



Invitation for Bid  
FIVB Beach Volleyball World Championships 2019  
-  
Terms & Conditions

As of 29 September 2017

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## **SECTION 1 Invitation for Bid (IFB)**

### 1.1 Purpose of the IFB

The purpose of this IFB is to provide Bidders with the opportunity to bid for the rights and obligations, including hosting (Appendix A) and marketing (Appendix B) rights and obligations as well as the legal terms (Appendix C) associated with the organisation of the FIVB Beach Volleyball World Championships 2019.

### 1.2 No FIVB Obligation

This IFB is not a tender and does not commit the FIVB in any way to select a Bidder, or to proceed to negotiations for an agreement, or to award any agreement. The FIVB reserves the complete right to, at any time, to amend the process and any deadlines, reject all Bids, and to terminate this IFB process.

### 1.3 Governing terms for IFB

The Bidder herewith accepts and agrees that the present Terms and Conditions (“TnC”), including the Appendices and Schedules, govern the organisation and hosting of the Event that is the subject of this IFB.

### 1.4 Bidding Deadline

All bids to host the 2019 edition of the FIVB Beach Volleyball World Championships must be received by the FIVB at the email address, [bidning@fivb.org](mailto:bidning@fivb.org), **by no later than 12 PM (noon) Central European Standard Time on 31 October 2017**. All bids received by the deadline are final and can only be revised after the deadline upon FIVB’s request.

### 1.5 Bidders

This IFB is open to National Federations, Agencies, Organisers, Promoters, cities and any other third party interested in participating in the bid process for the Event. By submitting a bid, any prospective bidder represents and warrants that it has the capacity and authorisation to organise the FIVB Beach Volleyball World Championships in the bidder’s proposed host country and city/cities and is aware of the relevant local legislation, governmental requirements and other requirements or restrictions known at the time of the bid necessary to organise the FIVB Beach Volleyball World Championships in the bidder’s proposed host country and city/cities.

### 1.6 National Federation Involvement

Any third party bidder should be aware that the National Federation where said bidder wishes to host the FIVB Beach Volleyball World Championships may have commercial or organisational requirements or restrictions for organising an event in said National Federation’s Territory including restrictions deriving from national sponsorship agreements related to the National Federation’s national team. These requirements and restrictions have to be respected by the bidder. Thus, FIVB strongly encourages the third party bidder to contact the National Federation in the Territory that it wishes to organise the Beach Volleyball World Championships before entering a bid in order to obtain any information related to such requirements and restrictions.

After the deadline, FIVB reserves the right to disclose the names (but not the value, conditions and details of the bids) to the National Federation where a bidder wishes to host the FIVB Beach Volleyball World Championships in order to solicit said National Federation’s assessment. The National Federation shall provide the FIVB with objective reasons – if any - as to why the bidder is not qualified to organise the Event in its Territory within ten (10) days from receiving the list of bidders. The FIVB may consider these reasons as part of its evaluation of the bid.

### 1.7 Bidder's Expenses

Bidders are solely responsible for their own expenses in preparing and submitting Bids, and for any meetings, negotiations or discussions with the FIVB or its representatives and consultants, relating to

or arising from this IFB. The FIVB and its representatives, agents, consultants and advisors will not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Bidder in preparing and submitting a Bid, or participating in negotiations for an Agreement, or other activity related to or arising out of this IFB.

#### 1.8 No Agreement

By submitting a Bid and participating in the process as outlined in this IFB, Bidders expressly agree that no agreement of any kind is formed under, or arises from this IFB prior to a formal appointment by FIVB as described in the IFB and in these TnC.

#### 1.9 Conflict of Interest

A Bidder shall disclose in its Bid any actual or potential conflicts of interest and existing business relationships it may have with the FIVB, its elected or appointed officials, representatives, member federation officials and representatives or employees. The FIVB shall rely on such disclosure.

#### 1.10 Solicitation of FIVB Staff and Officials

Bidders and their agents will not contact any member of the FIVB, including staff and elected officials or representatives with respect to this IFB, other than the FIVB Representative, who will be informed to the Parties, or the FIVB Evaluation Team at any time prior to the award of an agreement or the cancellation of this IFB.

#### 1.11 Property and Confidentiality

All Bids, supporting documentation and generally Bidder's submissions to FIVB prior to its appointment become the property of the FIVB and will not be returned to the Bidder. All submissions will be held in confidence by the FIVB unless otherwise required by law or stipulated in these TnC.

#### 1.12 Key Persons

The Bidder shall identify up to two (2) key persons that will be committed to be in charge and actively work throughout the project, if the Bidder is selected.

#### 1.13 Evaluation Team

The evaluation of Bids will be undertaken on behalf of the FIVB by the Evaluation Team, which shall consist of the FIVB General Director and/or FIVB Secretary General, the FIVB Beach Volleyball Director and at least three (3) other members of the FIVB administration in accordance with Article 100.4 of the FIVB Event Regulations. The Evaluation Team may consult with others including FIVB elected officials and staff members, third party consultants and references, FIVB representatives and event organisers, as the Evaluation Team may in its discretion decide what is required. The Evaluation Team will give a recommendation for the selection of a Bidder or Preferred Bidder(s) to the FIVB.

#### 1.14 Evaluation Criteria

The Evaluation Team will compare and evaluate all Bids to determine the Bidder's strength and ability to host the FIVB Beach Volleyball World Championships, in order to recommend the Bid which is most advantageous to the FIVB governing institutions for a final decision. The Evaluation Team will not be limited to any selection criteria. It may consider various criteria that the team identifies as relevant during the evaluation process, such as the presentation of marketing and communications plans, sporting considerations, etc. The Evaluation Team may also consider any additional proposals regarding the organisation of the Finals, including the structure of the organisation of the Finals. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Bids by comparing one Bidder's Bid to another Bidder's Bid.

#### 1.15 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Bidder with respect to any Bid, and the Evaluation Team may make such requests to only selected

Bidders. The Evaluation Team may consider such clarifications or additional information in evaluating a Bid.

#### 1.16 Interviews / Inspection visits

The Evaluation Team may, at its discretion, invite some or all of the Bidders to appear before the Evaluation Team to provide clarifications of their Bids. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Bids. In addition, the Evaluation Team may request inspection visits for up to two (2) of its members at the Bidders' costs.



## 2.2 Bidder's obligations

The Bidder agrees:

- a. to comply with the Bid and perform all duties and obligations as specified in these TnC and in the Appendices A-C;
- b. to assume the responsibility to organize the FIVB Beach Volleyball World Championships 2019 in the territory designated above, during the time period approved by the FIVB, under the conditions established by the FIVB, these Terms & Conditions and the most recent version of the FIVB Beach Volleyball Sports Regulations, FIVB Beach Volleyball Handbook and the Specific Competition Regulations for the World Championships.
- c. to pay to FIVB the total hosting fee provided for the Event as follows:
  - 1<sup>st</sup> instalment: 1/3 of the hosting fee due upon signature of the Agreement
  - 2<sup>nd</sup> instalment: 1/3 of the hosting fee due on July 1<sup>st</sup> 2018
  - 3<sup>rd</sup> instalment: 1/3 of the hosting fee due six (6) months before the start of the Event

Any payments due to FIVB under these TnC will be made net of any and all taxes (including any withholding taxes levied at the residence country of the Bidder), and any other deductions required to be made shall be the sole responsibility of the Bidder. Delayed payments will be subject to interest of five percent (5%) per annum.

All payments mentioned herein shall be paid to the following bank account of the FIVB:

FEDERATION INTERNATIONALE DE VOLLEYBALL

Banque Cantonale Vaudoise (BCV)

Place Saint François 14

1001 Lausanne, Switzerland

Account Nr: Z.534.4532.7

IBAN: CH49 00767 000Z 5344 5327

BIC Code (SWIFT Address)

BCVLCH2LXXX

Bank clearing: 767

Furthermore, in exercising its rights and performing its obligations under these TnC, the Bidder shall comply fully with all Applicable Laws, the FIVB Regulations as applicable from time to time and any relevant guidelines and/or instructions issued by or on behalf of FIVB from time to time. Without limitation to the foregoing, the Bidder shall ensure that it does not use any of the rights granted herein in a manner which in the reasonable opinion of the FIVB is prejudicial to the sport of Beach Volleyball, to the FIVB or to the FIVB Beach Volleyball World Championships and that it does not cause FIVB or any of its national federations or FIVB contractual partners (including without limitation sponsors, suppliers, broadcasters etc.) to breach any Applicable Laws. Upon any request from FIVB, the Bidder shall provide to the FIVB (at the Bidder's cost) reasonable evidence that any of its actions in implementing its rights hereunder shall not cause any such breach.

## 2.3 Binding effect in the event of a successful bid

By signing below, the Bidder acknowledges that it has reviewed the TnC and agrees to be bound by these TnC in organising and hosting the FIVB Beach Volleyball World Championships in the event of a successful bid.

## 2.4 Applicable law and dispute resolution clause

This IFB shall be construed in accordance with the FIVB Constitution and Regulations and shall be governed by the Laws of Switzerland without regard to its conflict of law rules.

Any dispute arising from or related to the IFB and the bidding process must be negotiated in good faith by the Parties. If the Bidder and the FIVB are unable to conciliate after thirty (30) days from notification of the start of the conciliation, the dispute can be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and resolved definitively by a panel of three arbitrators in accordance with the Code of Sports-related Arbitration in force at the time of the notification. The language of the arbitration will be English.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorised officers or representatives on the day and year of its signature by FIVB.

Date/Place \_\_\_\_\_

Date/Place \_\_\_\_\_

**For the Bidder**

**For FIVB**

Name: \_\_\_\_\_

Dr. Ary S. Graça F<sup>o</sup>.

Capacity: \_\_\_\_\_

President

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_



# FIVB Beach Volleyball World Championships 2019

## Terms & Conditions for Organising the World Championships

### APPENDIX A - HOSTING TERMS

#### 1. GENERAL UNDERTAKINGS

- 1.1. The **ORGANISER**<sup>1</sup> shall exercise the obligation set forth in this Appendix A in accordance with the **EVENT** and **EVENT** calendar during the time period approved by the **FIVB** and in accordance and full compliance with the terms and conditions established by the **FIVB** in the **HANDBOOK**, the FIVB Beach Volleyball Commission and **WORLD TOUR AND WORLD CHAMPIONSHIPS COUNCIL** decisions, any Marketing Guidelines provided in addition to these **TERMS AND CONDITIONS**.
- 1.2. The **ORGANISER** hereby recognises that the **FIVB** has established the **EVENT** to be held with the participation of the world's most outstanding Beach Volleyball teams, to be selected exclusively by the **FIVB**. The **EVENT** is placed under the exclusive authority of the **FIVB** and, subject to this Appendix A, the rights are and remain the sole property of the **FIVB**.
- 1.3. The **ORGANISER** shall undertake the following rights and duties:
  - To be delegated trustee of the **EVENT** in its **TERRITORY**;
  - To be granted both the powers and duties of the **HANDBOOK**; and
  - To perform its duties in accordance with the instructions given by the **FIVB** Beach Volleyball Director and, as provided for in the **HANDBOOK**, the Beach Volleyball Commission and **WORLD TOUR AND WORLD CHAMPIONSHIPS COUNCIL** decisions as well as these **TERMS AND CONDITIONS**.
- 1.4. The **ORGANISER** shall provide the **FIVB** with a guarantee demonstrating that it has sufficient financial resources necessary to properly organise the **EVENT** in accordance with this **AGREEMENT**. The guarantee must come from a bank or other reputable financial institution, governmental authority or the **NF**.

#### 2. COMPETITION FORMULA

- 2.1. The Main Draw of the **EVENT** shall consist of forty-eight (48) teams for each gender playing in a Pool Play followed by a Single elimination format over, at minimum, a ten (10) day period with the Final matches on a Saturday or Sunday.
- 2.2. The forty-eight (48) teams in the Main Draw for each gender shall consist of the following quotas as provided in the **HANDBOOK**:
  - 2.2.1. A maximum of six (6) teams, two (2) guaranteed, from the host country in the event that the **EVENT** is held in one country or three (3) teams from the host countries in the event that the **EVENT** is held in multiple countries selected by the **NF(s)**;
  - 2.2.2. The country quota is four (4) teams per country for all non-host countries;
  - 2.2.3. The continental quota is four places per Confederation for a total of twenty (20) teams;

<sup>1</sup> All terms in bold are defined in the "Definitions" section of Appendix D.

- 2.2.4. Twenty-one (21) teams determined based on **FIVB** Entry Ranking points;
  - 2.2.5. Three (3) Wild Cards selected by the **FIVB** in accordance with the **HANDBOOK**;
  - 2.2.6. The remaining teams shall be determined by **FIVB** in accordance with the **HANDBOOK**.
- 2.3. Teams are entered by their respective national federations as soon as the **EVENT** is open on the Volleyball Information System, and confirmed in accordance with the deadline established in the **HANDBOOK**. The team's qualification and seeding shall be determined in accordance with the **HANDBOOK**.
- 2.4. The teams shall earn FIVB Ranking Points based on their place in the **EVENT** in accordance with the **HANDBOOK**.

### **3. GRANT OF RIGHTS**

The **FIVB**, as the sole and exclusive owner of all rights to the **EVENT**, hereby grants the **ORGANISER** the following hosting rights:

- 3.1. the exclusive and non-transferable right to organise and stage the **EVENT** in the **TERRITORY** during the **TERM** according to the terms established by the **HANDBOOK**, relevant **FIVB** rules and regulations, the decisions of the Beach Volleyball Commission and the **WORLD TOUR AND WORLD CHAMPIONSHIPS COUNCIL** and these **TERMS AND CONDITIONS**.
- 3.2. the exclusive right to appoint up to four (4) **HOST CITIES** of the **EVENT** in the **TERRITORY** by no later than 31 January 2018.
- 3.3. the right to receive the following equipment free of charge supplied by the **FIVB** through the **FIVB COMMERCIAL AFFILIATES**:
  - 3.3.1. Two hundred and fifty (250) Beach volleyball balls provided by Mikasa;
  - 3.3.2. One (1) Beach Volleyball inspection kit provided by Mikasa;
  - 3.3.3. Two (2) electronic scoreboards as determined by FIVB;
  - 3.3.4. Net system (LED or traditional) as determined by **FIVB**;
  - 3.3.5. Uniforms for athletes, referees, line judges, court personnel, and organisational staff provided by ASICS as determined by **FIVB** and
  - 3.3.6. Referee Communication System.
- 3.4. the right to use the Volleyball Information System (VIS) provided by the FIVB for the prompt distribution of team participation, event's ranking, world ranking, results, bulletins, etc.
- 3.5. the right to organize kids' camps and other programs design to promote the sport of beach volleyball and foster corporate goodwill.
- 3.6. the right to take part in the **WORLD TOUR AND WORLD CHAMPIONSHIPS COUNCIL** Meeting (one seat for the **ORGANISER**) scheduled during the **TERM**. The right to provide a progress report to the 2018 **WORLD TOUR AND WORLD CHAMPIONSHIPS COUNCIL** members.

