



PEPSI Indian Premier League 2013

Guidelines for News and Current Affairs Broadcasters for Audio Visual Broadcasting (the “Guidelines”)

INTRODUCTION

- A. These Guidelines are solely for News Broadcasters registered under the category of “News and Current Affairs” channels under the Ministry of Information and Broadcasting's “Downlinking Guidelines” (“**News Broadcasters**”).
- B. Usage of Match footage by the News Broadcasters shall be monitored by such monitoring agency which may be appointed by BCCI-IPL and/or the Official Broadcaster from time to time (the “**Monitoring Agency**”).
- C. The Guidelines have been framed on the basis of and reflect settled law on the fair use principles laid down by the Hon’ble Delhi High Court in 2012.
- D. News Broadcasters may use Fresh Footage from the live telecast of the PEPSI IPL 2013 (the “**Tournament**”) by MSM Satellite (Singapore) Pte. Ltd., the PEPSI IPL official broadcaster (the “**Official Broadcaster**”), on its channels SONY MAX and SONY SIX, without payment to the Official Broadcaster or the BCCI-IPL, within the below specified limits and parameters.
- E. Other channels which are not News Broadcasters and in particular sports channels are not permitted to use any Match footage from the Tournament.
- F. These Guidelines do not apply to the use of Archive Footage. News Broadcasters desirous of using and/or telecasting any Archive Footage on News Programmes and/or Special Programmes may approach the BCCI-IPL and/or the Official Broadcaster for permissions by stating the nature, quantity and purpose of their proposed usage of the Archive Footage.

DEFINITIONS

1. For the purposes of these Guidelines, the following capitalized terms shall have the following meanings:

(i) “**Achievement Footage**” shall mean any Fresh Footage depicting an important personal milestone of a player or other exceptional and unexpected events that occur during any Match of the Tournament.

(ii) “**Archive Footage**” shall mean audio-visual or visual-only footage from a Match that forms part of the Tournament (or previous seasons of the Tournament) from the period 24 hours after the commencement of the Match concerned.

(iii) “**Day**” shall mean a period of 24 hours from the commencement of a Match.

(iv) “**Fresh Footage**” shall mean audio-visual or visual-only footage of any and all Match play on the Day when one or more Matches of the PEPSI IPL 2013 are played and broadcast by the Official Broadcaster and shall include any and all in-stadium entertainment and presentation ceremonies.

(v) “**Match(es)**” shall mean any cricket match or matches forming part of Tournament.

(vi) “**News Programme(s)**” shall have such meaning as provided in Clause 7, below.

(vii) “**Special Programme(s)**” shall mean any news format programmes broadcast by the News Broadcaster that are not News Programmes.

(viii) “**Sports Segment**” shall have such meaning as provided in Clause 7, below.

USE OF FOOTAGE

2. News Broadcasters will be allowed to broadcast a maximum of 5.5 minutes of Fresh Footage in a Day on News Programmes and/or Special Programmes strictly in accordance with the limitations contained in these Guidelines.
3. An aggregate of no more than two (2) minutes of Fresh Footage may be broadcast per hour of broadcast.
4. A maximum of two (2) repeats of Fresh Footage may be broadcast in any given hour of news broadcast in the News Programmes and/or Special Programmes. For purposes of clarity, the Fresh Footage of two (2) minutes per hour of news broadcast, as permitted under Clause 3 above, may only be broadcast two (2) times in that hour, and no further repeats of such Fresh Footage will be permitted.

5. There will be a minimum of a 30-minute delay from the Live telecast by the Official Broadcaster before telecast of any Fresh Footage by a News Broadcaster provided however that News Broadcasters are permitted to disrupt regular News Programmes only, to broadcast clip(s) of Achievement Footage for a period not exceeding 15 seconds and for no more than one (1) exhibition for reporting purposes only, within 30 minutes following the Live broadcast of the Achievement Footage by the Official Broadcaster. The relevant duration with respect to the term "**Live**" as used herein shall include the period from the first ball to the last ball of any Match and will extend to the pre-Match toss and the post-Match presentation ceremony.
6. All Fresh Footage must be broadcast "as is", without alterations or modifications and within 24 hours of the commencement of the Match to which it relates. Fresh Footage may be used for news reporting (which is result orientated) only and not for the purpose of analysis (by way of review or comments by experts, ex-cricketers, anchors, analysts or presenters).
7. The term "**News Programmes**" shall mean the News Broadcaster's regular scheduled news bulletins which contain and are restricted to reporting (and not analysis) of current news and current affairs of regional, national and/or international importance and shall include any sports news segment as part of such scheduled news bulletins (hereinafter a "**Sports Segment**").

