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## **SUBLICENSING RULES FOR EUROVISION SPORTS PROGRAMMES**

The EBU and its Members within the EEA shall publish in an appropriate way, for instance on their Internet sites, the list of the Events (as defined below) acquired through a Eurovision agreement.

### **1. SCOPE OF ACCESS**

- 1.1. Access may be Offered for all exclusive rights acquired under a Eurovision agreement, and for the entire geographical area covered by it, for use by one or more non-Members.
- 1.2. Access to rights for Events, as well as for news access, shall be Offered by the Member(s) which hold(s) the national rights under a Eurovision agreement. The EBU shall Offer such access for pan-European transmission, as well as for transmission in countries covered by a Eurovision agreement but where no Member has acquired the national rights. Where none of the Members which have acquired the rights for a given Event will transmit live, the EBU shall Offer live access to pan-European channels.
- 1.3. The sublicensing of rights may be offered on an exclusive or a non-exclusive basis.
- 1.4. A contract concluded with a non-Member shall stipulate the number of transmissions granted and the period for which rights are acquired. It may also oblige the non-Member to credit on-screen the organization(s) which granted the access.
- 1.5. Any sublicence shall be subject to the contractual obligations which are part of the Eurovision agreement concluded between the EBU and the right holder. The EBU shall make its best efforts to negotiate reasonable conditions.
- 1.6. Sublicences in accordance with the terms and conditions set out below shall be offered on fair, transparent and non-discriminatory terms.

## 2. DEFINITIONS

"Event" means a collection/group of sporting competitions, matches, or races often referred to as championships, such as the Tour de France and the FIFA World Cup.

"Games" means the Winter Olympic Games and/or the Summer Olympic Games as the context may require.

"Linear" transmission means a transmission of moving video images, with or without accompanying sound, for simultaneous reception by the public, in private or public places.

"Live transmission" means a transmission which occurs simultaneously with the Event or Part of an Event or commences no later than one hour after the end of the Event or Part of an Event.

"Non-Linear transmission" means a transmission (other than "Live transmission") where the viewing of an Event or Part of an Event occurs at a moment chosen by the user and at his individual request.

"Offer" means the act of making rights available to non-Members, via publication on an Internet site or via any other communications means through which the Member informs the market of the availability of the rights.

"Part of an Event" means any competition, match or race which is separable from other competitions, matches or races within an Event, except for:

- (a) a leg, discipline or preliminary qualification for an Event (e.g. the first leg of a slalom skiing race, the downhill within a combined skiing competition, the compulsory within a figure-skating competition, or the javelin within a decathlon competition);
- (b) a competition which is taking place in the same arena simultaneously or within the same day as other competitions of the same Event, except for football competitions;
- (c) a time period within a competition (e.g. some minutes of a 90-minute football match or of a stage of the Tour de France or of the Tour de Suisse, or one day of a two-day decathlon competition).

### **3. LIVE AND OTHER LINEAR TRANSMISSIONS**

#### **3.1. Live transmission**

- 3.1.1. Any unused rights for Live transmission of an Event or Part of an Event shall be Offered to non-Members. Rights for Live transmission are considered unused if the Member does not intend to make a Live transmission of an Event or Part of an Event.
- 3.1.2. Where, exceptionally, a right is acquired by a consortium involving both Members and non-Members, transmission of such Event or Part of an event by the non-Member(s) concerned will be regarded as use of the right to such Event or Part of an Event.
- 3.1.3. The Member shall decide to engage in a Live transmission as early as possible, and at the latest three months prior to the commencement of an Event, except where this decision depends on programming priorities outlined below.

Where Part of an Event includes one or more qualification rounds, and where the decision as to whether a Member intends to make a Live transmission for that Part of an Event depends on programming priorities such as whether a national athlete will be taking part or the Event or Part of an Event is of national interest, the Member shall have the right to decide on a short-term basis, depending on the unfolding of the Event, whether or not it will engage in Live transmission of the Event or the Part of an Event. The Member shall take its decision within one hour after the basis on which it can make its choice as to its own coverage is known.

#### **3.2. Deferred transmission and highlights**

Non-Members shall be Offered the possibility of making deferred transmissions of the day of an Event, or of highlights thereof, not earlier than one hour after the end of the Event or of the last Part of the Event of that day, provided that such transmissions shall not begin before 21.00 hours on the same day in the broadcaster's country (London time for pan-European channels).

Where the Member itself intends to transmit the Event or Part of an Event on a deferred basis, either in full or as highlights, the non-Member's transmissions may not start before 22.30 hours in the broadcaster's country (London time for pan-European channels).

Any deferred transmission, including highlights, of a day of an Event or Part of an Event may not coincide with the Member's Live transmission of the Event on the next day or days, and shall not take place more than 24 hours after the end of the Event.

