

Extract of the FIFA Terms & Conditions for the 2010 FIFA World Cup South Africa™

7. Sound and Image Recordings

7.1 Any Accredited Party attending a Venue agrees (to the extent permitted by applicable laws) that the FIFA World Cup is a public event and thus agrees that use may be made, free of charge, of his/her name, voice, image, likeness and other biographical details by means of live or recorded audio/video display, broadcast or other transmission or recording, photographs or any other current and/or future media technologies and accordingly waives any claim against FIFA and the OC for the use by FIFA and the OC of any Accredited Party's name, voice, image, likeness and other biographical details.

7.2 Authorised Media Licensees of the FIFA World Cup

The provisions of Sections 7.3 to 7.8 below do not apply to the representatives of authorised media licensees (e.g. television broadcasters, new media licensees) of the FIFA World Cup. Such media licensees are requested to refer to their agreements with FIFA and other applicable documentation issued from time to time by FIFA with respect to the terms and conditions applying to the use of sound and images from the Matches.

7.3 General Prohibition

Except as provided in Sections 7.4 to 7.6 below, each Accredited Party is prohibited from:

- (i) recording and/or transmitting (over any media, including, without limitation, radio, television, the internet and mobile devices such as mobile telephones and PDAs) any sound (including commentary) and/or image (whether moving or still) of the Venue, attendees or any activity at any Match for any commercial or non-private use purposes; and
- (ii) assisting any other person or entity to record and/or transmit any sound (including commentary) and/or image (whether moving or still) of the Venue, attendees or any activity at any Match for any commercial or non-private use purposes.

7.4 Printed, Non-Electronic Permitted Publications

Notwithstanding the provisions of Section 7.3 above, Accredited Parties may record and/or transmit still photographic images for publication in printed, hard-copy non-electronic Permitted Publications, provided that:

- (i) images are published for editorial news reporting purposes only;
- (ii) images are not used in association with the names, marks, symbols or logos of any commercial entity; and
- (iii) no alteration or manipulation is made of any published image, which: (a) intentionally obscures or removes a sponsor identification image; or (b) adds or overlays onto the image the commercial identification of any third party which is not officially associated with the FIFA World Cup. Except as prohibited by the foregoing, the images may be manipulated by, for example, cropping, overlaying (including with copyright or photographer credits), bleeding and obscuring parts of the image.

7.5 Internet Website Permitted Publications

Notwithstanding the provisions of Section 7.3 above, Accredited Parties may record and/or transmit still photographic images for publication on or in internet website Permitted Publications, provided that:

- (i) they appear as still images (and not as moving images or rapid-sequence streaming or refreshed images, e.g. slideshows of images from the same scene);
- (ii) images are published for editorial news reporting purposes only;
- (iii) images are not used in association with the names, marks, symbols or logos of any commercial entity; and
- (iv) no alteration is made to, and no text or image is superimposed over, any published image which: (a) intentionally obscures or removes a sponsor identification image; or (b) adds or overlays onto the image the commercial identification of any third party which is not officially associated with the FIFA World Cup. Except as prohibited by the foregoing, the images may be manipulated by, for example, cropping, overlaying (including with copyright or photographer credits), bleeding and obscuring parts of the image.

For the avoidance of doubt, the provisions of this Section 7.5 do not permit the recording and/or transmission of still photographic images for publication on or in internet website publications which are viewable by means of mobile technology, and such images may not be individually or collectively exploited, whether directly to consumers or via operators or other intermediaries, using mobile technology, such as, without limitation, via mobile alert services, downloads to mobile devices or MMS messaging. The foregoing restriction shall not prohibit the use of still photographic images in editorial news articles on internet website Permitted Publications which are enabled for WAP access.

7.6 Photographic Agencies

The provisions of Sections 7.4 and 7.5 shall apply to any Accredited Party:

- (i) whose primary business is the sale and/or syndication of photographic images via closed user group, subscription-based online photographic agency distribution websites for the purposes of commercial image sales, distribution and/or syndication (each a "**Photographic Agency**"); or
- (ii) which supplies images to any Photographic Agency.

To this end all Photographic Agencies must clearly bring to the attention of their subscribers the terms of this Section 7, and in particular Sections 7.4 and 7.5 above, prior to their subscribers being allowed access to their images and must require their subscribers to comply with the provisions of this Section 7 as a condition of accessing the Photographic Agency's images. All Photographic Agency images must be accompanied by the appropriate advisory indicating the restrictions on the use of images contained in these Accreditation Terms & Conditions.

In the event that FIFA and/or the LOC notifies a Photographic Agency that any of its subscribers has failed to comply with the provisions of this Section 7, the Photographic Agency will be required to notify the relevant subscriber of its infringing activity and will require the subscriber to provide FIFA and the LOC with a written undertaking (such

undertaking to be received by FIFA and the LOC no more than twenty four (24) hours after receipt of the original infringement notification by the Photographic Agency), pursuant to which the relevant subscriber agrees to adhere to the provisions of these Accreditation Terms and Conditions. In the event of any failure by any such subscriber to provide the appropriate written undertaking, the Photographic Agency will be required to immediately cease the delivery of images from the Venues to the subscriber (whether directly or indirectly). Any continuing non-compliance by the relevant subscriber may result in legal action being taken against the subscriber.

7.7 Secure Transmission

Any and all transmissions of images permitted under this Section 7 shall be made on a secure basis only so as to prevent unauthorised access or viewing.

7.8 Use of Official Marks

Accredited Parties may only use trademarks, logos, emblems and marks associated with the FIFA World Cup in accordance with the guidelines issued by FIFA, unless otherwise expressly permitted in writing by FIFA and, notwithstanding the foregoing, for editorial news reporting purposes only. Accredited Parties shall not engage (either by themselves or with any third party) in any marketing, promotional or any other activities associated with the FIFA World Cup which could result in themselves, or any third party or third party's products, being associated with the FIFA World Cup, without the prior written approval of FIFA. Further, Accredited Parties shall not use any Permitted Publications, in which images are published in accordance with the provisions of this Section 7, in any matter which could result in themselves, or any third party or third party's products, being associated with the FIFA World Cup, without the prior written approval of FIFA.

7.9 Image Rights

Nothing in these Accreditation Terms & Conditions grants any right or consent on behalf of any person appearing in any image taken by Accredited Parties in Venues and Accredited Parties are responsible for determining whether they require any such rights and consents from any such persons and from obtaining any such rights and consents.