

**Sublicenčná zmluva
o poskytnutí rozhlasových vysielacích práv
v súvislosti s Majstrovstvami sveta v ľadovom hokeji v roku 2018**
uzatvorená podľa § 269 ods.2 zák. č. 513/1991 Zb. (Obchodný zákonník)
v znení neskorších predpisov
(ďalej len „zmluva“)

Zmluvné strany

Rozhlas a televízia Slovenska

Sídlo: Mlynská dolina, 845 45 Bratislava
Štatutárny orgán: PhDr. Jaroslav Rezník, generálny riaditeľ
IČO: 47 232 480
DIČ: 2023169973
IČ pre DPH: SK2023169973
Bankové spoj.: xxx
Číslo účtu IBAN: xxx
SWIFT/BIC CODE/: xxx
Zápis: Obchodný register Okresného súdu Bratislava I, Oddiel: Po, Vložka č.: 1922/B
(ďalej len „**poskytovateľ**“)

a

D.EXPRES, k.s.

Sídlo: Vrútocká 48, 821 04 Bratislava
Štatutárny orgán: D.EXPRES Management spol. s r. o., komplementár
Ivan Antala, konateľ komplementára
IČO: 35 709 651
DIČ: 2020267062
IČ pre DPH: SK2020267062
Bankové spoj.: xxx
Číslo účtu IBAN: xxx
SWIFT/BIC CODE/: xxx
Zápis: Obchodný register Okresného súdu Bratislava I, Oddiel: Sr, Vložka č.: 1351/B
(ďalej len „**nadobúdateľ**“)

uzatvárajú túto zmluvu:

Preambula

Poskytovateľ vyhlasuje, že na základe „Zmluvy o poskytnutí práv“ zo dňa 22. 5. 2015 a jej Dodatku zo dňa 30.03.2017 (v texte len **Zmluva o poskytnutí práv**), mu bola obchodnou spoločnosťou Pragosport, a.s., Česká republika, IČO: 18628010 (v texte len **Pôvodca licencie**) udelená licencia na využívanie exkluzívnych televíznych práv, rozhlasových práv, internetových práv, práv pre mobilné platformy a práva na tzv. public viewing (public viewing s výnimkou konania MS v hokeji v SR na určité miesta) na území Slovenska v slovenskom jazyku v súvislosti so zápasmi turnajov Majstrovstiev sveta v ľadovom hokeji (ďalej len „**MS v ľadovom hokeji**“) a zároveň vyhlasuje, že poskytovateľovi bolo udelené právo udeliť tretej osobe súhlas na použitie týchto práv v rozsahu udelenej sublicencie.

**Článok I.
Predmet zmluvy**

1. Poskytovateľ na základe tejto zmluvy poskytuje nadobúdateľovi nevýhradné práva (ďalej len „**sublicencia**“) na vysielanie informácií z diania MS v ľadovom hokeji 2018 (okrem priamych

vstupov počas zápasov) prostredníctvom akreditovaného zamestnanca nadobúdateľa podľa ods. 2 tohto článku zmluvy a s obmedzeniami podľa čl. II zmluvy, konajúcich sa od 4. 5. 2018 do 20. 5. 2018 v Dánsku, vo vysielaní rozhlasovej programovej služby EXPRES, za cenu podľa Čl. III. bod 1. tejto zmluvy počas licenčnej doby od 4. 5. 2018 do 20. 5. 2018. Nadobúdateľ je vysielateľom a držiteľom licencie na vysielanie rozhlasovej programovej služby EXPRES.

2. Poskytovateľ na základe tejto zmluvy poskytuje nadobúdateľovi sublicenciu na akreditáciu pre jedného zamestnanca nadobúdateľa pre potreby vysielania rozhlasovej programovej služby EXPRES v mieste konania MS v ľadovom hokeji 2018 v Dánsku.
3. Poskytovateľ v zmysle ods. 10 časti Schedule – Special conditions Zmluvy o poskytnutí práv udeľuje Nadobúdateľovi sublicenciu za rovnakých podmienok, za akých bola udelená licencia jemu od Pôvodcu licencie, to znamená, že Nadobúdateľ sa voči Poskytovateľovi zaväzuje plniť rovnaké povinnosti ako Poskytovateľ voči Pôvodcovi licencie podľa Zmluvy o poskytnutí práv, a to vrátane povinnosti zdržať sa určitého konania, povinnosti niečo strpieť alebo povinnosti na poskytnutie súčinnosti Poskytovateľovi alebo Pôvodcovi licencie.

Článok II.

Práva a povinnosti nadobúdateľa

1. Nadobúdateľ – akreditovaný účastník môže pôsobiť v mieste konania MS v ľadovom hokeji 2018 len na vyznačenej ploche, novinárskej tribúne alebo v mix zóne, bez možnosti zaznamenávania a/alebo vysielania zápasov alebo ich akýchkoľvek častí naživo a bez možnosti vysielania flash interview. Nadobúdateľ môže použiť nahrávacie zariadenie v mix zóne výlučne za účelom vyhotovenia zvukového záznamu rozhovorov s hráčmi/trénermi bez možnosti ich vysielania naživo.
2. Nadobúdateľ – akreditovaný účastník je oprávnený poskytovať aktuálne informácie z diania MS v ľadovom hokeji 2018 (okrem priamych vstupov počas zápasov) do vysielania rozhlasovej programovej služby EXPRES.
3. Nadobúdateľ nie je oprávnený poskytnúť udelenú sublicenciu tretím osobám.

Článok III.

Cena, platobné podmienky a zmluvná pokuta

1. Zmluvné strany sa dohodli, v zmysle zák. č. 18/1996 Z. z. o cenách v znení neskorších predpisov, na cene za poskytnutie sublicencie vo výške 5 760,- eur bez DPH, pričom DPH je 1 152,- eur, tzn. cena vrátane DPH je 6 912,- eur, slovom šesťtisícdeväťstodvanásť eur, ktorá bude uhradená na účet poskytovateľa uvedený v časti Zmluvné strany tejto zmluvy vopred/pred začiatkom plynutia licenčnej doby na základe zálohovej faktúry. Poskytovateľ vystaví vyúčtovaciu faktúru do 15 dní odo dňa dodania. Za deň dodania pre účely DPH sa považuje deň účinnosti zmluvy alebo deň zaplatenia a to ten, ktorý nastane skôr.
2. Zmluvné strany sa dohodli, že ak nadobúdateľ nepoukáže uvedenú cenu na účet poskytovateľa v lehote splatnosti, je poskytovateľ oprávnený fakturovať nadobúdateľovi za každý deň omeškania úrok z omeškania s ročnou úrokovou sadzbou vo výške podľa § 1 Nariadenia vlády SR č. 21/2013 z. z., ktorým sa vykonávajú niektoré ustanovenia Obchodného zákonníka.
3. V prípade porušenia ktorejkoľvek povinnosti nadobúdateľa špecifikovanej v Čl. II. tejto zmluvy je nadobúdateľ povinný zaplatiť poskytovateľovi zmluvnú pokutu vo výške 1 500,- eur, za každé jedno porušenie niektorej z uvedených povinností, a to na základe samostatnej faktúry, so splatnosťou 14 dní odo dňa jej vystavenia; zaplatením zmluvnej pokuty nie je dotknuté právo na náhradu škody vo výške prevyšujúcej zmluvnú pokutu.

Článok IV. Odstúpenie od zmluvy

1. Poskytovateľ môže od tejto zmluvy odstúpiť, ak mu nadobúdateľ nezaplatí dohodnutú cenu riadne a včas podľa čl. III. bodu 1. tejto zmluvy alebo ak počas platnosti tejto zmluvy nesplní alebo poruší niektorý zo záväzkov/povinností prevzatých touto zmluvou.
2. Účinky odstúpenia od zmluvy nastávajú dňom doručenia oznámenia o odstúpení od zmluvy nadobúdateľovi.
3. Odstúpením od zmluvy nie je dotknutý nárok poskytovateľa na náhradu škody.