- 3.7. the right to benefit from visibility on the **EVENT** website created by **FIVB** for the **EVENT** and with tourist information.

#### **4. FIVB OBLIGATIONS**

**FIVB** agrees to the following obligations:

- 4.1. to ensure that the **EVENT** will be held at the highest rank of the world class events of Beach Volleyball, as per **FIVB** requirements, and intended to have prestige equal to the Beach Volleyball **EVENT** of the Olympic Games.
- 4.2. to apply all the necessary and reasonable measures to ensure the participation of the world's top **FIVB** ranked Beach Volleyball **ELIGIBLE ATHLETES** at the **EVENT** (provided that they have enough entry points to enter into the **EVENT**), unless such **ELIGIBLE ATHLETES** are not able to take part in the **EVENT** due to a case of force majeure. In such cases, the **ELIGIBLE ATHLETES** concerned shall not be allowed to participate in another Beach Volleyball event scheduled at the same period as the **EVENT**, otherwise disciplinary action may be taken in accordance with the **HANDBOOK** and the **FIVB** Disciplinary Regulations.
- 4.3. to receive the **ELIGIBLE ATHLETES** and their teams' entries and follow up on the terms of competition regulations.
- 4.4. to not appoint any other new entity/promoter not already contracted with the **FIVB** at the signing of the Agreement for the organization and staging of any 4- or 5- Star Intercontinental Beach Volleyball event within the **TERRITORY** during the **TERM** without the agreement of the **ORGANISER** unless otherwise provided in these **TERMS AND CONDITIONS**.
- 4.5. to respect the chapter related to the organizers' participation and responsibilities as set out in the **HANDBOOK** and fulfill all its duties and obligations contained in these **TERMS AND CONDITIONS** and in the **HANDBOOK** with respect to the **EVENT**.
- 4.6. to organize the meetings of the **WORLD TOUR AND WORLD CHAMPIONSHIPS COUNCIL** and the Beach Volleyball Commission, other meetings and workshops if required, etc.
- 4.7. to determine the competition schedule taking into account the needs of the **FIVB TV COORDINATION AGENCY**, the **ORGANISER**, the **HTVB** and the **INTERNATIONAL BROADCASTERS**.
- 4.8. to include the **EVENT** in the World Ranking system (as per the **HANDBOOK**) and update it upon conclusion of the **EVENT**.
- 4.9. to award special trophies and/or medals to the MVP and winning teams of the **EVENT**.
- 4.10. to assign the best available officials and **FIVB** delegates to ensure the smooth running of the **EVENT**, as well as implement officials' training program.

- 4.11. to arrange and be responsible for the international flights of the FIVB Officials and Delegates described in Clause 5.16 of Appendix A to the **HOST CITY(IES)**.
- 4.12. to secure the necessary hardware and software to implement the e-scoresheets, live scoring system, live athletes' statistics on all competition courts and to produce a team video for each team and other game-related technology at the discretion of **FIVB**.
- 4.13. to create and make available the Volleyball Information system (VIS software) to the **ORGANISER** to circulate and issue the list of eligible teams, competition results, **EVENT**'s ranking, competition schedule, results etc. through websites, Bulletins, outputs, press releases etc.
- 4.14. to create and constantly update an online Master plan (MAP) on the **FIVB** online platform accessible to the **ORGANISER** and to train and coordinate responsibilities related to organising the **EVENT** between the Parties in order to properly implement the terms of these **TERMS AND CONDITIONS**.
- 4.15. to provide the equipment specified in Clause 3.3 of Appendix A free of charge through the relevant **FIVB COMMERCIAL AFFILIATE**.
- 4.16. to implement organizational and promotional tools such as **BRANDING KIT**, Media Guide, website platform, refereeing resources, etc.
- 4.17. to promote the **EVENT** internationally, focusing on major **FIVB** properties such as the **EVENT** through its calendar and through all available communication means (including the **FIVB** website and social media) used by the **FIVB** Communications Department.
- 4.18. to create, develop and control the website (which shall have an fivb.org domain name), digital platforms and social media channels for the **EVENT** and the content for the website, digital platforms and the social media channels for the **EVENT**. All editorial control related to the content for the **EVENT** shall remain with the **FIVB**. The **ORGANISER** cannot create its own website for the **EVENT** and agrees to liaise with the **FIVB** before any content is produced for the **EVENT**.
- 4.19. to organize a seasonal media kick-off and regularly distribute press releases.
- 4.20. to produce promotional materials such as medals, **FIVB** and **EVENT** flags, trophies, publications (the **HANDBOOK**, media guide, **EVENT** previews featuring player bios for the top-ranked teams and special players) including information and pictures of the **EVENT**, etc.
- 4.21. to include the information and pictures related to the **EVENT** in the **FIVB** publications (final report, media guide, **EVENT** previews, etc.).
- 4.22. to provide free access to videos, pictures and players' biographies in the **FIVB** archives for promotional purposes related to the **EVENT**.

- 4.23. to invite a minimum of six (6) journalists from foreign countries. In addition, **FIVB** will ensure an effective distribution of Press Releases during the **EVENT** to a mass mailing list of media all over the world.
- 4.24. to create and implement the **FIVB** Digital Campaign, which the **ORGANISER** must comply with.
- 4.25. to provide the **ORGANISER** and the **NF** with the framework and expertise as it relates to organising the side events and grassroots development projects.
- 4.26. to provide the **ORGANISER** and the **NF** with the framework for the data collection and knowledge management regarding the **EVENT**, the side events, and grassroots development projects.
- 4.27. to decide upon all other matters in relation to the **EVENT** and its program, to the extent they are not regulated in the present **TERMS AND CONDITIONS** or in the **HANDBOOK**.
- 4.28. to distribute the total per diem and travel allowance to all of the **FIVB** Officials & Delegates, Personnel, and International Referees in accordance with the **FIVB** Financial Regulations.
- 4.29. to guarantee the production of the **DOMESTIC FEED** and **INTERNATIONAL FEED** of the **EVENT** and all other **HTVB** obligations through a company designated by the **FIVB**. **FIVB** reserves the right to negotiate regarding the production costs of the feeds with the **ORGANISER** of the **EVENT** in the event of a multi-**HOST CITY** or multi-**TERRITORY** format.

## 5. ORGANISATIONAL MATTERS

The **ORGANISER** shall:

- 5.1. ensure that the **EVENT** will be held at the highest rank of the world class events of Volleyball, as per **FIVB** requirements, and intended to have prestige equal to the Volleyball tournament of the Olympic Games.
- 5.2. to assume the responsibility of organising the **EVENT** during the time period approved by the **FIVB** under the conditions established by the **FIVB**, these **TERMS AND CONDITIONS** and the **HANDBOOK** and comply with the deadlines provided by **FIVB**.
  - 5.2.1. to comply with the provisions of the **HANDBOOK** related to entries, competition format, match format, competition programme, official Beach Volleyball rules, world ranking, participating national federations, the letter of invitation for visa purposes, the entry list of participating teams, sanctioning and licensing fee (Article 10 of the **HANDBOOK**), specific regulations, **EVENT's** regulations, sanctions, etc.
  - 5.2.2. to ensure that it - as well as all employees, contractors, licensees and other personnel connected to it - comply with the rules, regulations and guidelines provided by the **FIVB** in the performance of its duties hereunder and to ensure that all agreements it intends to conclude with any third party relating to the commercial exploitation and/or organisation of the **EVENT** shall conform with these **TERMS AND CONDITIONS**.
  - 5.2.3. to acknowledge that it is bound by all **FIVB** Regulations and the sanctioning regime provided for in the **FIVB** Disciplinary Regulations as a "Natural or legal person organising

or involved in any way in the organisation of FIVB competitions” under Article 1 of the **FIVB Disciplinary Regulations** for purposes of organising the **EVENT**.

- 5.3. not to use any of the rights granted herein in a manner which in the reasonable opinion of the **FIVB** is prejudicial to the sport of Beach Volleyball, to the **FIVB** or to the **EVENT**.
- 5.4. to obtain all necessary authorizations, approvals and consent with respect to the discharge of its obligations hereunder;
- 5.5. obtain the endorsement of the **NF** and provide the **NF** or **FIVB** with all information and access necessary to supervise the organisation of the **EVENT**.
- 5.6. to properly establish an Organising Committee to be responsible for the administration of the organization, preparation, staging, and winding up of the **EVENT** in accordance with the **FIVB EVENTS REGULATIONS** and the **FIVB HANDBOOK** within the **TERRITORY** and establish a full time Organisational Chart (BVB-05 Form) comprising the different people who shall perform specific duties as described in the **HANDBOOK**. The **ORGANISER** shall provide the **FIVB** with the Organising Committee’s structure within thirty (30) days of the confirmation of the FIVB’s acceptance of the **ORGANISER’s** bid. The organising chart key members will be required to work in a fully equipped office starting at least one (1) year before the start of **EVENT** or upon signature. The establishment of an Organising Committee shall be a material obligation for the **ORGANISER** under this **AGREEMENT**.
  - 5.6.1. If the Organising Committee becomes a separate legal entity:
    - 5.6.1.1. to be at all times jointly and severally liable towards the **FIVB** for any obligations undertaken by Organising Committee under these **TERMS AND CONDITIONS**;
    - 5.6.1.2. to ensure that, prior to the Organising Committee assigning any rights or obligations to Organising Committee, the Organising Committee will submit a declaration signed by its legal representative to **FIVB** whereby the Organising Committee will commit to be jointly and severally liable with the **ORGANISER** for any obligations undertaken by Organising Committee under these **TERMS AND CONDITIONS**.
  - 5.6.2. to appoint an **EVENT** Director in order to be the main point of contact for the **FIVB** and other entities. The **EVENT** Director shall arrive at the same time of the Technical Delegate;
  - 5.6.3. to bear all costs for the **EVENT** secretariat, including translator, security and equipment.
- 5.7. ensure through the appropriate local city/regional authorities full exclusivity of the Beach Volleyball venues concerning the staging of other international beach sports events from one (1) month before to fifteen (15) days after the **EVENT**. Moreover, the **ORGANISER** is prohibited from including the **EVENT** in any cultural, commercial or multi-sport event unless otherwise agreed to by **FIVB**.
- 5.8. guarantee to set-up the stadiums, competition areas and facilities for the **EVENT** for each **HOST CITY** in accordance with the provisions of the **HANDBOOK** based on the following requirements:

5.8.1. Courts

- 5.8.1.1. One (1) official competition centre court in a stadium with a minimum of 8,000 seats, which shall include one secured and roofed section on the general grand stand at the centre court for the athletes, their family members and coaches, accredited media, VIPs, two (2) giant TV screens, LED Panels for advertising, sports presentation and entertainment purposes, and a sound system in accordance with the required standards provided by **FIVB**;
- 5.8.1.2. at least two (2) additional competition courts (or as many as needed) with a minimum of 1,000 seats per court in the event of a single **HOST CITY** concept or at least two (2) additional competition courts with a minimum of 2,000 seats per court in the event of a multi-**HOST CITY** concept;
- 5.8.1.3. two (2) training courts per **HOST CITY**;
- 5.8.1.4. two (2) warm-up courts per **HOST CITY** adjacent to the main competition court;
- 5.8.1.5. two (2) additional sand courts per **HOST CITY** to be set-up to organize camp kids, sponsors activities, etc. and
- 5.8.1.6. all courts shall be set up until the last day of the **EVENT**.

5.8.2. Sand and Equipment

- 5.8.2.1. All courts (including competition and warm-up) must use the same sand in accordance with the **FIVB** requirements set out in the **HANDBOOK**. A sample of the sand needs to be tested and approved by the **FIVB** sand laboratory for the **FIVB** records, at least six (6) months before the **EVENT** or upon signature, whichever comes last;
- 5.8.2.2. to provide a lighting system in accordance with the requirements of the **HANDBOOK**, in the event that the **EVENT** features at least one night match;
- 5.8.2.3. to use only **FIVB** homologated equipment, uniforms, Referee Communication System, **VCS**, and the two (2) electronic scoreboards provided by the **FIVB** through its supplier and, the hardware specified in the **HANDBOOK** in order to implement the e-scoresheets, live scoring system on all competition courts, teams' statistic system and team video system, and one (1) ball speed serving measuring device and
- 5.8.2.4. Any additional materials should be requested to the **FIVB** at least six (6) months prior to the **EVENT** in order to explore the possibility of offering a complementary allotment at discounted prices to the **ORGANISER** or through a separate sponsorship package from the one featured in these **TERMS AND CONDITIONS**.

5.8.3. Facilities around the competition courts at each competition venue in accordance with the provisions of the **HANDBOOK**:

- 5.8.3.1. Technical officials working area and meeting rooms: provide designated working areas adjacent to the competition courts for the **FIVB** technical officials needed to ensure the smooth operations of the competition, such as **FIVB** Technical Delegate, **FIVB** Referee Delegate, etc. Additionally, the **ORGANISER** shall arrange meeting rooms for the referees' clinic (i.e. possibly with lockers or specifically dedicated security place for the referees and auxiliary officials' personal belongings), the preliminary inquiries and the technical meetings in accordance with the **HANDBOOK** as well as a separate, fully furnished meeting room for the **FIVB** President.
- 5.8.3.2. VIP hospitality room, decoration and catering: guarantee hospitality for VIPs of highest level in accordance with the standards established by the **FIVB** and of a quality befitting the highest level of international competitions. **ORGANISER** shall provide access to **FIVB** and the **FIVB COMMERCIAL AFFILIATES** in accordance with Clause 3.11 of Appendix B.
- 5.8.3.3. Office Space and Storage Space: provide and equip suitable offices and storage space at the **SITE(S)** or in close proximity, in accordance with the provisions laid down in the **HANDBOOK** (i.e. with telecommunications facilities) for the use of the **FIVB** officials, the **NF**, the Sports Presentation Team, FIVB Development team, etc. prior to and during the **EVENT**. These offices should be situated in the same area at the venue and close to the offices of the **ORGANISER**. The Sports Presentation Team also requires suitable changing rooms.
- 5.8.3.4. Accreditation Office: provide and equip suitable offices at the **SITE** or in close proximity, in accordance with the provisions laid down in the **HANDBOOK** (i.e. with telecommunications facilities) for the use for the printing and management of accreditations.
- 5.8.3.5. Players' area and locker rooms: provide a locker room of a quality befitting the highest level of international competitions, a lounge for players to rest, relax, and socialize, and one designated toilet in close proximity to centre court for the players.
- 5.8.3.6. Coaches' area: shall provide an area designated for coaches, which shall be sufficiently near the players' area.
- 5.8.3.7. Referees' area and locker rooms: provide an area and locker rooms designated for referees and auxiliary officials (including line judges and scorers), which shall be sufficiently separated from the players' area.
- 5.8.3.8. Dining area and catering for athletes, referees and officials: provide a dining area complete with catering that has a consistent and flexible nutrition policy to athletes, referees, and officials at the **SITE(S)**, featuring first-class food and services for lunch and dinner during the **EVENT** (minimum of three (3) hours per meal).
- 5.8.3.9. Volunteers' area: provide an area designated for volunteers to rest, relax, and socialize.



