



VIVO Indian Premier League 2018

Brand & Content Protection Guidelines

Public Advisory Document

These Brand and Content Protection Guidelines provide guidance on acceptable and sanctioned use of proprietary content and intellectual property rights owned by the Indian Premier League in relation to the Indian Premier League 2018 to be staged in India. A copy of these guidelines is also available on the IPL's official website at: <http://www.iplt20.com>.

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Introduction

These Indian Premier League 2018 Brand and Content Protection Guidelines (“**Guidelines**”) are issued by the Indian Premier League (“**IPL**”), a sub-committee of the Board of Control for Cricket in India (“**BCCI**”) and provide guidance on appropriate and acceptable commercial and non-commercial utilisation by third parties of the proprietary names (“**IPL Names**”), proprietary marks and trophy image (together, the “**IPL Marks**”) and audio-visual representations of Indian Premier League match play in all media (“**IPL Footage**”) relating to the IPL. These guidelines shall apply to activities by third parties on a worldwide basis, including India.

For the purposes of these Guidelines, the IPL Names, IPL Marks and IPL Footage and others by whatever name called or described related to or arising out of IPL without any limitation and as detailed, amongst others, together constitute the “**IPL IPR**”.

The value of the IPL IPR and their appropriate and acceptable use and protection thereof are critical to the success of the IPL. The Frequently Asked Questions below provide an overview of why the IPL must and will protect its brand, what the IPL’s legal rights are, and what third parties should and should not do in relation to the IPL IPR.



Frequently Asked Questions

? Why protect the IPL brand?

Any world class event such as the IPL is only made possible through the commercial participation and support of sponsors, partners, licensees and broadcasters, that are each granted certain exclusive rights and privileges by the IPL in consideration for their support. As a result, it is vital that all IPL IPR are protected and managed by the IPL. If anyone could use the IPL IPR for free, or could create or suggest an association with the IPL, there would be no incentive for sponsors, partners or broadcasters to invest in or support the IPL and, ultimately, the amount of financial distributions that the IPL would be able to make across its franchises and across its membership base for investment in the sport of cricket towards development of infrastructure, support of retired cricketers and match officials and development of the game at all levels would be damaged immeasurably. The IPL must prevent unlicensed third parties from undertaking unauthorised activities that damage or dilute the IPL’s exclusive rights and those of its sponsors, partners and broadcasters. Also, in order to maintain the integrity of the IPL brand and to protect against dilution and damage to its reputation and prestige, it is vital that the IPL retains careful control of IPL IPR and their uses.



What constitutes the “IPL IPR”?

All of the official names, phrases, trademarks, trade names, logos, trophy image and designs related to the IPL are protected by the law in a variety of ways. The following are some of the current items that make up the IPL Names and IPL Marks:

IPL Names	<ul style="list-style-type: none">✓ Indian Premier League✓ IPL✓ IPL T20✓ IPL Twenty20✓ VIVO Indian Premier League✓ VIVO IPL
IPL Names from previous editions of the IPL	<ul style="list-style-type: none">✓ DLF Indian Premier League✓ DLF IPL✓ Pepsi Indian Premier League✓ Pepsi IPL
IPL Marks	
IPL Marks from previous editions of the IPL	

	 
<p>IPL Trophy (including previous editions of the IPL)</p>	  
<p>IPL Franchises (Names) <i>(The names of the eight franchises participating in the IPL constitute the intellectual property of each of those franchises)</i></p>	<ul style="list-style-type: none"> ✓ Delhi Daredevils ✓ Chennai Super Kings ✓ Kings XI Punjab ✓ Kolkata Knight Riders ✓ Mumbai Indians ✓ Rajasthan Royals ✓ Royal Challengers Bangalore ✓ Sunrisers Hyderabad
<p>IPL Franchises (logos) <i>(The logos of the eight franchises participating in the IPL constitute the intellectual property of each of those franchises)</i></p>	
<p>Official IPL Website www.iplt20.com</p>	

Also, still images, live audio-visual footage of match play action and deferred highlights/clips of match play and the official tournament song, where applicable, constitute protected and proprietary IPL Footage, which forms part of IPL IPR. The unlicensed usage of IPL IPR is not permitted in any manner or form whatsoever, including partial usage, substantial usage and/or usage of short forms/variations of IPL IPR save as permitted by copyright or "fair dealing" principles.



How are the IPL IPR protected?

The IPL IPR are legally protected by a wide variety of means, which include trade mark and design laws, copyright laws, competition and trade practices laws, telecommunications and broadcast laws relating to signal theft, common law and the terms and conditions under which IPL match tickets are sold and pursuant to which stadium entry is permitted.



What uses are unlawful without a license from the IPL?

