



**Invitation for Bid**  
**FIVB Men's Volleyball Challenger Cup (VCC)**  
-  
**Terms & Conditions**

As at 15 October 2021

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## **SECTION 1 Invitation for Bid (IFB)**

### 1.1 Purpose of the IFB

The purpose of this IFB is to provide Bidders with the opportunity to bid for the rights and obligations, including hosting (Appendix A) and commercial (Appendix B) rights and obligations as well as the legal terms (Appendix C) associated with the organisation of the VCC.

### 1.2 No Volleyball World (VW) Obligation

This IFB is not a tender and does not commit VW in any way to select a Bidder, or to proceed to negotiations for an agreement, or to award any agreement. VW reserves the complete right to, at any time, to amend the process and any deadlines, reject all Bids, and to terminate this IFB process.

### 1.3 Governing terms for IFB

The Bidder herewith accepts and agrees that the present Terms and Conditions (“TnC”), including the Appendices and Schedules, govern the organisation and hosting of the VCC that is the subject of this IFB.

### 1.4 Bidding Deadline

All bids to host the 2022 edition of the VCC must be received by VW at the email address, [event.hosting@volleyball.world](mailto:event.hosting@volleyball.world) , **by no later than 12 PM (noon) Central European Standard Time on 6 December 2021**. All bids received by the deadline are final and can only be revised after the deadline upon VW’s request.

### 1.5 Bidders

This IFB is open to National Federations, Agencies, Organisers, cities and any other third parties interested in participating in the bid process for the Event. By submitting a bid, any prospective bidder represents and warrants that it has the full capacity and authorisation to organise the VCC in the bidder’s proposed host country and city/cities and is aware of the relevant local legislation, governmental requirements and other requirements or restrictions known at the time of the bid necessary to organise the VCC in the bidder’s proposed host country and city/cities.

### 1.6 Multi-Edition Bids

A Bidder may submit a Bid for multiple editions of the VCC. A Bidder can bid for a maximum of three (3) editions of the VCC. The Bidder acknowledges that the VW has the right to revise the TnC for future editions of the VCC in the event of a Multi-Edition Bid, providing in such case an opt-out for the successful Bidder.

### 1.7 National Federation Involvement

Any third party bidder should be aware that the National Federation where said bidder wishes to host the VCC may have commercial or organisational requirements or restrictions for organising an event in said National Federation’s Territory including restrictions deriving from national sponsorship agreements related to the National Federation’s national team. These requirements and restrictions have to be respected by the bidder. Thus, VW strongly encourages the third party bidder to contact the National Federation in the Territory that it wishes to organise the VCC before entering a bid in order to obtain any information related to such requirements and restrictions.

After the deadline, VW reserves the right to disclose the names of the bidders (but not the value, conditions and details of the bids) to the relevant National Federation where a bidder wishes to host the VCC in order to solicit said National Federation’s assessment. The National Federation shall provide

VW with objective reasons – if any - as to why the bidder is not qualified to organise the Event in its Territory within ten (10) days from receiving the list of bidders. VW will consider these reasons as part of its evaluation of the bid.

#### 1.8 Bidder's Expenses

Bidders are solely responsible for their own expenses in preparing and submitting Bids, and for any meetings, negotiations or discussions with VW or its representatives and consultants, relating to or arising from this IFB. VW and its representatives, agents, consultants and advisors will not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Bidder in preparing and submitting a Bid, or participating in negotiations for an Agreement, or other activity related to or arising out of this IFB.

#### 1.9 No Agreement

By submitting a Bid and participating in the process as outlined in this IFB, Bidders expressly agree that no agreement of any kind is formed under or arises from this IFB prior to a formal appointment by VW as described in the IFB and in these TnC, except as otherwise expressly provided under this IFB and notwithstanding the bidder's obligations under this IFB with respect to the bidding process.

#### 1.10 Conflict of Interest

A Bidder shall disclose in its Bid any actual or potential conflicts of interest and existing business relationships it may have with VW, its elected or appointed officials, representatives, member federation officials and representatives or employees. VW shall rely on such disclosure.

#### 1.11 Solicitation of VW Staff and Officials

Bidders and their agents will not contact any member of the FIVB or VW, including staff and elected officials or representatives with respect to this IFB, other than the VW Representative, who will be informed to the Parties, or the VW Evaluation Team at any time prior to the award of an agreement or the cancellation of this IFB.

#### 1.12 Property and Confidentiality

All Bids, supporting documentation and generally Bidder's submissions to VW prior to its appointment become the property of VW and will not be returned to the Bidder. All submissions will be held in confidence by VW unless otherwise required by law.

#### 1.13 Key Persons

The Bidder shall identify up to two (2) key persons that will be committed to be in charge and actively work throughout the project, if the Bidder is selected.

#### 1.14 Evaluation Team

The evaluation of Bids will be undertaken on behalf of VW by the Evaluation Team. The Evaluation Team may consult with others, including FIVB elected officials and staff members, third party consultants and references, VW representatives and event organisers, as the Evaluation Team may in its discretion decide what is required. The Evaluation Team will give a recommendation for the selection of a Bidder or Preferred Bidder(s) to the VW.

#### 1.15 Evaluation Criteria

The Evaluation Team will compare and evaluate all Bids to determine the Bidder's strength and ability to host the VCC, in order to recommend the Bid which is most advantageous to the VW for a final decision. The Evaluation Team will not be limited to any selection criteria. It may consider various criteria that the team identifies as relevant during the evaluation process, such as the presentation of marketing and communications plans, sporting considerations, etc. The Evaluation Team may also consider any additional proposals regarding the organisation of the VCC, including the structure of the

organisation of the VCC. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Bids by comparing one Bidder's Bid to another Bidder's Bid.

#### 1.16 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Bidder with respect to any Bid, and the Bidder shall provide such clarifications or additional information within a reasonable time. The Evaluation Team may make such requests to only selected Bidders. The Evaluation Team may consider such clarifications or additional information in evaluating a Bid.

#### 1.17 Interviews / Inspection visits

The Evaluation Team may, at its discretion, invite some or all of the Bidders to appear before the Evaluation Team to provide clarifications of their Bids. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Bids. In addition, the Evaluation Team may request inspection visits for up to two (2) of its members at the Bidders' costs.

**SECTION 2 AGREEMENT**

2.1 Bid Offer

The Bidder wishes to bid the following in order to organise the VCC:

**Value of Proposal:** Please indicate the amount of the financial proposal you would like to make as part of your Bid:

**Total Financial Proposal (minimum set by VW- flat fee of Three thousand US Dollars (USD 300,000))**

[Redacted]

**Editions:** Please select the editions by clearly marking an “X” next to the relevant editions that will form part of the bid (min. 2022):

- 2022
- 2023
- 2024

**Host Country and Proposed Host City:** The Bidder designates the following country and proposed host city(ies) for the VCC for each edition of the VCC that the Bidder would like to bid for:

[Redacted]

**Additional Terms offered as part of the Bid:**

[Redacted]

**Additional Documentation:** As part of its bid, the Bidder may attach any additional documentation that it wishes the VW Evaluation Team to consider as part of its bid, such as a Marketing and Communication Plan, an overview of the proposed Site and the infrastructure around the Site, Presentation and Entertainment Plan, power points describing its vision of the development of volleyball, etc.

In the event that a party fails to fill in a relevant section of the Bid and such relevant section has a minimum requirement, the party shall be deemed to have bid the minimum.

The Bidder shall tentatively propose one or more host city(ies) as part of its bid; however, it must confirm the final host city for the VCC 2022 by no later than 1 December 2021.

2.2 Bidder’s obligations

The Bidder agrees:

- a. to comply with the Bid and perform all duties and obligations as specified in these TnC and in the Appendices A-C;
- b. to assume the responsibility to organise the VCC for the editions proposed in Clause 2.1 above in the territory designated above, during the time period approved by VW, under the conditions established by VW, these Terms & Conditions and the most recent version of the FIVB Volleyball Sports Regulations, FIVB Volleyball Event Regulations and the Specific Competition Regulations for the Challenger Cup.
- c. to pay to VW the total fee provided for the VCC by no later than 1 March 2022

In the event that a Bidder submits a Multi-Edition Bid, instalments for future editions of the VCC shall be due at the same time as above during the subsequent year(s).

Any payments due to VW under these TnC will be made net of any and all taxes (including any withholding taxes levied at the residence country of the Bidder), and any other deductions required to be made shall be the sole responsibility of the Bidder. Delayed payments will be subject to interest of five percent (5%) per annum.

All payments mentioned herein shall be paid to the following bank account of the VW:

**Account holder:**

VW VOLLEYBALL WORLD SA  
C/O CHATEAU LES TOURELLES  
CHEMIN EDOUARD-SANDOZ 2 -4  
1006 LAUSANNE

**IBAN (e-banking format):**

CH8200767000Z55109738

**Address of your bank:**

Banque Cantonale Vaudoise  
Place St-François 14, CP 300  
1002 Lausanne

**Clearing No.:**

767

**SWIFT/BIC:**

BCVLCH2LXXX

**CCP:**

10-725-4

Furthermore, in exercising its rights and performing its obligations under these TnC, the Bidder shall comply fully with all Applicable Laws, the FIVB Regulations as applicable from time to time and any relevant guidelines and/or instructions issued by or on behalf of VW from time to time. Without limitation to the foregoing, the Bidder shall ensure that it does not use any of the rights granted herein in a manner which in the reasonable opinion of the VW is prejudicial to the sport of Volleyball, to the FIVB, VW or to the VCC and that it does not cause FIVB, VW or any of its national federations or VW contractual partners (including without limitation sponsors, suppliers, broadcasters etc.) to breach any Applicable Laws. Upon any request from VW, the Bidder shall provide to the VW (at the Bidder's cost) reasonable evidence that any of its actions in implementing its rights hereunder shall not cause any such breach. The Bidder shall accurately report all financial information related to revenues and costs for the VCC to the VW. The VW reserves the right to request proof of any financial representations made by the Bidder and/or additional financial protections in its sole discretion in whatever form,

including but not limited to, the Bidder's financial records related to the organisation of the VCC or an independent audit of the Bidder's financial records related to the organisation of the VCC.

### 2.3 Binding effect in the event of a successful bid

By signing below, the Bidder acknowledges that it has reviewed the TnC and agrees to be bound by these TnC in organising and hosting the VCC in the event of a successful bid.

### 2.4 Applicable law and dispute resolution clause

This IFB shall be construed in accordance with the FIVB Constitution and Regulations and shall be governed by the Laws of Switzerland without regard to its conflict of law rules.

