



NMC MEMBER (AGENCY) AGREEMENT

DATE OF AGREEMENT: 2015

PARTIES

- A FOOTBALL DATACO LIMITED** ("DataCo") of 30 Gloucester Place London W1U 8PL on behalf of itself and as duly authorised agent severally for and on behalf 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") and each and all of their respective member clubs ("Clubs") during the Term;
- B NEWS MEDIA COALITION** whose address is Stanley House, 87 Barry Road, London SE22 0HR ("NMC"); and
- C european Pressphoto agency b.v.** whose address is am Hauptbahnhof 16, 60329 Frankfurt, Germany ("Agency").

IT IS AGREED THAT:

1 Access to the Stadium

- 1.1 The Agency 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 Agency 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 1.2 the Agency shall procure that the attendee shall comply with the provisions of this Agreement.
- 1.3 The Agency 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 Agency 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 Agency 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 Agency 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 access rights not expressly granted to the Agency are reserved to the Leagues and/or DataCo (as applicable).
- 1.8 The Agency 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 Agency itself.

2 Supply of Photographs & Editorial Text Reports

- 2.1 The Agency shall be entitled to supply Photographs and Editorial Text Reports to its customers for use and Publication in Media Services (in each case for editorial/news reporting purposes only) **PROVIDED THAT:**
- (a) the terms of supply to the customer imposes conditions of use which are substantially the same as the Conditions of Use (adapted to impose the obligations on the customer, in place of the Agency); and
 - (b) the Agency, without prejudice to any of the other rights of DataCo and/or the League(s), takes reasonable steps to enforce such conditions.
- 2.2 The Agency shall be entitled to supply Photographs and Editorial Text Reports for use in advertising and marketing materials as set out in paragraph 7 of Schedule 2. Such advertising and marketing materials must comply with the Conditions of Use.

3 Agency's Own Use of Photographs & Editorial Text Reports

- 3.1 The Agency shall be entitled to Publish Photographs and Editorial Text Reports on its business websites and its other delivery systems during Matches and afterwards for the sole purpose of supplying Photographs and Editorial Text Reports to its customers in accordance with clause 2 above. The Agency will ensure that high resolution Photographs are only available to download by registered users of its business websites and its other delivery systems.
- 3.2 The Agency shall be entitled to Publish Photographs and Editorial Text Reports in advertising and marketing materials for its own services in accordance with the Conditions of Use and in particular, paragraph 7.2 of Schedule 2.

4 Use of Photographs by Clubs & Leagues

- 4.1 Subject to the payment of a reasonable handling fee, the Agency 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 Agency to preserve the Photographs.

5 Term & Termination

- 5.1 This Agreement shall commence on the date of execution and subject to earlier termination shall expire at the end of 2017/18 football season (including any play off matches) ("**Term**").
- 5.2 Either party shall be entitled to terminate this Agreement immediately by written notice to the other:
- (a) for any material breach (other than one dealt with in clause 9, in respect of which clause 5.3 shall apply) subject to the provisions of clause 7 (Informal Resolution Procedure), following conclusion of the dispute resolution procedure; and/or
 - (b) in the event that the other party fails to remedy any other breach of any other term of this Agreement which is capable of remedy within twenty (20) days of being given notice to do so; and/or
 - (c) in the event that 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.
- 5.3 DataCo shall be entitled to terminate this Agreement immediately by written notice to the Agency if the Agency fails to comply with any notice validly issued by DataCo in accordance with clause 9.11.

6 Meetings

- 6.1 It is the intention of the parties that this Agreement operates fairly and reasonably with respect to each of the parties' respective interests.
- 6.2 The NMC and DataCo shall meet regularly to discuss such matters and issues as they think fit relating to anything referred to in this Agreement or otherwise relevant to this Agreement or matters of shared interest, including technology development, intellectual property rights, news-gathering and certain public policy matters. It is proposed that meetings be held as follows:
- (a) **Compliance:** Quarterly meetings to review general issues of compliance with the Conditions of Use;
 - (b) **Strategy & Developments:** two meetings per year to review and consider (as required):
 - (i) Club exclusions and limitations on news-gathering;
 - (ii) uniformity of Club policies on video-journalism at post match press conferences;

- (iii) general reporting rights/news-gathering generally;
- (iv) public policy matters and audio-visual issues; and
- (v) technologies around content identification and delivery.

6.3 The NMC and DataCo shall agree the agenda, time, place and method for the meetings, which may include by email, telephone or other conference technology or in person. The subject matters for discussion are not limited to the topics set out in this clause 6.

