

VIVO IPL 2019 TERMS AND CONDITIONS FOR USE OF LICENSED IMAGES

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The Licensee shall not use the Licensed Images at any time, whether now or in the future, for any Commercial Purpose or Commercial Use (each as defined below).

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The Licensee may use, reproduce, publish and publicly distribute the Licensed Images provided that:

- (i) The Licensed Images appear as still images (and not as moving images to emulate a live broadcast);
- (ii) The Licensed Images are published as captured or with adaptation but without deliberately removing, replacing or obscuring any logo of a sponsor of the Tournament, a Match, a team, a player, or at the Match venue and any related copyright notification; and
- (iii) The Licensed Images are used only for bona fide editorial purposes.

The Licensee shall not use any Licensed Image in any manner that suggests an “endorsement” or “sponsorship” of a Match, the Tournament or any team or player participating in a Match or the Tournament, in each case by any third party, which, for the avoidance of doubt, shall include the use of any Licensed Images in connection with, or in the same creative as, any third party name brand or logo (e.g., promoting the Licensed Image as the “XYZ pic of the day” – where XYZ is a name, brand or logo - or in any way including any corporate logo or other designation of any third party in close proximity to the Licensed Image (including within the Licensed Image) or in any other way that would in any manner suggest any association between that third party and the Licensed Image or the subject of the Licensed Image).

The Licensee agrees that the Licensed Images shall not be used in any commercial activity whatsoever without the prior written consent of the BCCI (which may be withheld in its absolute discretion), including without limitation in or on:

- any calendar;
- packaging;
- collector cards;
- posters;
- stickers;
- pop-up, stand-up or other cards;
- competitions;
- recordings;
- videos and films;
- advertisements, promotional and point-of-sale material;
- games (including computer games);
- software;
- avatars;
- merchandise; or;
- websites (other than those websites that use the photographs for editorial purposes only).

It is clarified that posters in newspapers, meant for promotion of editorial coverage, shall not be included in the above definition.

For the purposes of these Terms:

(i) “**Commercial Purpose(s)**” include, but are not limited to:

- promotions or any promotional materials (other than the promotion of editorial coverage of the Matches and/or the Tournament in

newspapers, magazines and broadcast and other editorial service, and point-of-sale promotion for such coverage as long as such point-of-sale promotional materials are not sold or distributed to members of the public and provided always that such promotional activity shall not be conducted through mobile devices); or

- advertising (including advertorials); or
- merchandising, including all the activities listed in Clause 7 above, as well as animations, avatars and invitations.

(ii) “**Commercial Uses**” include, but are not limited to:

- subject to bona fide editorial uses as permitted hereunder, any use that generates financial value to the person or organisation using the content solely as a result of such use; or
- any use that in any manner suggests an endorsement by or sponsorship of a Match or the Tournament, any team participating in the Match or the Tournament or any member of a participating team; or
- any use in connection with any third party or in any manner promoting or being associated with any third party.

Any copyright notification on the Licensed Images should be seen “as is” and with due prominence. In the absence of a copyright notification on the Licensed Image or if the copyright notification is covered or partially hidden, there must be a source credit to the BCCI (e.g., “Courtesy BCCI”) extended next to or below the Licensed Image whenever it is used.

The Licensee agrees that the Licensed Images are provided to Licensee gratis and “as is” and, to the maximum extent allowable by law, the BCCI shall not be liable to Licensee for any loss of profits, business, goodwill, revenue, anticipated savings or for any indirect or consequential loss or damage arising out of Licensee’s use of the Licensed Images other than in compliance with these Terms.

These Terms form part of, and are incorporated by reference into, the VIVO IPL 2019 Media Accreditation Terms and Conditions (“**Media Accreditation Terms**”) applicable to the Tournament. Without prejudice to all other rights and remedies that may arise, any breach of these Terms by the Licensee shall be considered to be a breach of the Media Accreditation Terms.

Should the Licensee fail to adhere to these Terms, the BCCI will engage with the Licensee to bring to the Licensee’s attention, the permissible parameters of activity and work with the Licensee to resolve the matter. However, should such

activities persist, the Licensee will be deemed to have knowingly breached these Terms.

The BCCI retains and, to the extent required, is hereby granted by the relevant copyright owner of content governed by these Terms, the rights to enforce the Licensee's compliance with these Terms (whether by means of anti-infringement actions, legal proceedings or otherwise) and with the copyright law in force. In all such cases the Licensee will not undertake any act to obstruct, nullify or obviate the rights of the BCCI under this provision.

Nothing contained in these Terms shall limit the rights of the BCCI to exercise remedies available to it under law or contract for violations of these Terms, including for damages, specific relief and through potential immediate revocation, suspension or cancellation of media accreditation where, applicable. In addition to the BCCI's right to pursue such other remedies, the Licensee hereby agrees to indemnify the BCCI for any and all losses or damages as a result of the violation and breach of these Terms resulting from such unauthorised use.

These Terms shall be governed by and construed in accordance with the laws of India and any dispute arising in connection herewith shall be subject to the exclusive jurisdiction of the courts of Mumbai, India.