Any dispute arising from or related to the IFB and the bidding process must be negotiated in good faith by the Parties. If the Bidder and the VW are unable to conciliate after thirty (30) days from notification of the start of the conciliation, the dispute can be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and resolved definitively by a panel of three arbitrators in accordance with the Code of Sports-related Arbitration in force at the time of the notification. The language of the arbitration will be English.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorised officers or representatives on the day and year of its signature by VW.

Date/Place \_\_\_\_\_

Date/Place \_\_\_\_\_

**For the Bidder**

**For VW**

Name: \_\_\_\_\_

Mr. Finn Taylor

Capacity: \_\_\_\_\_

CEO

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_



# FIVB MEN'S VOLLEYBALL CHALLENGER CUP

## Terms & Conditions for Organising the VCC

### APPENDIX A – HOSTING TERMS

#### 1. GENERAL UNDERTAKINGS

- 1.1 The **ORGANISER**<sup>1</sup> shall exercise the rights and obligation set forth in this Appendix A in accordance with the **VCC** calendar during the time period approved by **VW** and in accordance and full compliance with the terms and conditions established by **VW** in the **FIVB EVENT REGULATIONS**, the **FIVB COMPETITION REGULATIONS**, the **FIVB** Sports Events Council decisions, any Marketing Guidelines provided in addition to these **TERMS AND CONDITIONS**.
- 1.2 The **ORGANISER** hereby recognises that **VW** has established the **VCC** to be held with the participation of the world's great national men's volleyball teams, for potential qualification to the Volleyball Nations League. The **VCC** is placed under the exclusive authority of the **VW** and, subject to this Appendix B, all rights related to the **VCC** are and remain the sole property of the **VW**.
- 1.3 The **ORGANISER** must establish an **ORGANISING COMMITTEE** to be responsible for the administration of the organisation, preparation, staging, and winding up of the **VCC** in accordance with the **FIVB EVENT REGULATIONS** and the **FIVB COMPETITIONS REGULATIONS**. The **ORGANISER** shall provide **VW** with the Organising Committee's structure within thirty (30) days of the confirmation of **VW**'s acceptance of the **ORGANISER**'s bid. The **ORGANISER** shall ensure that the Organising Committee is structured in accordance with the relevant provisions of the **FIVB EVENT REGULATIONS**. The establishment of an Organising Committee shall be a material obligation for the **ORGANISER** under this **AGREEMENT**.
- 1.3.1 In the event that the **OC** is a separate legal entity from the **ORGANISER**, the **ORGANISER** shall ensure that the **OC** is jointly and severally liable towards **VW** with respect to all obligations undertaken by the **ORGANISER** under this **AGREEMENT**. The **ORGANISER** shall provide **VW** with a respective confirmation of the **OC** in writing.
- 1.4 The **ORGANISER** shall undertake the following rights and duties:
- To be delegated trustee of the **VCC** in its **TERRITORY** as stated in Section I of the **FIVB EVENT REGULATIONS**;
  - To be granted both the powers and duties as specified in Section II of the **FIVB EVENT REGULATIONS**; and
  - To perform its duties in accordance with the instructions given by the **VW** Volleyball Events Director and, as provided for in the **FIVB COMPETITION REGULATIONS**, the **FIVB** Volleyball Council decisions as well as the **FIVB EVENT REGULATIONS**.
- 1.5 The **ORGANISER** declares that it has sufficient financial capacity necessary to properly organise the **VCC** in accordance with this **AGREEMENT**. **VW** reserves the right to request proof of the **ORGANISER**'s financial capacity and/or additional financial protections in its sole discretion in

<sup>1</sup> All terms in bold are defined in the "Definitions" section of Appendix D.

whatever form, including but not limited to, the **ORGANISER**'s financial records related to the organisation of the **VCC**, an independent audit of the **ORGANISER**'s financial records related to the organisation of the **VCC** or a guarantee from a bank or other reputable financial institution or governmental authority.

## 2. COMPETITION FORMULA

2.1. The **VCC** shall be held from 27-31 JULY 2022 and will be played by six teams as follows:

2.1.1. In the event that the **VCC** is organised in the **TERRITORY** of a national team that participated in the **QUALIFICATION ROUND** (if held in respective Continental Confederation territory) of the **VCC**: the national team of the National Federation hosting the **TOURNAMENT** plus the top ranked teams not yet qualified to the Volleyball Nations League as per the Senior World Ranking for National Teams on 31 MARCH 2022 per Continental Confederation (s) as follows:

- top ranked team from CAVB,
- top ranked team from NORCECA,
- top ranked team from AVC and CSV combined, and
- the two CEV finalists of the **QUALIFICATION**.

2.1.2. In the event that the **VCC** is organised in the **TERRITORY** of a national team that did not participate in the **QUALIFICATION ROUND** (if held in respective Continental Confederation territory) of the **VCC**: the top ranked teams as per the Senior World Ranking for National Teams on 31 MARCH 2022 from each Confederation(s) plus the finalist from the CEV **QUALIFICATION ROUND**.

2.2. The Competition Format will feature ten (10) matches organised as follows:

- 2.2.1. Two groups of three teams will play the teams in their own group over three (3) days. One match per group per day.
- 2.2.2. The two first ranked teams of each group will play the second ranked team from the other group in a semifinals match.
- 2.2.3. The winners of the semifinals play for first place and the losers of the semifinals play for third place.

2.3. Promotion – Relegation:

2.3.1. The winner of the **VCC** shall be promoted to the VW Volleyball Nations League and replace the lowest-ranked **CHALLENGER TEAM**.

## 3. GRANT OF RIGHTS

The parties acknowledge that the **VW** is the exclusive owner of the **VCC** and, in its position as exclusive owner of all rights related to the **VCC**, hereby grants the following rights to the **ORGANISER**:

- 3.1. the exclusive non-transferable right to organise and stage the **VCC** in the **TERRITORY** during the **TERM** according to the terms established by the **FIVB EVENT REGULATIONS**, **FIVB COMPETITION REGULATIONS**, and these **TERMS AND CONDITIONS** during the **TERM**.
- 3.2. if the **ORGANISER**'s national team competed in the **QUALIFICATION ROUND**, the right to have the **ORGANISER**'s national team participate in the **VCC** according to the terms regarding sporting merit established by **VW** in the **FIVB SPORTS REGULATIONS**, the **FIVB EVENT**

**REGULATIONS**, the **FIVB COMPETITION REGULATIONS**, the **FIVB** Sports Events Council decisions and this Appendix A.

- 3.3. the right to use the Volleyball Information System (VIS) provided by the **VW** for the prompt distribution of team participation, event's ranking, world ranking, results, bulletins, etc.
- 3.4. the right to organize kids' camps and other programs design to promote the sport of volleyball and foster corporate goodwill.
- 3.5. the right to benefit from visibility on the **EVENT** website created by **VW** for the **EVENT** and with tourist information.

#### **4. OBLIGATIONS OF THE VW**

**VW** undertakes to:

- 4.1. determine the competition schedule taking into account the needs of the **VW TV COORDINATION AGENCY**, the **ORGANISER**, the **DB** and the **INTERNATIONAL BROADCASTERS**.
- 4.2. to assign the best available FIVB officials and **VW** delegates to ensure the smooth running of the **VCC**, as well as implement officials' training program.
- 4.3. pay the international travel for the participating teams..
- 4.4. pay its share of the per diem for the **FIVB** officials and referees participating in the **VCC**.
- 4.5. cover all costs linked to the design (NOT the cost for production and installment, this is obligation of the **ORGANISER**) of the full branding of the venue (inside and outside competition hall).
- 4.6. provide the **VCS** through its supplier as well as pay the international and local transportation costs of the **VCS** equipment, the international and domestic airfare of the technicians operating the **VCS**, and a portion of the service fee paid to the **VCS** supplier.
- 4.7. promote the **VCC** internationally through all available communication means (including the **VW** website and social media) used by the **VW** Digital Department.
- 4.8. create, develop and control the website for the **VCC**, which shall have an volleyballworld.com and volleyball.world domain name, and its content (e.g: <https://en.volleyballworld.com/en/volleyball/challengercup/2022>).
- 4.9. include the information and pictures related to the **VCC** in the **VW** publications (final report, VCC previews, video highlights, clips, etc.).
- 4.10. decide upon all other matters in relation to the **VCC** and its program, to the extent they are not regulated in the present **AGREEMENT** or in the FIVB **EVENT REGULATIONS**.

- 4.11. guarantee the production of the **DOMESTIC FEED** and **INTERNATIONAL FEED** of the **VCC** and all other broadcast obligations through a company designated by **VW**.

## 5. ORGANISATIONAL MATTERS

The **ORGANISER** shall:

- 5.1. comply with the match timetable drawn up by **VW**, taking into account the needs of the **INTERNATIONAL BROADCASTERS**, the presence of the local public and the recommendations laid down for the players by the **FIVB** Medical Commission.
- 5.2. submit to **VW** the VCC official forms and local government guarantees before the deadline fixed by the **FIVB** Volleyball Council. The **ORGANISER** shall work with government authorities and its national sports governing bodies to timely issue visas for the participating teams, **FIVB** officials and referees, as well as custom facilities for equipment and all necessary security measures.
- 5.3. complete the questionnaire on the **HOST CITY** in the online database, detailing the city's infrastructure, communication possibilities, venues and hotels, signed by the city's government or sports authority and the **ORGANISER** by no later than 31 December 2021 for the 2022 edition and at least one (1) year before the start of each subsequent edition of the **VCC** for future editions of the **VCC**. The **HOST CITY** shall be a volleyball relevant city in the **TERRITORY**. Regarding the venue, the **ORGANISER** shall provide all of the technical information, including dimensions, lighting system, layout, available technology details, VIP facilities and amenities services of the venue. The final venue shall be approved by **VW**. The venues must also adhere as closely as possible to the following requirements (any difference(s) must be submitted to the **VW** for approval):

### PLAYING COURT:

Capacity (min):	3,000	Seats
Dimensions:	21 x 35	Meters
Height:	12.5	Meters
Lighting:	2,000	Lux over Playing court
	1,000	Lux over spectators

- 5.4. provide and cover all competition venue arrangements, full technological support and charges linked to it at least five (5) days before the start of the **VCC**, in particular (without limitation):
- Hiring and preparation of the competition venues, including two warming-up areas and the installation of temporary spectator stands, wherever required;
  - All working areas and maintenance staff needed. The **ORGANISER** shall provide proper working facilities, including a dedicated LAN internet connection, at the competition venue and the official hotel to support the **VW**'s working activities, which shall include one (1) laptop (or word processor) with one (1) printer with photocopier function, high Speed WiFi internet; and any other necessary equipment and furniture that is required;
  - VIP hospitality room, decoration and catering. The **ORGANISER** shall guarantee corporate and commercial hospitality for VIPs of highest level in accordance with the standards established by **VW** and of a quality befitting the highest level of international competitions. The **ORGANISER** shall provide access to **VW** and the **VW COMMERCIAL AFFILIATES** in accordance with Clause 3.6.3 of Appendix B;