Článok V. Záverečné ustanovenia

1. Táto zmluva nadobúda platnosť dňom jej podpisu oboma zmluvnými stranami a účinnosť dňom nasledujúcim po dni jej zverejnenia v Centrálnom registri zmlúv Úradu vlády SR.
2. Zmluvné strany berú na vedomie povinnosť poskytovateľa zverejniť túto zmluvu podľa § 5 a zákona č. 211/2000 Z. z. o slobodnom prístupe k informáciám a o zmene a doplnení niektorých zákonov (zákon o slobode informácií) v znení neskorších predpisov a na tento účel zmluvné strany prehlasujú, že súhlasia so zverejnením zmluvy v rozsahu platnej legislatívy.
3. Všetky zmeny alebo dodatky tejto zmluvy možno urobiť len písomnou formou po dohode oboch zmluvných strán, musia byť číslované a budú tvoriť nedielnú súčasť tejto zmluvy.
4. Zmluvné strany sa dohodli, že písomné zásielky si budú doručovať do miesta sídla zmluvného partnera. V prípade, že sa písomná zásielka vráti ako nedoručená na adresu uvedenú zmluvnou stranou, bude sa táto považovať za doručenú, a to v deň vrátenia nedoručenej zásielky, aj keď sa o tom adresát zásielky nedozvedel.
5. Právne vzťahy neupravené touto zmluvou sa riadia podľa príslušných ustanovení Obchodného zákonníka a iných všeobecne záväzných právnych predpisov platných v Slovenskej republike.
6. Zmluvné strany sa zaväzujú, že prípadné spory, ktoré vzniknú pri plnení tejto zmluvy, budú riešiť predovšetkým dohodou. Pokiaľ k dohode nedôjde, zmluvné strany sa výslovne dohodli, že spory budú riešiť prostredníctvom príslušného súdu v sídle poskytovateľa.
7. Táto zmluva je vyhotovená v dvoch vyhotoveniach v slovenskom jazyku, po jednom pre každú zmluvnú stranu.
8. Zmluvné strany vyhlasujú, že si túto zmluvu prečítali, jej obsahu porozumeli a na znak toho, že obsah tejto zmluvy zodpovedá ich skutočnej a slobodnej vôli ju podpísali.
9. Neoddeliteľnou súčasťou tejto Zmluvy sú prílohy:
Príloha č. 1 Zmluva o poskytnutí práv zo dňa 22. 5. 2015

V Bratislave, dňa.....

V Bratislave, dňa

.....
Ivan Antala
konateľ komplementára
D.EXPRES, k. s.

.....
PhDr. Jaroslav Rezník
generálny riaditeľ
Rozhlas a televízia Slovenska



ZM00000342

Pragosport, a.s., Na Ořešcovce 579/6, 162 00 – Praha 6, Česká republika, IČO 18628010
Telefon: +420 -233 109 711, Fax: +420 -233 109 712, e-mail: office@pragosport.cz

SMLOUVA O POSKYTNUTÍ PRÁV

POSKYTOVATEL:

Pragosport, a.s.

Na Ořešcovce 579/6, 162 00 Praha 6,

Česká republika

IČ: 18628010

Česká republika

zapsaná v obchodním rejstříku u Městského soudu v Praze, oddíl B.,
vložka 755

jejímž jménem jedná pan Ing. Jaroslav Vacek, předseda
představenstva

Bankovní spojení: XXXXXX

(dále jen „poskytovatel“ nebo „Licensor“)

NABYVATEL:

Rozhlas a televízia Slovenska

se sídlem Mlynská dolina, 845 45 Bratislava

Slovenská republika

DIČ: SK 2023 169973

jejímž jménem jedná Václav Mika, generální ředitel

bankovní spojení: XXXXXX

č.ú: XXXXXX

(dále jen „nabyvatel“ nebo „Licensee“)

TITUL (AKCE):

1/ IIHF MS v ledním hokeji 2018 – 2023 exkluzivní televizní práva, rozhlasová práva, internetová práva, práva pro mobilní platformy a práva na tzv. public viewing (s výjimkou konání MS v SR – v takovém případě je držitelem public viewing práv pro místa konání/arény a jejich bezprostředního okolí IIHF)

Exkluzivní televizní a exkluzivní nebo neexkluzivní jiná práva tak, jak je dále definují jednotlivé přílohy Smlouvy:

2/ Tour de Suisse 2016 a 2017

3/ NHL Tonight 2015/16

4/ Berlín maraton 2017, 2018, 2019 a 2020

5/ v případě potvrzení práv poskytovatelem MS UCI pro roky 2017, 2018, 2019 a 2020 v obdobném rozsahu jako stávající smlouva uzavřená dne 23.8.2013 pro tuto akci.

6/ ME a MS v curlingu 2016/17, 2017/2018 (v případě získání práv poskytovatelem až do sezóny 2022/2023)

7/ FIBT World Cup a World Championship boby a skeleton pro sezóny 2016/17 a 2017/18 (v případě získání práv poskytovatelem až do sezóny 2022/2023)

8/ Plážový volejbal 2015, 2016 v rozsahu dále specifikovaném v příloze č. 8

9/ FIS Freestyle magazín 2015/16, 2016/17, FIS Alpine, Snowboard magazíny 2016/17

10/ Ski World Championship ve snowboardingu a freestylu 2017

11/ Italská basketbalová liga 2016/17, 2017/18

12/ Arsenal TV channel 2016/17, 2017/18

13/ Milan TV channel 2016/17, 2017/18

14/ tenisový Grand Slam Roland Garros 2015, 2016, 2017

POSKYTOVANÁ PRÁVA:

poskytovatel prohlašuje, že je oprávněný poskytnout práva, která jsou předmětem této smlouvy včetně příloh tvořících její nedílnou součást.

Poskytovatel poskytuje nabyvateli touto smlouvou televizní příp. rozhlasová práva k výše popsaným akcím pro živé vysílání nebo vysílání ze záznamu na programech nabyvatele šířených terestricky, kabelově a satelitně a pro geo-blokované internetové a mobilní vysílání.

Veškerá práva pro jednotlivé akce jsou specifikována a detailně popsána v jednotlivých přílohách vázících se k jednotlivým akcím. V případě kolize mezi tímto ustanovením a specifickými ustanoveními v jednotlivých přílohách, mají přednost ustanovení jednotlivých příloh.

ÚZEMÍ:

Slovenská republika

JAZYK:

slovenština

**ČAS, NA NĚŽ JSOU
PRÁVA POSKYTOVÁNA:**

viz specifikace v jednotlivých přílohách

**CENA POSKYTOVANÝCH
PRÁV:**cena poskytovaných práv je 9.000.000,-- EUR
(devětmiliónů EUR)**PLATBA:**

Platba v EUR na základě faktur/daňových dokladů vystavených poskytovatelem s následujícími splatnostmi:

50.000,-- EUR	30.6.2015
87.000,-- EUR	1.11.2015
144.600,-- EUR	1.5.2016
114.000,-- EUR	1.11.2016
90.680,-- EUR	1.3.2017
172.000,-- EUR	1.7.2017
125.000,-- EUR	1.11.2017
470.920,-- EUR	1.3.2018
526.000,-- EUR	1.7.2018
444.800,-- EUR	1.11.2018
466.000,-- EUR	1.3.2019
459.000,-- EUR	1.7.2019
445.000,-- EUR	1.11.2019
490.000,-- EUR	1.3.2020
487.000,-- EUR	1.7.2020
487.000,-- EUR	1.11.2020
499.000,-- EUR	1.3.2021
487.000,-- EUR	1.7.2021
487.000,-- EUR	1.11.2021
499.000,-- EUR	1.3.2022
487.000,-- EUR	1.7.2022
487.000,-- EUR	1.11.2022
499.000,-- EUR	1.3.2023
496.000,-- EUR	1.5.2023

Faktura bude nabyvateli zaslána nejpozději 30 dní před splatností.

Veškeré smluvní částky jsou uvedeny bez DPH a /nebo všech ostatních daní platných v současnosti nebo které vstoupí v platnost v budoucnu. V případě, že taková daňová povinnost vznikne za trvání platnosti této smlouvy, nabyvatel se ji zavazuje zaplatit nad sumy dohodnuté výše v této smlouvě.

TECHNICKÉ NÁKLADY:

informace o jednotlivých technických nákladech jsou uvedeny v daných přílohách (1. – 14.) jednotlivých akcí tvořících nedílnou součást této smlouvy.

OSTATNÍ UJEDNÁNÍ:

1/ V případě naplnění předpokladů předčasného ukončení smluvní spolupráce v rámci některé z akcí tvořících TITUL (AKCI) této smlouvy z důvodu nedodržení smluvních podmínek, ať již ze strany poskytovatele nebo nabyvatele, smluvní strany výslovně dohodly a souhlasí s tím, že dojde k ukončení smlouvy pouze u té jednotlivé akce/v rozsahu té akce, jejíž podmínky byly porušeny. Všechny zbývající akce, jejichž podmínky byly dodrženy, zůstávají v platnosti a ve vztahu k nim zůstává smlouva v platnosti v nezměněné podobě.

2/ V případě, že nedojde k potvrzení práv titulu uvedeného pod bodem č. 5 MS UCI a poskytovatel tudíž nebude schopen tento titul dodat, dohodly se obě smluvní strany, že poskytovatel buď tento nedodaný titul nahradí jiným titulem nebo dojde ke snížení ceny poskytovaných práv a to v rozsahu 15.000 EUR za každý nedodaný ročník MS UCI (tj. celkem max. o 60.000 EUR). Vše výše uvedené platí za předpokladu, že se smluvní strany nedohodnou na něčem jiném.

Nedílnou součástí této smlouvy jsou přílohy 1.- 14., které se obě strany zavazují podepsat, s tím, že příloha č. 5 bude ke smlouvě doplněna za předkladu získání práv poskytovatelem k titulu MS UCI pro roky 2017, 2018, 2019 a 2020.

Oficiálním jazykem této smlouvy je čeština. Oficiálním jazykem jednotlivých příloh, které tvoří nedílnou součást této smlouvy, je angličtina.

Platnost této smlouvy nastává dnem podpisu v pořadí druhou ze smluvních stran. Účinnost této smlouvy nastává dnem následujícím po dni zveřejnění této smlouvy v Centrálním registru smluv Úřadu Vlády Slovenské republiky.