#### **4. NON-LINEAR TRANSMISSION**

If a Member does not make a Non-Linear transmission of an Event or Part of an Event on any one of its transmission platforms, such a Member shall Offer to non-Members the rights for Non-Linear transmission of these Events or Parts of them. The Non-Linear transmission of the non-Member shall commence no earlier than the end of the Event or day of the Event and shall not take place more than four weeks after the end of the Event.

#### **5. OLYMPIC GAMES**

5.1. For each day of the Games (excluding the days of the opening and closing ceremonies) and in each country Members shall Offer to non-Members one or more packages for the Winter Olympic Games and for the Summer Olympic Games respectively, including, but not limited to, any Part of the Games that the Member does not intend to transmit Live. On average, the packages shall include an aggregate amount of two hours for the Winter Olympic Games and four hours for the Summer Olympic Games of transmission per day, including sports action from popular sports or disciplines in the Member's country.

5.2. Non-Members shall be offered the possibility of making deferred transmissions of each day of the Games, or of highlights, provided that such transmissions shall not begin before 21.00 hours on the same day in the broadcaster's country (London time for pan-European channels) and shall not coincide with the Member's own Live transmission on the next competition day or days.

However, where a Member makes a Live transmission after 21.00 hours, the non-Member's transmissions between 21.00 hours and 22.30 hours may coincide with the Member's live transmission of the Games. Furthermore, any such transmissions by the non-Member shall not take place more than 24 hours after the end of the Games.

The highlights may include up to five minutes of footage of the Winter Olympic Games or ten minutes of footage of the Summer Olympic Games grouped together in one block.

5.3. Non-Members shall be offered the right to use the above-mentioned rights (the same content) for Non-Linear transmission provided any such transmission does not take place more than four weeks after the end of the Games.

Where the Winter and/or Summer Olympic Games do not take place in a European time-zone, the rules in the Annex shall apply.

## **6. PLATFORM NEUTRALITY**

- 6.1. Sublicences shall be Offered to all non-Members, without any distinction being made between the platform on which such non-Members have the capability of transmitting the Event. For the purpose of the present Rules, transmission by one Member on any platform shall be deemed to be used on all other platforms.
- 6.2. Where the EBU has also acquired exclusive pay-TV rights, sublicences shall be Offered in conformity with the foregoing paragraphs to pay-TV broadcasters, without a distinction being made between free-to-air and pay-TV broadcasters.

## **7. PAN-EUROPEAN SPORTS CHANNELS**

- 7.1. Any use by a pan-European sports channel of rights acquired under a Eurovision agreement shall not be regarded as "use" for the purposes of the clause 3 above.
- 7.2. A pan-European sports channel is a free-to-air channel of truly pan-European character which regularly and on a permanent basis covers a variety of different sports, with sports programming occupying at least 75% of the total air-time between 08.00 and 24.00. National windows (during which no Eurovision material may be used, unless a separate sublicense has been obtained for the country in question) may not occupy more than one-third of the daily transmission time. On-screen presentation, if any, of the pan-European output by an announcer or interviewer shall be balanced, both in duration and timing, among the languages in which the channel is broadcast. The pan-European output shall be aimed at at least eight countries, proof thereof being the actual redistribution of the channel on cable networks and/or other subscription platforms. There shall be permanent sound commentary in at least four different languages spoken in the countries aimed at.

## **8. PHYSICAL ACCESS**

- 8.1. Upon request, the EBU shall Offer access to the corresponding multilateral signal produced for an Event, at the market rate. Where such access cannot be provided, e.g. for technical reasons or because coverage of the sports action chosen by the sublicensee is not included in the multilateral Eurovision signal, the EBU shall coordinate access with the Host Broadcaster, either direct or through its Member(s), all access costs being at the non-Member's expense.

- 8.2. Any requests for accreditation, commentary positions or any other facilities or services offered by the Event Organizer or the Host Broadcaster shall need to be made by the sublicensee via the Member granting the sublicense, without any guarantee of success.

## **9. FINANCIAL CONDITIONS**

The global fee for the sublicense of a Eurovision sports programme is to be negotiated with the Member(s) concerned or, as the case may be, with the EBU. The sublicense fee shall duly reflect the cost of any trustee monitoring system and the fact that the non-Member's channel is aimed at the same audience. In the assessment of the overall commercial value of the programme, all relevant factors of the specific case shall be taken into account (in particular, the rights fee, including the exclusivity premium, paid by the EBU or the Member(s) concerned; the cost of production of the signal; any additional costs incurred by the Member(s), such as Eurovision coordination costs, special EBU operations group costs, etc., the results of which are also to the benefit of the non-Member; the number of households reached by the programme service; the language(s) of the programme service; the targeted audience's specific interest in the particular programme; the timing, number and duration of the transmission(s)).