- Upon **VW's** request, the **ORGANISER** shall provide one of the best location/space available for a potential **VW** hospitality, free of charge, and **VW** shall cover all operational costs to decorate and host the **VW** hospitality. **VW** shall confirm the use of the space at least two (2) months before the start of the **VCC**. In the event that the **VW** fails to confirm its use of the space within the deadline, **ORGANISER** will be free to use the available location(s);
    - d. Equipment and furniture for the press working and telecommunications areas, cafeterias and lounge, as well as decoration and sound equipment for the interview rooms;
    - e. The branding of the main venue, including production, installation, maintenance, dismantling and recycling of the material in accordance with the **BRANDING KIT**, and rules set by **VW** for the **VCC**. The measurements and plans of the main hall which shall be submitted to the **VW** at least five (5) months before the start of the **VCC**. For the sake of clarity, **VW** will be responsible of the entire design and artwork of the **VCC'** look whereas **ORGANISER** will be taking care of the production and instalment;
    - f. At least one (1) LED giant screen in the venue in accordance with the technical requirements as provided by **VW**;
    - g. Facilities and local accommodation costs as required in the technical requirements for volleyball, including, but not limited to Operations area, court requirements, automation requirements and TV broadcast requirements and all of the related costs in the **TERRITORY**;
    - h. all the related costs of the **VCS** in the **TERRITORY** (i.e. installation, local accommodation and travel costs for up to three (3) technicians running the **VCS**, etc.) as well as a portion of the service fee designated by the **VW**. In the event that **VW** finds a sponsor for the **VCS**, then **ORGANISER** shall only have to cover local accommodation and travel costs for up to three (3) technicians.
    - i. Any computer, tablets, score boxes, referee communication material and any future material as **VW** deems necessary for the smooth running of the matches and the **VCC** in general;
    - j. The entertainment activities in accordance with the Sport Presentation and Entertainment Plan described in Clause 5.14 below;
    - k. Sound and light system (approved by **VW** or the **VW TV COORDINATION AGENCY** and as necessary for the HD TV production in accordance with specifications provided by **VW**);
    - l. High-speed WiFi access at the competition venue (at least four [4] different networks) [Minimum of 30mpbs per network upload and download speed];
    - m. Security at the competition venue and non-competition venues;
    - n. DJ and MC (announcer);
    - o. A backup electronic power generator in case of power failure;
    - p. Reasonable technological upgrades in the event of Multi-Edition Bids.
- 5.5. submit the specifications for the venue lighting, LED boards, giant screens and scoreboards to **VW** or its external advisor for **VW's** approval to ensure it complies with the technical requirements provided by **VW** by no later than 31 December 2021 for the 2022 edition and at least one (1) year before the start of each subsequent edition of the **VCC** for future editions of the **VCC**. This is a material term for the approval of the venue.
- 5.6. organise the welcome, four-star accommodation (single rooms), local transportation to/from the airport and during the stay, airport departure taxes and its share of the per diems in accordance with the **FIVB** Financial Regulations for all **FIVB** designated officials including referees, control committee members, technical or administrative delegates and staff of the **VW TV COORDINATION AGENCY** in accordance with the relevant provisions of the **FIVB EVENT**

**REGULATIONS** and the **FIVB COMPETITION REGULATIONS**. The specific titles and roles of the **VW** officials will be provided at least four (4) months before each edition of the **VCC**.

- 5.7. make arrangements and bear the costs for welcome, local transportation and farewell party for all participating teams and VW designated officials.
- 5.8. pay for airport tax for all participating teams and VW designated officials. If Applicable.
- 5.9. arrange for and bear the costs of five-star hotel accommodation (where not available, the most prestigious in the area) for each team delegation of twenty-two (22) members, which shall consist of fourteen (14) players and six (6) coaches and/or officials plus two (2) local assistants (interpreter and guide) in accordance with the relevant provisions of the **FIVB EVENT REGULATIONS** and the **FIVB COMPETITION REGULATIONS**:
  - a. four (4) single rooms, seven (7) double rooms if the participating teams travel with twelve (12) players or eight (8) double rooms if the participating teams travel with more than twelve (12) players and
  - b. three (3) buffet style meals and one (1) snack for each participant.
- 5.10. provide a ticket sales programme at least six (6) months prior to the **VCC** for **VW** approval.
- 5.11. pay for the cost of printing all entrance tickets, local promotional material and official programs (in accordance with Annex E of the **FIVB EVENT REGULATIONS**) for the **VCC**. The **ORGANISER** must exclusively use the design layouts (for promotional material and tickets) provided for by **VW**.
- 5.12. guarantee a minimum occupancy of 60 percent of the competition hall seating capacity. This is a material term of this agreement, which will be evaluated as part of the organisation of the **VCC**.
- 5.13. The **ORGANISER** shall develop **HOST CITY** branding in accordance with the **BRAND GUIDELINES**, including promotional activities such as but not limited to:
  - dressing at the most frequented locations of the **HOST CITY**;
  - public transportation dressing;
  - etc.

For the sake of clarity, the **ORGANISER** shall obtain all necessary authorizations from the **HOST CITY** competent authorities.

- 5.14. submit a Sports Presentation and Entertainment Plan to the **VW** no later than three (3) months before the start of the **VCC** for approval in accordance with the **VCC** running order and official protocols. The **ORGANISER** shall cover all the costs and expenses related to the professional public announcers, DJs, performers/entertainers and musicians. The entertainment plan shall cater to the community and the fans at the stadium and has to be in line with the **VW** requirements.
- 5.15. use LED advertising boards to be placed around the playing area (according to the Appendix B – Schedule 1 & 3) in accordance with the technical specifications provided by the **VW** and pay for the international transportation and any tax or charge for the setup of the **VW** - and **VW COMMERCIAL AFFILIATE** - LED system in the **SITE**.

- 5.16. provide a round-the-clock medical assistance for the teams, **FIVB** referees, **FIVB** Officials and **FIVB** and **VW** Staff (first aid, illness, any accidents, injuries, etc.).
- 5.17. provide a sufficient area and facilities to allow the **FIVB**, or third parties designated by the **VW**, to conduct doping control and sample collection in accordance with the **FIVB** Anti-Doping and Medical Regulations. This area shall be separate from the medical facilities provided in Clause 5.16 above. Additionally, if requested by the **FIVB** at least three (3) months before the **VCC**, the **ORGANISER** shall provide the **FIVB** with space in the event to conduct anti-doping education programmes.
- 5.18. bear all costs in relation to the provision of any necessary service for the **VCC** – as deemed by **VW** – such as:
  - a. Recruited team interpreters, who speak the teams' languages, plus one (1) English interpreter, especially for press interviews at the stadiums;
  - b. Manpower for the organisation (all staff and volunteers). The organisational chart shall include the following functions: a Supervisor, an Event Manager, Sports Presentation Manager and Community Manager;
  - c. Mobile phones for the **VW** Supervisor and **VW** Event Manager, including a prepaid card allowing a minimum of twelve (12) hours of national talk-time.
  - d. Teams' laundry expenses, namely two sets of game shirts, training outfits, shorts and socks, per day for the period of the **MATCHES**;
  - e. Access to a workout room for each team, which shall include weightlifting and fitness equipment of a quality that is sufficient for a world class athlete;
  - f. Provision for contractual partners, including manufacturers of the advertising panels, television staff and television rights holder with a reasonable quantity of access accreditations for each **MATCH**. Each accreditation shall allow appropriate access to special service zones as well as to particular areas, such as press or television centres;
  - g. To make available for the **VW TV COORDINATION AGENCY** staff an internet connection and a telephone and provide any assistance or equipment required.
- 5.19. provide any necessary assistance and equipment (e.g. audio communication system) to the **VW** Event Manager and other **VW** staff regarding the sports presentation elements of the **VCC**, which shall be controlled by **VW**.
- 5.20. provide a media plan at least four (4) months prior to the **VCC** for **VW** approval.
- 5.21. make all necessary arrangements and expenditure for media:
  - a. to provide top quality working facilities with free high-speed Internet connections (at least 2), telephone and fax installation for Media, **VW** Supervisor and **VW** Event Manager use, and transmission costs for all press releases and VIS information, including direct link with the **VW**, on those sites for the following parties preparing reports, articles, programmes, and so forth, for the **VCC**:
    - Local mass media;
    - International press agencies; and
    - Other event organisers.
  - b. to use the **VW** Accreditation System for receiving and approving or rejecting media requests for accreditation and informing which media are present onsite.
  - c. to set up a specific media tribune has to be set up and fully equipped outside of camera view and the mixed zone has to be protected and located outside of the field of play in order to avoid any noise disturbances.
  - d. to hire a professional photographer who must provide local newspapers with a minimum

- of six (6) photos per day (including team and action photos), in addition to providing twenty-four (24) photos (not including the team photo) per match to the **VW** for use on its website (in coordination with the **VW** Communications Department). The photos must meet the standards set for in the Media Guidelines; and
- e. to issue press releases for the international press
- Compile an international press phone and email list; and
  - Send out results internationally from each **HOST CITY**.
- 5.22. develop and pay the expenses for a professional local Marketing, Promotion and Public Relations Plan for the **VCC** in accordance with Article 74.4 of the **FIVB EVENT REGULATIONS**, which shall be submitted three (3) months prior to the **VCC** for **VW** approval. In particular:
- 5.22.1. to take the necessary measures in order to attract the attention of the local mass media in general and those that are in charge of Volleyball, produce press releases, use social media in order to promote the **VCC** (Twitter, Facebook, etc.) and use press releases prepared by **VW** for distribution;
- 5.23. designate an area and provide all necessary assistance (if requested by the **VW**) to company designated by **VW** to produce the **DOMESTIC FEED** and **INTERNATIONAL FEED**. The company designated to produce the **DOMESTIC FEED** and **INTERNATIONAL FEED** shall cover all onsite costs related to the implementation of its services, which the **ORGANISER** shall offer at market price in accordance with a rate card.
- 5.24. designate an area and provide all necessary assistance (if requested by **VW**) for **VW** Official Betting Service provider. The **VW** Official Betting Service provider shall cover all onsite costs related to the implementation of its services, which the **ORGANISER** shall offer at market price in accordance with a rate card.
- 5.25. pay all penalties issued by **VW** in accordance with this **AGREEMENT** and the **VW** Disciplinary Regulations incurred for undue delay in providing documents, information or data necessary to the successful organisation of the **VCC**.
- 5.26. bear the necessary insurance costs in order to cover the **ORGANISER's** civil liability as well as the risk of loss resulting from causes outside the **VW's** or **ORGANISER's** control and/or in circumstances not imputable to either as part of organising the **VCC**. The **ORGANISER** must present the signed insurance policy contract, naming **VW** as an additional insured under the insurance policy, for the **VCC** at least sixty (60) days before its starting day. In case of non-compliance with this provision, the **ORGANISER** will compensate the **VW** for any and all liability and/or damages incurred resulting from the abovementioned causes.



