

## RIGHTS AGREEMENT

**THIS AGREEMENT** is made **BETWEEN**:

- (1) BCCI CLT20 of The Board of Control for Cricket in India, Cricket Centre, Wankhede Stadium, Mumbai 400 020, India (*Newco*); and
- (2) ESPN STAR Sports whose principal place of business is at 151 Lorong Chuan, #03-01 New Tech Park, Singapore 556741 (the *Company*, which expression shall include the successors and permitted assigns of the Company).

### **WHEREAS:**

- (A) In response to the Tender Document (as defined below) the Company submitted a bid and subsequently secured the Rights (as defined below).
- (B) As part of the conditions set out in the Tender Document, Newco wishes to grant and the Company wishes to acquire the Rights.

**WHEREBY IT IS AGREED** as follows:

### **1. Definitions**

The following words and expressions shall have the following meanings unless the context requires otherwise:

**Audio Feed** means an audio only feed with ambient sound from the Venue to which commentary may be added;

**Archive Rights** means the exclusive right to market and sell clips of Footage to any person for the purposes of inclusion of the same within any advertising or commercial, any compilation or other programme for distribution and/or exhibition on or by means of any media subject to the terms of this Agreement;

**Audio Rights** means the right to transmit and deliver by means of Radio Delivery and any simulcast of such transmissions by any Permitted Delivery System, the Audio Feed and/or Unilateral Commentary during the Term throughout the world, as part of, and for inclusion in, any audio-only services or programmes;

**Brand Guidelines** means those regulations, restrictions and limitations issued from time to time by, or on behalf of Newco relating to the use and reproduction of the official titles, trade marks and logos of the Champions League Twenty20 Tournament, any Match, any Team, and such other persons as may be specified by Newco;

**Broadcaster** means any company or entity that exploits any Media Rights by way of Television Delivery;

**Broadcaster Guidelines** means those regulations, restrictions and limitations issued from time to time by, or on behalf of, Newco relating to production, distribution and transmission of Footage (including the imposition of any on-screen graphics, adverts or commercial or sponsored features) and/or the marketing, promotion or advertising of Footage, any Match and/or the use of any imagery, representation or likeness of any Player, manager, coach or official of any Team or any Intellectual Property Rights of any Team;

**Business day** shall mean any day (other than a Saturday or Sunday) on which banks are generally open for business in Mumbai;

**Champions League Twenty20 Tournament** shall mean the Twenty20 cricket competition between the winners and runners-up of the Indian Premier League and the Cricket Australia and Cricket South Africa domestic Twenty20 competitions together with the winners and (where appropriate) runners-up of equivalent Twenty20 cricket competitions which are staged in other ICC Member s countries that are invited by the CLT20 Governing Council to participate in the Champions League Twenty20 Tournament, which is proposed shall be staged in each year of the Term during the September-October period (as determined by the CLT20 Governing Council);

**Champions League Twenty20 Tournament Marks** shall mean the trade marks, trade names, logos and designs and the pending trade marks relating to the Champions League Twenty20 Tournament details of which at the date of this Agreement are set out in Schedule 1 and all other trade marks, trade names, logos, symbols, emblems, insignia or slogans or other matters in the nature of intellectual property rights of any kind including copyright used by Newco from time to time in connection with the Champions League Twenty20 Tournament;

**Change of Control, Control, Controller and Controlled** shall each have the meaning in Clause 12.7;

**Company Marks** shall mean all trade marks, trade names, logos and designs which relate to the Company;

**Excluded Rights** shall mean the rights retained by Newco pursuant to clause 7.7;

**Feed** means the live and continuous international broadcast quality moving image video signal of each Match (including any opening or closing ceremony) incorporating slow motion replays, titles and any graphics selected by, or on behalf of, Newco, with international commentary in English, and with integrated international ambient sound and audio on a separate track;

**Film Rights** means all rights create, produce and/or transmit (in any media whatsoever) any full-length feature film (whether in documentary-style, purely fictional or otherwise) based on, and/inspired by, Newco, the Champions League Twenty20 Tournament or any Match;