V Praze dne.....

V Bratislavě dne

Poskytovatel

Nabyvatel

.....
Pragospport, a.s.

.....
RTVS

Příloha č. 1: IIHF MS v ledním hokeji

Competition(s)	2018 – 2023 IIHF Ice Hockey World Championships The final details of the dates and venues of the Competitions to be provided by the Licensor upon availability.
Permitted Transmission Platforms	All Transmission Platforms on an exclusive basis (including e.g. TV, radio, Mobile, Broadband Internet and Radio) and any similar means of transmission technology now known or invented in the future and any Transmission Platforms (whether existing now or created or discovered in the future) not expressly included under Permitted Transmission Platforms that represent a development of the above Permitted Transmission Platforms.
Broadcast Basis	Live, delayed, repeat, Highlights (including non-exclusive news access rights) on a Free or Pay basis
Ancillary Right	Licensee shall have the non-exclusive right to exercise within the Territory archive footage of up to a maximum of 18 minutes in total of IIHF competitions prior to 2018, for promotion of Licensee's exploitation of the Media Rights and other editorial use (technical costs to be charged at standard rate card cost).
Territory	Slovak Republic
Language	Slovak
Exploitation Period	From 1 February 2018 until three month's after the final of the 2023 IIHF Ice Hockey World Championships.
Technical and delivery costs	Any service (such as e.g. delivery of the Basic Feed ex OB Van, uplink, space segment, unilateral services) provided by Licensor and/or host producer of the Competitions shall be charged at standard rate card cost.
Delivery format	The Basic Feed in HD or any other in the future developed and used format such as e.g. a 4k feed (if available) for the Competitions shall be made available at the venue (Ex OB Van) of the respective Competition to the Licensee in accordance with technical and delivery costs.
Minimum Transmission Requirements	Licensee shall guarantee the live transmission in the Territory of the following Games in their entirety as follows: a) In case of participation of Slovak national team in the IIHF Ice Hockey World Championship: Transmission of a minimum of 25 (twentyfive) Games per each IIHF Ice Hockey World Championship within the Territory on a free television channel (with a minimum reach of 85% of the population in the Territory), including all quarter-finals, two semi-finals and the final games and all games of the national team participating, plus repeats, studio-transmissions, summaries, Highlights, news on its national channel, i.e. a minimum of 75 hours of transmissions in total per each IIHF Ice Hockey World Championship;

	<p>b) Non-participation of Slovak national team in the IIHF Ice Hockey World Championship: Transmission of a minimum of 5 (five) Games per each IIHF World Championship, including two quarter-finals, two semi-finals and the final games, i.e. a minimum of 12 hours of transmissions in total per each IIHF Ice Hockey World Championship on a Free television channel (with a minimum reach of 85% of the population in the Territory).</p>
Special Conditions:	<ol style="list-style-type: none"> 1. Licensor, IIHF and the the local organising committee are permitted to broadcast, on their (non-geoblocked) official website and by using any digital media products contemplated under Special Condition 8 and any and all media (including social media) and promotional platforms and forums (whether known at the time of this Agreement or developed in the future), Highlights as part of their promotional and advertising activities in the following manner: (i) up to 5 (five) Near-Live Clips per Game, (ii) up to 3 (three) minutes in total of Highlights per Game, to be exploited no sooner than after completion of the respective Game of the Competition. 2. Commercial Affiliates are permitted to broadcast, on their (non-geoblocked) official website and by using any digital media products contemplated under Special Condition 8 and any and all media (including social media) and promotional platforms and forums (whether known at the time of this Agreement or developed in the future), Highlights as part of their promotional and advertising activities in the following manner: (i) up to 5 (five) Near-Live Clips per Game, (ii) up to 90 (ninety) seconds in total of Highlights per Game, to be exploited no sooner than after completion of the respective Game of the Competition. 3. Throughout the Exploitation Period, Licensor and/or its nominees shall, without any payment whatsoever to Licensee, be entitled to undertake on a pay basis Live and/or delayed transmissions of each Game on any kind of IIHF Web TV/YouTube channel or other digital platform always provided that the respective Game is not transmitted live by Licensee. 4. The following rights are expressly and unconditionally excluded from the scope of this Agreement and are reserved to Licensor for its own unrestricted use, exploitation and benefit ("Reserved Rights"): Fixed Media Rights, Betting Rights, Closed Circuit Television Rights (with respect to waterborne vessels and aircraft only), and Video Game Rights and any other Transmission Platforms (whether existing now or created or discovered in the future) not expressly included under Reserved Rights that represent a development of the above Reserved Rights. 5. Licensee may only use and/or reproduce (on a non-exclusive basis) data and information relating to the Games and/or the Competitions (or any part thereof including, without limitation, scores, Game, team and player statistics) that are supplied by

	<p>IIHF in accordance with such terms and conditions as IIHF may, in its absolute discretion, specify and/or require.</p> <p>6. Licensor shall be entitled to grant to any third party, the non-exclusive licence of the right to transmit highlights as part of, and/or for inclusion in/by any pan-regional or international news coverage (such as e.g. Euronews, CNN, Deutsche Welle) and/or news coverage distribution deal (with e.g. SNTV, Thomson Reuters, etc.) for generally scheduled news programs by means of any media whatsoever provided always that the exercise of such licence by each such third party shall be limited to excerpts of up to ninety (90) seconds per programme and per Game in total for broadcast no earlier than the end of the Game in question.</p> <p>7. Licensor shall be entitled to grant to any third party the non-exclusive licence of the right to transmit, in the Territory (or any part thereof) and by means of any media whatsoever, Highlights provided always such exploitation shall not commence earlier than after the end of the Competition in question and shall be limited to ninety (90) seconds of footage per Game.</p> <p>8. The creation, development and commercialisation of digital media products intended to enhance a Game viewing experience and complement the exploitation of the Media Rights by providing additional audio-visual and/or data content intended for consumption on portable or mobile devices is within the scope of rights granted to Licensee hereunder, always subject to the approval of Licensor and on a non-exclusive basis only. Examples of these products include specific apps, short messaging services and any other applications offering a “second screen” experience.</p> <p>9. No social media or similar media platforms or channels may be used by Licensee that include terms of use which expressly, impliedly or effectively grant any third party, especially the operator of the media platform or channel itself, any ownership, quasi-ownership, or controlling interest in the intellectual property of Licensor, the IIHF or the national associations, or which grant a licence for independent use of same.</p> <p>10. Notwithstanding the provision of clause 9.7 of the Terms, but subject to Licensor’s prior approval which shall not be withheld, Licensee shall be able to sub-license to one or more third parties (each a “Sub-Licensee”) in the Territory the Media Rights and Ancillary Right, including for the purposes of ensuring any minimum broadcast obligations hereunder, provided that:</p> <p>10.1 such sub-licence is made on terms and conditions that impose obligations, duties, limitations and restrictions that are no less onerous than those contained in the relevant Media Rights Agreement;</p>
--	--

	<p>10.2 Licensee shall be liable for the acts and omissions of any Sub-Licensee and shall procure that the Sub-Licensee complies fully with the terms of its respective sub-licence;</p> <p>10.3 Licensee shall remain fully liable for its obligations under the Media Rights Agreement (including without limitation ensuring that its minimum broadcast obligations, as set out under Further Covenants 1. below, throughout the Territory are satisfied at all times);</p> <p>10.4 no further sub-licensing, assignment or delegation of Media Rights and Ancillary Right by a Sub-Licensee shall be permitted unless approved by Licensor in writing; and</p> <p>10.5 Licensee shall provide to Licensor a list of all Media Rights sub-licence agreement concluded within ten (10) working days of signature thereof.</p> <p>10.6 Licensee undertakes to comply with the antitrust standards applicable to the distribution of Media Rights in the Territory at the sub-licence level. Should Licensor and/or IIHF be fined by any competent authority as a consequence of the exercise of any Media Rights by the Licensee/Sub-Licensee, the Licensee shall fully indemnify and hold harmless Licensor and/or IIHF against any such fines plus all related cost (including court fees, and reasonable expenses and all reasonable costs of attorney representation), excluding any indirect costs or losses (such as goodwill, business or anticipated savings).</p> <p>11. Licensee shall be entitled to sell broadcast sponsorship slots, commercial airtime slots, break bumpers and/or other sequences incorporated into the Licensee's transmissions of the Competitions ("Commercial Opportunities") subject to the following terms which are subject to amendments and alterations by IIHF:</p> <p>a) Licensor shall notify Licensee from time to time of the name and contact details of the official main sponsor(s) that has/have been appointed for the Competitions and of the name and contact details of Licensor's account manager responsible for the official main sponsor(s) in question.</p> <p>b) Licensee undertakes to grant the (maximum two) official main sponsor(s), a Right of First Negotiation and Last Refusal (as described in lit. (c) below) regarding the purchase of any Commercial Opportunities on a product category exclusivity basis in the commercial breaks taking place immediately prior, during and immediately after each of the Licensee's transmissions of each Game.</p> <p>c) Right of First Negotiation and Last Refusal as used in lit. (b) above shall mean that before offering Commercial Opportunities to any party and no later than three (3) months prior to the Competitions Licensee shall inform the official main sponsor(s) of</p>
--	--