5.8.3.10. Medical facilities: provide medical, massage, and physiotherapy assistance, facility, equipment and staff (such as first aid and physiotherapy) in accordance with the **HANDBOOK**. Physiotherapists and doctors of the participating teams who are endorsed by their respective **NFs** through the appropriate form should be given access to the necessary areas, such as the Physiotherapy facilities, Medical Facilities, etc., to treat the athletes concerned.

5.8.3.11. Doping Control Facilities: provide a sufficient area and facilities to allow the **FIVB** to conduct doping control and sample collection in accordance with the **FIVB** Anti-Doping and Medical Regulations. This area shall be separate from the medical facilities provided in Clause 5.8.3.10 above. Additionally, if requested by the **FIVB** at least three (3) months before the **EVENT**, the **ORGANISER** shall provide the FIVB with a booth near the court to conduct anti-doping education programmes.

5.8.3.12. Media facilities: provide the following facilities for the media:

5.8.3.12.1. an adequate and secure media tribune in the stadium(s) with a covered seating area, tables or support for writing and a clear view of centre court;

5.8.3.12.2. an adequate and secure media centre (close to centre court) at the venue(s) in accordance with the **HANDBOOK** that can accommodate the needs of at least 100 media representatives and offers the following services:

- Reserved workspaces for international and national news and photography agencies,
- Secure lockers,
- Electric sockets at all workspaces,
- At least one high-speed photocopier (min. 30 pages per minute),
- A minimum of two stand-alone PCs with Internet access,
- Adaptor/plug for multi-country access,
- A minimum of two laser printers,
- Notice board,
- Pigeon holes for distributing information,
- Adequately fast internet Wi-Fi and LAN connection which can manage the high traffic of information in the media working facilities and stands,
- At least two (2) English-speaking support staff to help with the operation of equipment and keep the media working area clean and tidy,
- At least four (4) television screens with TV coverage of the **INTERNATIONAL FEED** or the **DOMESTIC FEED**,
- At least one (1) television screen devoted to covering the content on the social wall;
- A lounge with adequate on-site catering, refreshments, sun screen and towels for all accredited journalists and photographers;

- At least one (1) security personnel to guard the photographer and videographer equipment;
  - One (1) media information/welcome desk to prepare and distribute official information in coordination with the **ORGANISER's** technical office.
- 5.8.3.12.3. a press conference room sufficient to accommodate at least 150 media representatives;
- 5.8.3.12.4. a separate and secure working space with high speed internet (Wi-Fi and LAN cable) and international telephone connection for the following FIVB media staff:
- 1 Media Delegate;
  - 2 Official photographers (FIVB Official and Getty Images);
  - 2 Social media journalists;
  - 1 Feature writer and
  - 3 Behind the Scene video crew members.
- 5.8.3.13. Mixed Zone: designate an area close to the competition court for conducting post-match interviews with players, etc.
- 5.8.3.14. Trade Village for **FIVB COMMERCIAL AFFILIATES** and **NATIONAL SPONSOR(S)/SUPPLIER(S)**: provide reasonable amount of space in a premium location to be agreed in good faith based on sponsor needs free of charge to allow **FIVB COMMERCIAL AFFILIATES** and **NATIONAL SPONSOR(S)/SUPPLIER(S)** to set up booths to promote their respective products and services. **FIVB** shall confirm which **FIVB COMMERCIAL AFFILIATES** shall use the space within sixty (60) days before the start of the **EVENT**.
- 5.8.3.15. Technical Facilities for **HTVB** Broadcaster, Betting Services and **VCS**:
- 5.8.3.15.1. provide the technical facilities, including a designated area for the production trucks and editing facilities and designated area for the English and local language commentators, for the **HTVB** necessary to ensure a top class production of the broadcast feeds and broadcast of the **EVENT** that comports with the requirements set out in **HANDBOOK**.
- 5.8.3.15.2. shall designate an area and provide facilities, a free high-speed WiFi internet connection and all necessary assistance for the **FIVB** Official Betting Service provider. The **FIVB** Official Betting Service provider shall cover all onsite costs related to the implementation of its services, which the **ORGANISER** shall offer at market price in accordance with a rate card.
- 5.8.3.15.3. provide all **VCS** facilities as required in the technical requirements for beach volleyball, including, but not limited to Operations area, court requirements, automation requirements and TV broadcast requirements;

- 5.8.3.16. Concessions and sanitary facilities: provide the sufficient number of concession areas and bathrooms for spectators and personnel to accommodate a sold out venue(s) for the **EVENT**.
- 5.8.3.17. Handicapped accessibility: ensure that the facilities at the **EVENT** are sufficiently accessible for handicapped persons in compliance with local law.
- 5.8.3.18. Parking: make available parking near the competition courts sufficient to cover the demand of spectators coming to the **EVENT**.
- 5.8.3.18.1. At least twelve (12) parking passes must be reserved for the **FIVB** free of charge for each day of the **EVENT** at each **SITE**.
- 5.9. provide equipment, dedicated 4G connection (ideally LAN for centre court) and a working position as per the FIVB requirements for the implementation of E-scoresheet and Live Scoring;
- 5.10. ensure that all office spaces, accreditations (full amount of accreditations requested by **FIVB**, including access to field of play) and competition courts shall have internet access of a sufficient speed (at least 20 megabits per second download and upload speed) in order to facilitate the work of the **FIVB** officials and employees, **ORGANISER's** employees, and the international media.
- 5.11. to be responsible for providing the best available security for all days and nights for all spectators, athletes, Officials, **FIVB**, **FIVB COMMERCIAL AFFILIATES'** materials at the **SITES** before, during and after the **EVENT** in accordance with the **HANDBOOK**. The **ORGANISER** shall communicate to the local police authorities any specific needs it may have in order to fully secure the venue area. The **ORGANISER** shall provide a security plan from a reputable security agency at least six (6) months before the **EVENT** for the **FIVB's** approval.
- 5.12. ensure that all major construction of the **SITE** shall be completed at least five (5) days before the start of the **EVENT**. Major construction shall mean construction that may jeopardize the look and the operations of the **EVENT**.
- 5.13. ensure that the venue is capable of proper delivery of a TV signal for the **BROADCAST** of the **MATCHES** through consultation with the **FIVB**, the **FIVB TV COORDINATION AGENCY**, and the **HTVB**.
- 5.14. provide the space, access, and assistance as required by the **FIVB**, the **FIVB TV COORDINATION AGENCY**, **VCS** technicians, **FIVB** Official Betting Service provider and the **HTVB**.
- 5.15. use the following mandatory technology during the **EVENT** in accordance with the **HANDBOOK** and **FIVB** Guidelines:
- Results on the **FIVB's** Volleyball Information System;
  - E-Scoresheet System;
  - Live scoring;
  - **VCS**;
  - Two (2) Giant screens as described in Clause 5.8.1.1 above;
  - One (1) row of LED Panels as described in Clause 3.2 of Appendix B;
  - Two (2) electronic scoreboards as provided by the **FIVB** and described in Clause 5.8.2.3 above;

- Referee Communication System as provided by the **FIVB**;
  - Hardware in order to provide team's statistic system and team video system
  - Hardware used to produce a team video for each team and
  - Reasonable technological upgrades as required based on evolving technology.
- 5.16. arrange and be responsible for the local transportation, including transportation between the nearest international airport and the **SITE**, as well as between the official hotel(s) and the venue (and vice versa) for any competition matter, technical and official hospitality or social function if such activities are not within walking distance, for Main Draw teams, the **FIVB** Officials and Delegates as follows:
- FIVB President (suite in a 5 Star hotel and personal car with driver)
  - FIVB Secretary General
  - FIVB General Director
  - FIVB Beach Volleyball Director
  - 1 Technical Delegate
  - 1 Referee Delegate
  - 1 TV Delegate
  - 1 Media Delegate
  - 1 Medical Delegate
  - 1 Feature Writer
  - 1 TV Coordinator
  - 1 TV Commentator
  - 1 TV Clip Producer
  - 1 Photographer/Videographer
  - 2 Social Media Journalists
  - 3 Behind the Scenes video crew members (including local transportation as needed to obtain video footage from the **HOST CITY** and around the **SITES**)
  - 1 FIVB Representative
  - At minimum 16 International Referees
  - 3 Challenge Referees
  - 3 **VCS** Technicians
  - 1 Getty Images Photographer
  - 1 Brand Implementation Manager and
  - 2 Team Statistics Delegates.
- 5.17. arrange and pay for the first-class hotel accommodation (category min. 4 stars), including breakfast, lunch and dinner in the **HOST CITY** for Main Draw athletes participating in the **EVENT**, and all of the abovementioned **FIVB** Officials and Delegates in accordance with the provisions of the **HANDBOOK**.
- 5.18. to cover the expenses, including travel and accommodation, of one (1) inspection visit conducted by the **FIVB** Beach Volleyball Director, **FIVB** Technical Delegate, **FIVB** TV Coordinator, **FIVB** Communication Delegate and **FIVB** Marketing Delegate for a minimum of two (2) full days to check the status of the preparation of the **EVENT** in critical areas such as competition, venue lay-out, marketing, accommodation, transportation, broadcasting, promotion, etc. A second inspection visit may be carried out only if necessary.
- 5.19. cover all of the related costs in the **TERRITORY** (i.e. installation, accommodation and local travel costs for the technicians running the **VCS**, etc.) as well as a service fee per day for the amount of match days determined in the sole discretion of **FIVB**. The **VCS** selected by the **FIVB**

(currently: Hawk-Eye), which **FIVB** shall provide through its supplier. The number of technicians shall be three (3). In the event that **FIVB** finds a sponsor for the **VCS**, then **ORGANISER** shall only have to cover local accommodation and local travel costs for the technicians.

- 5.20. ensure unhindered access to the **SITE** to the **FIVB** Officials no less than five (5) days prior to the **EVENT**.
- 5.21. create and implement an entertainment plan, which shall be provided to the **FIVB** for its approval by no later than two (2) months before the **EVENT**, at the **SITE** during and surrounding the **EVENT** for spectators and families in accordance with the **HANDBOOK** by including venue technology and digital engagement, content management, crowd engagement, and live performances by musical artists at centre court and sufficient sports presentation and entertainment personnel, such as a venue host, MC, field talent, etc. On the secondary courts, an announcer and a small entertainment will be required as well as live scoring and statistics of the players.
- 5.22. organise and bear all costs of a Drawing of Lots event for the **EVENT** under **FIVB's** supervision, which shall take place before the commencement of the **EVENT**. The **ORGANISER** shall bear all international travel and accommodation costs for up to three (3) **FIVB** delegates that will attend the Drawing of Lots event. The date and place for the Drawing of Lots event shall be jointly decided by **FIVB** and the **ORGANISER** but in any event, shall take place no later than thirty days (30) before the **EVENT**. The **ORGANISER** shall provide a concept for the Drawing of Lots event for **FIVB's** approval no later than six (6) months before the **EVENT**. The Drawing of Lots event shall be a true promotional event and shall comply with the requirements set by **FIVB** and notified to the **ORGANISER**.
- 5.23. hold an opening ceremony, awards, and a closing ceremony for the **EVENT**. The **ORGANISER** may decide the size, program, content and other details of the opening and closing ceremony for the **EVENT** in strict compliance with **FIVB** protocol, regulations and guidelines.
- 5.24. organise a Trophy Tour in the **TERRITORY(IES)** for the promotion of the **EVENT** with at least one stage for the **HOST CITY(IES)** in accordance with the Trophy Tour Guidelines provided by the **FIVB**. For the avoidance of doubt, **FIVB** may organise other stages of the Trophy Tour outside of the **TERRITORY**. The **ORGANISER** shall prepare a detailed promotional plan for the Trophy Tour by no later than 31 October 2018 for the **FIVB's** approval.
- 5.25. plan and implement side events and grassroots development projects, such as kids' camps, clinics, mini volley, and tournaments for spectators, etc., with the **FIVB** Sports Development Department and the **NF** as part of the **EVENT** targeting children families, amateur and professional players, and local companies.
- 5.26. to conduct an impact study on the **HOST CITY** in the **TERRITORY** and TV and Media Monitoring Report within three (3) months after the conclusion of the **EVENT** according to a template provided by **FIVB**.
- 5.27. bear the necessary insurance costs in order to cover the **ORGANISER's** civil liability as well as the risk of loss resulting from causes outside the **FIVB's** or **ORGANISER's** control and/or in circumstances not imputable to either as part of organising the **EVENT**. The **ORGANISER** must present at least sixty (60) days in advance of the starting day of **EVENT** the signed insurance policy contract, naming **FIVB** as an additional insured under the insurance policy, for the **EVENT**. In case of non-compliance with this provision, the **ORGANISER** will compensate the

**FIVB** for any and all liability and/or damages incurred resulting from the abovementioned causes.

- 5.28. pay a total **PRIZE MONEY** as designated in Section 2 above to the **ELIGIBLE ATHLETES** within fifteen (15) days of the conclusion of the **EVENT** in accordance with the **HANDBOOK**.
- 5.29. pay the amount of CHF 125 net per day for the travel allowance of the FIVB Officials & Delegates (with the exception of International Referees) designated in Clause 5.16 above covering the day before their arrival to the day after their departure and the amounts of CHF 100 for the per diem and CHF 125 for the travel allowance of the International Referees per day covering the day before their arrival to the day after their departure to **FIVB** at least thirty (30) days before the **EVENT**.
- 5.30. assume sole responsibility and pay for all taxes and duties according to the national tax law arising from all its activities hereunder, such as advertising, **PRIZE MONEY** payments, etc., in connection with the **EVENT** or importation of goods required for the **EVENT**.
- 5.31. use its best efforts to ensure that no importation or customs charges, taxes or other fees are levied against equipment, books and other materials transported into the **TERRITORY** for the **EVENT**.
- 5.32. In the event that the **EVENT** is organised based on a multi-**HOST CITY** or multi-**TERRITORY** format, the abovementioned obligations shall be adapted as required by the **FIVB** in order to properly organise the **EVENT** in multiple **HOST CITIES** in accordance with the **HANDBOOK**.