7 Informal Resolution Procedure

7.1 If a dispute (other than a dispute relating to the use of any Photograph(s) or Editorial Text Report(s) by Betting Customers) arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("**Dispute**") then (except as expressly provided otherwise in this Agreement), the parties shall follow the procedure set out in this clause 7:

- (a) either of DataCo or the Agency shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with Relevant Supporting Documents. On service of the Dispute Notice, the Dispute Resolution Panel shall be convened and shall attempt in good faith to resolve the Dispute; and
- (b) the Dispute Resolution Panel shall be entitled to adopt whatever approach it sees fit to the attempt to resolve the Dispute, including without limitation inviting representatives from the Agency and/or appropriate third parties (including from the FAPL, the FL, or the Agency's customer) to contribute to or attend any discussions;
- (c) if the Dispute Resolution Panel is for any reason unable to resolve the Dispute within fourteen (14) days of service of the Dispute Notice (or such other period as the parties may agree from time to time in writing), the parties shall be entitled to progress the matter as they see fit in accordance with their rights under this Agreement or otherwise.

8 Non-Betting Customers – Content Identification

8.1 If, acting in good faith, DataCo considers that any non-Betting Customer has Published any Photograph(s) or Editorial Text Report(s) in breach of the Conditions of Use **THEN** DataCo shall be entitled to serve a Content Identification Notice on the NMC.

8.2 Within two (2) Business Days immediately following receipt of a Content Identification Notice from DataCo, the NMC shall (copying DataCo) serve the same on all NMC Members.

8.3 Within five (5) Business Days immediately following receipt of a Content Identification Notice, the Agency shall confirm whether it supplied (or authorised/facilitated the supply of) such Photograph(s) or Editorial Text Report(s).

8.4 The Agency acknowledges and agrees that it shall be a material breach of this Agreement (that is incapable of remedy) for the Agency having made reasonable efforts to ascertain the relevant facts to knowingly falsely deny that it supplied (or authorised/facilitated the supply of) any such Photographs or Editorial Text Report(s).

9 Betting Customers – Content Identification & Breach of Conditions of Use

- 9.1 If, acting in good faith, DataCo considers that any Betting Customer has Published any Photograph(s) or Editorial Text Report(s) in material breach of the Conditions of Use **THEN** DataCo shall be entitled to serve a First Transgression Notice on the NMC. For clarity, in this regard, the NMC is acting solely as agent for the NMC Members for the purposes of service of any Transgression Notice under this clause 9. The NMC shall not be deemed to be responsible itself for the obligations of the Agency in relation to any Transgression Notice.

First Transgression Notice

- 9.2 Within two (2) Business Days immediately following receipt of a First Transgression Notice from DataCo, the NMC shall, copying DataCo:

- (a) serve the same on the Relevant NMC Member that supplied the Photograph(s) or Editorial Text Report(s) (or, where identification of the Relevant NMC Member, is not possible on all NMC Members); and
- (b) require that Relevant NMC Member (or, where identification of the Relevant NMC Member, is not possible all NMC Members) to immediately serve the same on the relevant Betting Customer that used or Published the Photograph(s) or Editorial Text Report(s) (“**Alleged Transgressor**”).

- 9.3 Within ten (10) Business Days of receipt of a First Transgression Notice from the NMC:

- (a) the Alleged Transgressor shall respond in writing to both the Relevant NMC Member and DataCo, copying the NMC either: (i) admitting the breach of the Conditions of Use and confirming that such breach shall be immediately remedied to DataCo’s reasonable satisfaction; or (ii) denying the breach of the Conditions of Use and providing reasons for denying the breach;

OR:

- (b) subject to clause 9.13, the Relevant NMC Member denies that there has been a breach of the Conditions of Use or that it supplied (or authorised/facilitated the supply of) the Photograph(s) or Editorial Text Report(s), and provides reasons for the denial.

- 9.4 If within that ten (10) Business Day period:

- (a) the Alleged Transgressor fails to respond in writing; and
- (b) the Relevant NMC Member has not provided a valid denial,

as required by clause 9.3, DataCo shall be entitled to regard that failure as an admission of breach by the Alleged Transgressor of the Conditions of Use.