USE OF FOOTAGE IN SPORTS SEGMENTS

- 7A. Commercialisation of Sports Segments incorporating Fresh Footage in any manner, including by way of sponsorships and insertions of advertisements while reporting on the Tournament as part of the News Programme, shall not be permitted and shall be considered a violation of the Guidelines.
- 7B. There shall be no ad, sting, logo, graphic or any other commercial (morphing) activity carried immediately before, immediately after or during a clip using Fresh Footage from any Match or before during or after a Sports Segment, and no association may be created between such clip or Sports Segment and any third party brand or product.

USE OF FOOTAGE IN SPECIAL PROGRAMMES

8. Use of Fresh Footage in Special Programmes shall not be permitted unless the Fresh Footage is used solely for news reporting purposes and not for analysis, as further clarified in Clause 6.
9. In the event that Fresh Footage is used in a Special Programme, there shall be no ad, sting, logo, graphic or any other commercial (morphing) activity carried immediately before, immediately after or during a clip using Fresh Footage from any Match, and no association shall be created between such clip and any third party brand or product. Further, no ad, sting, logo, graphic or any other commercial (morphing) activity shall be carried immediately before, immediately after or during a Special Programme making use of Fresh Footage.

10. In addition to the restrictions placed specifically on Special Programmes under these Guidelines, use of Fresh Footage in Special Programmes shall remain subject to all other restrictions as applicable to News Programmes under these Guidelines, including but not limited to restrictions placed under Clauses 2, 3, 4, 5 and 6.

IMPERMISSIBLE COMMERCIALISATION AND OTHER METHODS OF BROADCASTING FOOTAGE

11. A News Broadcaster may commercially exploit a News Programme within which Fresh Footage is broadcast as a whole, in the regular course, through normal advertising breaks usual in programming of news channels, provided always that no advertising, sting, logo, graphic and/or any other commercial (morphing) activity occurs immediately before, immediately after or during the Fresh Footage and no association is created, suggested or implied between the use of Fresh Footage and any third party brand or product. To clarify, no News Programme or Sports Segment that uses the Fresh Footage may have a "title" or other sponsor and no advertisement may (i) be used or repeated in the regular advertising breaks during the News Programme or Sports Segment in such a manner as to create, suggest or imply an association between the advertiser or the product and the Fresh Footage and/or the Tournament, or (ii) be solicited for broadcast during the News Programme on the representation that the News Programme would carry the Fresh Footage and/or cover the Tournament, or (iii) be sold at a special premium for broadcast during the News Programme on the representation that the News Programme would carry the Fresh Footage and/or cover the Tournament.
12. To clarify, each News Broadcaster shall be at liberty, in the course of a News Programme, to carry advertising, stings, logos, graphics and/or any other commercial (morphing) activity on a news ticker, during the broadcast of Fresh Footage, provided that such advertising is not displayed only or specifically during the News Broadcaster's reporting of the Tournament or the use of Fresh Footage. Further, the advertising, sting, logo, graphic and/or any other commercial (morphing) activity in relation to any third party sponsor of the News Programme in which the Fresh Footage is broadcast, may be displayed by the New Broadcaster at the time of reporting of the Tournament only if such advertising, sting, logo, graphic and/or any other commercial (morphing) activity appears on the ticker throughout the duration of the News Programme, save for when the advertising, sting, logo, graphic and/or any other commercial (morphing) activity in relation to other third parties is being broadcast.
13. News Broadcasters may not include any advertising, sting, logo, graphic or any other commercial (morphing) activity carried immediately before, immediately after or during any 'player-of-the-day', 'event-of-the-day', 'image-of-the-day' or like feature relating to the Tournament.
14. News Broadcasters, shall not make use of any Fresh Footage as part of News Programmes, Sports Segments or Special Programmes which promote a third party brand or product by way of side screens, interview backdrops, by the

anchors or analysts appearing in the programmes, or any other form of logo or product placement activity.

