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SUBLICENSING RULES RELATING TO THE EXPLOITATION OF EUROVISION RIGHTS ON PAY-TV CHANNELS

The following rules shall apply when rights acquired under a Eurovision agreement are to be exploited on a Member's own pay-TV channel.

- (i) If a Member intends to use rights acquired under a Eurovision agreement on its own pay-TV channel (pay-per-view, pay-per-channel or, subject to (v) below, a channel which is part of a digital bouquet or of a basic cable package), it shall offer competing pay-TV channels in the same pay-TV category and in the same country the possibility to do the same.

"To do the same" means

- **identical embargo**, if any, to that applying to the Member's own pay-TV channel

- **identical competitions** to those presented on the Member's own pay-TV channel (e.g. eliminatory round matches, mixed-doubles tournament, everything up to the quarter-finals, etc.). Where the Member presents a mix of competitions which take place simultaneously, or at least partially overlap in time, the non-Member may choose to present its own mix, unless instead it prefers to cover the entirety of one given competition

or

- **comparable/equivalent competitions** to those presented on the Member's own pay-TV channel (e.g. of ten matches available for presentation on a pay-TV channel, the Member would retain five matches for its own channel and offer five equivalent matches to the competing pay-TV channel). If the non-Member is not satisfied that "equivalence" has been given, it shall be entitled to demand the rights for identical competitions.

- **identical volume of broadcast time** as that offered on the Member's own pay-TV channel (e.g. a maximum of two hours per day).

- (ii) The Member remains free to offer the non-Member more favourable conditions.
- (iii) The fee to be paid by the non-Member shall fairly reflect the terms on which the rights were obtained by the Member, taking into account, in particular, the costs for the trustee monitoring system, the complementary nature of the rights, the volume and timing of the broadcast and which of the three pay-TV categories referred to in (i) above the channel operates in, as well as the number of its subscribers and the amount of its monthly subscription or per-view fee.

The same pricing policy shall apply where a Member grants a non-Member the right of pay-TV coverage, without itself exercising that right.

In case of a dispute over the fee, the matter shall be submitted to arbitration, in accordance with Clause 7 of the Sublicensing Rules for Eurovision Sports Programmes.

- (iv) The Member shall announce any possibilities under the foregoing paragraphs for non-Members' pay-TV channels sufficiently in advance of the event in accordance with the procedure and deadlines set out in Clause 8 of the Sublicensing Rules for Eurovision Sports Programmes.
- (v) Channels which are part of a digital bouquet (basic package) or a basic cable package are not subject to the foregoing rules if the same programme service is simultaneously broadcast, in analogue or digital mode, for free-to-air reception in the same country.

In the case of a pan-European sports channel, the same shall apply where the service is broadcast, with at least one sound commentary in one of the major European languages, for free-to-air reception throughout the European Broadcasting Area, and where for the convenience of the respective local audience the same service is simultaneously made available as part of a digital bouquet or a basic cable package with a local sound commentary.