- 9.5 At the end of the ten (10) Business Day period DataCo shall acting reasonably (and taking into account and having due regard to any response received by the Alleged Transgressor and any other responses which the Relevant NMC Member or other NMC Members may wish to submit to DataCo, including any valid denial) conclude whether or not a breach of the Conditions of Use has occurred. If DataCo concludes that a breach has occurred, it shall inform the Relevant NMC Member in writing, who shall then within

two (2) Business Days deliver a written notice to the Alleged Transgressor (now, the “**Transgressor**”);

- (a) expressly revoking any licence (or implied licence) to use or Reproduce the Photograph(s) or Editorial Text Report(s) in breach of the Conditions of Use;
- (b) warning that a second transgression by the Transgressor shall result in the termination of the supply of Photograph(s) or Editorial Text Report(s) from that Relevant NMC Member; and
- (c) requiring the Transgressor to provide the Relevant NMC Member a written undertaking immediately to cease, and thereafter to desist, from using or Publishing: (i) the Photograph(s) or Editorial Text Report(s) that were the subject of the First Transgression Notice; and (ii) any other Photograph(s) or Editorial Text Report(s) in breach of the Conditions of Use (the “**Compliance Undertaking**”).

Second Transgression Notice

9.6 If a Transgressor:

- (a) fails to issue the Compliance Undertaking within five (5) Business Days of a request for the same; and/or
- (b) breaches the Compliance Undertaking; and/or
- (c) uses or Publishes other Photograph(s) or Editorial Text Report(s) in material breach of the Conditions of Use

THEN DataCo shall be entitled to serve a Second Transgression Notice on the Relevant NMC Member copying NMC.

9.7 Within two (2) Business Days of receipt of a Second Transgression Notice, the Relevant NMC Member shall serve the same on the Transgressor.

9.8 Within five (5) Business Days of receipt of a Second Transgression Notice:

- (a) the Transgressor shall respond in writing to the Relevant NMC Member and copying DataCo and the NMC either: (i) admitting the breach of the Conditions of Use (and/or Compliance Undertaking) and confirming that such breach shall be immediately remedied to DataCo’s reasonable satisfaction; or (ii) denying the breach of the Conditions of Use (and/or Compliance Undertaking) and providing reasons for denying the breach;

OR:

- (b) subject to clause 9.13, the Relevant NMC Member denies that there has been a breach of the Conditions of Use or that it supplied (or authorised/facilitated the supply of) any Photograph(s) or Editorial Text Report(s), and provides reasons for the denial.

9.9 If within that five (5) Business Day period as required by clause 9.8:

- (a) the Alleged Transgressor fails to responds in writing; and

(b) the Relevant NMC Member has not provided a valid denial,

DataCo shall be entitled to regard that failure as an admission of breach by the Alleged Transgressor of the Conditions of Use (and/or Compliance Undertaking).

9.10 At the end of the five (5) Business Day period DataCo shall, acting reasonably (and taking into account and having due regard to any response received by the Alleged Transgressor and any other responses which the Relevant NMC Member or other NMC Members may wish to submit to DataCo, including any valid denial) conclude whether or not a breach of the Conditions of Use (and/or Compliance Undertaking) has occurred.

Stop Notice

9.11 If DataCo concludes that a breach of the Conditions of Use (and/or Compliance Undertaking) has occurred but has not been remedied to DataCo's reasonable satisfaction, it shall then be entitled (but not obliged) to issue a notice to the Relevant NMC Member requiring it within one (1) Business Day to:

(a) expressly revoke any licence (or implied licence) to use or Reproduce the Photograph(s) or Editorial Text Report(s); and

(b) cease supplying (and for a period of one year subsequently refrain from supplying) directly or indirectly any Photograph(s) or Editorial Text Report(s) to that Transgressor (a "**Stop Notice**") **PROVIDED ALWAYS** that any such Stop Notice shall not take effect before 1st January 2016.

9.12 In the event that the Agency fails to comply with any notice validly issued by DataCo under clause 9.11, DataCo may terminate this Agreement in accordance with clause 5.3.

Provision of Misleading Information

9.13 The Agency acknowledges and agrees that it shall be a material breach of this Agreement (that is incapable of remedy) for the Agency having made reasonable efforts to ascertain the relevant facts, to knowingly falsely deny that it supplied (or authorised/facilitated the supply of) any such Photographs or Editorial Text Report(s).in breach of the Conditions of Use.

