



2015 HERO HOCKEY INDIA LEAGUE

NEWS ACCESS GUIDELINES FOR NEWS AND CURRENT AFFAIRS BROADCASTERS FOR AUDIO VISUAL BROADCAST (THE "GUIDELINES")

INTRODUCTION

A. These Guidelines are solely for News Broadcasters registered under the category of "News and Current Affairs" channels under the Ministry of Information and Broadcasting's "Downlinking Guidelines" ("News Broadcasters").

B. Usage of Match footage by the News Broadcasters shall be monitored by such monitoring agency which may be appointed by the League and/or the Official Broadcaster (as defined below) from time to time (the "**Monitoring Agency**").

C. The League and the Official Broadcaster (as defined below) have voluntarily permitted the usage of footage in the manner prescribed in these Guidelines notwithstanding their rights under the Copyright Act, 1957 (including relevant jurisprudence such as the ICC v. NDTV matter decided by the Delhi High Court). These Guidelines shall, to the extent they may allow usage beyond "fair use" norms *inter alia* as prescribed by the Delhi High Court, operate as an implied license (the "**License**") to permit applicable News Broadcasters to utilize footage in the manner herein contained for the 2015 edition of the League. For the avoidance of doubt, the License shall only be deemed implied if such usage is beyond the "fair use" norms for the reasons stated above.

D. News Broadcasters may use Fresh Footage from the live telecast of the 2015 Hero Hockey India League (the "**League**") produced by Star India Private Limited, the official League broadcaster (the "**Official Broadcaster**"), on its channels, without payment to the Official Broadcaster or the League, within the below specified limits and parameters.

E. Other channels which are not News Broadcasters and in particular sports channels are not permitted to use any Match footage.

F. These Guidelines do not apply to the use of Archive Footage. News Broadcasters desirous of using and/or telecasting any Archive Footage on News Programmes and/or Special Programmes may approach the League and/or the Official Broadcaster for permissions by stating the nature, quantity and purpose of their proposed usage of the Archive Footage.

G. These Guidelines are applicable only to the 2015 Hero Hockey India League. The League may revise these Guidelines from time to time and shall not be bound or compelled by the contents of Guidelines in relation to subsequent editions of the Hero Hockey India League.

DEFINITIONS

1. For the purposes of these Guidelines, the following capitalized terms shall have the following meanings:

(i) "**Achievement Footage**" shall mean any Fresh Footage depicting an important personal milestone of a player or other exceptional and unexpected events that occur during any Match.

(ii) "**Archive Footage**" shall mean audio-visual or visual-only footage from a Match that forms part of the League (or previous seasons of the League) from the period 48 hours after the commencement of the Match concerned.

(iii) "**Day**" shall in relation to any Match mean a period of 48 hours from the commencement of a Match.

(iv) "**Fresh Footage**" shall mean audio-visual or visual-only footage of any and all Match play on the Day when one or more Matches of the League are played and broadcast by the Official Broadcaster and shall include any and all in-stadium entertainment and presentation ceremonies.

(v) "**Match(es)**" shall mean any hockey match or matches forming part of League.

(vi) "**News Programme(s)**" shall have such meaning as provided in paragraph 7, below.

(vii) "**Special Programme(s)**" shall mean any news format programmes broadcast by the News Broadcaster that are not News Programmes.

(viii) "**Sports Segment**" shall have such meaning as provided in paragraph 7, below.

USE OF FOOTAGE

2. News Broadcasters will be allowed to broadcast Fresh Footage in relation to any Match in a Day on News Programmes and/or Special Programmes strictly in accordance with the limitations contained in these Guidelines.

3. News Broadcasters are permitted to broadcast Fresh Footage on terrestrial, cable, satellite, DTH, IPTV and HITS television platforms only.

4. Fresh Footage may be broadcast in any given hour of news broadcast in the News Programmes and/or Special Programmes.

5. All Fresh Footage must be broadcast "as is", without alterations or modifications and within 48 hours of the commencement of the Match to which it relates. Fresh Footage may be used for news reporting (which is result orientated) **only** and not for the purpose of analysis (by way of review or comments by experts, anchors, analysts or presenters etc).

