

## ICC MEN'S CRICKET WORLD CUP 2023

### NEWS ACCESS REGULATIONS FOR INDIA

#### INTRODUCTION

1. These News Access Regulations ("**Regulations**") are solely for *bona fide* news broadcasters registered under the category of "News and Current Affairs" channels under the Ministry of Information and Broadcasting's "Downlinking Guidelines" (each a "**Designated News Broadcaster**") and shall apply to all Designated News Broadcasters. Other channels which are not Designated News Broadcasters (in particular sports channels or sports news/programmes on sports channels) are not permitted to use any Footage relating to the Event.
2. These Regulations are issued by ICC Business Corporation FZ LLC ("**IBC**"), a wholly owned subsidiary of the International Cricket Council Limited, and are valid until twenty four (24) hours after the end of the final Match of the Event.
3. Except to the extent and in the manner permitted under these Regulations, no other use of any Footage is permitted by any Designated News Broadcaster unless such use is expressly agreed in writing by IBC.

#### DEFINITIONS

4. Capitalised terms used in these Regulations, unless otherwise defined herein, shall have the meanings given to them in Schedule 1.

#### USE OF FOOTAGE

5. Subject to the terms set out in these Regulations, a Designated News Broadcaster may broadcast a maximum total of five and a half (5½) minutes of Footage per News Day during its News Programmes and Other News Programmes.
6. The broadcast of any Footage may be repeated during a News Day, and any permitted repeat shall not count towards the maximum total set out in paragraph 5, provided always that the total number of broadcasts of such Footage is restricted to a maximum of two (2) exhibitions per hour of broadcasting.
7. The use by a Designated News Broadcaster of Live Footage is not permitted at any time under any circumstances. There must be a minimum of at least thirty (30) minutes delay following the broadcast of any Live Footage by STAR before any extract of such Footage may be used by the Designated News Broadcaster pursuant to paragraphs 5 and 6 above. However, Designated News Broadcasters are permitted to interrupt regular News Programmes and/or Other News Programmes to broadcast Footage using the caption "Breaking News" or such equivalent, only for a period not exceeding fifteen (15) seconds and for no more than one (1) exhibition of Footage within thirty (30) minutes following the broadcast of such Live Footage by STAR, to report the achievement of an important personal milestone by a player (for example, a hat-trick of wickets being taken or a player breaking a national run-scoring or wicket-taking record) or other exceptional events that may occur during any Match. For the avoidance of doubt, any such exceptional use shall count towards the maximum limits of usage of Footage set under paragraphs 5 and 6 above.

*NOTE: For the avoidance of doubt, a single wicket falling, unless it completes a hat-trick of wickets by the bowler in a Match or completes a very significant career milestone by the bowler, does not constitute an important personal milestone for these purposes and the falling of a single wicket is not in itself an exceptional event occurring during a Match. Accordingly, a Designated News Broadcaster is not*



*permitted to briefly interrupt regular News Programmes and/or Other News Programmes to use Footage to report such an event or other similar events.*

8. All Footage must be used “as is”, without alterations or modifications, subject only to editing to meet time constraints for news bulletins, and shall be used within twenty four (24) hours of the completion of the Match to which it relates. Footage may only be used in News Programmes or Other News Programmes for news reporting of the results of the Match and not for the purpose of analysis (including by way of review or comments by experts, ex-cricketers, anchors, analysts or presenters).

*NOTE: For the avoidance of doubt, the entire duration of the Footage that can be utilised by a Designated News Broadcaster without any financial obligation to IBC is as provided in paragraphs 5, 6, 7 and 8 above.*

9. Designated News Broadcasters are not permitted to use any Footage to make their own compilation or ‘mix’ the Footage with footage from other television events, sports events, documentaries, interviews, etc. It is specifically clarified that STAR has the exclusive rights from IBC to produce and broadcast, *inter alia*, studio-based programmes in relation to the Event and the Matches and that under no circumstance shall any content from such programmes either be considered as ‘Footage’ under these Regulations or used by a Designated News Broadcaster in any manner whatsoever.
10. Footage may not be used either directly or derivatively under any circumstances for any commercial purposes and any such use shall be a violation of these Regulations. By way of illustrative example of a derivative use, Designated News Broadcasters may not extract data from the Footage for the purposes of creating and operating a ‘scoring service’ (by way of a syndication service, software application, or otherwise) which allows third parties to receive live or ‘near live’ match alerts/wicket alerts/score updates and/or access to any other IBC data either via the internet, SMS, MMS or otherwise by means of any other mobile technology.
11. The Designated News Broadcaster shall not carry any advertising, sting, logo, graphic and/or any other commercial activity (including on a ticker) whatsoever immediately before, immediately after, or during the broadcast of Footage (or any clip thereof) in a News Programme or Other News Programme and no association shall be created, suggested or implied between the use of Footage and any third party brand or product. By way of illustrative example only, Designated News Broadcasters shall not use Footage as part of News Programmes or Other News Programmes which promote a third party brand or product by way of side screens, interview backdrops, by the programme anchors, or any other form of logo or product placement activity.
12. No Footage shall be broadcast within a News Programme or Other News Programme that shows any advertisement, including on a ticker:
  - (i) which advertisement has been solicited by or from any third party to be put on air specifically during any such News Programme or Other News Programme which reports news about the Event; or
  - (ii) for which advertisement a special premium has been paid by a third party to the Designated News Broadcaster to broadcast such advertisement during such News Programme or Other News Programme which reports news about the Event.
13. News Programmes or Other News Programmes that use Footage are not permitted to have a ‘title’ or other sponsor and no advertisement may be used or repeated in the regular advertising breaks during the News Programme or Other News Programme in such a manner as to create, suggest or imply an association between the advertiser and the Footage or the Event.
14. Designated News Broadcasters shall not carry any advertising, sting, logo, graphic or any other