Extension of Time

9.14 The parties acknowledge that the timeframes set out in this clause 9 are tight and there may be circumstances where for bona fide reasons it is necessary for those periods to be extended. In those circumstances, prior to the end of the relevant timeframe, the Relevant NMC Member may make a written request to DataCo for an extension of time, setting out the reasons why such an extension is required. DataCo shall consider such a request acting reasonably and in good faith and notify the Relevant NMC Member promptly of its decision. If DataCo:

(a) refuses the extension and notifies the Relevant NMC Member at least 24 hours before the expiration of the original timeframe, the original timeframe shall apply;

(b) refuses the extension and notifies the Relevant NMC Member after or with less than 24 hours after the expiry of the original timeframe, the relevant timeframe shall expire 24 hours after DataCo notifies the Relevant NMC Member); or

- (c) agrees to an extension, the relevant timeframe shall expire as determined by DataCo.

10 Warranty & Indemnity

- 10.1 The Agency warrants and undertakes that it shall effect (both for itself and on behalf of its Authorised Representatives) the necessary public liability insurance cover set out in paragraph 1.32 of Schedule 1 and shall maintain such cover for the Term and shall produce documentary evidence of such cover upon reasonable demand.
- 10.2 The Agency shall indemnify and keep indemnified each of the Leagues, DataCo and each Club (as relevant and applicable) ("**the Indemnified Party**") from and against any and all costs, expenses, damages and loss arising as a result of:
 - (a) a breach by the Agency (and/or any of the Agency's Authorised Representatives) of clauses 1.5, 2 and/or Schedule 2 of this Agreement; and
 - (b) any damage, death or personal injury caused by its Authorised Representative(s) whilst present in a Stadium.
- 10.3 Where the Agency 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 Agency and the NMC within a reasonable time after becoming aware of its existence;
 - (b) the Indemnified Party shall provide to the Agency and to the NMC such information and assistance in relation to such claims as the Agency and the NMC may reasonable require to evaluate their responses; 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 Agency (such consent not to be unreasonably withheld, conditioned or delayed) and it will be deemed to be unreasonable if the Agency 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 Agency 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 Agency to the other, either the Indemnified Party or the Agency may apply to the President of the Bar Council to forthwith appoint such counsel to provide advice under this clause 10.

11 Exclusion of Liability

- 11.1 Neither party limits its liability for death or personal injury caused by its negligence or that of its employees, agents or sub-contractors (and in the case of the Agency, its Authorised Representatives) or any other act or omission, liability for which may not be limited under applicable law.
- 11.2 Subject to clause 11.1, the Agency's liability under clause 10.2(a) shall be limited to £100,000 per claim.

- 11.3 Subject to clause 11.1, 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.
- 11.4 The parties acknowledge that:
- (a) NMC's obligations under this Agreement are limited to the obligations set out in clauses 6 (Meetings), for receipt of notices and facilitation the process set out in clauses 7 (Informal Resolution Procedure), 8 (Non-Betting Customers – Content Identification), 9 (Betting Customers – Content Identification & Breach of Conditions of Use), and in respect of clause 13.3 (Assignment); and
 - (b) to the maximum extent permitted by law, the NMC shall not bear any liability in tort nor in contract for any breach or alleged breach of this Agreement nor of any Conditions of Use by the Agency and/or any other persons.
- 11.5 Subject to clause 11.1, 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 Media Accreditation Terms

- 12.1 Wherever the Leagues or any of them Publish any Media Accreditation Terms that are substantially similar to those contained in this Agreement, it shall use its reasonable endeavours to publish the following credit:

“These accreditation terms are the product of negotiations between The Football Association Premier League Limited and The Football League Limited and The News Media Coalition, an international trade association that works directly on behalf of publishers and news agencies to seek best practice editorial, press and publishing arrangements relating to major sporting events.”

13 Miscellaneous

- 13.1 This Agreement shall not be deemed to constitute a partnership, agency or a joint venture between the parties hereto or an employer/employee relationship.
- 13.2 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.
- 13.3 Neither the NMC nor the Agency may 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 the Agency and the NMC.
- 13.4 All Intellectual Property Rights existing in Photographs and Editorial Text Reports shall belong to the party that owned such rights upon creation.
- 13.5 Any notice or other document shall be deemed to have been received by the addressee two (2) Business 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.
- 13.6 Any modification or addition to this Agreement shall not be binding unless made in writing and signed by the parties hereto.