# FIVB Beach Volleyball World Championships 2019

## Terms & Conditions for Organising the World Championships

### APPENDIX B – MARKETING TERMS

#### 1. BASIC PRINCIPLES

- 1.1. **FIVB** is the sole owner of the **EVENT** and of all rights of advertising/publicity and any other commercial rights in relation to the **EVENT**.
- 1.2. **FIVB** is also the sole owner of the **MARKS** and in general all **FIVB**'s names, logos, brands, music, mascots, medals, plaques and trophies.
- 1.3. All rights to the fixture list, as well as any data and statistics collected by **FIVB** (including databases in which such data is stored) in relation to the games of, and players' participation in, the **EVENT** are the sole and exclusive property of **FIVB**. No tickets or accreditation may be used by anyone in order to gain access to a venue of the **EVENT** for the purposes of collecting or gathering such data, and such activities are expressly prohibited. The **ORGANISER** undertakes the responsibility to implement and enforce **FIVB**'s rights through the appropriate means, including in the tickets' terms of use. The foregoing prohibition does not apply to the participating National Federations, subject to any and all such data collected being used solely for the purposes of instructing their team, players and officials and expressly excluding any other exploitation or use whatsoever.
- 1.4. The **FIVB** is solely authorized to grant commercial, promotional and licensing rights to the **EVENT** such as, but not limited to the following:
  - 1.4.1. Association rights through official titles such as "Partner", "Sponsor", "Supplier", "Supporter", "Product", etc., linked to the **EVENT**. For the sake of clarity, the **ORGANISER** is not allowed to engage an **EVENT TITLE** sponsor or presenting sponsor.
  - 1.4.2. Promotional rights for (stands for) sale, demonstrations or exhibitions inside or outside of the **SITE** (including the press centres).
  - 1.4.3. Right to sell any **MERCHANDISING** or other products in the **SITE**.
  - 1.4.4. Licences for the use of the **MARKS** (including emblem, logo, designation, name, title) of the **EVENT**, including the right to use the **MARKS** on **MERCHANDISING**. In case **FIVB** will not exploit any of the rights as per 1.4.3 and 1.4.4 herein, **ORGANISER** can produce and sell **EVENT**' merchandise according to the **FIVB BRANDING KIT** and product range approved by **FIVB**. A separate agreement shall be signed in that respect. The parties will negotiate possible royalties in favour of the **ORGANISER** in relation to the sale of **MERCHANDISING** products in the **TERRITORY**.
  - 1.4.5. Advertising rights by placing or using static, dynamic or sound advertising/publicity in or around the **SITE**.
  - 1.4.6. All **MEDIA RIGHTS** arising from or in connection with the **EVENT**, which shall be fully retained by the **FIVB**.

- 1.4.7. FIVB shall reserve the right to approve all **NATIONAL SPONSOR(S)/SUPPLIER(S)** according to International practices, such approval not to be unreasonable withheld.

## 2. ORGANISER RIGHTS

The **FIVB**, as the sole and exclusive owner of all rights to the **EVENT**, hereby grants the following commercial rights with respect to the **EVENT**:

- 2.1. to commercially exploit advertising spaces as specified in the attached Court Layout (see Schedule 1) as well as to receive 100% of the fee paid by **NATIONAL SPONSOR(S)/SUPPLIER(S)** for such advertising. For the sake of clarity, the percentage of advertising time on the courtside LED boards will be split 50 percent to the **ORGANISER** and 50 percent to **FIVB** as per the attached **EVENT** Commercial Inventory (see Schedule 2) and LED Guidelines (see Schedule 3).
- 2.1.1. The **ORGANISER** has a right to run two (2) non-commercial, promotional or charity messages on the LED boards and giant screens in addition to the overall advertising time prior to the start of the **INTERNATIONAL FEED** in accordance with the LED Advertising Board Running Order per the LED Guidelines (Schedule 3). Two (2) messages will be also run by the FIVB (e.g. #VolleyballYourWay and #JoinTheConversation).
- 2.1.2. The following categories are reserved for the **FIVB** and are referred to as **RESERVED CATEGORIES**:
- Beach Volleyball Balls
  - Beach Volleyball Sports Equipment (including without limitation nets, antennae, posts, post pads, poles basis, referee chairs)
  - Betting and gambling
  - Sports and other Apparel (including, without limitation, headwear)
  - Automobile & car
  - Courier, freight forwarding & logistics
  - Personal care
  - Time keeping and Game-related technology (e.g. **VCS**, statistics, LED net, etc.)
  - Data
  - Banking (non-exclusive)
- 2.1.3. **FIVB** remains the sole and exclusive owner of the commercialization of rights for the **RESERVED CATEGORIES** and that the **ORGANISER** is NOT allowed to enter into an agreement relating to the **EVENT** with a sponsor within the **RESERVED CATEGORIES** during the **TERM**. In the event that the **FIVB** obtains a commercial sponsor in a different category than those listed above before the conclusion of the **AGREEMENT**, said category shall automatically become a **RESERVED CATEGORY**. Upon request by the **ORGANISER**, **FIVB** may, in its sole discretion, choose to release one or more of the **RESERVED CATEGORIES** to the **ORGANISER** for the **ORGANISER's** commercial exploitation within ten (10) business days of said request.
- 2.1.4. The **FIVB** agrees that the **ORGANISER** may solicit entities for the grant of commercial rights for the **EVENT** in the **TERRITORY** as **NATIONAL SPONSOR(S)/SUPPLIER(S)** in respect of product categories which are not **RESERVED CATEGORIES** provided that:
- (a) such exploitation is always in accordance with these **TERMS AND CONDITIONS** and **HANDBOOK**;



- (b) such **NATIONAL SPONSOR(S)/SUPPLIER(S)** are not competitors – directly or indirectly, as determined by **FIVB** – of the **FIVB COMMERCIAL AFFILIATES**.
  - (c) **FIVB** shall reserve the right to approve all **NATIONAL SPONSOR(S)/SUPPLIER(S)** according to International practices, such approval not to be unreasonable withheld
- 2.1.5. In any event, and for the sake of clarity, no publicity
  - for strong Alcohol (spirits), except in **ORGANISER's** VIP area, and for Pornography and Tobacco at all areas of the **SITE**; and/or
  - which could be – in **FIVB's** opinion – prejudicial to any ethnic, religious or political group is permitted.
- 2.1.6. A **NATIONAL SPONSOR/SUPPLIER** cannot be guaranteed worldwide product category exclusivity and the same product category may be sold by one or more National Federations for use limited to their **TERRITORY**. The **ORGANISER** and the **FIVB** shall keep each other informed of every sponsor contacted and on the progress of negotiations in order to avoid conflicting interests. In the event of a conflict of interest, the **FIVB** shall decide on a "first come, first served" basis.
- 2.1.7. Should the **FIVB** have the opportunity to enter into an agreement with an **FIVB COMMERCIAL AFFILIATE** outside its **RESERVED CATEGORIES**, the **FIVB**, if interested in such an opportunity, may request the **ORGANISER** to disclose documentation proving negotiations in order to implement a buy-out policy to be agreed by the parties.
- 2.2. The **HOST CITY** designation is the official title which describes the status of the city in relation to the **EVENT** as follows:
  - 2.2.1. "FIVB BEACH VOLLEYBALL WORLD CHAMPIONSHIPS Host City 2019"
  - 2.2.2. "Host City [*Name of HOST CITY*]"
- 2.3. The **ORGANISER** and the **HOST CITY** may use the official **EVENT TITLE**, the **EVENT LOGO** and the **HOST CITY** designation only:
  - 2.3.1. for editorial purposes in non-commercial articles about the **EVENT** (no approval needed by **FIVB**) and
  - 2.3.2. as part of the Marketing, Branding and Promotional material (approval required by **FIVB**) and always in accordance with the **BRANDING KIT** and **LOOKBOOK** ("**Lookbook**" is a collection of photographs and designs to show off a model of the actual venue look and marketing material layouts).
- 2.4. to sell sponsorship space on the front and back of the players' uniforms to the **NATIONAL SPONSORS** in accordance with the **HANDBOOK**. The advertisement on the players' uniforms shall be in the centre of the jersey, below the name and/or country and number of the player, and shall not exceed 300 cm<sup>2</sup> for the men's uniform and 56 cm<sup>2</sup> for the women's uniform.
- 2.5. Subject to **FIVB's** prior written approval, which may not be unreasonably withheld, to grant to any third party licensing and/or merchandising rights to the **COMPOSITE LOGO**, within the **TERRITORY**. Any exploitation of licensing and/or merchandising rights through digital platforms, such as internet, mobile, etc., shall be managed by **FIVB** through its online platform with the proceedings from the exploitation of such rights within the **TERRITORY** going to

**ORGANISER** subject to the payment of a 20 percent sales commission net of costs to **FIVB**. For the avoidance of doubt, all licensing and merchandising rights outside of the **TERRITORY** shall remain with **FIVB**.

- 2.5.1. The exercise of such rights shall be in compliance with the terms of Schedule 2 and restricted to a specific product category. In the event that such licensing and/or merchandising rights are granted to **NATIONAL SPONSORS**, they shall only be granted for products which fall within the product category of the respective **NATIONAL SPONSOR** (e.g. if a **NATIONAL SPONSOR** in the product category of soft drinks is also granted licensing and/or merchandising rights, it will have the right to use the **EVENT LOGO** or the **COMPOSITE LOGO** only on the label of its soft drink bottles) and are in compliance with FIVB Guidelines. For the sake of clarity, this restriction also applies to **FIVB COMMERCIAL AFFILIATES**.
- 2.5.2. As it relates to the sports apparel category, all merchandising opportunities in the sports apparel for the official merchandise of the **TOURNAMENT** shall be offered first to the **FIVB COMMERCIAL AFFILIATE** (ASICS) in that category. In the event that the **FIVB COMMERCIAL AFFILIATE** declines said opportunity, any merchandising opportunities can be provided to another provider so long as it is unbranded.
- 2.6. to sell or license a third party to provide concession services, such as food and beverage, and retain all revenue derived therefrom subject to **FIVB** Regulations, the **HANDBOOK**, and local law of the **TERRITORY**. The **ORGANISER** or any third party licensed by the **ORGANISER** shall not be allowed to sell any spirits or tobacco at the **SITES** unless approved in writing by the **FIVB**.
- 2.7. to sell admission tickets to the **EVENT** through a digital e-ticket system and to keep any revenue derived therefrom (100% of ticketing VIP and general grand stand). The price of the tickets shall be established considering the demand and offer of the potential interested audience aiming to grant a sufficient number of spectators every day of the **EVENT**.
- 2.8. to create and sell an official program for the **EVENT**. The **ORGANISER** shall have right to sell advertising within the official program to **NATIONAL SPONSOR(S)/SUPPLIER(S)**. In any event, no advertising within the program shall be sold to or feature competitors of the **FIVB COMMERCIAL AFFILIATES**.
- 2.9. to charge for parking and retain any revenue derived therefrom for the **EVENT**.
- 2.10. to set up, sell and deliver commercial hospitality packages at the **SITES** in addition to those required under these **TERMS AND CONDITIONS** provided that such packages are granted to **FIVB** and **FIVB COMMERCIAL AFFILIATES** at a special rate and are subject to the Hospitality Guidelines issued by the FIVB.
- 2.11. to exercise its rights and perform its obligations under the **HANDBOOK** and under these **TERMS AND CONDITIONS** in relation to the commercial aspects of the **EVENT**.

### **3. ORGANISER OBLIGATIONS**

The **ORGANISER** agrees to the following commercial obligations:

- 3.1. to bear all costs of all branding for the **EVENT**, including, but not limited to, the branding materials described in Article 3.2 of Appendix B. The **ORGANISER** is required to appoint a professional brand production company to produce all branding for the **EVENT**. The branding