commercial activity, including on a ticker, immediately before, immediately after or during any 'player-of-the-day', 'event-of-the-day', 'image-of-the-day' or similar feature relating to the Event.

#### Permitted Advertising Activity In Respect Of News Programmes

15. For the avoidance of doubt, and provided that a Designated News Broadcaster complies in full with the other restrictions applicable to the use of Footage as set out in these Regulations, a Designated News Broadcaster may, in respect of a News Programme within which Footage is broadcast, carry advertisements in the regular course, through normal advertising breaks or tickers usual in programming of news channels.

#### Additional Restrictions In Respect Of Other News Programmes

16. In the event that Footage is used in an Other News Programme, in addition to the restrictions set out in paragraphs 5 to 14 above, no advertising, sting, logo, graphic or any other commercial activity (including on a ticker) shall be carried immediately before, immediately after or during such Other News Programme making use of Footage.

#### Additional Restrictions In Respect Of Sports News Segments

17. Commercialisation of sports news segments that use Footage and form a part of a News Programme or Other News Programmes in any manner, including by way of sponsorships and insertions of advertisements (including on a ticker) while reporting on the Event as part of the News Programme or Other News Programme shall not be permitted and shall be considered a violation of the Regulations.
18. In addition to the restrictions set out in paragraphs 5 to 17 above (as applicable), there shall be no advertising, sting, logo, graphic or any other commercial activity (including on a ticker) carried immediately before, immediately after or during a sports news segment that uses Footage and forms part of a News Programme or Other News Programme, and no association may be created between such sports news segment, the Footage or the Event and any third party brand or product.

#### Online Use

19. Designated News Broadcasters are permitted to stream live video of News Programmes and Other News Programmes containing Footage on their official nominated websites and official mobile applications (but not on social media platforms) provided that the content being streamed on the channel's official website and/or official mobile application is the exact replica of the News Programme or Other News Programme run on the Designated News Broadcaster's news channel, broadcast simultaneously with its television news broadcast and such simulcasting is customarily provided on the official website and/or official mobile application by the channel for all content that it broadcasts in the ordinary course. Other than as provided in the preceding sentence, the Designated News Broadcaster shall not broadcast Footage, whether as part of any news bulletin or otherwise, on its own official website and/or official mobile application, or as part of any video-on-demand service and shall not under any circumstances broadcast Footage via its official account or otherwise on a third-party video-upload platform or third party social media platform such as YouTube, Facebook, Twitter, Daily Motion, Instagram etc.

#### CREDITS AND COURTESY BUGS

20. Courtesy bugs acknowledging IBC and STAR must be pasted by the Designated News Broadcaster, with due prominence, throughout the broadcast of any Footage in any News Programme or Other News Programme.



21. Designated News Broadcasters must use the correct name of the Event (being *ICC Men's Cricket World Cup 2023*) and the Event logo in any and all broadcasts in which the Event is mentioned or referred to, whether or not including the broadcast of any clips of Footage. For the avoidance of doubt, there should not be any direct commercial association created, suggested or implied between any third-party brand or product and any of the Event Marks.
22. In the event that the official Event or STAR logo should be covered by the logo of the Designated News Broadcaster or obscured from view in any respect, the Designated News Broadcaster must include a courtesy line extended at the bottom of, or elsewhere, on the screen.