- 13.7 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.
- 13.8 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.
- 13.9 DataCo, any League(s) and/or any of their member club(s) may enforce any of the terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

SIGNED
 for and on behalf of **European Pressphoto agency b.v.**

(Name):

(Address):

SIGNED
 for and on behalf of **News Media Coalition**

(Name):

(Address):

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

(Name):

(Address):

SIGNED
 for and on behalf of **The Football League Limited** for itself
 and as duly authorised agent for and on behalf of each and
 all of its member clubs

(Name):

(Address):

SIGNED
 for and on behalf of **The Football Association Premier League
 Limited** for itself and as duly authorised agent for and on behalf
 of each and all of its member clubs

(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 **Aggregated News / Information Archive Databases** means collections in electronic or other form comprising substantially all the text, picture or other content Published by any NMC Member 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.
- 1.3 **Authorised Representative** means a photographer or journalist that attends the relevant Match for or on behalf of the Agency.
- 1.4 **Betting Customer** means any customer of any Agency that provides any gambling service or product which for the avoidance of doubt includes any free-to-play gambling style services or products. Where the context requires, a Betting Customer shall be the relevant Betting Customer of the Relevant NMC Member.
- 1.5 **Business Day** means any day between the hours of 8.30 a.m. and 5.30 p.m. other than a Saturday, Sunday or public holiday in England.
- 1.6 **Compliance Undertaking** shall have the meaning set out in clause 9.5(c).
- 1.7 **Conditions of Use** means those conditions governing the use and reproduction of Photographs and Editorial Text Reports set out in Schedule 2.
- 1.8 **Content Identification Notice** means a written statement setting out relevant details and full particulars of the alleged breach of the Conditions of Use by a Non-Betting Customer together with Relevant Supporting Documents, and confirming that DataCo considers that the relevant Non-Betting Customer has committed a breach of the Conditions of Use, and where possible, identifying the relevant NMC Member or alleged relevant NMC Member.
- 1.9 **Dispute** shall have the meaning set out in clause 7.1.
- 1.10 **Dispute Notice** shall have the meaning set out in clause 7.1(a).
- 1.11 **Dispute Resolution Panel** means a panel comprises two industry representatives appointed by the NMC and two representatives appointed by DataCo.
- 1.12 **Editorial Text Reports** means editorial textual content 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.
- 1.13 **Electronic Media Services** means any editorial media service delivered, Published, distributed, displayed on any platform in any dimension and medium via any delivery mechanism whether now known or invented in the future, including Website Services which

may come into common usage during the Term but for the avoidance of doubt excludes Social Network Services.

- 1.14 **First Transgression Notice** means a written statement setting out relevant details and full particulars of the alleged breach of the Conditions of Use by a Betting Customer, together with Relevant Supporting Documents, and confirming that DataCo considers that the relevant Betting Customer has committed a breach of the Conditions of Use, and where possible, identifying the Relevant NMC Member or alleged Relevant NMC Member.
- 1.15 **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 NMC and/or the Agency upon request.
- 1.16 **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 relevant football authority under whose auspices the Match is organised.
- 1.17 **Informal Resolution Procedure** means the informal dispute resolution procedure set out in clause 7.
- 1.18 **Intellectual Property Rights** includes copyright, trade mark rights, patents, domain names, database rights, know how, rights in confidential information (including trade secrets), design right and any and all other intellectual property rights and sui generis rights and other similar rights (whether now subsisting or in the future created) both in the United Kingdom and all other countries of the world for the full period for which those rights subsist (including any and all extensions and renewals and all vested, future and contingent rights and rights under licences) and all applications for the foregoing.
- 1.19 **i-PBS** 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.
- 1.20 **League** means each of the FL and the FAPL.
- 1.21 **Match** means a League football match taking place at a Stadium in respect of which Accreditation is required by the Home Club or part thereof.
- 1.22 **Media Accreditation Terms** means terms and conditions substantially similar to those contained in this Agreement that have been entered into by other media organisations or freelancers.
- 1.23 **Merchandise & Souvenirs** means any physical or virtual merchandise, memorabilia or collectible and includes without limitation collector cards and stickers, posters (when sold separately from Printed Paper Publications), artists reference (otherwise than for news/editorial purposes) packaging, calendars, clothing, cups and badges.
- 1.24 **Media Services** means the following:
- (a) an ordinary edition of any newspaper and/or any special supplement (which may be in magazine format) to such newspaper **PROVIDED THAT** the same is not sold or distributed at point of sale separately from the said newspaper;
 - (b) any magazines or periodical publications produced at regular intervals;