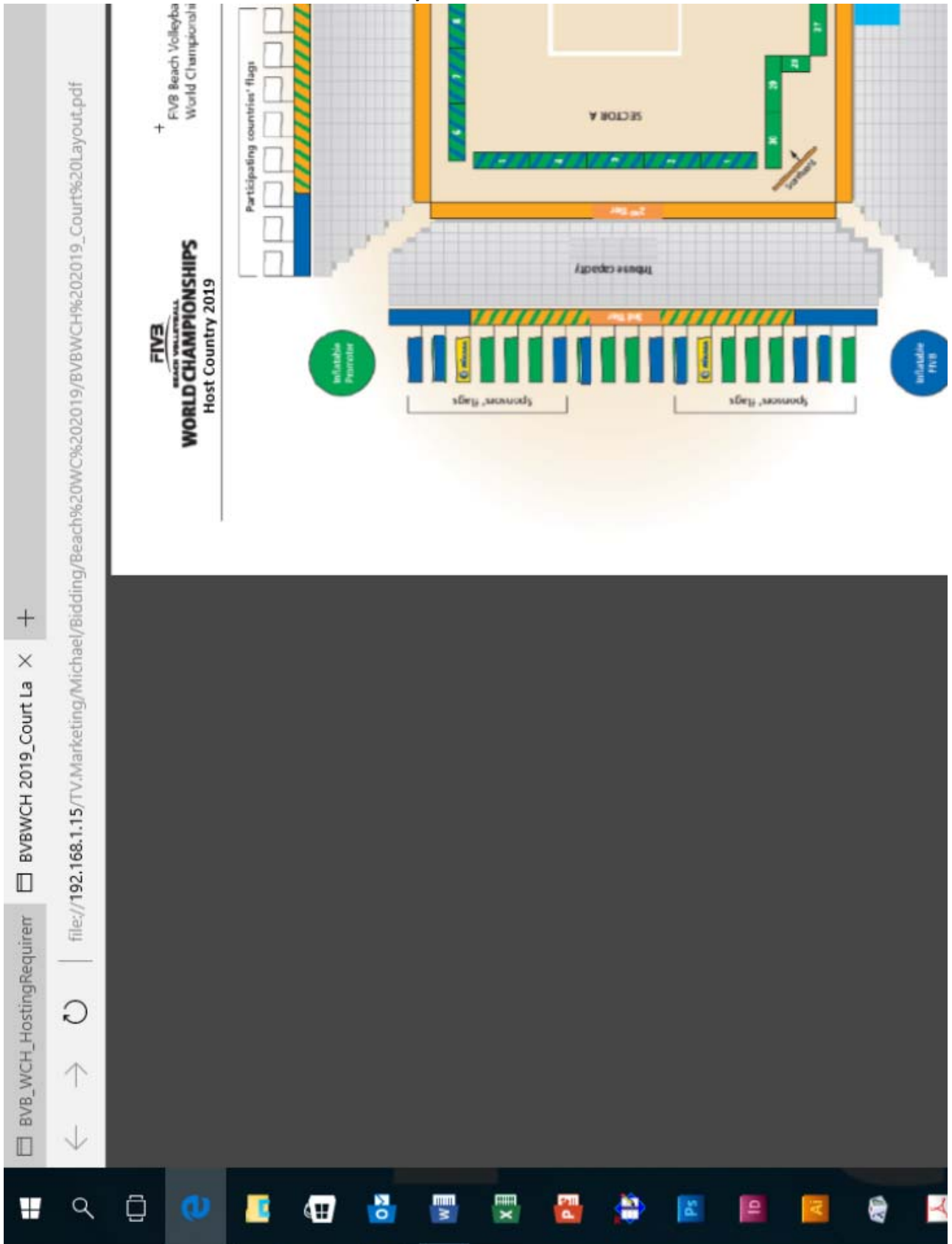
- production company shall have unhindered access to the **SITE** starting no less than five (5) days prior to the **EVENT**.
- 3.2. to produce and, as appropriate, install, maintain, implement and remove, all venue advertising and branding materials produced by **FIVB**, the **NATIONAL SPONSOR(S)/SUPPLIER(S)** or **FIVB COMMERCIAL AFFILIATES**, including the advertising boards, composite boards, backdrops, flags, inflatables, templates, **VISUAL**, VIP and spectators entrances, backdrops, billboards, platforms, country flags, promotional material, **FIVB** branded panels, etc., unless otherwise agreed upon by the Parties in strict compliance with the requirements set out in these **TERMS AND CONDITIONS**, the **HANDBOOK**, the **BRANDING KIT**, and the attached Schedules, which form an inseparable part of this Appendix B.
- 3.2.1. On-court LED advertising position of the **FIVB COMMERCIAL AFFILIATES** (see Clause 2.1 of this Appendix B above) has to be maintained in the competition venue with exclusivity for said sponsors' product categories. Production of these LED boards and giant screens graphics will be done by the **FIVB**.
- 3.2.2. In the event of a failure of the LED system for any reason whatsoever, the panels must be immediately displayed as per the Static Board Configuration featured in the **HANDBOOK** and
- 3.2.3. to ensure that if any of the abovementioned advertising panels are double sided, both sides of these panels are identical and respect the requirements set forth in the **HANDBOOK** and the Schedules.
- 3.3. to ensure that the field of vision of the public and television cameras on all advertising boards at the **SITE** is not obscured in any manner during the **EVENT**, in particular by obstacles of any kind, such as players, security, spectators, marketing/advertising materials, other official personnel, or photographers.
- 3.4. to provide space and the necessary accreditations free of charge for a maximum of three (3) centrally located promotion and sponsorship activation points of sales (POS) of a minimum of 7m X 7m for each **FIVB COMMERCIAL AFFILIATE** (or a total surface of 49 m<sup>2</sup>), for exclusive franchise, selling, demonstration and display rights as set out in **HANDBOOK** and Schedule 2. The **FIVB COMMERCIAL AFFILIATE** shall cover any additional services required as part of its POS, which shall be provided by the **ORGANISER** at market price in accordance with a rate card.
- 3.5. to strictly comply with the branding on the athletes' uniforms which will be regulated by the **FIVB** according to its regulations, the **HANDBOOK**, the **BRANDING KIT**, and any other guidelines provided by the **FIVB** related to the athletes' uniforms.
- 3.6. to ensure exposure of each **FIVB COMMERCIAL AFFILIATE** in the official programme and other printed materials in accordance with the **BRANDING KIT** and Schedule 2.
- 3.7. to submit all commercial and branding materials in strict compliance with the **HANDBOOK** and the "Use of **MARKS**" provisions found in Appendix C of these **TERMS AND CONDITIONS** for **FIVB** approval before production and printing begins. Any production of materials featuring the **MARKS** or an **FIVB COMMERCIAL AFFILIATE** logo produced without prior written approval from the **FIVB** and that are not in accordance with these **TERMS AND CONDITIONS** will be considered a breach of contract and damages may then be claimed by the parties concerned.

- 3.8. to respect all rights in the **EVENT** granted to the **FIVB COMMERCIAL AFFILIATES** by the **FIVB**, such as ticket allocation rights, visibility rights, etc. and all requests, to the extent reasonably possible, made by **FIVB COMMERCIAL AFFILIATES** to the **ORGANISER**.
- 3.9. to use the products and/or services of each **FIVB COMMERCIAL AFFILIATE** unaltered to the exclusion of any competitive products and/or services unless permitted in writing by the **FIVB** (e.g. no agreement as to the reasonable terms and conditions of supply and services can be reached with such **FIVB COMMERCIAL AFFILIATE**), in which case the **ORGANISER** shall be entitled to source such products and services from third parties provided always that such suppliers shall be prohibited from availing themselves of any commercial association, official status or any other identification whatsoever in connection with the **EVENT**, the **FIVB** or the **ORGANISER** or from having any identification whatsoever at the **SITE**. The **ORGANISER** shall furthermore be solely responsible for covering all identification on all such products on the **SITE** during the **EVENT**.
  - 3.9.1. to guarantee that all the products related to the **EVENT** and supplied by the **FIVB COMMERCIAL AFFILIATES** for the **ORGANISER's** use (e.g. volleyballs) will be imported tax free and duty free by the host country or to make the corresponding payments.
- 3.10. to ensure that no less than five (5) days prior to the beginning of the **EVENT** and during the **EVENT**, no advertising material, products, attempts or company names and logos, other than those installed for the **FIVB COMMERCIAL AFFILIATES** and **NATIONAL SPONSOR(S)/SUPPLIER(S)** as specifically approved by the **FIVB** in writing, shall be visible at the **SITE**. The **ORGANISER** is responsible for any attempt of ambush marketing within the **SITE** perimeter and any attempt to associate this **EVENT** to competitors of the **FIVB COMMERCIAL AFFILIATES**.
- 3.11. to produce tickets for sale for the **EVENT** and sell them through a digital e-ticket system in accordance with the requirements of the **HANDBOOK**.
  - 3.11.1. The **ORGANISER** shall use its best efforts to obtain all necessary authorisations and permissions required under the laws governing the **TERRITORY** in order to receive consumer data from customers purchasing tickets to the **EVENT** and provide this data to the **FIVB**. The **ORGANISER** shall use its best efforts to obtain permission from each purchaser to allow the **FIVB** to send promotional and commercial materials for the sport of volleyball to said purchaser by providing a clickable box on the digital e-ticket system.
  - 3.11.2. The **ORGANISER** shall inform spectators before the purchase of tickets as part of the digital e-ticket system if their tickets have an obstructed view due to venue and/or camera layout.
  - 3.11.3. The **ORGANISER** shall reserve the following tickets for **FIVB** and the **FIVB COMMERCIAL AFFILIATES**:
    - 3.11.3.1. Minimum ten (10) highest level VIP accreditations, must be reserved free of charge for the **FIVB** President or other **FIVB** Executives transferable per day;
    - 3.11.3.2. Minimum fifty (50) Grand Stand seats must be reserved free of charge for the **FIVB** for each session;

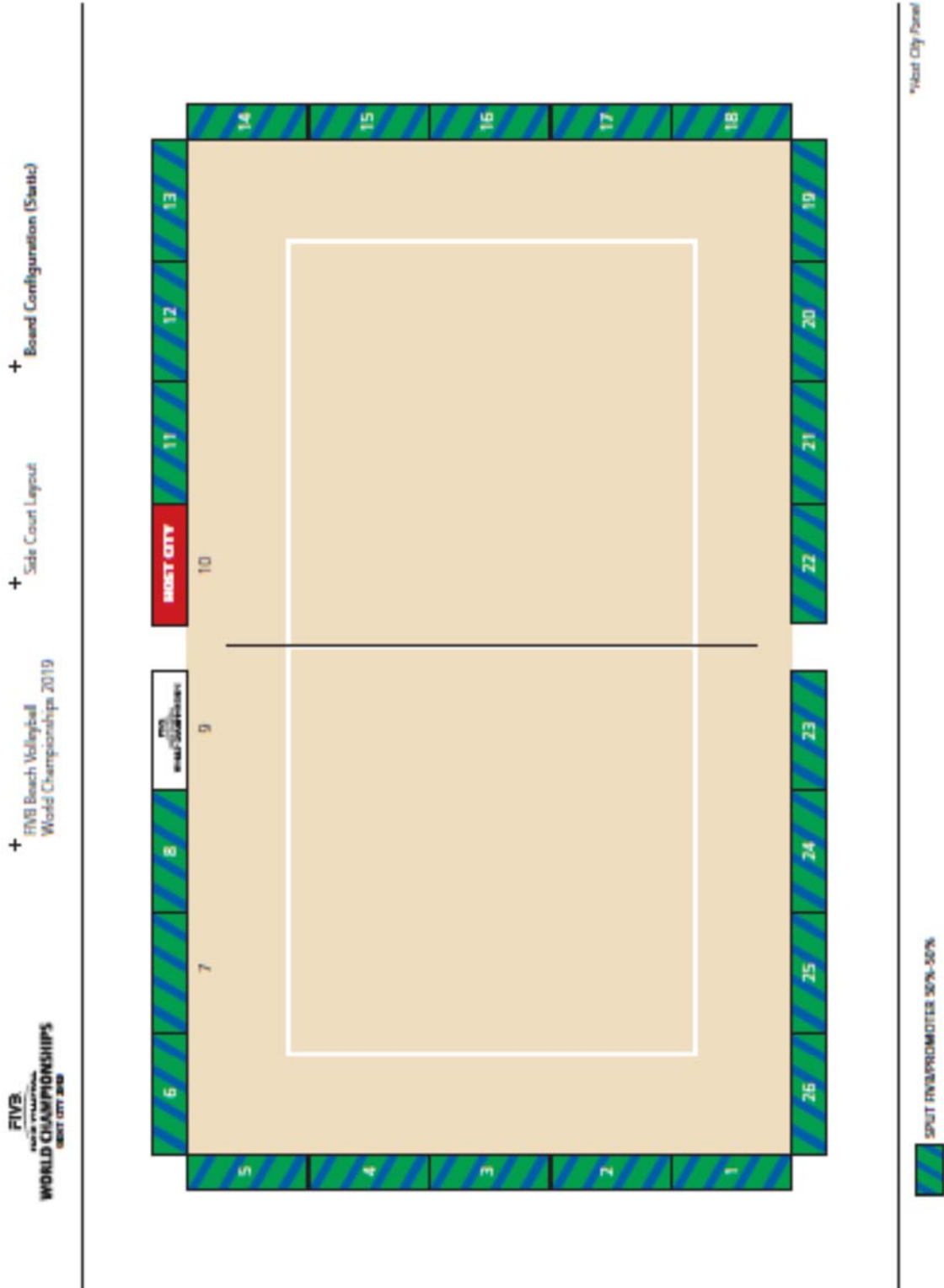
- 3.11.3.3. Minimum fifty (50) tickets to the opening and closing ceremonies must be reserved free of charge for the **FIVB**;
  - 3.11.3.4. The allocated amount of highest level VIP accreditations and Grand Stand tickets for **FIVB COMMERCIAL AFFILIATES** as requested by the **FIVB**. The **FIVB** has provided an estimate of the highest level VIP accreditations and Grand Stand tickets for the **FIVB COMMERCIAL AFFILIATES** in Schedule 2 but shall communicate the exact amounts requested to the **ORGANISER** at least sixty (60) days before the **EVENT**;
  - 3.11.3.5. to offer the **FIVB** and each of its **FIVB COMMERCIAL AFFILIATES** the opportunity to purchase, at face value, first class category tickets in the VIP stand and/or general grand stand for each day of the **EVENT** as specified in the **HANDBOOK** provided that all such tickets are granted or sold to the parties concerned for promotional purposes only and not for resale.
- 3.12. to comply with any and all requirements set out to the attached Schedule 1 – Court Layout, Schedule 2 – Event Commercial Inventory (the specific Rights Exploitation Plan of the **EVENT** shall be provided at least one (1) year before the start of the **EVENT**) and Schedule 3 – LED Guidelines which form an inseparable part of this Appendix B.

# SCHEDULE 1 – COURT LAYOUT

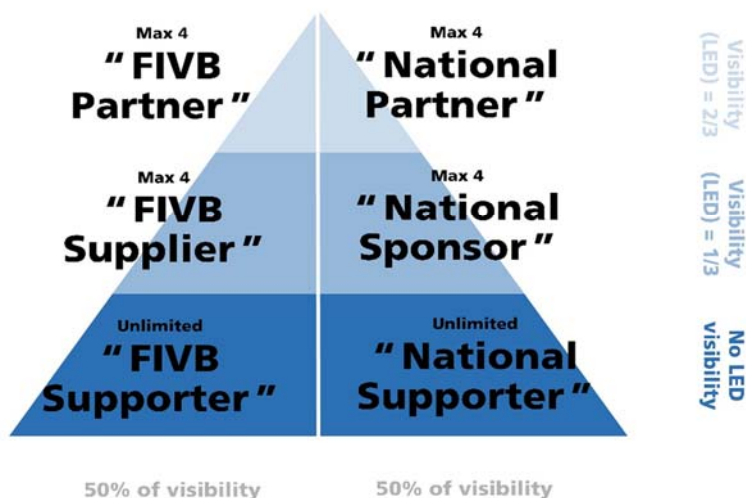
## CENTRE/MAIN COURT



### SIDE/SECONDARY COURTS



## SCHEDULE 2 – EVENT COMMERCIAL INVENTORY



FIVB Beach Volleyball World Championships Event Commercial Inventory and Marketing Rights		
Right	FIVB	ORGANISER
<b>Association Rights</b>		
Territory	<i>Worldwide</i>	<i>Worldwide</i>
Commercial Partner Designation	<i>FIVB Official Partner FIVB Official Supplier FIVB Official Sports Apparel FIVB Official Supporter</i>	<i>Official Sponsor of the [Event] Official Supplier [Event] Official Supporter of the [Event] Official Product of the [Event] Official License of [Event]</i>
Host City Designation	<i>Host City of the [Event]</i>	<i>Host City of the [Event]</i>
Event Marks	<i>Worldwide marks usage together with designation of the FIVB and or the Event Marks</i>	<i>Marks usage within the Territory together with designation of the Event Marks</i>
Event Mascot	<i>Yes, if applicable</i>	<i>Yes, if applicable</i>
Composite Logo	<i>FIVB and Event composite logo</i>	<i>Event composite logo only. Applicable to the main partners and host cities only</i>
<b>Exposure Rights</b>		
On Court Advertising LED Panels	<i>Subject to the FIVB On-Court Advertising LED Panels Guidelines</i>	<i>Subject to the FIVB On-Court Advertising LED Panels Guidelines</i>



