

## Government Guarantee No. 6

*[The Government Declaration (including letterhead) to be provided in English]*

Fédération Internationale de  
Football Association (FIFA)  
Attn. Mr. Joseph S. Blatter  
President  
FIFA-Strasse 20  
CH-8044 Zurich  
Switzerland

*[Place/date]*

### **Government Guarantee No. 6 ("Guarantee") Protection and Exploitation of Commercial Rights**

Dear Mr President

In relation to *[FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™]* *[FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™]* taking place in the Netherlands on a joint basis together with Belgium, the Government of the Netherlands, represented by the undersigned who are duly authorised to act and provide this Guarantee on behalf of the Netherlands, hereby represents, warrants, ensures and guarantees to FIFA the following:

#### **A. Definitions**

For the purposes of this Guarantee, the following definitions shall apply:

**Competitions** – the *[FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™]* *[FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™]*;

**Events** – the Competitions and any and all events or activities directly or indirectly related to the Competitions officially organised, sanctioned or endorsed by, or under the auspices of, FIFA, the LOC, or the Hosting Association, including, without limitation, the following:

- a) the FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws, any mascot launch and other launch activities;
- b) any seminars, meetings, conferences, workshops and press conferences;
- c) any official public viewing or other fan-related events;
- d) any cultural activities, in particular concerts, exhibitions, displays, shows or other expressions of culture;
- e) any events, activities, projects and/or programmes for social and human development as well as environmental protection, other corporate social responsibility, humanitarian or similar charity projects;

- f) any football matches and training sessions; and
- g) any other activities that FIFA considers relevant for the staging, organization, preparation, marketing, promotion or winding-up of the Competitions;

**FIFA** – Fédération Internationale de Football Association (FIFA), a Swiss private law association, being the world governing body of the sport of association football, as well as any FIFA Subsidiaries;

**FIFA Commercial Affiliates** – any entity which has been or will be granted any media, marketing, sponsorship, licensing or other commercial rights or opportunities, of whatever nature in connection with FIFA and/or the Events and/or any other competitions organised by, or under the auspices of, FIFA.

**FIFA Contractors** – any individuals and legal entities which have, directly or indirectly, entered into any sort of contractual relationship with FIFA, and/or any individual or entity, directly or indirectly authorised by FIFA, in relation to the Events, including, without limitation, FIFA Commercial Affiliates, FIFA Service Providers, FIFA Host Broadcaster and any other appointees, licensees or agents of FIFA, as well as sub-contractors of such legal entities.

**FIFA Confederations** – any confederations representing a group of FIFA Member Associations, including, without limitation:

- a) Asian Football Confederation (AFC);
- b) Confédération Africaine de Football (CAF);
- c) Confederation of North, Central American and Caribbean Association Football (CONCACAF);
- d) Confederación Sudamericana de Fútbol (CONMEBOL);
- e) Oceania Football Confederation (OFC); and
- f) Union des Associations Européennes de Football (UEFA);

**FIFA Host Broadcasters** – any legal entities licensed or appointed by FIFA, or by FIFA's licensees or appointees in connection with the production of any content and/or material being subject to any media rights, including, without limitation, (i) any still or moving visual-only images, (ii) any audio-only material, including dubbing and commentary, (iii) any audio-visual material, including the basic audiovisual feed (or any supplemental feed), (iv) any text and data in relation to any Events, and (v) any official film or Event-related documentaries in connection with the teams or individuals being involved in the Events;

**FIFA Listed Individuals** – any individuals accredited to the Events by FIFA, and/or appointees of FIFA, and/or any individuals listed by FIFA, or by any entity formally appointed by FIFA to prepare such list, to participate in any way in any of the Events (no including the general public);

**FIFA Member Associations** – any national football association officially affiliated to Fédération Internationale de Football Association (FIFA), whether or not participating in either or both the Competitions, and including the Hosting Association;

**FIFA Service Providers** – the following legal entities licensed or appointed based on any other contractual relationship, by FIFA, or by FIFA's appointees or licensees, in relation to the organization and staging of the Events:

- a) FIFA's accommodation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory

of hotel rooms, office space and other facilities offered by several accommodation providers;

- b) FIFA's transportation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory of transportation services offered by several transportation providers;
- c) FIFA's tour operator programme coordinators, which shall be one or more general coordinators with the obligations to manage the tour operator programme designed by FIFA and to select, appoint or license entities to sell a package of certain travel or accommodation services or products in combination with any right to attend an Event;
- d) FIFA's ticketing inventory coordinators, which shall be one or more general coordinators with the obligations to produce, manage or sell any rights to attend an Event or to administer ticket allocations as determined by FIFA or to enforce any ticket-related rights by FIFA;
- e) FIFA's hospitality providers, which shall be one or more service providers, with the obligations to produce, manage or sell a package of certain hospitality services or products provided inside or outside of an Event venue in combination with any right to attend an Event;
- f) FIFA's IT solution providers, which shall be one or more general coordinators or providers with the obligations to develop, manage, implement, operate, maintain and deliver the hardware or software components of the information technology specifically designed for FIFA in relation to the organization and staging of the Events; or
- g) providers of services or goods that are required for the Events, whenever the respective agreements provide for a compensation structure under which FIFA contractually at least bears the actual or budgeted costs necessary for providing such services or goods;

**FIFA Subsidiaries** – any legal entity, resident in the Netherlands or not, in which FIFA owns at least 50% (fifty percent) of its capital or voting interest;

**Hosting Association** – “Koninklijke Nederlandse Voetbalbond”, being the national football association officially affiliated to FIFA in the Netherlands.