# FIVB MEN'S VOLLEYBALL CHALLENGER CUP

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## Terms & Conditions for Organising the VCC

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### APPENDIX B – COMMERCIAL TERMS

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#### 1. BASIC PRINCIPLES

- 1.1 **VW** is the sole owner of the **VCC** and of all rights of advertising/publicity rights, **MEDIA RIGHTS**, and any other commercial rights in relation to the **VCC**.
- 1.2 **VW** is also the sole owner of the **MARKS** and in general all **FIVB** and **VW**'s names, logos, brands, music, mascots, medals, plaques and trophies.
- 1.3 All rights to the fixture list, as well as any data and statistics collected by **VW** (including databases in which such data is stored) in relation to the games of, and players' participation in, the **VCC** are the sole and exclusive property of **VW**. No tickets or accreditation may be used by anyone in order to gain access to a venue of the **VCC** for the purposes of collecting or gathering such data, and such activities are expressly prohibited. The **ORGANISER** undertakes the responsibility to implement and enforce **VW**'s rights through the appropriate means, including in the tickets' terms of use. The foregoing prohibition does not apply to the participating National Federations, subject to any and all such data collected being used solely for the purposes of instructing their team, players and officials and expressly excluding any other exploitation or use whatsoever.
- 1.4 The **VW** is solely authorized to grant commercial, promotional and licensing rights to the **VCC** such as, but not limited to the following:
  - 1.4.1 Association rights through official titles such as "Partner", "Sponsor", "Supplier", etc., linked to the **VCC**.
  - 1.4.2 Promotional rights for (stands for) sale, demonstrations or exhibitions inside or outside of the **SITE** (including the press centres) and through digital platforms or technologies, such as the **VCC** website, **VCC** app and **VCS**. Said digital platforms shall be exploited and managed exclusively by the **VW**.
  - 1.4.3 Right to sell any **MERCHANDISING** or other products at **SITES** and other official venues.
  - 1.4.4 Licences for the use of the **MARKS** (including emblem, logo, designation, name, title) of the **TOURNAMENT**, including the right to use the **MARKS** on **MERCHANDISING**.
  - 1.4.5 Advertising rights by placing or using static, dynamic or sound advertising/publicity in or around the **SITE**.
  - 1.4.6 All **MEDIA RIGHTS** arising from or in connection with the **VCC**, which shall be fully retained by the **VW**.
  - 1.4.7 **VW** shall reserve the right to approve all **ORGANISER COMMERCIAL AFFILIATES** according to International practices, such approval not to be unreasonable withheld.

## 2. ORGANISER RIGHTS

The **VW**, in its position as exclusive owner of all rights related to the **VCC**, hereby grants the following rights to the **ORGANISER**:

2.1 The right to use the official titles, including the **VCC TITLE**, as chosen by **VW**. For the avoidance of doubt, the **ORGANISER** shall not have the right to obtain any title sponsorship for either the **VCC**. Such rights shall remain exclusively with the **VW**. The **VCC TITLE** shall be used by all stakeholders to refer to the **VCC** in a proper and official manner as follows:

2.1.1 "FIVB VOLLEYBALL CHALLENGER CUP [YEAR]<sup>TM</sup>" or

2.1.2 in the event of a **TITLE** sponsor, "[**TITLE** sponsor] FIVBVOLLEYBALL CHALLENGER CUP [YEAR]<sup>TM</sup>" or

2.1.3 in the event of a presenting sponsor, "FIVB VOLLEYBALL CHALLENGER CUP [YEAR]<sup>TM</sup> presented by [presenting sponsor]".

The **ORGANISER** and the **HOST CITY** shall use the official **VCC TITLE** in all public statements and communications in order to ensure consistency across all **HOST CITIES** and countries.

2.2 The right to conduct a bidding process for the **HOST CITY** of the **VCC**, award the **HOST CITY** designation for the **VCC**, and retain all revenue derived therefrom provided that the venue of the **HOST CITY** meets the physical, technical and technological requirements provided by **VW**.

2.2.1 The **HOST CITY** designation is the official title which describes the status of the city in relation to the **VCC** as follows:

(a) "FIVB VOLLEYBALL CHALLENGER CUP Host City [YEAR]";

(b) "Host City [*Name of HOST CITY*]".

2.2.2 The **ORGANISER** and the **HOST CITY** may use the official **VCC TITLE**, the **VCC** logos and the **HOST CITY** designation only:

(a) for editorial purposes in non-commercial articles about the **VCC** (no approval needed by **VW**);

(b) as part of the Marketing, Branding and Promotional material (approval required by **VW**) and always in accordance with the **BRANDING KIT**

2.3 the right to solicit entities for grant of commercial rights defined herein for the **VCC** in the **TERRITORY** as **ORGANISER COMMERCIAL AFFILIATES** and retain all revenues derived therefrom with respect to product categories which are not **RESERVED CATEGORIES** provided that:

2.3.1 such exploitation is always in accordance with the terms of this **AGREEMENT**, the **FIVB EVENT REGULATIONS** and the **FIVB COMPETITION REGULATIONS**;

2.3.2 such **ORGANISER COMMERCIAL AFFILIATES** are not competitors – directly or indirectly, as determined by **VW** – of the **VW COMMERCIAL AFFILIATES**;

2.3.3 **VW** reserves the right to approve all **ORGANISER COMMERCIAL AFFILIATES** according to International practices, such approval not to be unreasonable withheld.

- 2.3.4 **VW** remains the sole and exclusive owner of the commercialization of rights for the **RESERVED CATEGORIES** and that the **ORGANISER** is NOT allowed to enter into an agreement relating to the **VCC** with a sponsor within the **RESERVED CATEGORIES** during the **TERM**. In the event that the **VW** obtains a commercial sponsor in a different category than the **RESERVED CATEGORIES** before the acceptance of this **AGREEMENT**, said category shall automatically become a **RESERVED CATEGORY**, which **VW** shall inform the **ORGANISER** about prior to the acceptance of this **AGREEMENT**. Upon request by the **ORGANISER**, **VW** may, in its sole discretion, choose to release one or more of the **RESERVED CATEGORIES** to the **ORGANISER** for the **ORGANISER'S** commercial exploitation within ten (10) business days of said request.
- 2.3.5 In any event, and for the sake of clarity, no publicity:
- (a) for strong Alcohol (spirits), Pornography and Tobacco; and/or
  - (b) which could be – in **VW's** opinion – prejudicial to any ethnic, religious or political group is permitted.
- 2.3.6 An **ORGANISER COMMERCIAL AFFILIATE** cannot be guaranteed worldwide product category exclusivity and the same product category may be sold by one or more National Federations for use limited to their respective country. The **ORGANISER** and **VW** shall keep each other informed of every sponsor contacted and on the progress of negotiations in order to avoid conflicting interests. In the event of a conflict of interest, **VW** shall decide on a "first come, first served" basis.
- 2.3.7 Should **VW** have the opportunity to enter into an agreement with an **VW COMMERCIAL AFFILIATE** outside its **RESERVED CATEGORIES**, **VW**, if interested in such an opportunity, may request the **ORGANISER** to disclose its existing contract(s) or documentation proving negotiations in order to implement a buy-out policy to be agreed by the parties.
- 2.4 the right to commercially exploit advertising spaces as specified in the attached Court Layout (see Schedule 1) as well as to receive 100% of the fee paid by **ORGANISER COMMERCIAL AFFILIATES** for such advertising. For the sake of clarity and in accordance with the Commercial Inventory and Rights Exploitation Plan (see Schedules 2 and 3) and LED Guidelines (see Schedule 4), the percentage of advertising time on the courtside LED boards will be split 30 percent to the **ORGANISER** and 70 percent to **VW**, excluding the time used for sports presentation, challenges and the **VCC LOGO** and **HOST CITY** name or logo static boards, which shall only impact specifically defined boards, and giant screens will be split 50 percent to the **ORGANISER** and 50 percent to **VW**, excluding the time used for sports presentation (including but not limiting to live feed, challenges and major fan engagement activities). It is understood that camera-facing LED boards, and specifically LED boards no. \_\_\_\_\_ as specified in Schedule 1 - Technical Court Layout, shall be fully reserved to **VW** advertising.
- 2.4.1 **ORGANISER** has a right to run two (2) non-commercial, promotional or charity messages on the LED boards in addition to the overall advertising time in accordance with the Running Order found in LED Guidelines. Two (2) messages will be also run by the **VW**.
- 2.5 the right to sell or license a third party to provide concession services, such as food and beverage, and retain all revenue derived therefrom subject to **FIVB EVENT REGULATIONS**, the **FIVB COMPETITION REGULATIONS**, and the local law of the **TERRITORY**. The **ORGANISER** nor

any third party licensed by the **ORGANISER** shall be allowed to sell any spirits or tobacco at the **SITES** unless approved in writing by **VW**.

