.

7.4. The Competition Marks may be obtained upon request from the AFC. Use of the Competition Marks is subject to the Official Graphic Guidelines set out at Appendix 1 of these Regulations.

7.5. The Organising Associations acknowledge and agree that Licensees may, where reasonable and practical, utilise the Competition Marks for their promotional activities in relation to the Competition.

7.6. For the avoidance of doubt, Organising Associations and Licensees are not granted any right to utilise or refer to the AFC Marks, including without limitation the AFC logo.

8. Ticketing

8.1. The AFC shall provide the Organising Associations with a template Ticketing artwork for all Ticket categories, including without limitation VVIP and VVIP invitations. This template shall be utilised for all Tickets produced by the Organising Associations.

8.2. Organising Associations are hereby granted the right to produce and sell Tickets to the Matches played on the territory of the Host Country to the general public. Organising Associations are hereby granted the right to retain all revenues from the sale of said Tickets.

9. Advertising Collateral and Promotional Items

9.1. Organising Associations are entitled to produce advertising collateral and promotional items associated with the Licensees, including without limitation:

- 9.1.1. an official programme;
 - 9.1.2. official Competition merchandise;
 - 9.1.3. Premiums;
 - 9.1.4. advertising boards within Hall;
 - 9.1.5. city billboards;
 - 9.1.6. lamp banners;
 - 9.1.7. welcome towers; and
 - 9.1.8. backdrops for press conferences and flash interviews.
- 9.2. All costs related to the advertising collateral and promotional items, including without limitation any costs relating to (where applicable) production, installation, maintenance and removal, shall be the sole responsibility of the Organising Associations.
- 9.3. Organising Associations shall not publish or distribute any advertising materials and/or Premiums without the prior written approval of the AFC.
- 9.3.1. Any request for approval by an Organising Association shall include, where applicable, samples of the relevant materials or Premiums.
 - 9.3.2. The AFC shall advise the relevant Organising Association of its approval or disapproval within ten (10) working days of receipt of the request. Any such decision is final and binding and not appealable.
 - 9.3.3. Should the AFC fail to respond within the ten (10) working day period, the request shall be deemed to be approved.
- 10. Hall and Host City Dressing**
- 10.1. Organising Associations are permitted to produce and install dressing for any Hall and the Host City, including without limitation, by way of example:
- 10.1.1. exterior tier dressing (Hall);
 - 10.1.2. within player tunnels;
 - 10.1.3. within locker rooms;
 - 10.1.4. within press conference rooms;

- 10.1.5. within the media center;
 - 10.1.6. on team benches;
 - 10.1.7. on substitution panels;
 - 10.1.8. lamp post banners;
 - 10.1.9. within the Media Tribune;
 - 10.1.10. within the VVIP entrance and reception area;
 - 10.1.11. signage and access boards; and
 - 10.1.12. barricades
- 10.2. Organising Associations are permitted to utilise:
- 10.2.1. the Competition Marks; and
 - 10.2.2. their association with the Licensees,
- for the dressing of Hall and the Host City.
- 10.3. All costs related to the dressing of any Hall and Host City shall be the sole responsibility of the Organising Associations.

11. Reporting

- 11.1. Organising Associations shall submit the below reports in accordance with the stipulated timelines:

Television Broadcasting Report: Domestic and International Broadcast Schedules

- 11.1.1. Contents: station name; broadcast territory; date and time of broadcast; transmission media (e.g. terrestrial, satellite, or cable); broadcast mode (e.g. free-to air, pay, or pay-per-view); and nature of transmission (e.g. live, delayed, or repeat);
- 11.1.2. Delivery: latest ten (10) days before the Competition.

Sponsorship Status Reports

- 11.1.3. Contents: company names; sponsorship categories; industries; and sponsor benefits and obligations;

11.1.4. Delivery: latest twenty (20) days before the Competition.

Final Report

11.1.5. Contents: sponsor activities with photos; LOC activities; television distribution data, and commercial sales information;

11.1.6. Delivery: latest one (1) month after the final Match of the Competition.

12. Infringement of the Regulations

12.1. An infringement of these Regulations by any Organising Association, Participating Team, Participating Player, or Participating Official shall be referred to the AFC Disciplinary Committee for its decision.

12.2. The AFC reserves all legal rights and shall take all necessary legal and other steps to prevent and prohibit unauthorised companies, including commercial partners of the Organising Associations, Participating Teams, Participating Players and/or Participating Officials from commercially identifying with or otherwise exploiting the Competition. The Organising Associations shall assist the AFC to resolve any intellectual property infringements or ambush activities involving their commercial partners.

12.3. The AFC shall not be held liable for any losses, fees, damages, or any costs whatsoever, which may arise as a result of the need for an Organising Association, Participating Team, Participating Player, or Participating Official to amend or renegotiate its agreements with its commercial partners as a result of the requirements contained in these Regulations.

13. New Requirements

13.1. The AFC reserves the right to introduce new marketing requirements at any stage in the Competition.

13.2. The AFC will inform the Organising Associations in writing of any developments in the exploitation of the Commercial Rights which may result in the imposition of additional marketing requirements.

14. Competition Regulations and AFC Hall Regulations

14.1. These Regulations are subject to the related provisions contained within the relevant Competition Regulations and AFC Hall Regulations.

- 14.2. Where there are any discrepancies between the same matters set out in these Regulations and the Competition Regulations, the Competition Regulations shall prevail to the extent of any inconsistency.

15. Matters Not Provided For

- 15.1. Matters not provided for in these Regulations and cases of Force Majeure shall be decided by the AFC Marketing Committee, whose decisions are final and binding and not appealable.

APPENDIX 1: OFFICIAL GRAPHIC GUIDELINES

For further information, please contact the Marketing Operations Department:

Asian Football Confederation
AFC House, Jalan 1/155B, Bukit Jalil
57000 Kuala Lumpur
marketing@the-afc.com