- (c) any book which is 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 any NMC Newspaper Member's newspaper that are used as promotional tools for such NMC Newspaper Member's newspaper titles which are bona fide editorial news services;
 - (e) posters **PROVIDED THAT** such posters (i) are not sold or distributed separately from any newspaper/magazine (save that token/voucher redemption and reasonable postage and packaging costs are permitted); and (ii) such posters conform to the conditions set out in Schedule 2;
 - (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);
 - (g) any Electronic Media Services (being bona fide editorial news services); and
 - (h) any Social Network Services (being bona fide editorial news services).
- 1.25 **NMC Newspaper Members** means each of the newspaper members of the NMC from time to time. The current NMC Newspaper Members are set out in Part 1 of Schedule 3. **NMC Newspaper Member** means each one of them, or, as the context may require, the relevant one of them.
- 1.26 **NMC Members** means each of the members of the NMC from time to time including, without limitation, the Agency and the NMC Newspaper Members. The current members of the NMC are set out in Schedule 3. **NMC Member** means each one of them, or, as the context may require, the relevant one of them.
- 1.27 **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.
- 1.28 **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.
- 1.29 **Player** means any player of the Club(s) and any Match official, manager or coach on the pitch or in the technical area with authorisation during the Match.
- 1.30 **Printed Paper Publications** means those printed paper publications listed in para 1.24(a) - (c).

- 1.31 **Publish** means to publish, use, reproduce, distribute, broadcast, exhibit, transmit or otherwise publically communicate in any format whatsoever. "**Publication**" shall be construed accordingly.
- 1.32 **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.
- 1.33 **Relevant NMC Member** means the NMC Member identified in good faith by DataCo as having supplied the Transgressor or Alleged Transgressor with the Photograph(s) or Editorial Text Report(s) which is/are the subject(s) of a First Transgression Notice and/or a Second Transgression Notice.
- 1.34 **Relevant Supporting Documents** means:
- (a) screenshots, URLs, AV files of alleged transgression;
 - (b) details of suspected date and occasion of creation of the Photograph(s) or Editorial Text Report(s) in question;
 - (c) in the case of any Photograph, information about which photographers were located in a position to take the Photograph(s) in question; and
 - (d) any other display or print or digital material on which the Photograph(s) or Editorial Text Report(s) in question has been Published of which Football DataCo/the Leagues are aware.
- 1.35 **Second Transgression Notice** means a written statement setting out relevant details and full particulars of the alleged breach by the Betting Company of the Compliance Undertaking and/or the Conditions of Use, together with Relevant Supporting Documents, and confirming that DataCo considers that the relevant Transgressor has committed a breach of the Compliance Undertaking and/or of the Conditions of Use and where possible, identifying the Relevant NMC Member or alleged Relevant NMC Member.

- 1.36 **Sequence of Stills** means a sequence of still images comprising not less than 3 still images in any consecutive period of 60 seconds and any other method which imitates or suggests moving images of Matches or Players.
- 1.37 **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.
- 1.38 **Stadium** means that stadium owned, occupied or utilised by a Club and to which the public are admitted in respect of any Match.
- 1.39 **Stop Notice** shall have the meaning set out in clause 9.11.
- 1.40 **Term** has the meaning set out in clause 5.
- 1.41 **Ticket Conditions** means ticket conditions issued from time to time governing the terms and conditions upon which any admission is granted to the Stadium.
- 1.42 **Transgression Notice** means a First Transgression Notice or a Second Transgression Notice.
- 1.43 **Unauthorised Audio Visual Match Content** 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.
- 1.44 **User Generated Content** means any individual user's text comments and opinion and individual user's photographs which are not primarily used to facilitate gambling, betting, gaming, data analysis, odds checking, prediction or match commentary services. For clarity, any content from any Authorised Representative and any Social Media Services shall not be considered "User Generated Content".
- 1.45 **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.

SCHEDULE 2

CONDITIONS OF USE

The Publication of Photographs and Editorial Text Reports are subject to the restrictions and conditions set out in this Schedule 2:

1 General Conditions of Use

- 1.1 Photographs and Editorial Text Reports may be Published for editorial/news reporting purposes only.
- 1.2 Photographs and Editorial Text Reports may not be used or Published in Merchandise & Souvenirs.
- 1.3 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:
 - (a) products for people with visual impairment such as talking newspapers and post-match automated text to speech technology which are expressly permitted; and
 - (b) Sequences of Stills as permitted in this Schedule 2;
- 1.4 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.