**LOC** – the local organizing committee established by the Hosting Association which is responsible for the hosting and staging of the Competitions and certain other Events, recognised by FIFA, as well as any and all legal entities in which the LOC owns at least 80% (eighty percent) of their respective capital or voting interest.

## **B. General Measures and Protections**

The Netherlands represents and guarantees to FIFA and ensures to FIFA that the following measures and protections will be implemented and operative on the federal, state, municipal, local and other relevant levels by no later than 1 June 2013, if necessary by the issuance of special legislation:

- (i) the establishment of special “protected” status for the Competitions and in particular for FIFA's intellectual property rights relating to the Events, such “protected” status to bestow upon the intellectual property rights to protected the equivalent rights as trademark registrations;
- (ii) the unauthorised use, reproduction, imitation, counterfeiting, or modification of any official symbols of FIFA or the Events, or any other FIFA intellectual property in relation to the Events, as well as to import, export, sell, offer, expose for sale, or conceal official symbols or products resulting from unauthorized reproduction, counterfeiting, or modification of official symbols, will be prohibited by law;

- (iii) the registration and use of domain names containing FIFA's trademarks will be prohibited by law;
- (iv) ambush marketing by association in relation to the Events and/or FIFA, namely to promote, or otherwise direct public attention to businesses, products or services in a manner that may induce third parties into erroneously believing that those products or services are approved, authorised or endorsed by FIFA, or are connected to the Events, will be prohibited by law;
- (v) ambush marketing by intrusion in relation to the Events and/or FIFA, namely to practice, organise, approve, or sponsor any promotional, advertising, or marketing activities through which one targets the audience of the Events, including ticket holders, in order to gain exposure for its businesses, products or services without authorization from FIFA, will be prohibited by law;
- (vi) any and all acts of "unfair competition" or "passing off" in relation to the Events and/or FIFA, will be prohibited by law;
- (vii) to hold, organise, approve or sponsor a commercial public viewing event related to the Events, unless expressly authorised in writing by FIFA, will be prohibited by law;
- (viii) the resale or redistribution of match tickets or Event tickets, unless expressly authorised in writing by FIFA, will be prohibited by law;
- (ix) the use of match tickets or Event tickets in advertising, sales, competitions, sweepstakes, give away, or other promotional activities, or as part of a hospitality or travel package, or the making available or advertising of match tickets or Event tickets for any such purposes, unless expressly authorised in writing by FIFA, will be prohibited by law; and
- (x) the prohibitions listed above shall be sanctioned by a suitably severe penalty to deter any deliberate breach, subject to a written demand for penalty by FIFA.

### **C. Procedural Measures and Protections**

The Netherlands represents and guarantees to FIFA and ensures to FIFA that the following procedural measures and protections will be implemented and operative on the federal, state, municipal, local and other relevant levels by no later than 1 June 2013, if necessary by the issuance of special legislation:

- (i) the implementation of expedited examination and registration procedures for all FIFA's trademark, design and (if relevant) copyright applications related to the Events;
- (ii) the implementation of expedited examination and opposition procedures for all third party trademarks, designs and (if relevant) copyright applications related to FIFA and/or the Events, filed without FIFA's written authorisation;
- (iii) the grant of special powers to local law enforcement officers to enforce the prohibitions and restrictions outlined in this Guarantee, to seize or confiscate any materials that they reasonably suspect are being used in connection with the breach, and to dispose of/destroy goods used or created in connection with the breach (upon conviction for the breach);

- (iv) the creation and enforcement of a restricted advertising and street trading zone within, and in the airspace above, a two kilometre (2 km) zone around each stadium and other official sites used for the Events, in which the right to conduct commercial activities is subject to approval by FIFA or its appointees;
- (v) the implementation of expedited enforcement procedures, including judicial procedures, in relation to the enforcement by FIFA of its legal rights in connection with the Events;
- (vi) the allocation of a suitable number of law enforcement officers to work with FIFA and physically participate in FIFA's rights protection programme, including the participation in patrol teams during the Events;
- (vii) the allocation of sufficient numbers of customs officers to properly control the importation of counterfeit and pirate goods;
- (viii) the establishment of a national rights protection programme committee to consist of members of the relevant national government departments and agencies (such as the department of trade & industry, the intellectual property office, customs service, public prosecutors office, law enforcement agencies, etc.); and
- (ix) the establishment of regional rights protection programme committees for each host city, which are to consist of regional members of the relevant bodies as above.