	<p>the terms and conditions for the purchase of any Commercial Opportunities on a product category basis. Licensee shall negotiate exclusively with the official main sponsor(s) in good faith for a period of thirty (30) days after Licensee has given notice to the official main sponsor(s) regarding the terms and conditions of such acquisition.</p> <p>d) If any such official main sponsor and the Licensee fail to reach an agreement within this period, Licensee is free to negotiate and to contract with any third party for substantially the same Commercial Opportunities but not to contract with such third party on substantially more favourable terms than those initially offered to the official main sponsor(s), without giving the official main sponsor(s) a further fifteen (15) days in which to accept or reject the same.</p> <p>12. In relation to on-screen credits of Commercial Affiliates in conjunction with relevant statistical information, Licensee herewith acknowledge and accept the insertion into the Basic Feed of the following on-screen credits, which shall not be altered, deleted, obscured or interfered or otherwise manipulated by Licensee in any way whatsoever:</p> <table><tr><td>data sponsor</td><td>six (6) times five (5) seconds during each period of a Game;</td></tr><tr><td>timing sponsor</td><td>six (6) times five (5) seconds during each period of a Game;</td></tr><tr><td>replay sponsor</td><td>(5) seconds per replay; and</td></tr><tr><td>official website</td><td>six (6) times five (5) second</td></tr></table> <p>For the sake of clarity, nothing in this provision shall prevent Licensor from using relevant digital technology and inserting into the Basic Feed and/or any Additional Feed virtual advertising images which replace or complement on-site advertising at the Competition venue(s), subject to Applicable Law. Licensor shall inform Licensee in due course about the use of virtual advertising in order that Licensee may satisfy any relevant legal requirement to inform its intended audience about the insertion of virtual advertising in the Audio-visual Coverage.</p> <p>13. Licensee shall inform Licensor within six weeks after the final of each Competition in a form to be specified by Licensor of the date and time of its transmission of the Competitions, with reasonable information regarding of actual or estimated audience figures, details of advertisers and broadcast sponsors (including product categories) associated with such broadcasts/transmission, ratings (if available), additional coverage in other programmes, news, repeats and the like, in order that Licensor may monitor the Competition’s impact and popularity.</p>	data sponsor	six (6) times five (5) seconds during each period of a Game;	timing sponsor	six (6) times five (5) seconds during each period of a Game;	replay sponsor	(5) seconds per replay; and	official website	six (6) times five (5) second
data sponsor	six (6) times five (5) seconds during each period of a Game;								
timing sponsor	six (6) times five (5) seconds during each period of a Game;								
replay sponsor	(5) seconds per replay; and								
official website	six (6) times five (5) second								

	<p>14. Licensee agrees that Licensor controls together with the IIHF all aspects of the organisation, management and operation of each Competition. In case of alterations by the IIHF of the Competition format, the Parties shall amicably agree on an adjustment of this Agreement.</p> <p>15. Support Programming: Licensee shall, in full consultation with Licensor, develop, produce and transmit reasonable and relevant promotional trailers advertising and promoting its forthcoming transmissions, such trailers to be transmitted before and during the relevant Competition.</p> <p>16. Licensee shall use best efforts to advertise and promote any IIHF or any other digital media products by means of on-screen inserts and/or credits (of not less than sixty (60) seconds in duration and of a size to be determined by Licensor) during its transmissions of the Audiovisual Coverage during normal Game play (as distinct from extra time and penalty periods), subject to prevailing broadcast and sponsorship laws.</p> <p>17. Public Viewing Rights: With respect to the Public Viewing Rights, Licensee acknowledges and agrees that – in the event that a Competition takes place in the Territory – the arenas and the direct vicinity of thereof are excluded from such right of Licensee, and it is in the entire discretion of IIHF and/or its nominees to grant Public Viewing Rights to third parties for this area. Furthermore, Licensee undertakes not to exercise the Public Viewing Right by involving third parties within a commercialisation of such Public Viewing Rights (e.g. when third parties are embedded in a public viewing event by advertising/activation measures etc.) without granting the official main sponsor(s) of the Competition a right of first negotiation and last refusal, similar to the rights set forth in Special Condition 10 c) (the exact procedure and timelines to be notified by Licensor to Licensee duly in advance).</p> <p>18. In addition to Special Condition 10.5, Licensee shall inform Licensor as soon as practical but at least six (6) months before each Competition of all its Sub-Licensees including the designated channels, URL and Mobile Portal/App.</p> <p>19. Licensee's rights and obligations under this Agreement are always subject to Applicable Law.</p>
--	--

Terms

1. GRANT OF RIGHTS

- 1.1 Licensors hereby grants the Media Rights and Ancillary Right to Licensee for exploitation within the Territory during the Exploitation Period on the Designated Channel(s) only, subject to the terms and conditions set forth in this Agreement, including the Special Conditions (the "License").
- 1.2 For the purpose of exploiting the Media Rights, Licensors shall make available to Licensee in the manner set out herein the Basic Feed and (if applicable) any agreed Additional Feed. Licensee acknowledges and agrees that Licensors may, using relevant digital technology, insert into the Basic Feed and/or any Additional Feed virtual advertising images which replace or complement on-site advertising at the Event venue(s), subject to Applicable Law. Licensors shall inform Licensee in due course about the use of virtual advertising in order that Licensee may satisfy any relevant legal requirement to inform its intended audience about the insertion of virtual advertising in the Audio-visual Coverage.
- 1.3 Any and all rights and licenses not expressly granted to Licensee hereunder (including any Reserved Rights) are expressly and unconditionally excluded from the scope of this Agreement and are reserved to Licensors for its own unrestricted use, exploitation and benefit and Licensee shall not, and shall not authorise any person to, assert, represent or claim that they have any right, title or interest whatsoever to any of the same other than the limited License granted pursuant to this Agreement.
- 1.4 The Media Rights and specifically exclude all rights whatsoever to record, use and/or reproduce any still visual images (captured by means of cameras and other still image recording equipment) of any aspect of the Competition(s). This clause does not in any way prohibit Licensee from using and/or reproducing still visual images extracted from the Basic Feed or any Additional Feed as part of the exploitation of the Media Rights expressly permitted in this Agreement (for example for the purpose of producing Highlights), nor does it prohibit Licensee from using and/or reproducing such elements for the purposes of endorsing the Competition(s).
- 1.5 Subject to anything stated herein to the contrary and to the requirements of any Applicable Law, Licensors will not during the Exploitation Period use or exercise the Media Rights and Ancillary Right in the Territory by itself, nor shall it grant rights to any third party to do so. If any enquiries and/or offers relating to the use and/or exercise of the Media Rights and Ancillary Right (or any part thereof) in the Territory as licensed to the Licensee are made directly to Licensors, Licensors shall refer such enquiries and/or offers to Licensee. Notwithstanding the above, Licensee acknowledges that absolute territorial protection cannot be guaranteed and that any exclusivity awarded to it does not exclude the reception in the Territory of broadcasts of the Competition(s) originating in other territories if such reception is the direct result of incidental and unintentional overspill (including but not limited to any third party that licensed from Licensors Media Rights for transmission outside the Territory does not market, promote, advertise or produce any trailer, advertisement or promotion that expressly or impliedly represents that all or any of its transmissions of the Audio-visual Coverage (or any of the services or channels upon which it transmits any of the same) is available or capable of reception and/or viewing anywhere inside the Territory, nor authorise or permit any such actions) or any mandatory laws or regulations, including but not limited to laws permitting (i) the free circulation of devices (such as decoders) necessary to receive and view encrypted broadcasts, (ii) the unblocking or otherwise circumventing of geo-blocking technologies, or (iii) cable or any other transmissions or re-transmissions within the Territory of broadcasts originating outside the Territory. Furthermore, in cases where the use of software designed to circumvent geo-blocking technologies (for example by presenting misleading information about a user's actual geographic location) allows an

otherwise geo-blocked broadcast to be received in the Territory despite Licensor having taken reasonable action to prevent such receipt, Licensor shall not be deemed to be in breach of this Agreement with respect to exclusivity and Licensee acknowledges that the actions taken by Licensor to limit or prevent such access will not in every instance be effective.

- 1.6 Licensee has the right to directly enforce any of the Media Rights and Ancillary Right in the Territory (including claims for damages and/or profits) against any third party (the "**Third Party Infringer**") which makes any use of Media Rights or Ancillary Right in the Territory falling within the ambit of the License without the permission of Licensor. Prior to the initiation of any legal action to enforce any of the Media Rights or Ancillary Right pursuant to this clause, Licensee shall notify Licensor of its intent in reasonable detail and the Parties shall cooperate in good faith to negotiate an out-of-court settlement with the Third Party Infringer of the issue in dispute, it being understood though that Licensee may, at any time during such negotiations and, in case of urgency, even before starting the negotiation process, initiate legal action at its sole discretion. Pending litigation or arbitration proceedings, Licensee shall keep Licensor apprised of any relevant submissions and developments and it shall obey instructions received from Licensor to protect Licensor's and the IIHF's due interests in the Media Rights. However, Licensor shall not be obliged to enforce the Media Rights and Ancillary Right against Third Party Infringers, it being understood that Licensor shall support Licensee in any court or arbitral proceedings brought against Third Party Infringers within the limits of availability of staff and its own legal capacities.