2 In-Match Time Delays and Photograph Limitation on Electronic Media Services, Social Network Services and User Generated Content

- 2.1 In any Electronic Media Service, 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 sixty (60) seconds between the time when the Photograph was taken (or for the Editorial Text Report when the event happened) and the time of Publication.
- 2.2 In any Electronic Media Service a maximum of seventy five (75) Photographs may be Published during that Match. If applicable, an additional twenty five (25) Photographs may be Published during extra time in that Match.
- 2.3 In any Social Network Services a maximum of seventy five (75) Photographs may be Published during that Match. If applicable, an additional twenty five (25) Photographs may be Published during extra time in that Match.
- 2.4 No User Generated Content may be Published during the Match to which they relate unless there is a delay of not less than sixty (60) seconds between the time when the event referred to in the User Generated Content happened and the time of Publication. For the avoidance of doubt, this delay only applies "in-match".
- 2.5 No use of Photographs or Editorial Text Reports which amounts to a continuous match commentary or live data service may be Published during the Match.
- 2.6 For the avoidance of doubt:

- (a) there are no limits on the number of Photographs and Editorial Text Reports that may be Published after the conclusion of the Match;
- (b) there is no requirement to delay the Publication of any Photographs and/or Editorial Text Reports that are Published on Social Network Services; and
- (c) nothing in this Agreement shall in any way prevent or restrict the Publication of 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.

3 Additional Restrictions on the use of Photographs

3.1 No Photosale may be made without the prior written approval of the relevant Club(s) featured in the Photograph.

3.2 Photographs shall not be altered or manipulated by means other than:

- (a) 'flipping',
- (b) 'cropping' performed in good faith and not so as to distort the meaning or the circumstances depicted in the Photographs,
- (c) manipulation which is fun, harmless and an editorial means of telling a story,
- (d) 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/or
- (e) 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.

3.3 The Agency 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.

4 Sequences of Stills

4.1 Publication of any Sequences of Stills is not permitted except on the following basis:

Period	Maximum Number of Stills in a Sequence of Stills permitted and conditions of Publication
During any applicable Match	<ul style="list-style-type: none"> • No Sequences of Stills

Period	Maximum Number of Stills in a Sequence of Stills permitted and conditions of Publication
End of applicable Match until midnight immediately following the applicable Match (" 1st Permitted Period ")	<ul style="list-style-type: none"> Not more than ten (10) Sequences of Stills of a Match (each comprising not more than six (6) still images in any consecutive period of sixty (60) seconds with an interval of not less than ten (10) seconds between each still image) may be used or Published in any consecutive period of two (2) hours.
Following the 1 st Permitted Period until 7 days after the applicable Match	<ul style="list-style-type: none"> One or more Sequences of Stills (each comprising not more than six (6) still images in any consecutive period of sixty (60) seconds with an interval of not less than ten (10) seconds between each still image) may be used or Published.
Any time after 7 days after the applicable Match	<ul style="list-style-type: none"> One or more Sequences of Stills may be used or Published. Such Sequences of Stills may consist of more than six (6) images.

4.2 For the avoidance of doubt individual still images must be sourced from Photographs and cannot be sourced from audio visual footage of a Match.

4.3 The parties shall discuss in good faith the relaxation of the rules governing the Publication of any Sequences of Stills **PROVIDED ALWAYS** that:

(a) the Agency acknowledges and agrees that:

- (i) any such relaxation of these rules will require the prior written consent of the applicable League's broadcast partner(s); and
- (ii) any failure to obtain such consent shall not in any event amount to a breach of this Agreement.

(b) FAPL and FL shall use reasonable endeavours to hold discussions with the applicable League's broadcast partner(s) to obtain such written consent as the earliest practicable opportunity.

5 Gambling and Gaming

5.1 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. The provisions of this paragraph 5.1 shall not apply where such use or Publication has been specifically authorised in writing by the applicable Club(s) (or League) featured in such Photograph.

5.2 Photographs and Editorial Text Reports may not be used or Published in (or for the purpose of promoting or advertising) any game or competition save for a free to enter game or competition that is used as a promotional tool for an NMC Newspaper Member's Media Services which are bona fide editorial news services. For the avoidance of doubt, Photographs may be used in connection with fantasy football competitions branded under an

NMC Newspaper Member's Printed Paper Publications and/or their broadly equivalent Electronic Media Services (in each case being: (i) bona fide editorial news services; and (ii) branded under the NMC Newspaper Member's main newspaper title(s); or where no physical newspaper exists, branded under the NMC Newspaper Member's main editorial/news brand e.g. "Mail Online Fantasy Football") as long as four or more Players from a minimum of 4 (four) different Clubs are featured.