The unlicensed and unauthorised use of any of the IPL Names, IPL Marks (or any other marks or logos that are confusingly similar to, or likely to be mistaken for, them) or IPL Footage is strictly prohibited. For example, without license from the IPL, it is unlawful to (i) use the IPL Names and IPL Marks in a manner likely to cause confusion among members of the public as to the existence of a commercial association with the IPL, or (ii) reproduce or distribute items using IPL IPR in the course of trade. The IPL Names and IPL Marks cannot be used on goods, in business names or in advertising or promotions without license from the IPL or one of its authorised licensees that, in turn, has the rights to grant sub-licenses. It is also unlawful, through the use of the IPL IPR, to falsely represent or imply any association, affiliation, endorsement, sponsorship or similar relationship with the IPL.

It is important to note that a formal or pre-existing association with any of the eight participating franchises does not permit a team partner or team sponsor any right to use the IPL IPR (other than the specific rights such franchisee is authorised by the IPL to license) without the prior authorisation of the IPL.



When can the IPL IPR be used?

The IPL IPR can be used with the license and authorisation of the IPL or its authorised licensees that have been expressly granted the rights to grant sub-licenses. Such license and authorisation will only be given to official IPL sponsors, partners, licensees and non-commercial partners.

There are very few situations in which the IPL IPR can be used without the IPL's explicit license and consent. The IPL Names, IPL Marks and, to a limited extent and subject to the current IPL Media Accreditation and News Access Guidelines (and all relevant copyright laws), the IPL Footage, may be used for news reporting purposes in non-commercial editorial-only news pieces without the IPL's prior authorisation. In certain circumstances when reporting and providing information on the IPL and/or the IPL, journalists are able to use the IPL Names and IPL Marks to illustrate their editorial-only feature subject to full compliance with applicable laws and regulations. Such use of the IPL IPR must be in compliance with these guidelines.

The IPL's intention is not to restrict people from interacting with the IPL or providing or sharing information on the IPL, but, when they do so, the IPL's legal rights must be recognised, respected and fully adhered to.

Please be advised that in the limited instances in which non-licensed usage of IPL IPR is permitted, such usage cannot be for commercial purposes.



What are the consequences of using any IPL IPR without the IPL's authorisation?

Unauthorised use of the IPL IPR may infringe one or more of the intellectual property rights of the IPL, the terms of the agreements signed between the IPL and official sponsors and partners of the IPL and/or the terms and conditions under which IPL tickets are sold and stadium entry is permitted. While the IPL expects full compliance with the above, it is prepared to take all legal action in the case of each and any infringement and violation. This could include an injunction to stop the infringing activity, a suit for damages or compensation or an enforced accounting of profits by the infringer to the IPL. Both civil and criminal remedies may be available in the case of intellectual property violations, signal theft and other violations of the IPL's rights.

Before the IPL initiates legal proceedings, a suspected infringer may receive a legal notice from the IPL's lawyers or its designated agent, advising the infringer of violations and unlicensed usage relating to the IPL IPR and/or potential infringements constituting breach of the Media Accreditation Guidelines and/or the News Access Guidelines and/or the terms and conditions of download and usage of the IPL Marks.

In such event, the offending party may be given the opportunity, without prejudice to any rights of the IPL to take legal action against the offending party, to refrain from the continued use of the IPL IPR and/or the potential infringements. If the infringer fails to respond to and adhere to the requirements and conditions set out in the legal notice, the IPL will exercise its right to pursue its legal and administrative remedies. No such prior warning, however, is required, and the IPL will utilise all resources available to fully protect the IPL IPR and ensure persons are dissuaded from infringing any rights relating to the IPL.



What rights do franchise sponsors and partners have?

Franchise sponsors and partners are granted certain rights by the franchises they associate with. The rights that franchises may grant to their sponsors and partners are governed by the franchise agreement, sponsorship guidelines, player ID guidelines and other applicable league rules. In no event may a franchise grant or a franchise sponsor or partner be granted any rights in IPL IPR. As a result, a franchise sponsor or partner shall in no event use IPL IPR (other than specifically granted rights to use franchise names, franchise marks, etc.) by virtue of being a franchise

sponsor or partner. For the sake of clarity, no franchise sponsor or partner may use the IPL Names or IPL Marks in any of its marketing communications or promotions.

What are some specific examples of impermissible unlicensed behaviour?

For the sake of guidance, a non-exhaustive list of impermissible commercial behaviour is provided below:-

Advertisements, promotions and events

Advertisement features stating or suggesting an association between a brand, product, service or event and the IPL by using IPL Names, IPL Marks and IPL Footage are impermissible. Similarly, businesses that produce newsletters to customers or clients must ensure that IPL Names, IPL Marks and IPL Footage are not used, especially in a way which suggests a commercial association between their business and the IPL.