- 2.6 the right to sell admission tickets to the **VCC** through a digital e-ticket system and to retain any revenue derived therefrom (100% of ticketing: VIP and general grand stand). The Organiser shall ensure that, to the fullest extent permitted by applicable laws and GDPR specifically, all users' data collected and processed as well as all users' databases created, by or on behalf of the Organiser in relation to spectator experience and ticketing can be used free of charge and without any requirement of further consent or authorisation by **VW** (or third parties authorized by **VW**), for the promotion of the **VCC**, including after the completion of the **VCC**. The Organiser shall coordinate with **VW** and take all necessary measures to that effect, including in particular submit to **VW** for prior approval all relevant privacy policies, terms of use or similar contractual terms.
- 2.7 the right to set up, sell and deliver commercial hospitality packages at the **SITES** as required in and in addition to those required under this **AGREEMENT** and retain any revenue derived therefrom provided that such packages are granted to **VW** and **VW COMMERCIAL AFFILIATES** at a special rate and are subject to the Hospitality Guidelines issued by **VW**. Notwithstanding the above, **VW** retains the right to appoint third parties hospitality providers.
- 2.8 the right to charge for parking and retain any revenue derived for the **VCC**.
- 2.9 Any exploitation of licensing and/or merchandising rights physically at the **SITES** of the **VCC** and/or through digital platforms, such as internet, mobile, etc., including within the **TERRITORY**, shall be exclusively reserved for the **VW**. For the avoidance of doubt, all licensing and merchandising rights outside of the **TERRITORY** shall also remain with **VW**. Notwithstanding clause 2.9 herein, at **VW** sole discretion and subject to **VW's** prior written approval, the **ORGANISER** may exceptionally be granted the exclusive license to sell merchandise physically at the **SITES** for the **EVENT** within the **TERRITORY**. Each and all sales items shall be priorly submitted to **VW** for written approval.
- 2.10 The **ORGANISER** will exercise its rights and perform its obligations in accordance with this **AGREEMENT** and the **FIVB EVENT REGULATIONS** in relation to the commercial aspects of the **VCC**.
- 2.11 The **VW** reserves for itself the right to coordinate all exploitation of TV, marketing, licensing, commercial and promotional rights, including all of the **MEDIA RIGHTS** related to the **VCC**, and, in general, any right that could be the object of a license concerning the **VCC**, except those rights expressly granted to **ORGANISER** by this **AGREEMENT**.

### **3. ORGANISER OBLIGATIONS**

The **ORGANISER** agrees to the following commercial obligations:

- 3.1 to provide all necessary services, unless the **VW** otherwise obtains a supplier to provide said services, related to the implementation of commercial rights at the **VCC** including, without limitation:
  - 3.1.1 the acquisition, installation and operation of the courtside electronic (LED) system, which shall be operated in conformity with the Court Layout and the **VW** LED Guidelines. The LED system must satisfy the technical requirements provided by **VW** and be approved by **VW** at least three (3) months prior to the **VCC**. The production of

LED panels graphics for **ORGANISER COMMERCIAL AFFILIATES** is the direct responsibility of the **ORGANISER**. The production of LED panels graphics shall be in accordance with the **LED Guidelines** and shall be sent to **VW** for approval.

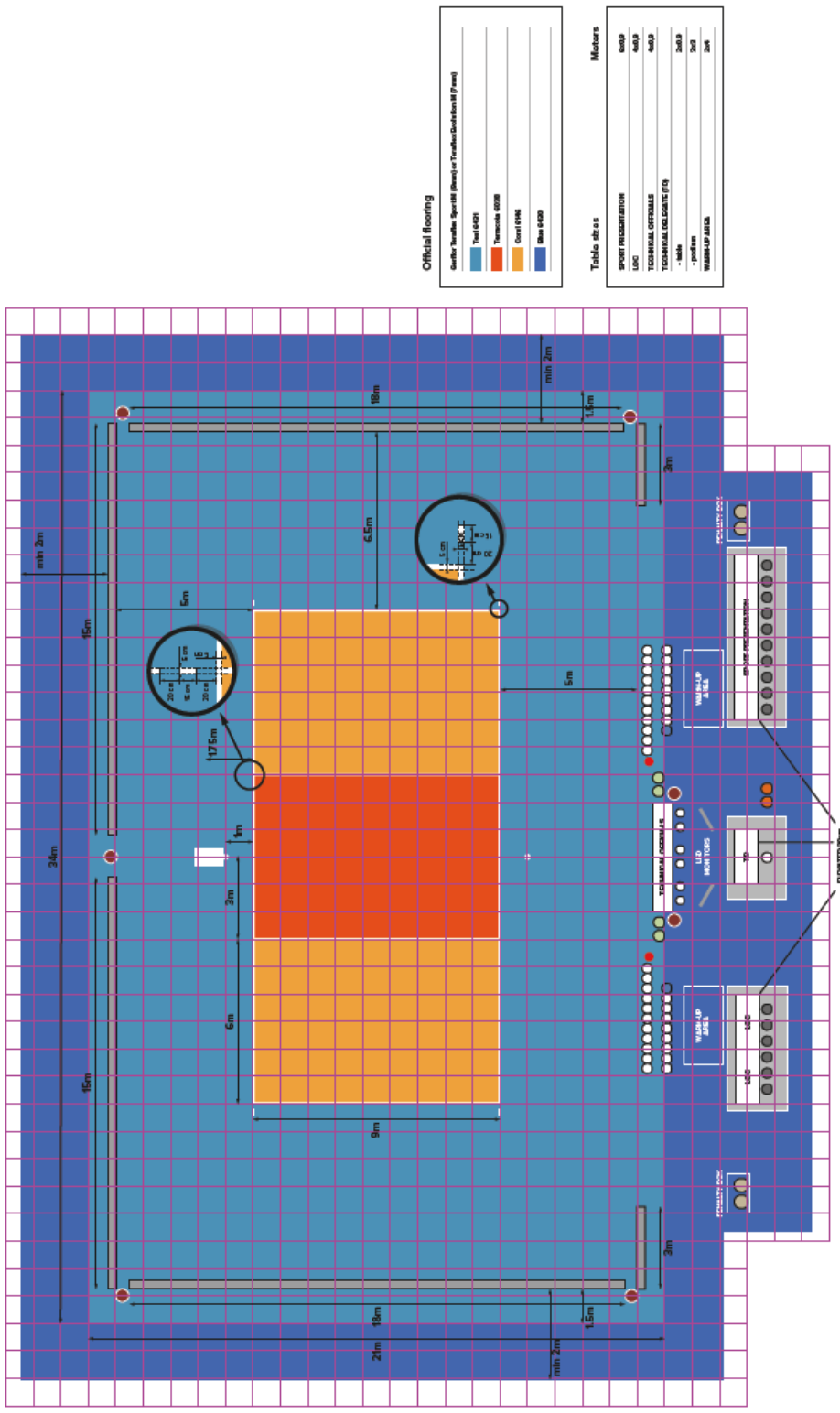
(a) On-court LED advertising position of the **VW COMMERCIAL AFFILIATES** (see Clause 2.4 above) has to be maintained in the competition venue with exclusivity for said sponsors' product categories. Production of these LED boards and giant screens graphics will be done by **VW**.

- 3.1.2 Personnel for maintaining advertising panels and banners in place inside the stadium, the implementation of which shall be overseen and checked by the **VW Event Manager** and
- 3.1.3 In the event of a failure of the LED system for any reason whatsoever, the panels must be immediately displayed as per the Static Board Configuration provided by **VW**.
- 3.2 to ensure exposure of each **VW COMMERCIAL AFFILIATE** in the official programme and other printed materials in accordance with the **BRANDING KIT** and Schedule 3.
- 3.3 to respect all rights in the **VCC** granted to the **VW COMMERCIAL AFFILIATES** by **VW**, such as ticket allocation rights, visibility rights, etc. and all requests, to the extent reasonably possible, made by **VW COMMERCIAL AFFILIATES** to the **ORGANISER**.
- 3.4 to ensure that, no less than five (5) days prior to the beginning of the **VCC** and during the **VCC**, the **SITE** is **CLEAN** and no advertising material, products, attempts or company names and logos, other than those installed for the **VW COMMERCIAL AFFILIATES** and **ORGANISER COMMERCIAL AFFILIATES** as specifically approved by the **VW** in writing, shall be visible at the **SITE**. The **ORGANISER** shall use all available measures to prevent ambush marketing within the **SITE** perimeter and any attempt to associate the **VCC** to competitors of the **VW COMMERCIAL AFFILIATES**.
- 3.5 to use at all times the products of the **VW COMMERCIAL AFFILIATES** (e.g. official suppliers including, without limitation, MIKASA balls, GERFLOR floors, SENOH net supplier etc.) unaltered to the exclusion of any competitive products and/or services unless permitted in writing by the **VW** (e.g. no agreement as to the reasonable terms and conditions of supply and services can be reached with such **VW COMMERCIAL AFFILIATE**), in which case the **ORGANISER** shall be entitled to source such products and services from third parties provided always that such suppliers shall be prohibited from availing themselves of any commercial association, official status or any other identification whatsoever in connection with the **VCC**, the **VW** or the **ORGANISER** or from having any identification whatsoever at the **SITE**. The **ORGANISER** shall furthermore be solely responsible for covering all identification on all such products on the **SITE** during the **VCC**.
- 3.5.1 The **ORGANISER** shall guarantee that all the products related to the **VCC** and supplied by the **VW COMMERCIAL AFFILIATES** for **ORGANISER's** use (e.g. volleyballs) will be imported tax free and duty free by the host country or to make the corresponding payments.
- 3.6 to produce tickets for sale for the **VCC** and sell them through a digital e-ticket system in accordance with the requirements of the **FIVB EVENT REGULATIONS**.