## **ENFORCEMENT**

23. Designated News Broadcasters may, without financial obligation to IBC, use Footage in accordance with the terms of these Regulations. Any use beyond the scope permitted under these Regulations, if not under a prior bilateral agreement between the relevant Designated News Broadcaster and IBC, will be treated as a violation and shall be subject to the appropriate payments being made by the relevant Designated News Broadcaster to IBC in accordance with the Additional Footage Licensing Rate Card provided in Schedule 2. IBC may exercise its other remedies, including suspension of Media Accreditation, pending payment of such fees for overuse of Footage. It is further clarified that IBC has certain legal obligations to its official/host broadcaster and is only able to grant the rights described herein subject to these limitations. If a Designated News Broadcaster's use exceeds such limitations, in addition to agreeing to pay IBC the fees for overuse under the Additional Footage Licensing Rate Card, the Designated News Broadcaster hereby: (i) agrees to indemnify IBC for any and all losses or damages that may be due from IBC to STAR as a result of such overuse; and (ii) acknowledges that it may be subject to legal action brought directly against it by STAR for such overuse.
24. STAR and IBC retain the right to monitor and enforce compliance by Designated News Broadcasters and associated and unassociated third parties with these Regulations (whether by means of anti-infringement actions, legal proceedings or otherwise). In all such cases the relevant Designated News Broadcaster shall not undertake any act to obstruct, nullify or obviate the rights of IBC granted hereunder. Usage by Designated News Broadcasters of Footage in connection with the Event shall be monitored by a Designated Monitoring Agency on behalf of IBC and IBC expressly reserves all of its legal rights and remedies against Designated News Broadcasters in respect of any and all breaches of these Regulations.
25. These Regulations form part of, and are incorporated by reference into, the Media Accreditation Terms and Conditions applicable to the Event. Without prejudice to all other rights and remedies that may arise, any breach of these Regulations by a Designated News Broadcaster shall be considered to be a breach of the Media Accreditation Terms and Conditions and the remedies available to IBC shall include the revocation, suspension or cancellation of such accreditation.
26. Nothing in these Regulations shall limit the rights of IBC or STAR to exercise remedies available under applicable law for breaches of these Regulations or IBC's and/or STAR's right to damages, an account of profits or other equitable relief (including injunctive relief).



## **SCHEDULE 1**

### **DEFINITIONS**

**“Designated Monitoring Agency”** means the monitoring agency appointed by IBC to monitor coverage of Designated News Broadcasters;

**“Event”** means the ICC Men’s Cricket World Cup 2023, scheduled to be held in India between 29 September 2023 and 20 November 2023, comprising the Warm-Ups and the Main Tournament (and inclusive of the scheduled reserve day for the Final);

**“Event Marks”** means all IBC proprietary marks and logos designated and notified by IBC for use in relation to the Event such as the Event logo(s), the Event names, the mascots, the trophy, the Event slogan, and Event music and theme selected by IBC;

**“Footage”** means all audio, visual and audio visual material and recorded audio, visual and audio visual material, in either case relating to any Match (including, without limitation, all in-stadia events, ceremonies, unilateral footage, stump/wicket and/or helmet camera footage and microphone output and any interview with any player or others included in the broadcast coverage of the Match from the pre-Match toss to the end of the post-Match presentation as well as any pre-Match or post-Match entertainment);

**“IBC”** means ICC Business Corporation FZ LLC, a wholly-owned subsidiary of the International Cricket Council Limited with its registered address at Virtual Desk 75, Ground Floor, Building 5, Dubai Media City, Dubai, United Arab Emirates, and having its administrative office at Street 69, Dubai Sports City, Sheikh Mohammed Bin Zayed Road, PO Box 500070, Dubai, United Arab Emirates;

**“Live Footage”** shall mean live audio-visual or visual-only footage of any and all Matches during the Event, including the period from the first ball to the last ball of any Match and shall extend from the pre-match toss until the end of the post-match presentation ceremony;

**“Match”** means any cricket match forming part of the Event together with any opening and closing ceremonies, the toss, the anthems, pre-match, mid-match and post-match presentations;

**“Media Accreditation Terms and Conditions”** means the terms and conditions pursuant to which accreditation has been granted for the Event to representatives of the Designated News Broadcaster and which shall incorporate these Regulations in full;

**“News Day”** is defined as the period of twenty four (24) hours from the commencement of the Match concerned;

**“News Programme(s)”** shall mean the Designated News Broadcaster’s regular scheduled news bulletins, segments or bulletins which are part of pre-existing news programming formats (and not produced or designed for or broadcast solely during the Event), and contain and are restricted to reporting results (and not analysis) of current news and current affairs of regional, national and/or international importance and shall include any sports news segment as part of such scheduled news bulletins, provided that the reporting of sports news in such programmes is restricted to reporting results (and not analysis) of current sports events and affairs. Any such sports news (reporting results of but not analysing current sports events and affairs) will be treated as a ‘sports news segment’ of the News Programme in which the Footage may be broadcast;

**“Other News Programme(s)”** shall mean any programme broadcast by the Designated News Broadcaster which is not a News Programme and is restricted to reporting results (and not analysis) of current news and current affairs of regional, national and/or international importance and shall include any sports news segment as part of such programme, provided that the reporting of sports news in such Other News



Programmes is restricted to reporting results (and not analysis) of current sports events and affairs; and

“STAR” means, collectively, Star India Private Limited and Star Asianet Middle East FZ LLC, being IBC’s officially appointed broadcast partner for the Event.





**SCHEDULE 2**

**ADDITIONAL FOOTAGE LICENSING RATE CARD**

ICC Men's Cricket World Cup 2023	US\$20 per second in respect of each usage of Footage (including repeats)
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