#### **D. Further Confirmations regarding Commercial Rights**

The Netherlands also represents and guarantees to FIFA that it unconditionally and irrevocably acknowledges FIFA's legal and beneficial, unrestricted and exclusive ownership of all media rights, marketing rights, ticketing rights, and all other commercial rights related the Events, as well as of any marks and other intellectual property rights of FIFA related to the Events.

The Netherlands further represents and guarantees to FIFA, and will ensure, that the Netherlands will pass, to the extent necessary, special laws designed to ensure full protection of FIFA's ownership of all media rights, marketing rights, ticketing rights, other commercial rights, marks and other intellectual property and shall provide FIFA with the support of officers of relevant authorities, such as police and customs, to assist in the protection of the media rights, marketing rights, ticketing rights, other commercial rights, marks and other intellectual property of FIFA.

The Netherlands also represents and guarantees to FIFA, and will ensure, that there are and will be no legal restrictions or prohibitions on the sale, advertising or distribution of FIFA Commercial Affiliates' or FIFA Contractors' products, including food and beverages, in the stadiums or other sites for the duration of the Competitions and Events and that there are and will be no legal restrictions or prohibitions on the exploitation of the media rights, marketing rights, ticketing rights, other commercial rights, marks or other intellectual property of FIFA. The Netherlands agrees that any media, marketing, ticketing or other commercial laws or regulations which interfere with, or impinge upon FIFA's exploitation of the media rights, marketing rights, ticketing rights, and other commercial rights are suspended in respect of the Competition and that FIFA may exploit such rights unfettered in the Netherlands in a manner of its own choosing. FIFA shall, in particular without limitation, have the full and exclusive control over any news access or related rights, and fully control all access and accreditation rights to any official sites.

The Netherlands also represents and guarantees to FIFA that FIFA and each of the entities outlined below shall be permitted unconditionally to conduct business activities in relation to the Events in the Netherlands:

- (i) FIFA / FIFA Subsidiaries;
- (ii) FIFA Confederations and FIFA Member Associations;
- (iii) Hosting Association and LOC;
- (iv) FIFA Service Providers;
- (v) FIFA Host Broadcaster, FIFA Commercial Affiliates and FIFA Contractors; and
- (vi) other FIFA partners and their staff whose activities, services or deliveries are important for the organisation, staging, administering, marketing, rights implementation etc. in connection with the Events.

The entities outlined above shall be entitled, if required, free of charge and on an expedited basis, to register and establish themselves and legally-recognised commercial entities in the Netherlands, to conduct trade and other commercial activities, to lease business premises, to own property (of all kinds), to employ staff, to enter into contracts of any nature and to conduct legal action in the Netherlands against third parties.

## **E. General Undertakings**

The Government Declaration and the Government Guarantees No 1-8 shall be read together and interpreted as a whole. When the meaning, interpretation, scope and intent as set out in Chapter F of Government Guarantee No. 8 differs from or conflicts with a provision in this Guarantee, Chapter F of Government Guarantee No. 8 shall be given absolute priority and will prevail as the only applicable, valid and binding obligation, undertaking, guarantee or assurance by the Government of the Netherlands.

Nothing in this Government Guarantee may lead to or be interpreted as leading to a breach of Constitutional rules and principles or rules and principles of public policy applicable in the Netherlands, such as for example but not limited to the state structure, the separation of powers, the non-discrimination principle and the prevalence of international law.

The Government of the Netherlands represents and guarantees to FIFA and ensures that all special laws, regulations and ordinances necessary to properly fulfil the obligations under this Guarantee have been enacted or shall be enacted and enter into force in due time.

This Guarantee shall be valid and binding as of the date of its execution and shall remain valid and binding regardless of the fact that certain laws, regulations and ordinances will be enacted at a later stage. The necessary legal framework is in place to allow FIFA to impose enforcement of this Government Guarantee. The government of the Netherlands understands that all obligations under this Government Guarantee must be fulfilled and will take all necessary steps to ensure this.

If required, the government of the Netherlands, together with the LOC, will make all necessary arrangements to provide FIFA with an English translation of the relevant laws, regulations, ordinances (including circulars), other legal instruments and practice.

The government of the Netherlands confirm that all relevant correspondence and discussions shall be conducted in English language.

The signatories confirm to be competent to issue this Government Guarantee. Under the laws of the Netherlands, this Government Guarantee is and shall remain binding and valid against the Netherlands and its government and all other relevant authorities and bodies, up to, during and following the Competitions, irrespective of any change in the government of the Netherlands or in its representatives, or any change in the laws and regulations in the Netherlands.

**the Netherlands**