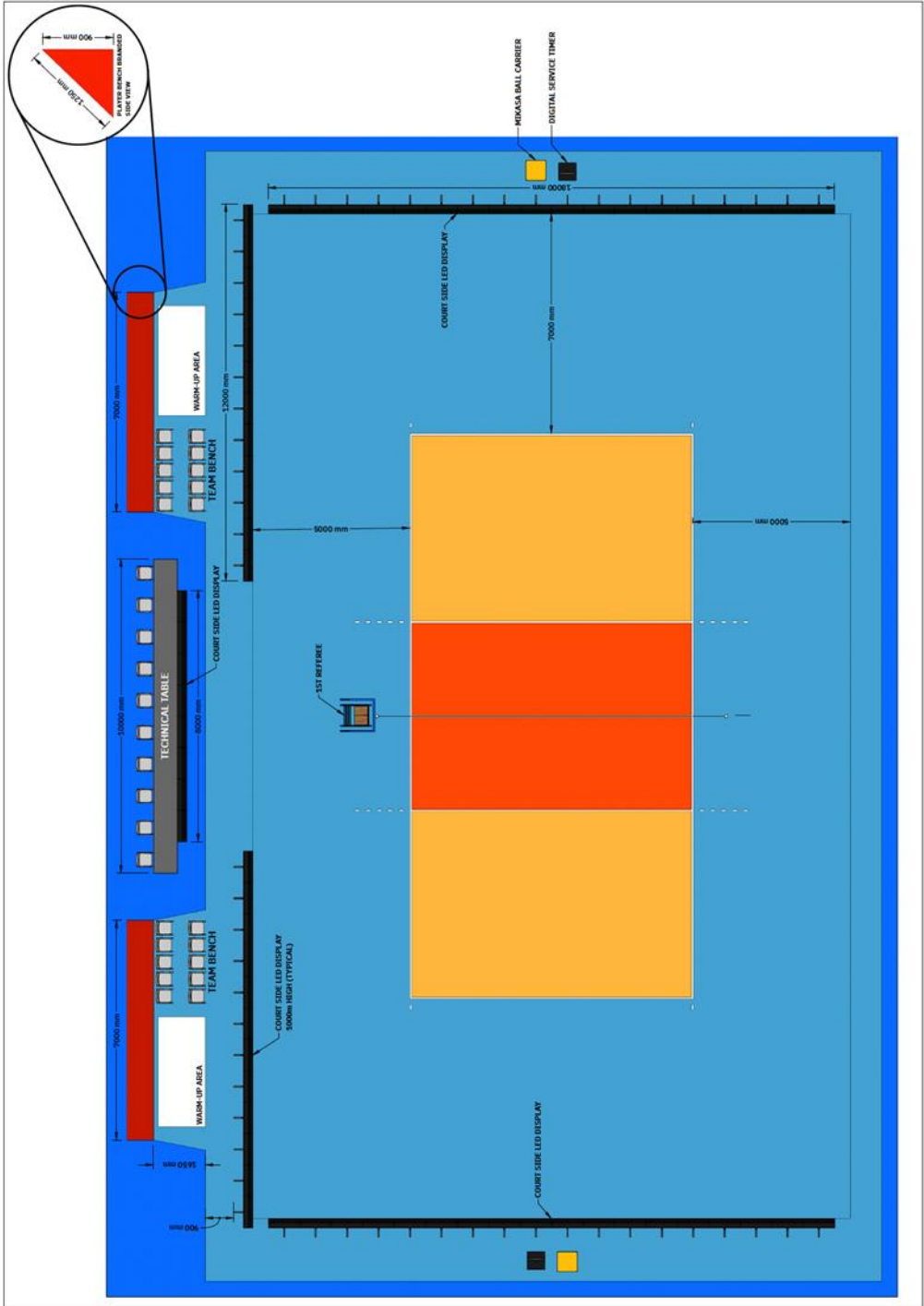
- 3.6.1 **ORGANISER** shall use its best efforts to obtain all necessary authorisations and permissions required under the laws governing the **TERRITORY** in order to receive consumer data from customers purchasing tickets to the **VCC** and provide this data to the **VW**. **ORGANISER** shall use its best efforts to obtain permission from each purchaser to allow the **VW** to send promotional and commercial materials for the sport of volleyball to said purchaser by providing a clickable box on the digital e-ticket system.
- 3.6.2 **ORGANISER** shall inform spectators before the purchase of tickets as part of the digital e-ticket system if their tickets have an obstructed view due to venue and/or camera layout.
- 3.6.3 **ORGANISER** shall reserve the following tickets for **VW** and the **VW COMMERCIAL AFFILIATES**:
- (a) At least five (5) VIP accreditations, must be reserved free of charge for the **FIVB** President or other **FIVB** Executives transferable per day upon request by **VW**;
  - (b) At least five (5) VIP accreditations, must be reserved free of charge for the **VW CEO** or other **VW** Executives transferable per day upon request by **VW**;
  - (c) At least thirty-five (35) Grand Stand seats must be reserved free of charge for the **VW** per session upon request by **VW**;
  - (d) The allocated amount of VIP accreditations and Grand Stand tickets for **VW COMMERCIAL AFFILIATES** as requested by the **VW**. The **VW** has provided an estimate of the VIP accreditations and Grand Stand tickets for the **VW COMMERCIAL AFFILIATES** in Schedule 3 but shall communicate the exact amounts requested to the **ORGANISER** at least sixty (60) days before the **VCC**;
  - (e) to offer the **VW** and each of its **VW COMMERCIAL AFFILIATES** the opportunity to purchase, at a special discounted rate agreed upon by the Parties, first class category tickets in the VIP stand and/or general grand stand for each day of the **VCC** provided that all such tickets are granted or sold to the parties concerned for promotional purposes only and not for resale.
- 3.7 to inform the **VW** of its intent to use the **ORGANISER** mascot (if relevant) for the **VCC**, and its intended use in accordance with Article 73 of the **FIVB EVENT REGULATIONS**, before the first of the **MATCHES** takes place. The **ORGANISER** herewith irrevocably assigns to **VW** any and all rights (including all intellectual property rights, copyright, etc.) on the mascot.
- 3.8 to comply with any and all requirements set out to the attached Marketing Requirements, Technical Court Layout, Commercial Inventory and LED Guidelines which form an inseparable part of this Appendix B.

# SCHEDULE 1 – TECHNICAL COURT LAYOUT

## OPTION 1



OPTION 2





## SCHEDULE 2 – COMMERCIAL INVENTORY

<b>FIVB MEN'S VOLLEYBALL CHALLENGER CUP</b>		
<b>Event Commercial Inventory and Marketing Rights</b>		
<b>Right</b>	<b>VW</b>	<b>ORGANISER</b>
<b>Association Rights</b>		
<b>Territory</b>	<i>Worldwide</i>	<i>Nationwide only</i>
<b>Commercial Partner Designation</b>	<i>VW Official Partner VW Official Supplier VW Official Sports Apparel VW Official Supporter VW Official Licensee Naming rights (Presenting or Title sponsor) Pool Presenting sponsor (if no Title sponsor)</i>	<i>Official Sponsor of the VCC Official Supplier of the VCC  NON EXCLUSIVE RIGHTS</i>
<b>Host City Designation</b>	<i>Use of Host City Name and Mark</i>	<i>Right to sell Host City of the VCC</i>
<b>VCC Marks</b>	<i>Worldwide marks usage together with designation of the VW and or the VCC Marks</i>	<i>Marks usage within Territory together with designation of the VCC Marks</i>
<b>VCC Mascot</b>	<i>Yes, if applicable</i>	<i>LOC can use National Team mascot</i>
<b>VCC Trophy</b>	<i>If existing, subject to VW trophy guidelines &amp; availability</i>	<i>If existing, subject to VW trophy guidelines &amp; availability</i>
<b>Composite Logo</b>	<i>N.A.</i>	<i>N.A.</i>
<b>Exposure Rights</b>		
<b>On Court Advertising LED Panels</b>	<i>Subject to the VW On-Court Advertising LED Panels Guidelines</i>	<i>Subject to the VW On-Court Advertising LED Panels Guidelines</i>
<b>Split of time</b>	<i>70% of the overall time (excluding sport presentation/promotional activities)</i>	<i>30% of the overall time (excluding sport presentation/promotional activities)</i>
<b>2nd/3rd tier branding</b>	<i>VCC Branding</i>	<i>VCC Branding</i>

<p><b>Media backdrops (Press - Conference and Mixed Zone)</b></p>	<p><i>70% of the space belongs to the VW and VW Partners. Space is distributed according to the partner's hierarchy and status.</i></p>	<p><i>30% of the space belongs to the Organiser Partners. Space is distributed according to the partner's hierarchy and status.</i></p>
<p><b>In Venue Giant Screen</b></p>	<p><i>50% of the time available outside of sport presentation, live feed, replays and challenge calls belongs to the VW and VW Partners per VW Guidelines.</i></p>	<p><i>50% of the time available outside of sport presentation, live feed, replays and challenge calls belongs to the LOC and Event Sponsors per VW Guidelines.</i></p>
<p><b>Sponsor Recognition Strip</b></p>	<p><i>Composite VCC Sponsors Signage- All VW Partners and Organiser Partners are displayed in the order according to their hierarchy and status, as approved by VW at its sole discretion. VW to provide Sponsor Recognition guidelines</i></p>	<p><i>Composite VCC Sponsors Signage- All VW Partners and Organiser Partners are displayed in the order according to their hierarchy and status as approved by VW at its sole discretion. VW to provide Sponsor Recognition guidelines</i></p>
<p><b>Printed Material</b></p>	<p><i>All VCC branding in the form of a sponsor recognition strip such as (but not limited to): visual, official poster and banner, VIP accreditations, tickets, promotional flyers, tournament folder and media pack, VIP Invitations, tournament letterhead, tournament newsletter, parking passes, street banners, local print advertisements for tournament promotion, players entry arch, stadium entrance etc. (Subject to the VW guidelines).</i></p>	<p><i>All VCC branding in the form of a sponsor recognition strip such as (but not limited to): visual, official poster and banner, VIP accreditations, tickets, promotional flyers, tournament folder and media pack, VIP Invitations, tournament letterhead, tournament newsletter, parking passes, street banners, local print advertisements for tournament promotion, players entry arch, stadium entrance etc. (Subject to the VW guidelines).</i></p>

<b>Floor Sticker</b>	<i>All Floor Stickers reserved for VW as per VW official court layout</i>	<i>At least one (1) floor sticker reserved for Host City as per VW official court layout</i>
<b>VCC Awarding Ceremony</b>	<i>VCC awards reserved by VW</i>	<i>No</i>
<b>Net systems</b>	<i>Reserved for VW</i>	<i>Reserved for VW</i>
<b>Player uniforms</b>	<i>Reserved for National Team sponsors and VW global partners if applicable (as per VW guidelines)</i>	<i>Reserved for National Team sponsors (as per VW guidelines)</i>
<b>Referee's Uniform</b>	<i>Reserved for the VW Official Supporter (Sport Apparel Category, eyewear included)</i>	<i>No</i>
<b>Event Officials Uniform (VW Officials, Line Judges etc.)</b>	<i>Reserved for the VW Official Supporter (Sport Apparel Category, eyewear included)</i>	<i>Yes, a logo of the third party (no Sport Apparel Brand) on the ball retrievers and moppers.</i>
<b>Website Presence</b>	<i>Global VW website - VW partners only</i>	<i>No visibility on VW.com</i>
<b>Airtime Purchase</b>	<i>First right of refusal for purchase of airtime in respective reserved categories for domestic TV and digital platforms</i>	<i>Right to obtain first right of negotiation from the VW in the event that VW obtains such right from domestic TV</i>
<b>Digital Platforms (e.g. event-related app)</b>	<i>All rights reserved for VW</i>	<i>All rights reserved for VW</i>
<b>Challenge system</b>	<i>All rights reserved for VW</i>	<i>All rights reserved for VW</i>
<b>Data &amp; Statistics &amp; Timekeeping (including scoreboards)</b>	<i>All rights reserved for VW</i>	<i>All rights reserved for VW</i>
<b>Promotional Rights</b>		