6. The term "**News Programmes**" shall mean the News Broadcaster's regular scheduled news bulletins which contain and are restricted to reporting (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 (hereinafter a "**Sports Segment**").

USE OF FOOTAGE IN SPORTS SEGMENTS

7. Commercialisation of Sports Segments incorporating Fresh Footage in any manner, including by way of sponsorships and insertions of advertisements while reporting on the League as part of the News Programme, shall not be permitted and shall be considered a violation of the Guidelines.

7A. There shall be no ad, sting, logo, graphic or any other commercial (morphing) activity carried immediately before, immediately after or during a clip using Fresh Footage from any Match or before during or after a Sports Segment, and no association may be created between such clip or Sports Segment and any third party brand or product.

USE OF FOOTAGE IN SPECIAL PROGRAMMES

8. Use of Fresh Footage in Special Programmes shall not be permitted unless the Fresh Footage is used solely for news reporting purposes and not for analysis, as further clarified in paragraph 6.

9. In the event that Fresh Footage is used in a Special Programme, there shall be no ad, sting, logo, graphic or any other commercial (morphing) activity carried immediately before, immediately after or during a clip using Fresh Footage from any Match, and no association shall be created between such clip and any third party brand or product. Further, no ad, sting, logo, graphic or any other commercial (morphing) activity shall be carried immediately before, immediately after or during a Special Programme making use of Fresh Footage.

10. In addition to the restrictions placed specifically on Special Programmes under these Guidelines, use of Fresh Footage in Special Programmes shall remain subject to all other restrictions as applicable to News Programmes under these Guidelines, including but not limited to restrictions placed under paragraphs 2, 3, 4, 5 and 6.

IMPERMISSIBLE COMMERCIALISATION AND OTHER METHODS OF BROADCASTING FOOTAGE

11. A News Broadcaster may commercially exploit a News Programme within which Fresh Footage is broadcast as a whole, in the regular course, through normal advertising breaks usual in programming of news channels, provided always that no advertising, sting, logo, graphic and/or any other commercial (morphing) activity occurs immediately before, immediately after or during the Fresh Footage and no association is created, suggested or implied between the use of Fresh Footage and any third party brand or product. To clarify, no News Programme or Sports Segment that uses the Fresh Footage may have a "title" or other sponsor and no advertisement may (i) be used or repeated in the regular advertising breaks during the News Programme or Sports Segment in such a manner as to create, suggest or imply an association between the advertiser or the product and the Fresh Footage and/or the League, or (ii) be solicited for broadcast during the News Programme on the representation that the News Programme would carry the Fresh Footage and/or cover the League, or (iii) be sold at a special premium for broadcast during the News Programme on the representation that the News Programme would carry the Fresh Footage and/or cover the League.

12. Each News Broadcaster shall be at liberty, in the course of a News Programme, to carry advertising, stings, logos, graphics and/or any other commercial (morphing) activity on a news ticker, during the broadcast of Fresh Footage, provided that such advertising is not displayed only or specifically during the News Broadcaster's reporting of the League or the use of Fresh Footage. Further, the advertising, sting, logo, graphic and/or any other commercial (morphing) activity in relation to any third party sponsor of the News Programme in which the Fresh Footage is broadcast,

may be displayed by the News Broadcaster at the time of reporting of the League only if such advertising, sting, logo, graphic and/or any other commercial (morphing) activity appears on the ticker throughout the duration of the News Programme, save for when the advertising, sting, logo, graphic and/or any other commercial (morphing) activity in relation to other third parties is being broadcast.

13. News Broadcasters may not include any advertising, sting, logo, graphic or any other commercial (morphing) activity carried immediately before, immediately after or during any 'player-of-the-day', 'event-of-the-day', 'image-of-the-day' or like feature relating to the League.

