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Annexe 2
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CONFIDENTIAL

**COMMITMENTS APPLYING TO EUROVISION SPORTS PROGRAMMES
(BINDING ON THE EBU AND ITS MEMBERS WITHIN THE EEA)**

(entry into force: 17 March 2005)

1. NEW MEDIA

1.1 The EBU shall acquire only non-exclusive rights for use on new media platforms.

However, once there are indications that in a given country a significant competitive constraint will exist with regard to a given new media platform by the time an event takes place, upon request by the EBU or the Member(s) concerned a review will be undertaken for the country in question by the Commission under Article 9(2) of Council Regulation 1/2003 or by the national competition authority. If the existence of a significant competitive constraint is confirmed, the EBU may thenceforth acquire exclusive new media rights for the country and the new media platform(s) in question.

1.2 Where a rightsholder invites offers for exclusive rights for use on new media platforms, the EBU may acquire such rights. Nevertheless, except where a significant competitive constraint has been confirmed in conformity with 1.1, second paragraph, above, Members may use such rights only on a non-exclusive basis and they shall offer them for sublicensing on fair, transparent and non-discriminatory terms, in a manner which allows at least one non-Member per new media platform to have full and unrestricted parallel access to the rights.

1.3 Where a Member is entitled to exploit rights for the use on new media platforms on an exclusive basis, but where it does not fully exploit such rights, it shall, in case of general events at least 12 months before the beginning of the event and in case of special events at least 24 months before the beginning of the event, offer any unused rights for sublicensing by at least one non-Member or, if it prefers, return such rights to the seller. If such rights are acquired after the above deadlines, they shall be offered for sublicensing or returned to the seller no later than six weeks after being acquired. Special sublicensing conditions, adapted to the particular

nature of the new media platform in question, shall be agreed with the Commission or the national competition authority at the time when the significant competitive constraint is established.

- 1.4 Simulcasting via a new media platform is outside the scope of 1.1 to 1.3 above and shall in particular not count as "use" for the purposes of 1.3 above.
- 1.5 Where a Member's channel is relayed simultaneously, completely and in unchanged form via a given new media platform, the Member shall not be entitled to exclude or restrict the relay of Eurovision sports programming contained in its channel.

2. PAY-TV

Where the EBU acquires exclusive pay-TV rights, the EBU Sublicensing Rules for Eurovision Sport Programmes shall apply (Annexe 1).

In addition, where a Member exploits the rights acquired under a Eurovision agreement on its own pay-TV channel, the attached Sublicensing Rules relating to the exploitation of Eurovision rights on pay-TV channels shall apply (Annexe 2) .

3. DURATION OF FUTURE AGREEMENTS

- 3.1 Events taking place at intervals of two or more years:

The Eurovision agreement shall not cover more than two such events. As regards the Olympic Games, this may be two Summer Games, two Winter Games, or one combination of the two.

- 3.2 Events recurring on an annual basis:

The Eurovision agreement may not cover more than three consecutive events, unless such events are not among the five most popular events in any Eurovision country. In such latter cases, the Eurovision agreement may cover five consecutive events.

- 3.3 Series of events spread out over a whole season:

The Eurovision agreement may not cover more than three consecutive seasons, unless such series are not among the five most popular series of events in any Eurovision country. In such latter cases, the Eurovision agreement may cover five consecutive seasons.

- 3.4 The foregoing limitations shall not apply where a rightsholder, in open bidding, invites offers for a longer duration.

4. SUBLICENSING SCHEMES

The EBU shall apply the attached EBU Sublicensing Rules (Annexes 1 and 2).

The Rules contained in Annexe 1 shall also apply with regard to existing agreements, except where this is not possible owing to binding contractual commitments or commercial arrangements made before 17 March 2005. This latter reservation shall in no circumstances apply to the case of unused live rights.

The Rules relating to the exploitation of Eurovision rights on pay-TV channels (Annexe 2) shall also apply with regard to existing agreements.

5. TRUSTEE MONITORING OF SUBLICENSING

A trustee system aimed at monitoring the correct application of the Sublicensing Rules (Annexes 1 and 2) and the implementation of any other sublicensing obligation by the EBU and its Members shall be set up on the basis of the attached Trustee Mandate (Annexe 3).

6. TWO OR MORE MEMBERS PER COUNTRY

Where two or more Members from the same country participate in a Eurovision agreement for a *special* event, they shall agree among themselves in advance on programme scheduling which avoids two or more of them broadcasting live the same competition at the same time. Special rules apply in this regard to the United Kingdom with respect to the semi-finals and the finals of the European Football Championship and of the Football World Cup.

7. PAN-EUROPEAN SPORTS CHANNELS

Where the EBU offers sublicences for live transmission to a pan-European sports channel, it shall offer them at arm's length to all other such channels, so as to give each of them a fair and equal chance to acquire them.

The foregoing shall also apply in favour of projective pan-European sports channels, i.e. channels which are set to achieve the criteria of a pan-European channel as defined below. However, if three years after the beginning of the operation such channels still do not comply with the criteria set out below, then from then on the advantage generated by the foregoing clause shall automatically discontinue.

Any use of Eurovision sports rights by a pan-European sports channel shall not have an impact on individual Members' obligation to offer sublicences in accordance with the attached Sublicensing Rules (Annexes 1 and 2) to national channels, including, where existing, national windows included in pan-European sports channels.

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

Eurosport may remain a member of Eurovision/Sport until 31 December 2007. Thereafter, it shall automatically cease to be a member of Eurovision/Sport three months following another pan-European sports channel actually coming into existence, after which point the participation of Eurosport or its representatives, directly or indirectly, in the Eurovision joint rights acquisition mechanism shall be terminated. It shall be for the trustee appointed by the EBU to determine the exact date in question.

3 Annexes