**Fixed Media Rights** means all rights to exhibit, exploit and/or distribute an audio-only, still or moving visual-only or audiovisual material, data and/or textual material (including the Feed, Unilateral Coverage) of, and/or relating to, any Match and/or the Champions League Twenty20 Tournament (or any part thereof) by means of any magnetic, electronic or digital storage devices including, without limitation, DVDs, HDVD, VHS cassettes, CD-Roms, datacards, PSPs and laser discs;

**Footage** means all live signals (including the Feed), programme feeds, moving images or recorded footage of any Match which are produced or created by or with the authority of Newco;

**Free** means any unencrypted television service or channel (or package of services or channels) which may be viewed by all recipients without any payment other than fees or taxes imposed by any state or local government (or agency thereof) for ownership of a Television Set or for general reception of, or access to, such service or channel (or package of services or channels);

**Graphics Package** means any graphics inserted into the Feed by or on behalf of Newco;

**Group** shall mean the ultimate parent company (or any other entity) from time to time of the Company and any company, undertaking or other entity which is controlled by such parent company (or other entity) whether by shareholding (or the holding of any equivalent or similar such securities), board control, agreement or otherwise and **Group Company** shall be construed accordingly; Champions League Twenty20 Tournament Rights Agreement 3

**Gate Rights** shall mean right to receive the revenue generated from the sale of tickets to any Match subject to the rights of Newco set out in Schedule 3;

**Highlights** means any edited recorded segment(s) or extract(s) (whether still or moving) of any Match;

**Hospitality Rights** shall mean the right to sell and supply hospitality at any Match subject to the rights of Newco set out in Schedule 3;

**Host Broadcaster** means the entity required to produce any Feed by or on behalf of Newco;

**ICC** shall mean The International Cricket Council;

**Inflight/On-board Rights** all rights to transmit, deliver and/or exhibit, by means of any media whatsoever, any audio-only, still or moving visual-only or audiovisual material relating to any Match or the Champions League Twenty20 Tournament (including, the Feed), whether on a live basis or otherwise, for reception and/or exhibition by means of any in-flight or on-board entertainment system aboard any aircraft, ship, train or other form of transport anywhere in the world; and all rights to exploit any and all commercial opportunities (including, for example, broadcast sponsorship and commercial airtime opportunities) arising from, and/or in connection with, each such transmission and exhibition;

**Insolvency Event** shall have the meaning in Clause 12.6;

**Intellectual Property Rights** means all copyright and other intellectual property rights howsoever arising (and including in respect of whatever media now known or hereafter devised), whether or not registered or capable of registration, including trade marks, service marks, trade names, design right, registered designs, domain names and any applications for the protection or registration of such rights and all renewals and extensions throughout the world;

**IPL** means the Indian Premier League;

**Interactive Service** means the provision of services to viewers in the course of viewing a transmission or exhibition of any Match or Permitted Programming to enable such viewers to (i) access on demand data and/or information in textual form regarding the competitions and/or the Matches and/or the Teams and/or the players taking part in the Match(es); or (ii) place orders for an/or carry out any revenue generating activity including the sale, licensing or supply of goods and/or services, the provision of games, polling or voting mechanisms, the sale or supply of services, merchandise and/or ticketing and any other game, competition or similar product or service and/or the use of premium rate telephone services, during a transmission; or (iii) access on demand and/or select from a range of viewing options an enhanced or specific viewing experience or any other forms of enhancements developed from time to time;

**Internet Delivery** means the delivery or provision of access to audio and/or visual material for reception and viewing in an intelligible form using the Internet by means of either: (a) IPTV delivery systems (on a VOD or linear basis); or (b) a website that is owned and controlled by Licensee and which is accessible by the general public within the Territory via a URL and IP address (on a VOD or linear basis), but excluding Television Delivery and Mobile Delivery;

**Laws** means any international, national, federal, state, provincial or local statute, law, ordinance, rule, administrative interpretation, regulations, order or decree or any other requirement of any governmental authority;

**Laws of Cricket** means the Laws of Cricket (2000 Code: 2nd Edition 2003) or such further revisions thereof as may come into force from time to time under an ICC Regulation or as adopted by the Marylebone Cricket Club and as varied by the ICC Standard Twenty20 International Match Playing Conditions, 1 October 2007 version (as amended);