<b>Media backdrops (Press - Conference and Mixed Zone)</b>	<i>50% of the space belongs to the FIVB and FIVB Partners. Space is distributed according to the partner's hierarchy and status.</i>	<i>50% of the space belongs to the ORGANISER Partners. Space is distributed according to the partner's hierarchy and status. As per FIVB Event brand guidelines</i>
<b>In Venue Giant Screen</b>	<i>Each FIVB Partner has a right to run 30 sec commercial spot, subject to FIVB guidelines. 50% of the time belongs to the FIVB and FIVB Partners.</i>	<i>Each local Sponsor has a right to run 30 sec commercial spot, subject to FIVB guidelines. 50% of the time belongs to the ORGANISER and Event Sponsors.</i>
<b>Sponsor Recognition Strip</b>	<i>Composite Event Sponsors Signage- All FIVB Partners and Event Local Partners are displayed in the order according to their hierarchy and status. E.g. : FIVB Official Partner - Event Official Sponsor - FIVB Official Supplier - Event Official Supplier- FIVB Official Supporter - Event Official Supporter etc.</i>	<i>Composite Event Sponsors Signage- All FIVB Partners and Event Local Partners are displayed in the order according to their hierarchy and status. E.g. : FIVB Official Partner - Event Official Sponsor - FIVB Official Supplier - Event Official Supplier- FIVB Official Supporter - Event Official Supporter etc.</i>
<b>Printed Material</b>	<i>All Event branding in the form of a sponsor recognition strip such as (but not limited to): visual, official poster and banner, VIP accreditations, tickets, promotional flyers, EVENT folder and media pack, VIP Invitations, event letterhead, event newsletter, parking passes, street banners, local print advertisements for event promotion, players entry arch, stadium entrance etc. (Subject to the FIVB guidelines).</i>	<i>All Event branding in the form of a sponsor recognition strip such as (but not limited to): visual, official poster and banner, VIP accreditations, tickets, promotional flyers, EVENT folder and media pack, VIP Invitations, event letterhead, event newsletter, parking passes, street banners, local print advertisements for event promotion, players entry arch, stadium entrance etc. (Subject to the FIVB guidelines).</i>
<b>Flags</b>	<i>50% of the space belongs to the FIVB and FIVB Partners. Space is distributed according to the partner's hierarchy and status.</i>	<i>50% of the space belongs to the ORGANISER Partners. Space is distributed according to the partner's hierarchy and status. As per FIVB Event brand guidelines</i>
<b>Awarding Ceremony Participation</b>	<i>Right for Partner's Senior Executive to be part of the award ceremony</i>	<i>Right for Sponsor's or Host City Senior Executive to be part of the award ceremony</i>
<b>Referee's Uniform</b>	<i>Yes, belongs to the FIVB Official Supporter (Sport Apparel Category)</i>	<i>No</i>

<b>Event Officials Uniform (FIVB Officials, Line Judges etc.)</b>	<i>Yes, belongs to the FIVB Official Supporter (Sport Apparel Category)</i>	<i>Yes, a logo of the third party (no Sport Apparel Brand) on the official staff/court personnel uniform: ball retrievers, mopper. Except line judges, referees and FIVB Officials.</i>
<b>Website Presence</b>	<i>FIVB and Event website in a form of sponsor recognition strip with a link to the Sponsor's website</i>	<i>Event website in a form of sponsor recognition strip with a link to the Sponsor's website</i>
<b>Promotional Rights</b>		
<b>FIVB Official Publication</b>	<i>FIVB and Event publications recognition page 1 full page colour advertisement in FIVB official publications and event related publications (programme, report etc.)</i>	<i>Event publications recognition page 1 full page colour advertisement in FIVB official publications and event related publications (programme, report etc.)</i>
<b>Use of Premiums</b>	<i>Yes, subject to FIVB Guidelines. Each sponsor can distribute inside the venue no more than 10% from the capacity of the venue per ticket session. E.g. Capacity 5000 spectators, a sponsor can distribute 500 items.</i>	<i>Yes, subject to FIVB Guidelines. Each sponsor can distribute inside the venue no more than 10% from the capacity of the venue per ticket session. E.g. Capacity 5000 spectators, a sponsor can distribute 500 items.</i>
<b>Merchandising and Licensing</b>	<i>Yes, right to grant to a Sport Apparel Company (ASICS) first priority in licensing and merchandising rights in the sport apparel category. In case of no interest from ASICS, the rights will be given to the ORGANISER. Right to sell unbranded merchandising outside the Territory and retain all the revenues from the sales Right to sell unbranded merchandising through the FIVB digital platform and retain 20% of the net income</i>	<i>Yes, right to grant to any third party (except Sport Apparel Company) any licensing and/or merchandising rights in the permitted categories, including unbranded sport apparel Right to sell unbranded inventory within the Territory and retain all the revenues from the sales Right to obtain 80% of the net income from the sale of unbranded merchandising through the FIVB digital platform</i>

<p><b>Commercial Display and Promotional Booth</b></p>	<p><i>Yes - for demonstration and display of products or sponsorship activation Right to set up displays on site and sell products (subject to available space, local laws &amp; FIVB approval) Partner to cover cost for booth, installation, services and dismantling. Organiser to provide space free of charge. Subject to FIVB Commercial Display guidelines</i></p>	<p><i>Yes - for demonstration and display of products or sponsorship activation Right to set up displays on site and sell products (subject to available space, local laws &amp; FIVB approval) Partner to cover cost for booth, installation, services and dismantling. Organiser to provide space free of charge. Subject to FIVB Commercial Display guidelines</i></p>
<p><b>Other Rights</b></p>		
<p><b>Hospitality</b></p>	<p><i>Organiser to provide space free of charge in the prime location for the FIVB Hospitality. The FIVB to cover all other costs</i></p>	<p><i>Right to run and to sell commercial hospitality.</i></p>
<p><b>Entry Tickets</b></p>	<p><i>FIVB is entitled to receive free of charge all the tickets that are allocated to the FIVB Partners as per Commercial Rights Exploitation Plan as well as the tickets for the FIVB and the FIVB staff.</i></p>	<p><i>Right to sell entry tickets and to keep all the revenues from the sales.</i></p>
<p><b>Fan Zone / Public Viewing</b></p>	<p><i>FIVB Partners have a right to participate or activate their sponsorship</i></p>	<p><i>Right to run a Fan Zone or a Public Viewing area outside the venue and to sell sponsorship to the Local Sponsors and Host City</i></p>
<p><b>Host City Programme</b></p>	<p><i>FIVB to guarantee exposure to the Host City as per Event brand guidelines</i></p>	<p><i>Right to sell association and marketing rights to the Host City as per Host City Programme (see Appendix B of this agreement) and to keep all the revenue. E.g. HC composite logo, HC official designation. Exposure of the HC inside the venue at the central LED boards and flags is mandatory (as per official court layout)</i></p>

## SCHEDULE 3 – LED REQUIREMENTS

In addition to the marketing rights described in this Appendix C and, in particular, the Event Commercial Inventory (Schedule 2), **FIVB** will provide detailed LED Guidelines to secure maximum and professional exposure of **FIVBs** and **OCs** Partners and Sponsors.

For the purpose of simplification, it shall only be referred to some basic principles of the LED exploitation:

### GENERAL PRINCIPLE

The identification of Commercial Affiliates and/or FIVB on LED Systems is split into shared rotations and solus rotations, which change during a match in accordance with a pre-set order determined by FIVB. The term “rotation” means a period of time during which identifications are displayed on the LED System before being replaced in their entirety by new identifications, which are in turn themselves replaced by new identifications, and so on.

The 50%/50% (total of 6 Minutes) between the Organiser’s Commercial Affiliates and the FIVB’s will be calculated during match play time. The following periods of time are reserved for FIVB use and will not feature any commercial branding:

- Pre-match protocol
- During Technical and Team time-outs

In addition:

- During a challenge: A call for challenge should be displayed on the boards (e.g.: block touch, ball in or out, foot fault etc.)
- Team Timeouts: Shared rotation with all the sponsors to maximise sponsorship exposure
- First Technical timeout: Shared rotation with all the sponsors to maximise sponsorship exposure
- Second Technical Timeout: FIVB Activations (e.g.: first set: Tweet for your Team, Second Set: Join the Conversation & Social Spotlight)
- Between the Sets: it is recommended to use either messages for entertainment or for shared rotation
- End of Set: at the end of each set, the Commercial Affiliate shared rotation will be applied when the first team reaches 21 points. At the end of the third set, the shared rotation will be applied when the first team reaches 10 points.
- After the Final Whistle: messages for entertainment or shared rotation could be used.

### SHARED ROTATIONS

Definition

- A shared rotation is a period of time during which, in principle, all of the Sponsors are identified on the LED System at the same time.
- Running Orders and Guidelines are applied at the start of T-18 Minutes before the first whistle of the match.
- Total rotation will be a total of 6 Minutes (360 Seconds)
- To be implemented during Challenges, Team Timeouts, First Technical Timeouts.

Layout

- During periods of shared rotations, the layout and position of Commercial Affiliate identifications on the LED System will reflect the board layout/positions used on fixed perimeter advertising boards as per the official court layout.

**Animations/Movement**

- Commercial Affiliate branding must be static during shared rotations. No moving images are permitted and nor are special effects or animations such as flashes, waves, celebration claps, spinning, zooming in or out, fading in and out etc.
- Once a shared rotation appears on the LED System it will remain unchanged and static for the full length of the rotation.

**SOLUS ROTATION**

**Definition**

A solus rotation is a period of time during which a single Commercial Affiliate is identified on the LED System.

**Layout/Running order**

During solus rotations, the layout and position of Commercial Affiliate covers the entire surface of the boards except for the fixed panels such as #10 and # 11 as per static board configuration. Panel #10 should display Event name and panel # 11 Host City name.

**Identifications**

Subject to applicable local laws and regulations, during solus rotations each Commercial Affiliate is free to promote:

- o Products/brands in relation to which the Commercial Affiliate is permitted to exercise their rights pursuant to their Rights Agreement. Commercial Affiliates’ Rights Agreements may further regulate the manner in which certain Brands may appear; and/or
- o products and/or services (including pictures/illustrations);
- o support for both teams playing in one specific game (support must be fair and equitable)
- o slogans/messages/commercial Affiliate campaigns/commercial Affiliate product call to action (for example ‘new Honda arrives in December’); and/or
- o websites, social media pages/platforms
  - Provided these fall within the Commercial Affiliate’s product category set out in the Commercial Affiliate’s Rights Agreement (“Product Category”) and related to the Commercial Affiliate’s Brand(s).
  - A Commercial Affiliate’s identifications during solus rotations can vary by match. No more than three different Commercial Affiliate identifications may appear at the same time (i.e. as a combination) during a single solus rotation.

**Example Running Order**

LED Boards Running Orders during Broadcasting time and TV Live feed (\*in the territories not covered by the FIVB-Honda agreement as specified in the Court Layout):

<b>Allocated Time</b>	<b>Company</b>
0:00:15	FIVB BVB WC 2019
0:00:15	Mikasa
0:00:15	FIVB.COM
0:00:15	FIVB Sponsor/Message
0:00:15	FIVB Sponsor/Message
0:00:15	FIVB Sponsor/Message
0:00:15	FIVB Sponsor/Message
0:00:15	FIVB Sponsor/Message
0:00:15	FIVB Sponsor/Message

0:00:15	Local Sponsor
0:00:15	Local Sponsor
0:00:15	Local Sponsor
0:00:15	Local Sponsor
0:00:15	Local Sponsor
0:00:15	Local Sponsor
0:00:15	Local Sponsor
0:00:15	Local Sponsor
0:00:15	Local Sponsor
0:00:15	Local Sponsor

No National Sponsor can have more rotations or visibility than FIVB Tier 1 Sponsor. Please note that if the sponsorship level is higher the LED messages will be subject to an increased number in frequency/repetition.

Technical Specifications

Images:

- All files need to be static/non-animated files.
- All files must be High Resolution JPEG files (72 dpi resolutions). EPS or PSD Files to be provided to FIVB at all times.
- “Call to action” messages are not acceptable with corporate logo.
- Fixed panels need to be of minimum 48 pixels high x 128 pixels wide.
- Minimum required image pixels need to be 48 pixels high x 640 pixels wide.
- In order to prevent a “glare” on the court, white and light colours backgrounds should be avoided.
- It is recommended to use artwork with a dark-coloured background and light-coloured text and/or white logo(s).
- Messages should be limited to 15 seconds in duration.

Controller System:

- External controller software overlay possible with data redundancy;
- Default graphics storable in panels in case of total data connection loss;
- At least 2 spare cabinets in set-up, location freely configurable.
- Quick-changeable modules. Module / cabinet change time <1 min, without affecting running system.

Power and Cabling:

- System back to full power in case of pitch power loss in less than 25 seconds;
- Rubber louvers and rubber padding (impact protection) to protect players from injury;
- Ability to adapt safety and access gates at numerous locations with no signal loss;
- Systems must be well maintained with full maintenance and failure records.
- All exposed cabling (incl. data cabling) must be protected.
- Power loss must be limited to one cabinet – not tolerable to affect other cabinets.
- Safe, secure and demonstrably reliable pitch-side power required for system.
- Fully backed-up power / two independent power sources preferred. Examples of current power requirements: 2 x 125A / 4 x 63A versus 4 x 125A / 8 x 63A.

# FIVB Beach Volleyball World Championships 2019

## Terms & Conditions for Organising the World Championships

### APPENDIX C – LEGAL TERMS & DEFINITIONS

#### 1. DEFINITIONS

- 1.1. The below definitions apply to the **TERMS AND CONDITIONS**. Defined terms are, in principle, written in capital and bold letters throughout these **TERMS AND CONDITIONS'** Appendices. Additional terms to the ones below may be defined in the **TERMS AND CONDITIONS** itself and/or in the Appendices A to C.

"**AGREEMENT**" shall mean the Agreement, which comes into force upon the acceptance of a successful bid by the **FIVB** and includes Section 2 (Agreement) above, the Appendices and Schedules hereto, as hereafter amended and supplemented from time to time.

"**BRANDING KIT**" shall mean the mandatory brand and graphic guidelines concerning the **MARKS** and other Look/Brand elements. It includes the **FIVB** World Championships Brand & Graphic Guidelines to be communicated to the **ORGANISER** in due course.

"**CLEAN**" shall mean free of any and all advertising and/or promotion and/or branding material or logos or names in any form or medium (whether now known or developed in the future) and without constraint or limitation as to the exercise by **FIVB** of its commercial rights and free of any rights or activities or occupiers or incumbents which in any way compete with, limit, hinder or detract from the exercise of commercial rights by **FIVB** and/or **FIVB COMMERCIAL AFFILIATES** and/or **FIVB** licensees.

"**COMPOSITE LOGO**" means the association between the **EVENT LOGO** and a sponsor's logo within a unique graphic element. A sample of the **COMPOSITE LOGO** shall be provided by the **FIVB** upon request of the **ORGANISER**.