The same applies to businesses that invite customers to IPL themed events. Holding an event which is only about the IPL and uses the IPL Names, IPL Marks and IPL Footage is not permissible. This is particularly true of events that have commercial sponsors involved.



Websites

Trademark and copyright laws apply equally to the Internet and to websites. Websites that provide information about the IPL and are being operated on a purely non-commercial basis – for example, a supporters' site used to provide information about players participating in the IPL, or a chat forum about the IPL – are unlikely to infringe the IPL's rights. However, the creation of IPL specific communities that use IPL Names, IPL Marks and IPL Footage and solicit and raise sponsorships and advertising constitutes commercial use of IPL IPR and are impermissible.



In particular, live streaming and deferred uploading of IPL Footage (whether or not for profit), reproduction of IPL Names and IPL Marks in commercial contexts online and sale of counterfeit and unofficial IPL merchandise on auction and other websites constitute serious infringements of the IPL's intellectual property rights and could result in civil penalties and even criminal prosecution.



The registration and use of domain names that contain IPL Names also infringes IPL trademarks and any attempt to divert web traffic by the use of IPL Names in meta-tags or other notations or through the purchase of IPL Names as search or advertising keywords is impermissible.



The creation of fantasy leagues or other online competitions or events that use or make reference to the IPL or claim "official" status without license or use IPL IPR are impermissible.



Business Names

Adopting business or trading names that include IPL Names and using business logos that include IPL Marks or confusingly similar marks are impermissible.



Tickets and Hospitality Packages

Tickets to IPL matches are sold under specific conditions. Primarily, these may only be purchased through officially appointed ticketing agents for personal use. IPL tickets may not be used for promotions or as prizes in contests. The right to run ticket promotions is reserved for IPL sponsors and partners and is strictly prohibited by the tickets' terms and conditions. Further, IPL tickets may not be resold for a profit or as part of hospitality packages by unlicensed travel agents or other entities. Only IPL sponsors and partners may use IPL marks in these promotions.

IPL tickets may not be sold, or otherwise included for commercial purposes as part of a travel or tour package (for example combining match tickets with flights and/or a hotel room for the night) by unlicensed travel agents or other entities.

Further, unlicensed travel agents or other entities may not engage in any form of activity which may result in an unauthorised commercial association with the IPL, to the detriment of the IPL or its commercial affiliates, whether by way of an unauthorised use of IPL Names and IPL Marks or otherwise.



Public Screenings

The IPL and its official broadcaster retain all rights to license commercial screenings of IPL Footage made available to members of the public or displayed in public places. Prohibited acts include display of IPL Footage in movie theatres, the sale of tickets or levying of a cover charge for entry to a location screening IPL Footage or IPL themed screening events that use the IPL Names, IPL Marks and IPL Footage.



Mobile and wireless services and applications

IPL Names, IPL Marks and IPL Footage may not be used on any mobile or wireless technology, including on mobile applications without license. Further, SMS updates of live scores, games, competitions and features that utilise the IPL IPR may not be offered or made available without license from the IPL's official mobile and mobile activation partner.



Merchandise

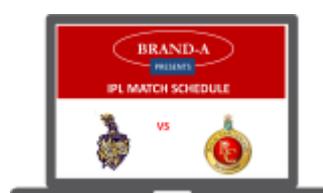
Merchandise with general cricket terms, India related terms (provided there is no usage of IPL IPR) are permissible. Prohibited acts include, the manufacture and sale of counterfeit merchandise relating to the IPL, and the unlicensed use of IPL IPR or any reference to the IPL or unlicensed use of the IPL IPR relating to any of the teams participating in the IPL, in the merchandise.



Match Schedule

Use of the match schedule to provide information in a purely non-commercial sense is permitted.

However, the commercial use or presentation of the match schedule by third parties is not permitted.



Editorial uses, Newsletters

Purely editorial use of IPL Names and IPL Marks solely for conveying information and without association with any commercial entity is permissible use.

However, this journalistic use exception with respect to IPL Names, IPL Marks and IPL Footage does not apply to the production and distribution of newsletters, client bulletins or other marketing collateral produced in the guise of journalism, which state or suggest an official association between a product, service or event and the IPL.



Who are the Partners of the IPL (Commercial and Broadcast)?



Disclaimer

This document is not an exhaustive description of any or all of the IPL's rights at law or in contract. The IPL does not have the resources to provide individual advice to people concerned that their activities may infringe the IPL's rights, but has produced these Guidelines for illustrative purposes. These Guidelines are not intended to be, and are not a substitute for, legal advice. If you think you may have infringed the IPL's rights, or you are proposing to do something that you think may infringe the IPL's rights, the IPL recommends that you seek independent legal advice.