15. News Broadcasters cannot use the Fresh Footage, permitted as per these Guidelines, to make their own compilation or mix the Fresh Footage with footage from other television events, sports events, documentaries, interviews out of the context of Tournament, etc. The Fresh Footage must be used “as is” without alterations or modifications and subject only to editing to meet time constraints for news bulletins.
16. The Official Broadcaster has the exclusive rights from BCCI-IPL to produce, inter alia, a studio-based wrap around programme currently titled “Extraaa Innings T20”. Under no circumstances will a News Broadcaster be permitted to use the Fresh Footage from the said show, including by zooming into the television screens placed in the show on which the Fresh Footage may be exhibited by the Official Broadcaster.

COURTESY BUGS

17. News Broadcasters must carry the name of the league and the logo, viz., PEPSI IPL in all their broadcast mentions.
18. Courtesy bugs acknowledging the PEPSI IPL and the Official Broadcaster must be pasted by the News Broadcaster throughout the use of content on-air. Both the logos of the PEPSI IPL and the Official Broadcaster should be seen “as is” or referred to with due prominence. If either of the logos is covered by the News Broadcaster's logo or overlays, there must be a source credit or a courtesy line extended at the bottom of the screen displayed in the same font size as the News Broadcaster's own logo or overlay. Failure to abide by these conditions will amount to a violation of the copyright in the content (including the Fresh Footage) which may be actionable under applicable law by the BCCI-IPL and/or the Official Broadcaster.

STREAMING ON THE OFFICIAL WEBSITES OF THE NEWS BROADCASTERS

19. Nothing contained herein prohibits a News Broadcaster from continuing to undertake live video streaming simulcasts of its news channels on the channel's official website provided that the content being streamed on the channel website is the exact replica of the programme run on the News Broadcaster's news channel, it is displayed simultaneously with its television news broadcast and such simulcasting is customarily provided on the official website by the channel for all content that it broadcasts in the ordinary course. It is clarified that live video streaming simulcasting of the news broadcast that includes Fresh Footage may be undertaken only on the News Broadcaster's official website and not on any cricket website or any other website, whether or not owned by the News Broadcaster. Notwithstanding the aforementioned, News Broadcasters shall not display deferred or archived Fresh Footage, whether as part of news bulletin or

otherwise, on their own official website or via their account or otherwise on a third-party video-upload site such as YouTube, DailyMotion, etc.

ENFORCEMENT AND CONSEQUENCES OF VIOLATIONS OF THE GUIDELINES

20. Any use beyond as permitted under these Guidelines if not under a prior bilateral agreement between the relevant News Broadcaster and the Official Broadcaster will be treated as a material violation.
21. The BCCI-IPL (together with the Official Broadcaster) retains and, to the extent required, is hereby granted by the relevant copyright owner governed by these Guidelines by virtue of use of the Fresh Footage hereunder, the rights to monitor and enforce compliance by News Broadcasters and associated and unassociated third parties with these Guidelines (whether by means of anti-infringement actions, legal proceedings or otherwise) and with the copyright law in force. In all such cases the relevant News Broadcaster will not undertake any act to obstruct, nullify or obviate the rights of the BCCI-IPL or the Official Broadcaster granted hereunder. The BCCI-IPL and the Official Broadcaster each expressly reserve all of their respective legal rights and remedies against any News Broadcaster that breaches the Guidelines, which shall be explicitly in addition to any specified remedies hereunder in relation to certain specific violations of these Guidelines.
22. Nothing contained in these Guidelines shall limit the rights of the BCCI-IPL or the Official Broadcaster to exercise remedies available under law or contract for violations of these Guidelines, including for damages, specific relief and through potential immediate revocation, suspension or cancellation of media accreditation where, applicable. In addition to BCCI-IPL's and/or the Official Broadcaster's right to pursue such other remedies, the News Broadcaster hereby agrees to indemnify BCCI-IPL and the Official Broadcaster for any and all losses or damages as a result of the violation and breach of these guidelines resulting from such overuse.