14. News Broadcasters, shall not make use of any Fresh Footage as part of News Programmes, Sports Segments or Special Programmes which promote a third party brand or product by way of side screens, interview backdrops, by the anchors or analysts appearing in the programmes, or any other form of logo or product placement activity.

15. News Broadcasters cannot use the Fresh Footage, permitted as per these Guidelines, to make their own compilation or mix the Fresh Footage with footage from other television events, sports events, documentaries, interviews out of the context of League, etc. The Fresh Footage must be used "as is" without alterations or modifications and subject only to editing to meet time constraints for news bulletins.

16. The Official Broadcaster has the exclusive rights from the League to produce, inter alia, a studio-based wrap around programme. Under no circumstances will a News Broadcaster be permitted to use the Fresh Footage from the said show, including by zooming into the television screens placed in the show on which the Fresh Footage may be exhibited by the Official Broadcaster.

COURTESY BUGS

17. News Broadcasters must carry the name of the League and the League logo, viz, in all their broadcast mentions.

18. Courtesy bugs acknowledging the League and the Official Broadcaster must be pasted by the News Broadcaster throughout the use of Archive Footage and Fresh Footage on-air. Both the logos of the League and the Official Broadcaster should be seen "as is" or referred to with due prominence. If either of the logos is covered by the News Broadcaster's logo or overlays, there must be a source credit or a courtesy line extended at the bottom of the screen displayed in the same font size as the News Broadcaster's own logo or overlay. Failure to abide by these conditions will amount to a violation of the copyright in the content (including the Fresh Footage) which may be actionable under applicable law by the League and/or the Official Broadcaster.

STREAMING ON THE OFFICIAL WEBSITES OF THE NEWS BROADCASTERS

19. Nothing contained herein prohibits a News Broadcaster from continuing to undertake live video streaming simulcasts of its news channels on the channel's official website provided that the content being streamed on the channel website is the exact replica of the programme run on the News Broadcaster's news channel, it is displayed simultaneously with its television news broadcast and such simulcasting is customarily provided on the official website by the channel for all content that it broadcasts in the ordinary course. It is clarified that live video streaming simulcasting of the news broadcast that includes Fresh Footage may be undertaken only on the News Broadcaster's official website and not on any hockey website or any other website, whether or not owned by the

News Broadcaster. Notwithstanding the aforementioned, News Broadcasters shall not display deferred or archived Fresh Footage, whether as part of news bulletin or otherwise, on their own official website or via their account or otherwise on a third-party video-upload site such as YouTube, DailyMotion, etc.

ENFORCEMENT AND CONSEQUENCES OF VIOLATIONS OF THE GUIDELINES

20. Any use beyond as permitted under these Guidelines if not under a prior bilateral agreement between the relevant News Broadcaster and the Official Broadcaster will be treated as a material violation.

21. The League (together with the Official Broadcaster) retains and, to the extent required, is hereby granted by the relevant copyright owner governed by these Guidelines by virtue of use of the Fresh Footage hereunder, the rights to monitor and enforce compliance by News Broadcasters and associated and unassociated third parties with these Guidelines (whether by means of anti-infringement actions, legal proceedings or otherwise) and with the copyright law in force. In all such cases the relevant News Broadcaster will not undertake any act to obstruct, nullify or obviate the rights of the League or the Official Broadcaster granted hereunder. The League and the Official Broadcaster each expressly reserve all of their respective legal rights and remedies against any News Broadcaster that breaches the Guidelines, which shall be explicitly in addition to any specified remedies hereunder in relation to certain specific violations of these Guidelines.

22. Nothing contained in these Guidelines shall limit the rights of the League or the Official Broadcaster to exercise remedies available under law or contract for violations of these Guidelines, including for damages, specific relief and through potential immediate revocation, suspension or cancellation of media accreditation where, applicable. In addition to the League's and/or the Official Broadcaster's right to pursue such other remedies, the News Broadcaster hereby agrees to indemnify the League and the Official Broadcaster for any and all losses or damages as a result of the violation and breach of these guidelines resulting from such overuse.

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