<b>VW Official Publication</b>	<i>VW and VCC publications recognition page 1 full page colour advertisement in VW official publications and event related publications (programme, report etc.)</i>	<i>VCC publications recognition page 1 full page colour advertisement in VW official publications and event related publications (programme, report etc.)</i>
<b>Use of Premiums</b>	<i>Yes, subject to VW Guidelines.</i>	<i>Yes, subject to VW Guidelines.</i>
<b>Merchandising and Licensing</b>	<i>Yes, right to grant to a Sport Apparel Company first priority in licensing and merchandising rights in the sport apparel category. VW to establish merchandising programme (rights, production, distribution, onsite sales/ecommerce, etc.)</i>	<i>Yes, subject to VW sole discretion and prior written approval of the sales items, right to sell merchandising physically at the Sites for the VCC within the Territory.</i>
<b>Commercial Display and Promotional Booth</b>	<i>Yes - for demonstration and display of products or sponsorship activation Right to set up displays on site and sell products (subject to available space, local laws &amp; VW approval) Partner to cover cost for booth, installation, services and dismantling. Organiser to provide space free of charge. Subject to VW Commercial Display guidelines</i>	<i>Yes - for demonstration and display of products or sponsorship activation Right to set up displays on site and sell products (subject to available space, local laws &amp; VW approval) Partner to cover cost for booth, installation, services and dismantling. Organiser to provide space free of charge. Subject to VW Commercial Display guidelines</i>
<b>Other Rights</b>		

<b>Hospitality</b>	<i>Organiser to provide space free of charge in the prime location for the VW Hospitality. The VW to cover all other costs and inform the Organiser at least two (2) months before the VCC</i>	<i>Right to run and to sell and retain all revenues from commercial hospitality, except for revenues generated by third parties hospitality providers.</i>
<b>Entry Tickets</b>	<i>VW is entitled to receive free of charge all the tickets that are allocated to the VW Partners as per Commercial Rights Exploitation Plan as well as the tickets for the VW and the VW staff.</i>	<i>Right to sell entry tickets and retain all the revenues from the sales. Mandatory use of e-ticketing sales platform</i>
<b>Host City Programme, inc. Fan Zone / Public Viewing</b>	<i>VW to guarantee exposure to the Host City as per VCC brand guidelines. VW Partners have a right to participate or activate their sponsorship.</i>	<i>Right to sell association and marketing rights to the Host City as per Host City Programme (Clause 2.3 of Appendix C of this Agreement) and to keep all the revenue. E.g. HC composite logo, HC official designation. Exposure of the HC inside the venue at the central LED boards and floor stickers is mandatory (as per official court layout). Right to run a Fan Zone or a Public Viewing area outside the venue and to sell sponsorship to the Local Sponsors and Host City</i>

**The VW reserves the right to modify this Commercial Inventory before each edition of the VCC.**

## SCHEDULE 3 – LED REQUIREMENTS

The identification of Commercial Affiliates and/or VW on LED Systems is split into shared rotations and solus rotations, which change during a match in accordance with a pre-set order determined by VW. The term “rotation” means a period of time during which identifications are displayed on the LED System before being replaced in their entirety by new identifications, which are in turn themselves replaced by new identifications, and so on.

Sport Presentation graphics and usage are not included in these guidelines. They may supersede the approved commercial running order for call to action or fan entertainment (e.g. MONSTER BLOCK!). The commercial LED running order will then resume exactly where it was cut.

The respectively 30%/70% (total of approximately 5 Minutes) between the Organiser's Commercial Affiliates and the VW's will be calculated during match play time. The following periods of time are not included in the match play time and will be used for the following purposes only:

- Pre-match:
  - o Welcome Message
  - o VCC Logo
  - o Team Presentation
  - o Player Introduction
  - o FIVB / VW message
  - o Entertainment message / graphics
- Start of the Set:
  - o At the beginning of each set, the first minute of the Commercial Affiliate shared rotation will be applied
- End of Set:
  - o First 4 Sets: Shared rotation will be applied when the first team reaches 21 points
  - o Final Set: Shared rotation will be applied when the first team reaches 10 points
- 1st Technical Timeout
  - o Shared rotation
- 2nd Technical Timeout
  - o Local Activation, entertainment message / graphics or VW message. In case neither is available, the shared rotation will apply
- Team Timeout
  - o Shared rotation
- Between Sets
  - o Local Activation, entertainment message / graphics or VW message.
  - o In case neither is available, the shared rotation will apply
- After the Final Whistle
  - o Winner team graphic
  - o Shared rotation
- Challenges
  - o Challenge message will be showed

### 1. Shared Rotation

### Definition

A shared rotation is a period of time during which, in principle, all of the Sponsors are identified on the LED System at the same time.

- Running Orders and Guidelines are applied at the start of T-18 Minutes before the first whistle of the match.
- Total rotation will be a total of approximately 5 Minutes.
- To be implemented during the periods outlines above.

### Layout

- During periods of shared rotations, the layout and position of Commercial Affiliate identifications on the LED System will reflect the board layout/positions used on fixed perimeter advertising boards as per the official court layout.

## **2. Solus Rotation**

### Definition

A solus rotation is a period of time during which a single Commercial Affiliate is identified on the LED System.

### Layout/Running order

During solus rotations, the layout and position of Commercial Affiliate covers the entire surface of the boards except for the fixed panels such as #10 and # 11 as per static board configuration. Panel #10 should display Event name and panel # 11 Host City name.

### Animations/Movement

- The use of small or slow transitions during the solus rotation, involving moving images, special effects or animations, such as flashes, waves, celebration claps, spinning, zooming in or out, fading in and out etc., shall be permitted, subject to principles agreed upon by the Parties and final approval of each use of animation by the VW. The total time used for transitions should be no more than three (3) seconds of the (fifteen) 15 second rotation and can be split using any method across the intro and outro of the rotation.

### Identifications

Subject to applicable local laws and regulations, during solus rotations each Commercial Affiliate is free to promote:

- Products/brands in relation to which the Commercial Affiliate is permitted to exercise their rights pursuant to their Rights Agreement. Commercial Affiliates' Rights Agreements may further regulate the manner in which certain Brands may appear; and/or
- products and/or services (including pictures/illustrations);
- support for both teams playing in one specific game (support must be fair and equitable)
- slogans/messages/commercial Affiliate campaigns/commercial Affiliate product call to action (for example 'new product arrives in December'); and/or
- websites, social media pages/platforms
- Provided these falls within the Commercial Affiliate's product category set out in the Commercial Affiliate's Rights Agreement ("Product Category") and related to the Commercial Affiliate's Brand(s).

- A Commercial Affiliate's identifications during solus rotations can vary by match.
- No more than three different Commercial Affiliate identifications may appear at the same time (i.e. as a combination) during a single solus rotation.

#### Images:

- All files must be High Resolution JPEG files (72 dpi resolutions). EPS or PSD Files to be provided to VW for approval at all times.
- "Call to action" messages are not acceptable with corporate logo.
- Fixed panels need to be of minimum 48 pixels high x 128 pixels wide.
- Minimum required image pixels need to be 48 pixels high x 640 pixels wide.
- In order to prevent a "glare" on the court, white and light colours backgrounds should be avoided (e.g. white and light blue).
- It is recommended to use artwork with a dark-coloured background and light-coloured text and/or white logo(s).
- Messages should be limited to 15 seconds in duration.

#### Controller System:

- External controller software overlay possible with data redundancy;
- Default graphics storable in panels in case of total data connection loss;
- At least 2 spare cabinets in set-up, location freely configurable.
- Quick-changeable modules. Module / cabinet change time < 1 min, without affecting running system.
- LED Panel must have sufficient refresh rate to produce flicker-free for photography and slow-motion video.

#### Power and Cabling:

- System back to full power in case of pitch power loss in less than 25 seconds;
- Rubber louvers and rubber padding (impact protection) to protect players from injury;
- Ability to adapt safety and access gates at numerous locations with no signal loss;
- Systems must be well maintained with full maintenance and failure records.
- All exposed cabling (incl. data cabling) must be protected with cable mat.
- Power loss must be limited to one cabinet – not tolerable to affect other cabinets.
- Safe, secure and demonstrably reliable pitch-side power required for system.
- Fully backed-up power / two independent power sources preferred. Examples of current power requirements: 2 x 125A / 4 x 63A versus 4 x 125A / 8 x 63A.

NOTE: In the event of any inconsistencies between these guidelines and the terms of any Rights Agreement, the terms of the Rights Agreement shall prevail.

**The VW reserves the right to modify these LED Guidelines before each edition of the VCC.**

## **FIVB CHALLENGER CUP**

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## Terms & Conditions for Organising the Challenger Cup

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### APPENDIX C – LEGAL TERMS

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#### 1. AUTHORITY AND INDEMNITY

The **ORGANISER** hereby represents and warrants that:

- 1.1. It has the full right, power and authority to enter into and perform under these **TERMS AND CONDITIONS** and to exercise the rights granted to it hereunder upon the terms stipulated and that to the **ORGANISER**'s knowledge there exists no legal, technical or other impediment to the full execution by it of these **TERMS AND CONDITIONS**.
- 1.2. It has obtained all necessary authorizations, approvals and consents required to enter into these **TERMS AND CONDITIONS** and to perform all obligations hereunder.
- 1.3. It shall be solely responsible for, and hereby agrees to defend and indemnify and hold the **VW** free from and against any claims, demands, causes of action for damages (including reasonable attorney's fees) arising out of any activity by **ORGANISER** hereunder.

#### 2. USE OF THE MARKS

- 2.1. The **MARKS**, including, without limitation, the **VCC** logos, etc., are registered trademarks owned by **VW** and protected by copyright laws. With respect to the **VW LOGO** in particular, it must always be reproduced in its official colours and proportions and be displayed on all printed materials produced for the **VCC** as outlined onto the **VW BRANDING KIT**.
- 2.2. In addition to the provisions of these **TERMS AND CONDITIONS**, the **ORGANISER** shall not use **MARKS** or behave in any manner contrary to public moral and/or legal obligations, which are undertaken to carry out the **VCC**, or show any unfavourable behaviour that could reflect upon the good name, reputation and image of the **VW**, its participating teams, the **VCC** or is in any manner liable to result in undue use of the **MARKS** or the powers herein conferred.

In particular:

- 2.3. The **ORGANISER** acknowledges that each and every use of the **MARKS** requires **VW**'s prior written approval. This obligation extends also to any and all sublicensees and commercial partners (sponsors, suppliers, etc.) of the **ORGANISER**, for which the **ORGANISER** is liable towards the **VW**.
- 2.4. The **ORGANISER** shall submit to **VW**, for its prior written approval, full and accurate representations of the final samples of any materials that bear or incorporate or are intended to be used in connection with any **MARKS**. Such representations shall be submitted using **VW**'s email [branding@volleyball.world](mailto:branding@volleyball.world) or in such other manner as **VW** may direct in writing. If requested by **VW**, the **ORGANISER** shall also submit actual samples of such materials for approval. If any materials submitted pursuant to this Clause 2.3 are not in English, then the **ORGANISER** shall simultaneously provide an English translation thereof.