2. TERRITORIAL RESTRICTIONS AND ENCRYPTION

- 2.1 Licensee shall use and exercise the rights granted under the License within the Territory and shall, subject to clauses 2.3 and 2.5, not in any way (without limitation):
- 2.1.1 exercise, or permit the exercise of, the License and any of the licensed Media Rights (or any part thereof) outside of the Territory; or
 - 2.1.2 authorise, or permit the distribution of, any transmission of the Audio-visual Coverage (or any part thereof) outside the Territory.
- 2.2 Licensee shall ensure that:
- 2.2.1 any transmissions by Satellite (including retransmissions by way of Satellite) of the Audio-visual Coverage (or any part thereof) are encrypted to the highest available standard so as to prevent such transmissions from being received and/or viewed by anybody other than bona fide subscribers of Licensee's services (whether that subscription is with Licensee directly or with a third party provider offering an authorised transmission of, amongst other things, Licensee's services by way of Satellite);
 - 2.2.2 any transmissions by Broadband Internet of the Audio-visual Coverage (or any part thereof) are securely geo-blocked so as to prevent such transmissions from being received and/or viewed outside of the Territory;
 - 2.2.3 any transmissions by Cable are not re-transmitted outside of the Territory by Licensee or on Licensee's behalf, except where any Applicable Law permits a third party to carry Licensee's services or where the official licensee(s) of the Competition(s) in the relevant other territory has expressly agreed in writing to such re-transmission, in both cases Licensor being fully notified of any such arrangement; and
 - 2.2.4 all necessary means commercially available at the relevant time (including geo-blocking, digital rights management, content protection devices and access control technologies) are employed to the extent permitted by law to ensure that its transmissions of the Audio-visual Coverage (or any part thereof) are not capable of

unauthorised reception or viewing outside of the Territory and for the purpose of preventing content piracy.

2.3 Notwithstanding the restrictions contained elsewhere in this clause 2:

2.3.1 if Licensee's Terrestrial transmissions of the Audio-visual Coverage (or any part thereof) may be received outside of the Territory, such overspill shall not constitute a breach of this Agreement provided always that such overspill is incidental and unintentional; and

2.3.2 in cases where the Territory subject to this Agreement is a member country of the European Union, then any transmissions of Licensee by Satellite that can be received or viewed in European Union member countries other than the Territory by bona fide subscribers of Licensee's services (whether that subscription is with Licensee directly or with a third party provider offering an authorised transmission of, amongst other things, Licensee's services by way of Satellite) using the requisite and legitimate reception and decoding equipment shall not constitute a breach of this Agreement provided, in both of the above cases, that the Licensee does not market, promote, advertise or produce any trailer, advertisement or promotion that expressly or impliedly represents that all or any of Licensee's transmissions of the Audio-visual Coverage (or any of the services or channels upon which it transmits any of the same) is available or capable of reception and/or viewing anywhere outside of the Territory, nor authorise or permit any such actions.

2.4 In circumstances where, in the reasonable opinion of Licensor, the extent of the transmissions by Satellite falling within the scope of clause 2.3.2 above is likely to substantially undermine the value of the broadcast rights to the Competition(s) in the relevant other European Union country then Licensor has the right (upon presentation of substantiating evidence) to organise a meeting at which good faith discussions will be conducted with the aim of resolving the concerns of Licensor. All remedies that may provide a solution satisfactory to Licensor shall be considered by the Parties, together with details regarding how any such remedies may be equitably implemented.

2.5 In respect of transmissions by Mobile, this clause shall not prevent Licensee from authorising the "roaming" reception in the Language outside the Territory by domestic subscribers of Licensee within the Territory provided always that Licensee shall not promote such reception or service outside the Territory. Licensee acknowledges and agrees that nothing in this Agreement shall prevent Licensor from authorising "roaming" reception of the Audio-visual Coverage of the Competition(s) over mobile telephony networks in the Territory by subscribers of mobile operators holding communications licenses outside the Territory.

2.6 Licensee shall, during the relevant Exploitation Period and upon request by Licensor, keep Licensor regularly informed in writing of the encryption, geo-blocking (if applicable) and digital rights management technologies and solutions generally employed by itself pursuant to the provisions of this Agreement. The technologies and solutions employed by Licensee for the purpose of complying with the provisions of this clause 2 shall, at a minimum, be consistent with prevailing international standards at all times during the relevant transmission.

2.7 Licensor shall have the right to suspend (pursuant to the provisions of clause 8.3) the grant of License if, at any time during the Exploitation Period, Licensor reasonably considers the technologies and/or solutions employed by Licensee at the relevant time to be out-dated or otherwise inadequate or ineffective for the purposes set out in this clause 2. Following any such suspension, the Licensee shall, at its own cost, ensure that any alternative encryption technologies and/or solutions that may be proposed by Licensor are forthwith employed and utilised.

3. OBLIGATIONS OF LICENSEE

Licensee shall:

- 3.1 not in any way alter, cut, delete, change or edit (including any form of electronic obliteration or modification to) the Basic Feed or (where applicable) any Additional Feed in any way whatsoever other than to:
 - 3.1.1 create permitted Highlights, if any;
 - 3.1.2 add subtitles in the Language in accordance with international broadcast standards;
 - 3.1.3 superimpose permitted graphics or factual information, in each case without any commercial elements whatsoever (including, for example, premium telephone numbers, SMS/MMS numbers or websites);
 - 3.1.4 superimpose its own customary channel identification logo, provided in all cases that such alteration or editing does not in any way (i) delete, alter or interfere with the content of the individual visual frames of the Basic Feed and/or Additional Feed, nor affect the integrity of the same in any way including, without limitation and by way of example only, by “shrinking” a Game’s playing area or including “crawler” or “ticker” messages or electronic/virtual enhancements (including, without limitation, virtual advertising boards) on screen during the Competition(s) other than where the same has been approved by Licensor in writing in advance; (ii) obscure or impair the viewing of the Competition(s), the advertising boards and/or on-screen graphics incorporated within the Basic Feed and/or Additional Feed or otherwise alter, change or modify any of the real time images depicted therein and originated on-site at the Competition(s); (iii) remove any credits, copyright notices or trade mark legends; or (iv) include any commercial or other identification other than as permitted by Licensor; and
 - 3.1.5 add its own Commentary;
- 3.2 other than as permitted by Licensor in the Special Conditions or otherwise in writing, not use or exploit, nor authorise the use or exploitation of, any still or moving visual images or audio sound contained in the Audio-visual Coverage (or any part thereof) or any other still or moving video images or audio sound of, or associated with, the Competition(s) including, without limitation, any still picture, graphical image or audio sound derived therefrom in any advertisement in any medium whatsoever marketing and/or promoting any goods and/or services, or as any form of express or implied endorsement of any products or services, by Licensor, by IIHF or by the Competition itself. Licensee is only entitled to use such elements for the sole purpose of promoting its broadcast(s) of the Competition(s);
- 3.3 other than as permitted by Licensor in the Special Conditions or otherwise in writing, ensure that no commercial or other identification of whatsoever nature (other than those of Commercial Affiliates) is associated with, or featured or incorporated in, any of its transmissions of the Audio-visual Coverage (or any part thereof) which may be considered to be a form of express or implied endorsement of any products or services, by Licensor, by the IIHF or by the Competition(s) itself, including opportunities with respect to broadcast sponsorship, commercial airtime, on-screen timing/replay graphic sponsorship and (in the case of Mobile and Broadband Internet transmissions) “in-skin” advertising (being advertising within the frame of the viewing software which displays the Audio-visual Coverage on a device but outside the Audio-visual Coverage itself);
- 3.4 ensure that the relevant Media Rights and Ancillary Right (including, without limitation, the transmission of the Audio-visual Coverage) are exercised in full compliance with all Applicable Laws including, without limitation, local laws relating to the television and radio coverage of designated events of major importance to society (if any);
- 3.5 ensure that no other than the official commercial breaks or other interruptions (e.g. power breaks) included in the international signal of the Game both determined by Licensor are

- inserted in its Live transmissions of the Audio-visual Coverage of the Competition(s) during live play;
- 3.6 ensure that the Minimum Transmission Requirements are satisfied in full;
 - 3.7 in respect of any and all third party music included in the Basic Feed and/or Additional Feeds (other than any “signature music” of the Competition(s) used in the Basic Feed and/or Additional Feed which Licensor shall ensure has been fully cleared and paid for), be solely responsible, at its own cost and expense, for paying any and all relevant performing rights or similar copyright collection society royalties and obtaining any specific permits, consents or clearances of any nature whatsoever. [However, Licensor shall ensure that any such third party music has been cleared by the relevant rights holder(s) for its inclusion in and synchronisation with the Audio-visual Coverage as provided to Licensee in the first instance and shall notify Licensee of the third party music that is to be so included];
 - 3.8 ensure that in exercising and enjoying the Media Rights and Ancillary Right it does not (i) undermine or prejudice the integrity of, or bring into disrepute the name, image or reputation of Licensor, IIHF and/or the Competition(s) (including any of the participants therein), or do anything which may detract from the good image of the sport of ice hockey, its management, administration, organisation or play, (ii) broadcast any content which may be defamatory, obscene, in contempt of court or otherwise derogatory, or (iii) permit the inclusion of any racially or religiously offensive or sexually explicit material; and
 - 3.9 use the full official title of the Competition (as prescribed by IIHF) in its transmission.