**Legal Requirements** shall mean all laws, statutes, rules, regulations, permits, licences, authorisations, directions and requirements of any government or regulatory authority that may at any time be applicable to this Agreement, the Company, the Champions League Twenty20 Tournament, the Teams, the Company's legal capability to stage the Champions League Twenty20 Tournament in the Territory and the operation thereof, including without limitation in relation to the Company's legal constitution, articles of association, intellectual property rights, employees, building, health, safety and environmental matters;

**Licensee** means any entity granted a licence by the Company to exploit any of the Media Rights for exercise in any territory pursuant to this Agreement;

**Licensing Rights** shall mean right to sell merchandise bearing the Champions League Twenty20 Tournament Marks, subject to the rights of Newco set out in Schedule 3;

**Live Feed Insertions** means the insertion of statistics, Champions League Twenty20 Tournament logos and features in the Feed by or on behalf of Newco as permitted by this Agreement;

**Match** shall mean any match forming part of the Champions League Twenty20 Tournament in any year;

**Match Official** shall mean any person appointed by or on behalf of Newco to act in any official capacity in relation to any Match including without limitation umpires (including the third umpire), Match referees, scorers and any person involved in anti-doping testing);

**Match Staging Regulations** means the regulations relating to the staging of Matches which has or shall be provided by Newco to the Company (as the same may be amended from time to time);

**Media Rights** shall mean the right to broadcast or otherwise distribute audio-visual, visual or audio coverage of any Match (whether on a live or delayed basis and whether of all or any part of such Match) by way of Television and Internet Rights, Audio Rights or Mobile Rights and, for the avoidance of doubt, shall exclude the Excluded Rights and the Retained Rights and shall be subject to the conditions set out in further detail in clauses 6 to 8 of this Agreement;

**Mobile Broadcast Technology** means each wireless standard or technology for the broadcast of audiovisual images to Mobile Devices including DVB-H, DAB, DMB-T, DMB-S ISDB-T and Qualcomm's MediaFlo technology;

**Mobile Device** means any handheld portable personal device (whether now or hereafter developed) which is primarily designed or adapted to be capable of being used while in motion and which when connected to a mobile communications network uses Mobile Communications Technology in order to send and receive voice and data (including without limitation audio and audiovisual content);

**Mobile Communications Technology** means any mobile wireless communications technologies with radio frequency spectrum in any band to enable or facilitate the delivery of, amongst other things, audiovisual content to Mobile Devices for reception and viewing in intelligible form including, without limitation, General Packet Radio Services (GPRS), Global System for Mobile Communications (GSM), Universal Mobile Telecommunications System (UMTS) and any similar, related or derivative technology now known or devised or invented in the future;

**Mobile Rights** means the right to deliver or provide access to the Feed or any Footage throughout the world and during the Term, for reception and viewing in an intelligible form on a Mobile Device where the communication link(s) used in such delivery comprises, at least in part, Mobile Communications Technology and/or Mobile Broadcast Technology but excluding Television Delivery and Internet Delivery;

**Official Sponsorship Rights** shall mean any sponsorship rights (subject to the rights of Newco set out in Schedule 3) that are granted by the Company, in respect of the Champions League Twenty20 Tournament, to a maximum of six (6) commercial partners in a total of six (6) product/service categories, solely for the Term of the relevant official sponsor agreement and **Official Sponsor** shall mean any one (1) of the then-six (6) commercial partners who have been granted by the Company any Official Sponsorship Rights, it being understood and agreed that Official Sponsorship Rights shall not include any right to use the attributes of Players (including their images or names or likeness) or the right to appearances by Players, unless otherwise agreed by those Players or except as otherwise provided in this Agreement;

**Operational Rules** shall mean the rules adopted by Newco as the operational rules in respect of the Champions League Twenty20 Tournament (as the same may be amended from time to time);

**Owner** shall mean any person or persons who is or are the ultimate Controller of the Company;

**Pay** means any television service or channel (or package of services or channels) which may only be viewed by recipients on payment of a fee or other charge (other than fees or taxes imposed by any state or local government (or agency thereof) for ownership of a Television Set for general reception of, or access to, such service or channel (or package of series or channels), but excluding any Pay-Per-View and Video-On-Demand services;

**Pay-Per-View** means any transmission of a programme or package of television programmes in respect of which, (i) a charge or charges are levied on a per programme, per occasion, per day (or other period) per viewer or per package of programmes basis (which charge(s) shall be in addition to any subscription fees or charges paid by viewers in consideration for the right to view 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);