"**DOMESTIC FEED**" shall mean the domestic feed, being domestic audio and color video signals, incorporating a live television picture, domestic language commentary, the necessary related background sound and effects, slow motion, replays and **OFFICIAL FIVB TV GRAPHICS** and **VIDEO CHALLENGE SYSTEM** constituting continuous full coverage of the **EVENT** which are previously authorized by **FIVB**, and produced by **HTVB** in a non-orientated and fair way, according to the technical specifications laid down by the **FIVB**, and in accordance with the provisions of any other agreement(s) between the **FIVB**, the **ORGANISER** and the **HTVB, DB** or **OTP**.

"**ELIGIBLE ATHLETES**" means all athletes who a) are registered with the **FIVB** as well as with their respective **NF**, and b) have signed the 2016-2017 NF–Beach Volleyball Player's Commitment Form regulating the roles and responsibilities of all parties, and c) have registered in the **EVENT** in accordance with the applicable regulations (entry of teams 1 month prior to the start of the **EVENT**).

"**EVENT**" means the **FIVB BEACH VOLLEYBALL WORLD CHAMPIONSHIPS 2019**, a Beach Volleyball competition sanctioned by the **FIVB** including all matches of the competition,

entertainment, opening, closing, awards and drawing of lots ceremonies. The **EVENT** is a Beach Volleyball competition with no Qualification **EVENT** in which 48 men and 48 women eligible teams will enter in accordance with the FIVB competition regulations (i.e. maximum 6 host country quota from which 2 host country teams are granted, maximum 4 foreign teams per country, 3 wild cards for each gender will be granted, of which one (1) is decided by the organizers and two (2) are decided by the FIVB.

“**EVENT BUDGET**” means the budget of the **EVENT** to be created by the **ORGANISER** and shared with the FIVB. The **EVENT BUDGET** shall feature the incomes and expenditures of the **ORGANISER** and of the FIVB, taking into consideration the commercialization rights such as sponsorship, suppliers, governmental, funding, etc.

"**EVENT LOGO**" mean the official logo of the **EVENT** as determined by **FIVB** from time to time.

"**EVENT TITLE**" shall mean the official name of the **EVENT**, i.e. "FIVB BEACH VOLLEYBALL WORLD CHAMPIONSHIPS 2019" or other official name as determined by the **FIVB**. This definition shall include the short version of the **EVENT TITLE**, i.e. “[HOST COUNTRY(IES)] 2019”, as well as the official name of the **EVENT** translated into the local language of the **ORGANISER**, both of which shall only be used within the **TERRITORY** for local editorial or promotional purposes of the **EVENT** outside of the **SITES**. For the avoidance of doubt, such official title of the **EVENT** in the local language is subject to written approval by the **FIVB**.

"**FIVB**" shall mean the Fédération Internationale de Volleyball, which is the governing body responsible for all forms of Beach Volleyball on a global level.

"**FIVB COMMERCIAL AFFILIATES**" shall mean any entity entering into an agreement with the FIVB concerning the commercial exploitation of some or all of the rights and opportunities connected with the **EVENT**, e.g. **FIVB** Global Partners, **FIVB** Suppliers, or **INTERNATIONAL BROADCASTERS**.

"**FIVB LOGO**" shall mean the official logo of the **FIVB**, as determined by **FIVB** from time to time.

"**FIVB TV COORDINATION AGENCY**" shall mean the agency, person or body responsible for the international TV production coordination and Media distribution of the **EVENT** engaged by **FIVB**.

“**HANDBOOK**” shall mean the most recent version of FIVB Beach Volleyball **HANDBOOK**, which constitutes an operational manual regulating in detail the staging and marketing of the **EVENT** and is incorporated herein, whenever applicable, by reference. For the purposes of these **TERMS AND CONDITIONS**, the term “**HANDBOOK**” shall include also the FIVB Beach Volleyball Sports Regulations, as applicable at the time of the **EVENT** and specific Marketing Guidelines which may apply from time to time.

"**HOST CITY**" shall mean any city in which **MATCHES** are staged.

"**HOST TELEVISION BROADCASTER**" (also “**HTVB**”) shall mean the party having signed (or that will sign) the **HTVB AGREEMENT** together with the **ORGANISER** for the production of the **DOMESTIC FEED** and **INTERNATIONAL FEED** of the **EVENT** and for making said feeds available to FIVB (or any designee thereof) on a free of charge basis. Any reference in these **TERMS AND CONDITIONS** to the **HTVB** shall be understood as referring to a **DB** and **OTP** in the event that the **ORGANISER** chooses to hire separate companies for the broadcasting and production of the **EVENT**.



"**INTERNATIONAL BROADCASTER**" shall mean any party that has entered or will enter into an agreement with the **FIVB** (directly or via the **FIVB TV COORDINATION AGENCY**) for televisual, radio or other broadcast of the **EVENT** outside the **TERRITORY** (or as otherwise permitted hereunder).

"**INTERNATIONAL FEED**" shall mean the international (also known as the world feed) signal produced by **HTVB** of the **EVENT** at a minimum production level referred to in the agreement signed with the **HTVB**, in a non-orientated and fair way, according to the technical specifications laid down by the **FIVB** and in accordance with the provisions of the agreement signed with the **HTVB**, constituting an international broadcast quality 1080i, 50Hz Digital ITU-R BT.601 colour system High Definition 16:9 format with graphics in 16:9, clean of any **HTVB** domestic content, i.e. with no domestic language commentary, with no added commercial material and with no in-vision presenters, or studios or any other local or customized features, with continuous full live coverage of the **EVENT** with slow motion and replays, Official **FIVB** TV Graphics, **VCS** and the applicable graphical messages or interfaces, with international sound in stereo left & right on track 1 & 2 and fully cleared English commentary (as provided by **FIVB**) stereo mix left & right on track 3 & 4, and with international graphics in 16:9 (graphics provided by the **FIVB**, made available on a website for download before the **EVENT**), to be made available to **FIVB** (or any designee thereof) and uplinked free of charge at **HTVB's** SNG truck on-site (or uplinked at the local International Gateway) using MPEG 4 encoding within a minimum 9 MHz carrier (MPEG 2 encoding is not acceptable).

"**LANGUAGE(S)**" shall mean the language(s) commonly used in the **TERRITORY**.

"**MARKS**" shall mean any work mark, artwork, emblems, mascots, legends, logos (including without limitation the **FIVB LOGO**, the **EVENT LOGO** and the trophy logo), symbols, signs, representations, trademarks, or trade names denoting or identifying the **EVENT** and/or **FIVB**, as well as all intellectual property rights therein.

"**MASTER PLAN ("MAP")**" means the online platform tool created by the **FIVB** to be used by the **ORGANISER** and **FIVB** to coordinate the organisation of the **EVENT**.

"**MATCHES**" shall mean the matches of the **EVENT** played in the **TERRITORY**.

"**MEDIA RIGHTS**" shall mean all audio, visual, and audio-visual rights in and to the **EVENT** including without limitation all terrestrial, satellite, cable and other television rights (free or pay TV), closed circuit, theatrical and non-theatrical, home video, DVD, Video On Demand, internet, broadband, mobile communications, and other new media rights, in ship, in flight and other transport rights, radio and other audio rights, photographic and any other means of transmitting images and sounds of the **EVENT** whether such means are now known or hereafter invented. For the avoidance of doubt, **FIVB** is the sole owner of the **MEDIA RIGHTS**.

"**MERCHANDISING**" shall mean products bearing **MARKS, MARKS, EVENT LOGO** and **COMPOSITE LOGO**.

"**NATIONAL FEDERATION**" (also "**NF**") shall mean the **FIVB** member that is responsible for the running and organisation of all Beach Volleyball activities in the **TERRITORY**.

"**NATIONAL SPONSOR(S)/SUPPLIER(S)**" shall mean any entity entering directly or indirectly into an agreement with the **ORGANISER** (or its sub-licensee or marketing agency) covering the commercial exploitation of some or all of the national rights to the **EVENT** as set forth in these **TERMS AND CONDITIONS** with respect to the **PRODUCTS** in the **TERRITORY**.

“**NON-RESERVED CATEGORY/-IES**” means any product category/-ies that do not fall under the definition of **RESERVED CATEGORIES**;

"**ORGANISER**" shall mean the successful bidder, whether emanating from the **NF**, the host city or otherwise (with or without legal personality), that has been assigned by **FIVB** to be responsible for the organization, preparation, staging, and winding up of the **EVENT** in accordance with the **AGREEMENT** and the **HANDBOOK** and under the authority of the **FIVB**. If the **ORGANISER** is not a separate entity from the **NF** then the **ORGANISER** shall be understood to mean the **NF**. If the **ORGANISER** is a separate entity from the **NF** then the **NF** and **ORGANISER** shall be jointly and severally liable for all obligations under this **AGREEMENT** and its Appendices. The term **ORGANISER** shall also include the Organising Committee (OC) created in accordance with Appendix A.

“**PRIZE MONEY**” shall mean the amounts to be paid by the **ORGANISER** to the **ELIGIBLE ATHLETES** or the **FIVB** as decided in the sole discretion of **FIVB** in accordance with these **TERMS AND CONDITIONS** and the **HANDBOOK**.

"**PRODUCT(S)**" shall mean any goods and/or services within the product categories that do not fall under the **RESERVED CATEGORIES**.

"**RESERVED CATEGORIES**" shall mean the goods and/or services categories as defined in Clause 2.1 of Appendix B that are reserved for the exclusive commercial or other exploitation by the **FIVB** in connection with the appointment of **FIVB COMMERCIAL AFFILIATES**.

"**SITE**" shall mean the location(s) of the **EVENT** and shall include any and all venues, competition courts, press centres, contiguous areas, all tickets sales offices, hotels, and any area under the control of **FIVB** and/or **ORGANISER**.

"**TERM**" shall mean the period commencing on the date of **FIVB**'s written acceptance of the **TERMS AND CONDITIONS**, and expiring on 31 December 2019 unless previously terminated in accordance with the terms this Appendix A.

"**TERMS AND CONDITIONS**" (or "TnC") include the Appendices A to C and governs the **ORGANISER**'s participation in **FIVB**'s **IFB** for and, if the Bid is successful, the **AGREEMENT** regarding the acquisition of the rights and obligations pertaining to the organization of the **EVENT**. These **TERMS AND CONDITIONS** shall form the basis for any subsequent agreement executed by the Parties.

"**TERRITORY**" shall mean the geographical area of the country(ies) where the **EVENT** takes place.

"**VIDEO CHALLENGE SYSTEM**" (hereinafter "**VCS**") shall mean the official video based officiating service that enables **FIVB** officials, upon the teams' request, to review matches' incidents and make a decision on whether an infringement has occurred (e.g. net block ball touches, players touching the net, players touching the attacking line and service line, line calling, and antennae touches).

"**VISUAL**" shall mean the most recent edition of the **EVENT** likeness (which may include visible elements of a brand, such as colour, form, and shape, brand architecture, colour schemes, dress code etc., which encapsulate and convey the symbolic meanings that cannot be imparted through words alone) developed by **FIVB** and **ORGANISER** together subject to final approval by **FIVB**, which is the unique set of tools that can be used to promote the **EVENT** as per the **BRANDING KIT** and Lookbook.

“**WORLD TOUR AND WORLD CHAMPIONSHIPS COUNCIL**” shall mean an **FIVB** body responsible for World Championships and World Tour matters, as set out in the **HANDBOOK** and the **FIVB** General Regulations. The **WORLD TOUR AND WORLD CHAMPIONSHIPS COUNCIL** gathers once a year at the **FIVB** headquarters in Lausanne and decides matters falling within its competence, e.g.: official calendar of the following year, tentative long term calendars, competition regulations, **FIVB** delegates, official **FIVB** Beach Volleyball World Championships regulations, **FIVB** Officials, any other amendments made to the **HANDBOOK**, etc.

## 2. AUTHORITY AND INDEMNITY

The **ORGANISER** hereby represents and warrants that:

- 2.1. It has the full right, power and authority to enter into and perform under these **TERMS AND CONDITIONS** and to exercise the rights granted to it hereunder upon the terms stipulated and that to the **ORGANISER**'s knowledge there exists no legal, technical or other impediment to the full execution by it of these **TERMS AND CONDITIONS**.
- 2.2. It has obtained all necessary authorizations, approvals and consents required to enter into these **TERMS AND CONDITIONS** and to perform all obligations hereunder.
- 2.3. It shall be solely responsible for, and hereby agrees to defend and indemnify and hold the **FIVB** free from and against any claims, demands, causes of action for damages (including reasonable attorney's fees) arising out of any activity by the **ORGANISER** hereunder.

## 3. USE OF THE MARKS

- 3.1. The **MARKS**, including, without limitation, the **EVENT LOGO**, are registered trademarks owned by **FIVB** and protected by copyright laws. The **MARKS** must always be reproduced in its official colours and proportions and be displayed on all printed materials produced for the **EVENT** as outlined onto the **BRANDING KIT**.
- 3.2. The **ORGANISER** shall not claim or attempt to obtain, by virtue of this **AGREEMENT**, any right, title or interest in, or to, the **MARKS** except the rights of use as are specifically granted herein, and the **ORGANISER** hereby acknowledges and agrees that all such right, title and interest shall inure to the benefit of the **FIVB**.
- 3.3. The official designation of the **EVENT** will be produced and used exclusively in the following languages: English and the **LANGUAGE(S)**, the latter only in local promotion in the **TERRITORY**, and only as stipulated in the **FIVB** Brand & Graphic Guidelines. No other designation can be used by the **NF**, the **ORGANISER**, a **HOST CITY** or other authority.
- 3.4. **HOST CITY** names will be integrated in the **EVENT LOGO** in order to promote the host city and their association with the **EVENT**. No other logo or use the **EVENT LOGO** that includes the **NATIONAL SPONSOR(S)/SUPPLIER(S)**' names can be used by the **NF**, the **ORGANISER**, a **HOST CITY**, entity or other authority.
- 3.5. In addition to the provisions of these **TERMS AND CONDITIONS**, the **ORGANISER** shall not use **MARKS** or behave in any manner contrary to public moral and/or legal obligations, which are undertaken to carry out the **EVENT**, or show any unfavourable behaviour that could reflect

upon the good name, reputation and image of the **FIVB**, **ORGANISER** or the **EVENT** or is in any manner liable to result in undue use of the **MARKS** or the powers herein conferred.