4. DELIVERY AND ACCESS

- 4.1 Licensor shall procure delivery of the relevant Audio-visual Coverage to Licensee as per the Schedule. The technical and delivery cost shall be borne by Licensee and is not included in the Licence Fee.
- 4.2 The technical, operational and editorial personnel (including commentators) of Licensee may upon request be provided with a reasonable number of accreditations for access to the respective Competition(s) venue and ancillary broadcast facilities and services for the sole purpose of enabling Licensee to exercise the Media Rights and to perform its obligations hereunder. Licensee agrees that the exercise of these access rights is subject to such other regulations and directives (including accreditation terms and conditions) as may be issued or established by, or on behalf of, the IIHF or Licensor from time to time and which are notified to Licensee.

5. INTELLECTUAL PROPERTY

- 5.1 Always subject to clause 1.6, all Intellectual Property that subsists in the Basic Feed, any Additional Feed and the Commentary (where included with the Basic Feed) shall be owned by IIHF and the Licensor for the full term of such Intellectual Property including all renewals, reversions and extensions thereof and thereafter in perpetuity.
- 5.2 All Intellectual Property that subsists in the Commentary where not included as part of the Basic Feed and produced by Licensee shall, upon creation thereof, be owned by Licensee and Licensor is hereby granted an irrevocable unconditional royalty-free licence to use the Commentary at its discretion. However, Licensee agrees that it shall not permit the exploitation of the Commentary in any manner which creates an unauthorized association between a product, service or entity and the Competition(s) or Licensor.
- 5.3 To the extent that Licensee owns any of the Intellectual Property in the Commentary, Licensor shall have the right (but no obligation), either in its own name or in the name of Licensee (as appropriate), to prevent third parties from broadcasting, distributing and/or making any other use of the Commentary or any parts and/or adaptations thereof in any country outside the Territory.

- 5.4 Nothing in this Agreement shall be construed as an assignment or transfer of ownership to Licensee of any Intellectual Property whatsoever owned by (or licensed by a third party to) IIHF and Licensors whether existing as at the commencement of this Agreement or which might be created or arise as a result of its performance.

6. CONSIDERATION

- 6.1 In consideration of the rights granted to Licensee hereunder, Licensee shall pay the License Fee to Licensors in accordance with the Payment Terms. Licensee agrees that time is of the essence with respect to its payment obligations hereunder.
- 6.2 All amounts payable by Licensee under this Agreement exclude potential value added tax or similar taxes on turnover due in whatever country. Licensors are obliged to issue a correct invoice adhering to all requirements for value added tax purposes in order to enable Licensee to claim a partial or full refund and/or deduction as input value added tax to the maximum amount possible according to applicable law. Licensee is obliged to advise Licensors of all applicable requirements which may need to be satisfied in order to benefit from a partial or full refund and/or deduction as input value added tax.
- 6.3 All amounts payable by Licensee under this Agreement are net of any further fiscal charges and shall be paid free and clear without deduction based on any currency control restrictions, import duties or any sales, use or other taxes.
- 6.4 Should there be a late payment of any sum due under this Agreement, Licensors shall be entitled to charge interest at the rate of five per cent (5%) above the base rate for the time being of the bank to which the sum in question is being remitted, on the amount of the delayed payment for the period of the delay, payable on demand. The payment of such interest shall be in addition to, and not in substitution for, any other rights or remedies available to Licensors under this Agreement or pursuant to any Applicable Law.
- 6.5 Payment of the License Fee cannot be suspended or delayed for any reason whatsoever. Should Licensee suspend or delay a payment for any reason, Licensors will be entitled to immediately suspend the grant of License to the Licensee (pursuant to its rights under clause 8.3 of this Agreement).

7. WARRANTIES AND LIABILITY

- 7.1 Each Party hereby warrants that: (i) it is fully entitled to enter into this Agreement and to perform all of its obligations hereunder and that it has not entered into and will not enter into any agreements inconsistent with the provisions hereof and (ii) it shall defend, indemnify and hold the other Party harmless from and against any claims, costs, demands, proceedings or damages (including attorneys' fees) arising out of any failure to comply with its obligations hereunder.
- 7.2 Each Party warrants to the other that it will at all times during the term of this Agreement comply with all applicable laws (including without limitation anti-bribery and anti-corruption laws such as the Foreign Corrupt Practices Act and the UK Bribery Act or laws pertaining to trade and financial sanctions including those administered by United Nations, European Union, United States or any other applicable sanctions laws) and that it will not use the funds to be provided under this Agreement for any activity which is prohibited under United Nations, European Union, United States or any other applicable sanctions laws or make available any funds received under this Agreement to any person, entity or body which is designated by the United Nations, European Union, United States or in any other applicable sanctions laws as the target of an asset freeze.
- 7.3 Licensors shall not be liable to Licensee for any indirect or consequential loss or damage, loss of profit, business or goodwill and the maximum aggregate liability of Licensors for any indemnity, loss or damage shall not exceed the License Fee. The foregoing exclusions and

limitations of liability shall apply to the extent permitted by any mandatory applicable law. Licensee shall not be liable to Licensor for any indirect or consequential loss or damage, loss of profit, business or goodwill and the maximum aggregate liability of Licensee for any indemnity, loss or damage shall not exceed the License Fee. The foregoing exclusions and limitations of liability shall apply to the extent permitted by any mandatory applicable law.

8. TERM AND TERMINATION

- 8.1 This Agreement shall commence upon signing and shall expire at the end of the Exploitation Period, unless previously terminated or otherwise extended pursuant to the terms hereof.
- 8.2 Both Parties have the right to terminate this Agreement with immediate effect by giving written notice to the other Party:
 - 8.2.1 if the other Party declares bankruptcy, becomes insolvent, enters into liquidation or composition proceedings with its creditors or ceases or threatens to cease to carry out its business operations; or
 - 8.2.2 if the other Party fails to observe or perform any of its material obligations hereunder and, where such breach is capable of remedy, does not remedy such failure after being called upon to do so by written notice either: (i) within ten (10) days if so called upon no later than thirty (30) days before the beginning of the respective Competition(s); or (ii) within twenty-four (24) hours of being so called upon thereafter.
- 8.3 Without prejudice to its rights and remedies set out elsewhere in this Agreement, Licensor may suspend (rather than terminate) the grant of License in whole or in part (whether on geographical terms or otherwise) immediately upon becoming aware that Licensee has committed a material breach of this Agreement. Such suspension may continue until the breach has been remedied to the satisfaction of Licensor.
- 8.4 Subject to clause 8.5, the expiration or termination of this Agreement shall be without prejudice to all accrued rights and remedies and shall not affect the continuing rights and obligations of the Parties under this Agreement.
- 8.5 On expiration or termination of this Agreement for any reason whatsoever, all licenses and rights granted to Licensee hereunder shall forthwith terminate and shall automatically revert to Licensor without further formality (subject to clause 9.18). Thereafter, Licensee shall not broadcast the Competition(s) or otherwise exercise any of the related rights hereunder. Upon such expiration or termination, Licensor may grant to others the rights and opportunities granted to Licensee hereunder.

9. MISCELLANEOUS

- 9.1 **Force Majeure:** Subject to Clauses 9.2 to 9.4 below, if a Party's contractual obligation (other than in respect of Licensee's payment of the License Fee) cannot be fulfilled or performed partly and/or in its entirety by reason of Force Majeure, then such non-performance or failure to fulfil its obligations shall not be deemed a breach of the terms hereof.
- 9.2 In the event of a **Cancellation**, the Parties shall be relieved of any obligation hereunder in respect of the Competition(s) in question and Licensor shall refund to Licensee any part of the License Fee which has been paid but not recouped as at the date of Cancellation, to the extent such an amount can be allocated to the Competition(s) in question (which amount the Parties shall agree in good faith).
- 9.3 In the event of an **Abandonment**, Licensee shall be liable to pay to Licensor a pro-rata payment (the amount of which the Parties shall agree in good faith) taking into account the duration of the actual broadcast of the Competition(s) in question prior to it being broken off and the amount of the License Fee due or already paid under this Agreement.