## **10. NEWS ACCESS**

- 10.1. Except where national law or regulation provides otherwise and in line with Article 3k of the Audiovisual Media Services Directive (2007/65/EC), per Event or day of an Event non-Members shall be authorized, against payment of appropriate compensation, to transmit short extracts of a maximum aggregate of 90 seconds, to be included in up to three regularly-scheduled general news programmes, or in regularly-scheduled general sports news programmes of dedicated sports channels, broadcast within 24 hours of the end of the relevant day.
- 10.2. Non-Members may use these extracts in their Non-Linear transmissions provided such transmissions constitute a deferred, complete, unedited retransmission of their original Linear transmission of the news programme.

## **11. ARBITRATION**

- 11.1. In case of a dispute on the terms of provision of a sublicense under the conditions laid down by the present Rules, at the request of the non-Member the matter shall be submitted to arbitration by an independent expert or, if both parties agree, by three such experts. If only the fee to be paid by the non-Member is at issue, the transmission may be carried out prior to arbitration if at least two-thirds of the requested fee is paid before the transmission, subject to review and final determination of the fee by arbitration.

- 11.2. The expert shall be nominated jointly by the parties. In the case of an arbitration board, each party shall nominate one expert, and the two nominated experts shall jointly nominate a third. Failing agreement, nomination shall be by the President of the competent Court of Appeals in the case of national arbitration and by the President of the International Chamber of Commerce in the case of international arbitration.
- 11.3. Arbitration shall be carried out in the city where the Member offering the access has its headquarters. Unless otherwise agreed between the parties, the law and the language of the country of arbitration shall apply. However, where the EBU offers access to an organization operating a pan-European programme service with headquarters in an EU country, the law and the language of the latter country shall apply.
- 11.4. The expert(s) shall not be bound by any procedural rules. However, the parties' right to make both oral and written presentations to the expert(s) shall be guaranteed.
- 11.5. The expert(s) shall fix the access fee in accordance with the criteria listed in clause 9 above. The decision of the expert(s) shall be final and binding and shall take effect as a provision in the parties' agreement.
- 11.6. The parties shall bear their own individual costs and shall share the costs of the arbitration equally between them.

## **12. PROCEDURE AND DEADLINES FOR OFFERS AND REQUESTS**

### **12.1. Requests for sublicensing**

- 12.1.1. Requests for sublicensing shall be addressed to the Member(s) in the country in which the non-Member transmits.
- 12.1.2. Where a sublicense for pan-European transmission is sought, the request shall be addressed to the EBU. The same applies where in a particular country no Member has acquired the rights for a given Event.

### **12.2. Deadlines and procedure**

- 12.2.1. Where a non-Member has indicated to the Member(s) or, as the case may be, to the EBU potential interest in obtaining a sublicense for Live transmission, it shall receive, as soon as possible but no later than three months before the opening of the Event or within two weeks of the publication of the final schedule of the Event, whichever is the later, a response indicating the possibilities for Live transmission in accordance with clause 3.1.1. and subject to clause 3.1.3. above. With regard to the ensuing negotiations, any requests by the non-Member shall be answered promptly by the Member(s) or, as the case may be, by the EBU.

- 12.2.2. Potential interest in obtaining a sublicense for deferred transmission or highlights in accordance with clause 3.2. and 5.2. above shall be indicated no later than two months prior to the commencement of an Event, with an entitlement to receive an offer within two weeks.
- 12.2.3. The Members and, where applicable, the EBU, shall apply the foregoing deadlines in a flexible manner, meeting as far as possible the legitimate constraints of non-Members.

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## Annexe

### Olympic Games in non-European time-zones

When the Games do not take place in a European time-zone, the following shall apply:

#### Live transmission

The Live transmission of the non-Member shall end:

- at the latest, at 10.00 hours on the same day in the broadcaster's country (London time for pan-European channels), when the Games take place in an Asian time-zone (east of the Urals);
- at the latest, at 22.00 hours on the same day in the broadcaster's country (London time for pan-European channels), when the Games take place in one of the four eastern American time-zones;
- at the latest, at 02.00 hours on the following day in the broadcaster's country (London time for pan-European channels), when the Games take place in one of the five western American time-zones.

#### Deferred transmission

The deferred transmission (including highlights) of the day of the Games shall not begin until:

- 21.00 hours on the same day in the broadcaster's country (London time for pan-European channels) when the Games take place in an Asian time-zone (east of the Urals), and it shall not coincide with the Member's own live coverage of the next competition day or days.
  - 09.00 hours on the same day in the broadcaster's country (London time for pan-European channels) when the Games take place in an American time-zone, and it shall end, at the latest, at 13.00 hours on the same day in the broadcaster's country (London time for pan-European channels).
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