**Permitted Delivery System** means any form of Television Delivery, Internet Delivery, Radio Delivery or Mobile Delivery;

**Permitted Programming** means programming containing Footage;

**Player(s)** shall mean each and all of the players who comprise the Squads from time to time;

**Public Exhibition Rights** means all rights to transmit, by means of any media whatsoever, any audioonly, still or moving visual-only or audiovisual material, data and/or textual material (including the Feed) of, and/or relating to, any of the Matches (or any part thereof) for exhibition to an audience by means of any Television Set and/or conventional home and personal radio receiver located anywhere in cinemas, stadia, construction sites, oil rigs, water borne vessels, buses, trains, armed services establishments, educational establishments, hospitals and any other place other than a private dwelling, hotels, bars, restaurants and offices; and all rights to exploit any and all commercial opportunities (including, for example, entrance fees, sponsorship merchandising, broadcast sponsorship and supplier opportunities) arising from, and/or in connection with, the transmission and/or exhibition of such material;

**Radio Delivery** means the transmission of audio only content in analogue or digital form by means of wireless telegraphy, including radio transmission in the FM and AM frequency bands and satellite radio;

**Regulations** shall mean together the Operational Rules and the Match Staging Regulations;

**Retained Rights** means those rights which are retained by Newco notwithstanding any exclusive Rights granted to any Licensee, as further particularised in clauses 7 and 8 of this Agreement;

**Retained Ticketing Rights** shall mean the rights retained by Newco as set out in Schedule 3;

**Rights** shall mean all rights (subject to the rights of Newco set out in Schedule 3) relating to the Champions League Twenty20 Tournament which (as provided below) exist from time to time and which on signature of this Agreement comprise the Media Rights, the Umpire Sponsorship Rights, the Title Sponsorship Rights, the Official Sponsorship Rights, the right to sell Stadium Advertising (in accordance with Newco directions as to available signage at each Stadium), the Licensing Rights, the Hospitality Rights and the Gate Rights (but for the avoidance of doubt the right to use the Champions League Twenty20 Tournament is licensed to the Company under Clause 11.1);

**Rights Fee** shall have the meaning in Clause 5;

**Shareholders** means the shareholders of Newco;

**Squad** shall mean each group of players from whom the Teams are selected;

**Stadium** shall mean any venue at which Matches shall be staged;

**Stadium Advertising** shall mean any advertising or branding of any kind which may appear within any Stadium during the day(s) on which any Match occurs there whether by way of perimeter advertising (electronic or otherwise), reasonable and appropriate virtual advertising or otherwise, as notified to Company by Newco from time to time as being available at each Stadium in accordance with this Agreement;

**Team** shall mean the team of Players taking part in any Match;

**Television and Internet Rights** shall mean the right to transmit, broadcast, deliver and/or exhibit the Feed and any Unilateral Coverage during the Term, by means of Television Delivery and/or Internet Delivery for reception and exhibition on Television Sets only and in the languages only throughout the world;

**Television Delivery** means the delivery of audiovisual material for reception and viewing in an intelligible form by means of satellite DTH television, cable television, or analogue or digital terrestrial but excluding Internet Delivery and Mobile Delivery;

**Television Set** means any television set, personal computer or laptop, or similar fixed or portable monitor, and including any television receiver, whether handheld or installed in a vehicle, which does not have, and operates and functions independently of any device with, any built-in telephony or other two-way communications capability;

**Tender Document** shall mean the document entitled Invitation To Tender For All Commercial Rights Relating To The Champions League Twenty20 Tournament issued by Newco pursuant to which Newco sought offers from third parties to acquire the Rights;

**Term** shall have the meaning in Clause 3.1;

**Territory** shall mean worldwide; Champions League Twenty20 Tournament Rights Agreement 7

**Title Sponsorship Rights** shall mean the rights to be granted to a title sponsor of the Champions League Twenty20 Tournament subject to the rights of Newco set out in Schedule 3;

**Umpire Sponsorship Rights** shall mean the rights to be granted in respect of the sponsors of the umpires and other officials at Matches subject to the rights of Newco set out in Schedule 3 and all regulations prescribed under the Brand Guidelines enacted by Newco;