6 Unauthorised Content

6.1 Photographs and/or Editorial Text Reports shall not be used or Published in any website, publication or other service or product that the Agency is aware (whether via written notification from DataCo/the Leagues or otherwise) or should reasonably have been aware:

- (a) includes any Unauthorised Audio Visual Match Content whether directly or by way of framing or embedding;
- (b) advertises or promotes (including without limitation via the inclusion of hyperlink(s)) Unauthorised Audio Visual Match Content on another website, publication or other service or product;
- (c) 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: (a) an NMC Newspaper Member's own Printed Paper Publications and/or their broadly equivalent Electronic Media Services (in each case being: (i) bona fide editorial news services; and (ii) branded under the NMC Newspaper Member's main newspaper title(s); or where no physical newspaper exists, branded under the NMC Newspaper Member's main editorial/news brand (or any special supplements/magazines **PROVIDED THAT** the same are not sold or distributed at point of sale separately from such newspapers); and/or (b) other newspapers (or any special supplements/magazines **PROVIDED THAT** the same are not sold or distributed at point of sale separately from such newspapers); are permitted; and/or
- (d) incorporates any unlicensed data (and/or outside of the EU only any unlicensed fixture lists) where such use or Publication amounts to an infringement of DataCo's/the League's intellectual property rights.

7 Use in Advertising and Marketing Materials

7.1 Publication of Photographs and Editorial Text Reports is permitted in any advertising and marketing materials for the purpose of advertising and marketing: (a) an NMC Newspaper Member's own Printed Paper Publications and/or broadly equivalent Electronic Media Services (in each case being: (i) bona fide editorial news services; and (ii) branded under the NMC Newspaper Member's main newspaper title(s); or where no physical newspaper exists, branded under the NMC Newspaper Member's main editorial/news brand); and (b) other Printed Paper Publications (that are bona fide editorial news publications) **PROVIDED ALWAYS THAT** four or more Players from a minimum of 4 (four) different Clubs are featured in such advertising and marketing materials.

7.2 The Agency may Publish Photographs and Editorial Text Reports in advertising and marketing materials for its own services **PROVIDED THAT** four or more Players from a minimum of 4 (four) different Clubs are featured in such advertising and marketing materials.

7.3 Save as set out in this paragraph 7, the Publication of Photographs and/or Editorial Text Reports in advertising and marketing materials is not permitted.

8 Use in Posters

8.1 Publication of Photographs and Editorial Text Reports is permitted in posters **PROVIDED THAT** such posters:

- (a) 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 (a)-(d) of this paragraph 8.1 shall apply to each side of that product;
- (b) 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;
- (c) shall clearly indicate the name of the publishing newspaper/magazine; and
- (d) shall not be sold or distributed separately from the newspaper/magazine save that token/voucher redemption and reasonable postage and packaging costs are permitted.

9 Use in Aggregated News / Information Archives

9.1 Post Match Publication of Photographs and Editorial Text Reports is permitted for Aggregated News / Information Archive Databases **PROVIDED ALWAYS THAT** any such database is not solely an aggregation of more than one NMC Members' football content and that such database is not used to facilitate Photosales.

10 No Single Club or Official League Website or Unauthorised Endorsement

10.1 Unless specifically authorised in writing to do so by the relevant Club or League, Photographs and Editorial Text Reports may not be reproduced as part of any Media Service (and/or any website, publication or other service or product) that is offered, titled, described or promoted as:

- (a) an **Official Club or League website**: as an official Club or League website, publication or other service or product;
- (b) a **Single Club Product/Service**: 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; or
- (c) a **Single Player Product/Service**: 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 Club Product/Service or Single Player Product/Service if the specific Club or Player is logically separated as a sub-domain (or equivalent technical architecture) of a League based or division based directory/page located within the NMC Member's own branded website.

10.2 Photographs and Editorial Text Reports shall not be used to create an endorsement or commercial association unless such an endorsement or commercial association exists.

**SCHEDULE 3
NMC MEMBERS**

PART 1 - NMC NEWSPAPER MEMBERS

Associated Newspapers Limited

Daily Mail
Mail on Sunday

Guardian News & Media Limited

The Guardian
The Observer

MGN Limited

Daily Mirror
The Sunday Mirror
The People

News UK & Ireland Limited

The Sun
The Times
The Sunday Times

Telegraph Media Group Limited

The Telegraph
Sunday Telegraph
The Telegraph

Independent Print Limited

The Evening Standard
The Independent
The Independent on Sunday

PART 2 – OTHER NMC MEMBERS

Agence France-Presse

europaean Pressphoto agency b.v.

The Press Association Limited

PA Photos Limited

Getty Images(UK) Ltd

The Associated Press

Deutsche Presse-Agentur GmbH

Reuters Limited

Action Images Limited