In particular:

- 3.6. The **ORGANISER** acknowledges that each and every use of the **MARKS** requires **FIVB**'s prior written approval. This obligation extends also to any and all sublicensees and commercial partners (sponsors, suppliers etc.) of the **ORGANISER**, for which the **ORGANISER** is liable towards the **FIVB**. Any association of the **ORGANISER** and/or their commercial partners with the **EVENT LOGO** can be made exclusively through a **COMPOSITE LOGO** that will be provided by the **FIVB** in the **BRANDING KIT**. **ORGANISER** and/or commercial partner should use it by including their logo in the box provided for that purpose, according to the **BRANDING KIT**.
- 3.7. The **ORGANISER** shall submit to **FIVB**, for its prior written approval, full and accurate representations of the final samples of any materials that bear or incorporate or are intended to be used in connection with any **MARKS**. Such representations shall be submitted using **FIVB**'s email [tv.marketing@fivb.org](mailto:tv.marketing@fivb.org) & [beach@fivb.org](mailto:beach@fivb.org) or in such other manner as **FIVB** may in writing direct. If requested by **FIVB**, the **ORGANISER** shall also submit actual samples of such materials for approval. If any materials submitted pursuant to this Clause 3.7 are not in English, then the **ORGANISER** shall simultaneously provide an English translation thereof.
- 3.8. **FIVB** shall use its reasonable endeavours to provide its approval or, as the case may be, disapproval of any materials submitted (or re-submitted in the case of a previously disapproved item) through its online Brand Approval Platform to it in accordance with Clause 3.7 within ten (10) business days. If **FIVB** has not provided its approval or disapproval within ten (10) business days, the **ORGANISER** shall remind **FIVB** of such delay. If the **FIVB** fails to respond within five (5) business days of said reminder, then the relevant materials shall be deemed to be approved.
- 3.9. The **ORGANISER** shall not release any advertising materials or other materials bearing, incorporating or intended to be used in connection with any materials without the approval of **FIVB**. If the **ORGANISER** does release any such materials or otherwise uses any **MARKS** without **FIVB**'s prior written approval then, without prejudice to any other remedy of **FIVB**, the **ORGANISER** shall remove any such materials from circulation and discontinue any further use immediately upon receipt of written notice from **FIVB**. In case of non-compliance, the **FIVB** may remove such materials on the **ORGANISER**'s expense. Additionally, each violation of this clause shall incur a contractually agreed penalty of USD 10,000.
- 3.10. The **ORGANISER** shall take all reasonable steps to ensure that any and all people, wherever located in the **TERRITORY**, who are engaged in the implementation of the rights granted under these **TERMS AND CONDITIONS** on its behalf are made aware of the approval requirement set out in Clause 3.7 and that non-compliance with such requirement constitutes a material breach of the obligations set forth in these **TERMS AND CONDITIONS**.
- 3.11. Approval of an item by **FIVB** shall not be deemed to constitute any of the following: a waiver of **FIVB**'s rights or the **ORGANISER**'s obligations hereunder; a confirmation by **FIVB** that the **ORGANISER** has complied with such obligations; a confirmation by **FIVB** regarding the **ORGANISER**'s compliance with the rights of third parties; a grant of any image or other rights owned either by **FIVB** or third parties.

- 3.12. In case the use of **MARKS** is not approved by the **FIVB**, the **ORGANISER** shall not proceed with any implementation whatsoever.
- 3.13. In case the use of **MARKS** is approved, it must always comply with the **BRANDING KIT**.

#### **4. COOPERATION WITH THE FIVB**

- 4.1. The **ORGANISER** and the **FIVB** agree to liaise fully with each other and, when applicable, the **FIVB TV COORDINATION AGENCY** on all ongoing matters arising in connection with these **TERMS AND CONDITIONS**. **FIVB** and the **ORGANISER** shall respectively appoint a representative by name and full address for the **EVENT** to this effect. **FIVB** and the **ORGANISER** shall respectively afford every cooperation to and compliance with all reasonable requests of the other side's representative relating to the **EVENT**. **ORGANISER** shall nominate its President, Chief Executive Officer or duly empowered representative to become members of the respective **EVENT** Council created by **FIVB**, subject to **FIVB**'s approval.
- 4.2. The **ORGANISER** hereby recognises that it is considered a "Natural or legal person organising or involved in any way in the organisation of FIVB competitions" under Article 1 of the **FIVB** Disciplinary Regulations and agrees that **ORGANISER** is under the jurisdiction and authority of **FIVB** for purposes of organising the **EVENT**. **ORGANISER** agrees to be bound by all **FIVB** Regulations and expressly agrees to be bound by the sanctioning regime provided for in the **FIVB** Disciplinary Regulations.

#### **5. TERM / TERMINATION**

- 5.1. This **AGREEMENT** shall enter into force as a binding agreement during the **TERM** unless previously terminated pursuant to the terms hereof.
- 5.2. The **FIVB** may terminate this **AGREEMENT** with immediate effect by written notice (see Article 8 below), excluding the **ORGANISER** from organising and promoting the **EVENT** and generally cancelling all **ORGANISER'S** rights under the **AGREEMENT**, for any one of the following reasons:
- (a) If any payment due by **ORGANISER** to **FIVB**, or to any **FIVB COMMERCIAL AFFILIATE** engaged by the **ORGANISER** in relation to the **EVENT** is not made by **ORGANISER** within thirty (30) days from the date when such payment should have been made or upon receipt of an invoice from the **FIVB**, whichever is later; or
  - (b) If any of the material television, marketing or organisational duties are not performed in accordance with the terms of the **AGREEMENT**, or if the decisions of the competent **FIVB** bodies are not duly respected after being called upon to do so by written notice; or
  - (c) If the **EVENT** is cancelled without just cause.
- 5.3. The **ORGANISER** or the **FIVB** may terminate these **AGREEMENT** with immediate effect by written notice:
- (a) If the other side fails to observe or perform any of its material obligations hereunder and does not remedy such failure within twenty (20) days – or one (1) day during the **EVENT** – after being called upon to do so by written notice; or

- (b) If the other side becomes bankrupt or insolvent or enters into liquidation (other than voluntary liquidation for the purposes of reconstruction, amalgamation or similar reorganisation) or enters into arrangement or composition with its creditors or any of them, or has a receiver appointed.

5.4. In case of termination under this Clause 5:

- (a) The **FIVB** shall be in all cases entitled to enter into an agreement with a third party regarding the organisation and exploitation of the **EVENT**.
- (b) In case the **EVENT** is cancelled under Clause 5.2 above or for whatever reason lying within the reasonable control of the **ORGANISER** (with the exception of reasons of Force Majeure as stated in Clause 7 below), the **ORGANISER** shall pay to the **FIVB** a penalty of USD 1,000,000 (One million dollars), as well as any additional damages incurred by the **FIVB** or by third parties and/or sanctions provided for in the **HANDBOOK / FIVB** Disciplinary Regulations.

## 6. EXISTING RIGHTS AND CLAIMS

- 6.1. Termination hereunder shall be without prejudice to any existing rights and/or claims that the terminating side may have against the other, and shall not relieve such other side from fulfilling the obligations accrued prior to such termination.
- 6.2. In the event of earlier termination of this **AGREEMENT** for any reason whatsoever, the rights and licenses granted hereunder shall forthwith immediately terminate and without any formality immediately revert to the **FIVB** unless otherwise agreed by the **FIVB** in writing. Upon such earlier termination, the **FIVB** may, from that time, grant to others the rights and licenses granted to the **ORGANISER** hereunder.
- 6.3. The **ORGANISER** shall not be entitled to assign, sublicense etc. any of its rights hereunder without the prior written consent of the **FIVB**. **FIVB** may condition its written consent upon the signature of a legally binding declaration by the assignee/sublicensee whereby it shall be jointly and severally liable with the assignor regarding any rights or obligations hereunder.
  - 6.3.1. If the **FIVB** provides written consent to an assignment of some or all of the **ORGANISER's** obligations to organise the **EVENT** to any third party, including but not limited to an **NF** or third party local organiser, then the **FIVB**, the **ORGANISER**, and said third party shall sign a tripartite agreement regulating the relationship. In all cases and for the avoidance of doubt, the **ORGANISER** will remain liable towards the **FIVB**.

## 7. CANCELLATION, NO TV TRANSMISSION, FORCE MAJEURE

- 7.1. Subject to Clause 5.2 above, in case of unforeseen events beyond the **ORGANISER's** or **FIVB's** control, including any strike or labour disturbance (except of its own employees or contractors), lockout, fire, failure of public utility, abnormally inclement climate or weather conditions, flood, lightening, earthquake, subsidence, structural damage, natural disaster, act of god, government action (including any change to any Applicable Law), riot, disease, epidemic, civil commotion or armed conflict, war, terrorist action or the threat of any of the foregoing (A change in the exchange rates or other financial situation does not constitute Force

Majeure), jeopardizing the fulfilment of this **AGREEMENT**, the **ORGANISER** and the **FIVB** undertake to collaborate in good faith and make their best efforts to ensure that the **EVENT** takes place according to the terms agreed herein and in accordance with **FIVB**'s commitments to third parties (sponsors, other broadcasters, etc). In such exceptional circumstances, the **ORGANISER** and **FIVB** shall negotiate in good faith with a purpose of finding a mutually acceptable solution. In particular, in the event of a national mourning day, the **ORGANISER** may -after consultation with the **FIVB**- postpone the event for no more than 24 hours. In all other cases of force majeure, the **FIVB** may require the **ORGANISER** and the **HTVB** to carry out their duties hereunder described even if extreme measures (e.g. matches without spectators due to heavy weather conditions) need to be taken.

## 8. NOTICE

- 8.1. All notices and statements to be given under these **TERMS AND CONDITIONS** shall be given to the respective addresses of the **ORGANISER** and the **FIVB** as set forth below, unless notification of a change of address is given in writing. Any notice shall be sent by fax or registered mail. In case of urgency or in the event that the **ORGANISER** has not completed its contact details below or has not updated them, notification may be performed by **FIVB** to **ORGANISER** (but not vice-versa) through any possible means, including e-mail.

FEDERATION INTERNATIONALE DE VOLLEYBALL

Attn: Beach Volleyball Department

Edouard Sandoz 2-4

CH-1006 LAUSANNE

Phone: +41 (21) 345 35 35

Fax: +41 (21) 345 35 45

ORGANISER

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

## 9. GOVERNING LAW, DISPUTES AND OTHER TERMS

- 9.1. This **AGREEMENT** reflects the complete understanding of the **ORGANISER** and **FIVB** and supersedes any previous representations, agreements or understandings, whether oral or written, exchanged between the **ORGANISER** and the **FIVB** regarding all the subjects contained herein prior to the signing of this **AGREEMENT**. No amendment or modification to the provisions of this **AGREEMENT**, including this clause shall become effective unless made by an instrument signed by the representatives of the **ORGANISER** and the **FIVB**.
- 9.2. The **ORGANISER** and the **FIVB** agree that the particular contents and especially the financial details of this **AGREEMENT** shall be confidential and therefore agree to undertake whatever measures are necessary to preserve its confidentiality.
- 9.3. The headings of the Clauses in this **AGREEMENT** are for convenience only and shall not affect in any way the meaning of the provisions to which they refer.
- 9.4. Should any individual provision of this **AGREEMENT** be invalid or impossible to fulfil, the validity of this **AGREEMENT** as a whole will not be affected and the remainder of this

**AGREEMENT** will be maintained and its effects will be operative, insofar as the primary purpose of this **AGREEMENT** is not frustrated.

- 9.5. The **ORGANISER** recognises its obligation to accept all existing contracts in force at the time of the execution of this **AGREEMENT**, relating to the **EVENT** and concluded directly by the **FIVB** with other organisations, and undertakes to perform all obligations arising from such contracts if requested by the **FIVB**.
- 9.6. The **ORGANISER** recognises that its participation to future editions of the **EVENT** as well as its allocation to a specific Group/Pool will be decided by FIVB in the latter's sole discretion, taking into account – among other criteria – the **ORGANISER's** and **HTVB's** level of compliance with the present **TERMS AND CONDITIONS**, including the requirements which are characterized as "recommended".
- 9.7. In the event that any signature is delivered by facsimile or email transmission or by facsimile signature, such signature shall create a valid and legally binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature page were an original.
- 9.8. In the event that questions as to matters not mentioned in this **AGREEMENT** or as to any of the provisions in this **AGREEMENT** arise, the **FIVB** and **ORGANISER** shall negotiate in good faith and in any case the **FIVB** Constitution and Regulations shall apply.
- 9.9. This **AGREEMENT** shall be construed in accordance with the **FIVB** Constitution and Regulations and shall be governed by the Laws of Switzerland without regard to its conflict of law rules.
- 9.10. Any dispute arising from or related to the present **AGREEMENT** must be negotiated in good faith by the Parties. If the **ORGANISER** and the **FIVB** are unable to conciliate after sixty (60) days from notification of the start of the conciliation, the dispute will be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and resolved definitively by a panel of three arbitrators in accordance with the Code of Sports-related Arbitration in force at the time of the notification. The language of the arbitration will be English.



## SCHEDULE 4- HUMAN RIGHTS PROVISION

### 1. General

The FIVB and the ORGANISER recognise the importance of ensuring certain fundamental human rights are respected as part of the organising, planning, developing, and hosting of the EVENT.

### 2. Freedom of Expression

2.1. For a period starting from the Opening Ceremony of the EVENT and until the end of the EVENT, there shall be no restrictions or limitations on:

- (a) the freedom of the media to provide independent news coverage of the EVENT as well as related events and
- (b) the editorial independence of the material broadcasted or published by the media.

2.2. During the EVENT, the HTVB/DB/OTP shall be permitted to carry out its host broadcasting and any other EVENT-related activities in full independence.

### 3. Guarantee of Equal Rights

3.1. The FIVB and the ORGANISER acknowledge and accept the importance of the EVENT and the value of its image to the sport of Volleyball, and agree to conduct all activities in a manner which promotes and enhances the fundamental principles and values of the volleyball family, in particular, the prohibition of any form of discrimination with regard to a country or a person on grounds of race, colour, sex, sexual orientation, language, religion, political or other opinion, national or social origin, property, birth or other status, as well as the development of the sport of volleyball.

3.2. The ORGANISER shall take all necessary measures to ensure that all activities involving, related to or deriving from the EVENT comply with local, regional and national legislation and international agreements and protocols, applicable in the TERRITORY with regard to discrimination on the basis of a country or a person on grounds of race, colour, sex, sexual orientation, language, religion, political or other opinion, national or social origin, property, birth or other status.

3.3. Any form of conduct that is discriminatory based on the above is strictly prohibited.

### 4. Labour Rights

4.1. The ORGANISER shall take all necessary measures to ensure that development projects and other projects necessary for the organisation of the EVENT comply with local, regional and national legislation and international agreements and protocols, applicable in the TERRITORY with regard to planning, construction, protection of the environment, health and safety, labour and anti-corruption laws.

4.2. The ORGANISER shall ensure that all persons working for the ORGANISER in relation to the planning, organising, and hosting of the EVENT are paid a fair wage in accordance with local, regional and national legislation and international agreements and protocols, applicable in the TERRITORY.

### 5. Violations of Human Rights provisions

5.1. Should the ORGANISER violate any of these provisions ensuring the above fundamental human rights, the violation shall be considered a major offense under the FIVB Disciplinary Regulations and shall be subject to the sanctions available under the FIVB Disciplinary Regulations.

5.2. In its sole discretion, the FIVB may terminate this AGREEMENT based on violations of the above provision.