- 9.4 In the event of a **Postponement** or **Replay**, this Agreement shall apply in its entirety to the rescheduled Competition(s). In the event of a Postponement, no additional fee shall become payable to Licensor by Licensee in connection therewith and neither shall Licensee be entitled to any reduction and/or refund of the License Fee.
- 9.5 Any losses, damages, costs or expenses of any nature whatsoever suffered or incurred by Licensee in the event of a Cancellation, Abandonment, Postponement or Replay shall be at Licensee's own risk and shall be borne by Licensee.
- 9.6 **Confidentiality:** The Parties acknowledge that the contents, and in particular the financial details, of this Agreement are confidential and agree to take whatever measures are reasonably necessary to preserve such confidentiality, unless disclosure is required by law. The duties of the Parties hereunder shall survive the expiration or earlier termination of this Agreement.
- 9.7 **Assignment:** Licensee shall not, without the prior written consent of Licensor, assign, sub-license, transfer, charge or deal in any other manner with this Agreement or any rights or obligations under this Agreement, or sub-contract any or all of its obligations under this Agreement or purport to do any of the same.
- 9.8 **Exclusions:** Except as expressly set out in this Agreement, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the obligations of the Parties under this Agreement are excluded.
- 9.9 **Interpretation:** References to "include" and "including" are to be construed without limitation. Where the context requires, words denoting the singular shall include the plural and vice versa.
- 9.10 **Waiver:** Any waiver by either Party of a breach of any provision of this Agreement shall be in writing and shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. Failure by either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party of subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 9.11 **Remedies:** All remedies, rights, undertakings and obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of or prejudice any other remedy, right, undertaking or obligation of either Party.
- 9.12 **Independent Contractors:** This Agreement does not constitute either Party the agent of the other, or create a partnership, joint venture or similar relationship between the Parties, and neither Party shall have the power to (or hold itself out as having the power to) obligate or bind the other or to create a liability against the other in any manner or for any purpose whatsoever other than as expressly provided for herein. The Parties hereto shall act in all respects as independent contractors.
- 9.13 **Notices:** All notices, consents, approvals and statements hereunder shall be given in writing in the Czech or English language to the respective addresses of the Parties set out in the Schedule, unless notification of a change of address has been given in writing. Notices may be validly served by hand delivery or by prepaid recorded or special delivery post or prepaid international recorded airmail or e-mail.
- 9.14 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all previous understandings, negotiations and proposals as to such subject matter. Each Party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation, warranty or undertaking other than those expressly set out in this Agreement.
- 9.15 **Amendment:** This Agreement may not be altered, amended or modified except in writing signed by duly authorised representatives of the Parties.
- 9.16 **Severability:** Should any provision or part of a provision of this Agreement be invalid, ineffective or unenforceable, this shall not affect the validity or enforceability of the remainder of this Agreement or this Agreement as a whole. Invalid, ineffective or unenforceable provisions shall

be replaced by a valid provision in such a way as most closely approximates the commercial purpose of the provision thus replaced and the purpose of the Agreement as a whole.

- 9.17 **Conflicts:** In the event of conflicts amongst any of the provisions contained in this Agreement, the provisions set forth in the Schedule shall prevail over those set forth in the Terms.
- 9.18 **Further Assurance:** Licensee shall, at its own cost, do and execute or procure to be done and executed all necessary acts, deeds, documents and things reasonably within its power to give effect to this Agreement as may be requested by Licensor.
- 9.19 **Co-operation:** Licensor and the Licensee agree to liaise and co-operate fully with each other on all matters arising in connection with this Agreement.

10. DEFINITIONS

Abandonment means that the Competition(s) has/have been broken off while in progress and will not be restaged.

Additional Feed means any broadcast signal other than the Basic Feed which supplements and is produced in addition to the Basic Feed.

Agreement means this Media Rights Agreement, consisting of the Schedule and the Terms.

Ancillary Right shall have the meaning ascribed to it in the Schedule.

Applicable Law means all applicable laws, regulations, rules, codes of practice, guidelines or instructions issued or imposed by a body (including the organiser of the Competition(s)) with the authority to do so, including any regulations or guidelines governing broadcasting, the relationship between sporting entities and the media (in particular as to short-reporting and news access rights) as well as any directions or decisions of whatsoever nature issued by a relevant national or international governing body.

Audio-visual Coverage means the Basic Feed, Commentary and/or any Additional Feed (as may be applicable), or any part thereof.

Basic Feed means the live and continuous international broadcast quality moving image video signal of the Competition(s), complete with slow motion replays, graphics titles as selected by Licensor and which also integrates international broadcast quality ambient sound and audio (which may, where applicable, include a specific audio mix for exploitation by radio broadcasters), together with any Commentary that may be provided by Licensor, on a separate track as part of the host broadcast.

Betting Rights mean the right to transmit audio-visual material and/or audio-only content (i) by way of Broadband Internet and/or Mobile as part of a licensed online gambling/betting platform, subject to any restrictions Licensor may deem appropriate, such as in respect of screen size, limited image resolution and end-user registration processes, or (ii) using CCTV within licensed premises commonly known as betting shops, at which the audience is legally permitted to gamble on aspects of a Game.

Broadband Internet means of any telecommunications system which uses TCP/IP protocols and/or related protocols and bandwidth suitable for high quality, clear and continuous reception of moving sports images by means of the World Wide Web (expressly excluding IPTV).

Broadcast Basis means the basis upon which the Audio-visual Coverage can be exploited and the modes of doing so, as per the Schedule.

Cable means coaxial, fibre-optic or any other similar form of cable, or microwave dish systems (commonly known as MMDS or wireless cable), master antenna television systems (MATV) and/or satellite master antenna systems (SMATV), used for the transmission of audio-visual material and/or audio-only content.

Cancellation means that the Competition(s) does/do not take place and will not be restaged at all.

Closed Circuit Television Rights (CCTV) means the right to transmit Audio-visual Coverage by any Permitted Transmission Platform to a closed audience group confined to a limited area within the Territory in venues such as stadia, hotels, offices, construction sites, oil rigs, waterborne vessels, aircraft, buses, trains, armed services establishments, educational establishments and hospitals but excluding the transmission of Audio-visual Coverage on a channel programme service which is generally available

to be received in such premises, whether by way of bona fide commercial subscription arrangements entered into between the Licensee and the owners/ operators of such premises or otherwise.

Commentary means, in respect of the Competition(s), the contemporaneous verbal account and description of the Competition(s) in the Language, either produced by Licensor and incorporated on a separate track as part of the Basic Feed or produced by Licensee itself (as applicable).

Commercial Affiliate means any entity to which any sponsorship or similar marketing rights have been, or may be, assigned, licensed, sub-licensed or sub-contracted by, or on behalf of, Licensor in relation to the Competition(s).

Competition(s) shall have the meaning ascribed to it in the Schedule and shall be deemed to include any individual Game forming part of the Competition(s).

Data Rights means rights in statistical information and data arising during or from the playing of Games, including rights in related databases.

Designated Channel(s) means the television channel programme service, official website and/or official mobile portal/app (as applicable) of Licensee on which the relevant Audio-visual Coverage will be made available.

Exploitation Period shall have the meaning ascribed to it in the Schedule.

Fixed Media Rights means all rights to exhibit, exploit and/or distribute any audio-visual material and/or audio-only content, data and/or textual material of, and/or relating to, the Competition(s) (or any part thereof) by means of any magnetic, electronic or digital storage device, for example DVD or CD-ROM.

Force Majeure means any cause preventing either Party from performing any or all of its obligations which arises from, or is attributable to, acts, events, omissions or accidents beyond the reasonable control of the Party so prevented including, without limitation, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, epidemic, fire, national mourning, flood, storm and the like. Internal labour disputes experienced by Licensee shall not be considered as events of Force Majeure, neither shall lack of funds nor default or misconduct by any third party employed or engaged as an agent or independent contractor by the party claiming Force Majeure, unless caused by events or circumstances which are themselves Force Majeure.

Free means, in relation to the Transmission Platforms to which it is applied, that the audio-only or audio-visual service or channel (or package of services or channels) in question may be intelligibly received by recipients without any payment other than fees or taxes imposed by any state or local government (or agency thereof) for ownership of, or for general reception of, or access to, such service or channel (or package of services or channels).

Games mean any ice hockey game which forms part of any of the Competition.

Highlights means in respect of the Competition(s) (i) any edited and recorded still or moving image segment(s) or extract(s) of the Basic Feed and/or any Additional Feed, and (ii) any edited and recorded segment(s) or extract(s) of the Commentary.

IIHF means the International Ice Hockey Federation.

Intellectual Property means all copyrights and other intellectual property rights howsoever arising and in whatever media now known or hereafter devised, whether or not registered or capable of registration, including trademarks, service marks, trade names, registered designs, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world.

IPTV means an Internet Protocol based closed network television service whereby audio-visual moving images and/or audio-only content can ordinarily be received using a proprietary "set-top box" via an ADSL or equivalent co-axial or fibre-optic cable connection or "twisted pair wire", excluding (without limitation) Broadband Internet.

Language shall have the meaning ascribed to it in the Schedule, it being understood that any reference to Language relates to the language of the Commentary.

License shall have the meaning as set forth in clause 1.1 hereof.

Licensee means the party identified as such in the Schedule.

Licensor means the party identified as such in the Schedule.

Live means the transmission of the applicable Audio-visual Coverage in its entirety, in real time and contemporaneous with the Competition(s) taking place (subject to any minor delay occurring as a result of technical reasons acceptable to Licensor), and shall include the period commencing ten minutes prior to the tip-off of a Game and concluding five minutes after the final whistle.

Media Rights means the right to transmit Audio-visual Coverage of the Competition(s) using the Permitted Transmission Platforms on the applicable Broadcast Basis in the Language.

Minimum Transmission Requirements shall have the meaning ascribed to it in the Schedule.

Mobile means the networked infrastructure of a licensed mobile network operator which uses designated radio frequency spectrum for the digital transmission of audio-visual moving images and/or audio-only content intended for reception by subscribers of that operator's services predominantly (although not exclusively) using handheld or portable/mobile devices, commonly employing technologies such as Global System for Mobile Communications (GSM), Third Generation Mobile Telecommunications Technologies (including UMTS and HSDPA) and Digital Mobile Broadcasting (DMB).

Near-Live Clips means short excerpts (less than 10 seconds each) of a Game showing notable in-play incidents very shortly after (but no sooner than 30 seconds after) such incident occurred.

Party means either the Licensor or Licensee (as appropriate) and **Parties** means both Licensor and Licensee together.

Pay means, in relation to the media to which it is applied, that transmissions may only be intelligibly received by recipients on payment of a fee, subscription or other charge (other than fees or taxes imposed by any state or local government (or agency thereof) for ownership of, or for general reception of or access to, such service or channel (or package of services or channels)), but excluding any Pay-Per-View and Video-on-Demand service.

Pay-Per-View means transmissions in respect of which, (i) a charge or charges are levied on a per programme, per occasion, per day (or other period) or per package of programmes basis (which charge(s) shall be in addition to any subscription fees or charges paid by viewers/listeners in consideration for the right to view/listen to the particular service or channel of which the transmission forms part); and (ii) the time for each such transmission is designated by the provider of that transmission (and not by the viewer/listener).

Permitted Transmission Platforms means only those Transmission Platforms which may be used for the transmission of Audio-visual Coverage as set out in the Schedule. Use of any other Transmission Platforms in the exercise of the Media Rights in any manner whatsoever is not permitted.

Postponement means that the Competition(s) does/do not commence on the scheduled date or at the scheduled time but will be rescheduled.

Public Viewing Rights means the right to exhibit the Audio-visual Coverage on conventional television screens or giant screens at public locations/venues (whether indoors or outside) not primarily engaged in the business of exhibiting content such as the Audio-visual Coverage to the public.

Radio Rights means the right to transmit, in the Territory (or any part thereof) in the Language during the Exploitation Period using the Permitted Transmission Platforms, the specific audio mix for radio broadcasters provided as part of the Basic Feed together with the relevant Commentary and Highlights thereof on a Live, delayed and repeat basis as part of, and for inclusion in, any audio-only (radio) service or programme for reception in the Territory (or any part thereof).

Replay means that the Competition(s) has/have been broken off while in progress and will be re-scheduled.

Reserved Rights means, subject always to the other provisions of this Agreement, any rights identified as such and set out in the Special Conditions which are hereby expressly and unconditionally reserved to Licensor for its own unrestricted use, exploitation and benefit without any reference whatsoever to Licensee.

Satellite means a satellite system whereby a signal containing audio-visual moving images and/or audio-only content is initially transmitted to a satellite situated beyond the Earth's atmosphere and is

subsequently re-transmitted by transponders or similar devices for reception by a satellite dish and decoding at the place where a viewer may view such transmission.

Schedule means the table in the introductory part of this Agreement outlining the heads of terms of this Agreement and the Special Conditions which apply.

Terms mean the terms set forth in this Agreement, not being part of the Schedule.

Terrestrial means a system of fixed land-based transmission stations which transmit wireless telegraphy signals containing audio-visual moving images and/or audio-only content in analogue or digital format.

Territory shall have the meaning ascribed to it in the Schedule.

Third Party Infringer shall have the meaning as set forth in clause 1.6 hereof.

Transmission Platforms means all lawful media systems or platforms that are capable of being used for the legitimate transmission and reception of Audio-visual Coverage, whether known at the commencement of this Agreement or which may become known in the future, including Broadband Internet, Cable, IPTV, Mobile, Satellite and Terrestrial.

Video Game Rights means the right to create and exploit (through any means now existing or later devised) video games, electronic games and interactive media (including massive multi-player virtual universe online games, social network games and other online games) using any existing or future platforms, including PC-based, Mac-based, PlayStation, Xbox, Wii, iPod, iPhone (or any future generations of same), or CD-based machines, and including the use of delivery of games via Broadband Internet and wireless.

Video-on-Demand means any transmission of an audio-visual programme or package of audio-visual programmes in respect of which the time for each such transmission is designated by the viewer and not from a selection of viewing times scheduled by the provider of that transmission (whether or not a charge or charges are levied in respect of such transmission).

DODATEK č. 1

ke Smlouvě o poskytnutí práv

POSKYTOVATEL:**Pragosport, a.s.**

Na Ořechovce 579/6, 162 00 Praha 6,

Česká republika

IČ: 18628010

Česká republika

zapsaná v obchodním rejstříku u Městského soudu
v Praze, oddíl B., vložka 755jejímž jménem jedná pan Ing. Jaroslav Vacek, předseda
představenstva

Bankovní spojení: XXXXXX

(dále jen „poskytovatel“ nebo „Licensor“)

NABYVATEL:**Rozhlas a televízia Slovenska**

se sídlem Mlynská dolina, 845 45 Bratislava

Slovenská republika

DIČ: SK 2023 169973

jejímž jménem jedná Václav Mika, generální ředitel

bankovní spojení: XXXXXX

č.ú: XXXXXX

(dále jen „nabyvatel“ nebo „Licensee“)

Smluvní strany uzavřely dne 22.5.2015 smlouvu č. ZM00000342 „Smlouva o poskytnutí práv“ na 14 uvedených titulů.

Vzhledem k tomu, že nedošlo k potvrzení práv uvedených pod bodem 5/ MS UCI pro roky 2017 – 2020, nebudou tato práva předmětem smlouvy a poskytovatel tato práva nabyvateli nedodá. S ohledem na ustanovení bodu 2/ Ostatních ujednání, domluvily se smluvní strany na náhradním plnění, které je specifikováno níže v tomto dodatku a v jeho následných přílohách č. 1 a č.2 tvořících jeho nedílnou součástí.

Smluvní strany se dále dohodly upravit znění odstavce č. 3 Special Conditions přílohy č. 1:IIHF MS v ledním hokeji a tento uvedený odstavec bude platný v tomto uvedeném znění:

“ 3. Throughout the Exploitation Period, Licensor and/or its nominees shall, without any payment whatsoever to Licensee, be entitled to undertake on a free and/or pay basis Live and/or delayed transmissions of each Game on any kind of IIHF Web TV/YouTube channel or other digital platform always provided that the respective Game is not transmitted live by Licensee.”

Veškerá ostatní ujednání Smlouvy konkrétně nedotčená ustanoveními tohoto Dodatku zůstávají v platnosti beze změny.

TITUL (AKCE):	1/ ME ve volejbale mužů a žen 2017 2/ MS v alpském a klasickém lyžování (FIS Alpine and Nordic World Ski Championships) pro roky 2019 a 2021
POSKYTOVANÁ PRÁVA:	<p>poskytovatel prohlašuje, že je oprávněný poskytnout práva, která jsou předmětem této smlouvy včetně příloh tvořících její nedílnou součást. Poskytovatel poskytuje nabyvateli touto smlouvou televizní práva k výše popsaným akcím pro živé vysílání nebo vysílání ze záznamu na programech nabyvatele šířených terestricky, kabelově a satelitně a pro geo-blokované internetové a mobilní vysílání.</p> <p>Veškerá práva pro jednotlivé akce jsou specifikována a detailně popsána v jednotlivých přílohách vážících se k jednotlivým akcím. V případě kolize mezi tímto ustanovením a specifickými ustanoveními v jednotlivých přílohách, mají přednost ustanovení jednotlivých příloh.</p>
ÚZEMÍ:	Slovenská republika
JAZYK:	slovenština
ČAS, NA NĚŽ JSOU PRÁVA POSKYTOVÁNA:	viz specifikace v jednotlivých přílohách
TECHNICKÉ NÁKLADY:	informace o jednotlivých technických nákladech jsou uvedeny v daných přílohách jednotlivých akcí.

Nedílnou součástí této smlouvy jsou přílohy 1. (CEV EURO Volleyball 2017) a 2. (2019 and 2021 FIS Alpine and Nordic World Ski Championships).

Oficiálním jazykem této smlouvy je čeština. Oficiálním jazykem jednotlivých příloh, které tvoří nedílnou součást této smlouvy, je angličtina.

Platnost této smlouvy nastává dnem podpisu v pořadí druhou ze smluvních stran. Účinnost této smlouvy nastává dnem následujícím po dni zveřejnění této smlouvy v Centrálním registru smluv Úřadu Vlády Slovenské republiky.

V Praze dne.....

V Bratislavě dne

Poskytovatel

Nabyvatel

.....

Pragosport, a.s.

.....

RTVS