- 2.5. **VW** shall use its reasonable endeavours to provide its approval or, as the case may be, disapproval of any materials submitted (or re-submitted in the case of a previously disapproved item) to it in accordance with Clause 2.3 within ten (10) business days. If **VW** has not provided its approval or disapproval within ten (10) business days, then the relevant materials shall not be deemed to be approved.
- 2.6. The **ORGANISER** shall not release any advertising materials or other materials bearing, incorporating or intended to be used in connection with any **MARKS** without the approval of **VW**. If the **ORGANISER** does release any such materials or otherwise uses any **MARKS** without **VW**'s prior written approval then, without prejudice to any other remedy of **VW**, the **ORGANISER** shall remove any such materials from circulation and discontinue any further use immediately upon receipt of written notice from **VW**. In case of non-compliance, **VW** may remove such materials on the **ORGANISER**'s expense. Each violation of this clause shall incur a contractually agreed penalty of USD 5,000.
- 2.7. The **ORGANISER** shall take all reasonable steps to ensure that any and all people, wherever located in the **TERRITORY**, who are engaged in the implementation of the rights granted under these **TERMS AND CONDITIONS** on its behalf are made aware of the approval requirement set out in Clause 2.3 and that non-compliance with such requirement constitutes a material breach of the obligations set forth in these **TERMS AND CONDITIONS**.
- 2.8. Approval of an item by **VW** shall not be deemed to constitute any of the following: a waiver of **VW**'s rights or the **ORGANISER**'s obligations hereunder; a confirmation by **VW** that the **ORGANISER** has complied with such obligations; a confirmation by **VW** regarding the **ORGANISER**'s compliance with the rights of third parties; a grant of any image or other rights owned either by **VW** or third parties.
- 2.9. In case the use of **MARKS** is not approved by **VW**, the **ORGANISER** shall not proceed with any implementation whatsoever.
- 2.10. In case the use of **MARKS** is approved, it must always comply with the **BRANDING KIT**.

### **3. COOPERATION WITH THE VW**

- 3.1. The **ORGANISER** and the **VW** agree to liaise fully with each other on all ongoing matters arising in connection with these **TERMS AND CONDITIONS**. **VW** and the **ORGANISER** shall respectively appoint a representative by name and full address for the **VCC** to this effect. **VW** and the **ORGANISER** shall respectively afford every cooperation to and compliance with all reasonable requests of the other side's representative relating to the **VCC**.
- 3.2. The **ORGANISER** hereby recognises that it is under the jurisdiction and authority of **VW** under Article 1 of the **VW** Disciplinary Regulations. **ORGANISER** agrees to be bound by all **VW** Regulations and expressly agrees to be bound by the sanctioning regime provided for in the **VW** Disciplinary Regulations.

### **4. TERM / TERMINATION**

- 4.1. This **AGREEMENT** shall enter into force as a binding agreement on the date of VW's written acceptance thereof and 31 December of the last year of the **TERM** unless previously terminated pursuant to the terms hereof.
- 4.2. The **ORGANISER** or the **VW** may terminate this **AGREEMENT** with immediate effect by written notice:
  - 4.2.1. If the other side fails to observe or perform any of its material obligations hereunder and does not remedy such failure within thirty (30) days – or five (5) days during the **VCC** – after being called upon to do so by written notice; or
  - 4.2.2. If the other side becomes bankrupt or insolvent or enters into liquidation (other than voluntary liquidation for the purposes of reconstruction, amalgamation or similar reorganisation) or enters into arrangement or composition with its creditors or any of them, or has a receiver appointed.
- 4.3. **VW** reserves its right to terminate this **AGREEMENT** with immediate effect, in whole or in part, upon informing the **ORGANISER** of its decision, if the **VCC** or any part thereof is cancelled.
- 4.4. An option to terminate the **AGREEMENT** is created if multiple editions of the **VCC** have been awarded based on the following terms:
  - (a) In the event that **VW** changes the terms and conditions of the **AGREEMENT** (Appendices) for a future edition(s) of the **VCC** in a substantial manner, it must provide the **ORGANISER** with the new terms and conditions of the **AGREEMENT** for the **VCC** by no later than 30 June of the year preceding the corresponding edition of the **VCC**. The **ORGANISER** shall have the option to reject the new terms and conditions of **AGREEMENT** and terminate the **AGREEMENT** by informing the **VW** by no later than thirty (30) days after receipt of the new terms and conditions of the **AGREEMENT** from the **VW**. If the **ORGANISER** fails to provide written notice within the abovementioned window, the **ORGANISER** shall be deemed to have accepted the new terms and conditions of the **AGREEMENT** and waived its option to terminate the **AGREEMENT**.
  - (b) In the event that the **NF's** national team is qualified no longer qualified to participate in the **VCC** on sporting merit (e.g. it is promoted to the Volleyball Nations League under the current competition format or fails to participate in the **QUALIFICATION ROUND**), the **VW** shall have the right to terminate this **AGREEMENT** in its sole discretion by no later than 31 August of the year preceding the corresponding edition of the **VCC**.

## 5. EXISTING RIGHTS AND CLAIMS

- 5.1. Termination hereunder shall be without prejudice to any existing rights and/or claims that the terminating side may have against the other, and shall not relieve such other side from fulfilling the obligations accrued prior to such termination.
- 5.2. In the event of earlier termination of this **AGREEMENT** for any reason whatsoever, the rights and licenses granted hereunder shall forthwith immediately terminate and without any formality immediately revert to the **VW** unless otherwise agreed by the **VW** in writing. Upon

such earlier termination, the **VW** may, from that time, grant to others the rights and licenses granted to the **ORGANISER** hereunder.

- 5.3. The **ORGANISER** shall not be entitled to assign, sublicense etc. any of its rights hereunder without the prior written consent of the **VW**. **VW** may condition its written consent upon the signature of a legally binding declaration by the assignee/sublicensee whereby it shall be jointly and severally liable with the assignor regarding any rights or obligations hereunder.

5.3.1. If the **VW** provides written consent to an assignment of some or all of the **ORGANISER's** obligations to organise the **VCC** to any third party, including but not limited to a third party local organiser, then **VW**, the **ORGANISER**, and said third party shall sign a tripartite agreement regulating the relationship. In all cases and for the avoidance of doubt, the **ORGANISER** will remain liable towards **VW**.

## 6. CANCELLATION OF EVENT, NO TV TRANSMISSION, FORCE MAJEURE

- 6.1. Subject to Clause 4.3 above, in case of unforeseen events beyond the **ORGANISER's** or **VW's** control (A change in the exchange rates or other financial situation does not constitute Force Majeure) jeopardizing the fulfilment of these **TERMS AND CONDITIONS**, the **ORGANISER** and the **VW** undertake to collaborate in good faith and make their best efforts to ensure that the **VCC** take place according to the terms agreed herein and in accordance with **VW's** commitments to third parties (sponsors, other broadcasters, etc.). In such exceptional circumstances, the **ORGANISER** and **VW** shall negotiate in good faith with a purpose of finding a mutually acceptable solution. In particular, in the event of a national mourning day, the **ORGANISER** may -after consultation with **VW**- postpone the event for no more than 24 hours. In all other cases of force majeure, **VW** may require the **ORGANISER** to carry out its duties hereunder described even if extreme measures (e.g. matches without spectators due to heavy weather conditions) need to be taken.

## 7. NOTICE

- 7.1. All notices and statements to be given under these **TERMS AND CONDITIONS** shall be given to the respective addresses of the **ORGANISER** and **VW** as set forth below, unless notification of a change of address is given in writing. Any notice shall be sent by fax or registered mail. In case of urgency or in the event that the **ORGANISER** has not completed its contact details below or has not updated them, notification may be performed by **VW** to **ORGANISER** (but not vice-versa) through any possible means, including e-mail.

Volleyball World  
Edouard Sandoz 2-4  
CH-1006 LAUSANNE  
Phone: +41 (21) 345 35 35  
Fax: +41 (21) 345 35 45

ORGANISER

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

## **8. GOVERNING LAW, DISPUTES AND OTHER TERMS**

- 8.1. This **AGREEMENT** reflects the complete understanding of the **ORGANISER** and **VW** and supersedes any previous representations, agreements or understandings, whether oral or written, exchanged between the **ORGANISER** and **VW** regarding all the subjects contained herein prior to the signing of this **AGREEMENT**. No amendment or modification to the provisions of this **AGREEMENT**, including this clause shall become effective unless made by an instrument signed by the representatives of the **ORGANISER** and **VW**.
- 8.2. The **ORGANISER** and **VW** agree that the particular contents and especially the financial details of this **AGREEMENT** shall be confidential and therefore agree to undertake whatever measures are necessary to preserve its confidentiality.
- 8.3. The headings of the Clauses in this **AGREEMENT** are for convenience only and shall not affect in any way the meaning of the provisions to which they refer.
- 8.4. Should any individual provision of this **AGREEMENT** be invalid or impossible to fulfil, the validity of this **AGREEMENT** as a whole will not be affected and the remainder of this **AGREEMENT** will be maintained and its effects will be operative, insofar as the primary purpose of this **AGREEMENT** is not frustrated.
- 8.5. The **ORGANISER** recognizes its obligation to accept all existing contracts in force at the time of the execution of this **AGREEMENT**, relating to the **VCC** and concluded directly by the **VW** with other organisations, and undertakes to perform all obligations arising from such contracts if requested by the **VW**.
- 8.6. This **AGREEMENT** may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or email transmission or by facsimile signature, such signature shall create a valid and legally binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such email or facsimile signature page were an original.
- 8.7. The **ORGANISER** recognizes that its participation to future editions of the **VCC** as well as its allocation to a specific Group/Pool will be decided by **VW** in the latter's sole discretion, taking into account – among other criteria – the **ORGANISER**'s level of compliance with the present **AGREEMENT**, including the requirements which are characterized as “recommended”.
- 8.8. In the event that questions as to matters not mentioned in this **AGREEMENT** or as to any of the provisions in this **AGREEMENT** arise, the **VW** and **ORGANISER** shall negotiate in good faith and in any case the **VW** Constitution and Regulations shall apply.

- 8.9. This **AGREEMENT** shall be construed in accordance with the **VW** Constitution and Regulations and shall be governed by the Laws of Switzerland without regard to its conflict of law rules.
- 8.10. Any dispute arising from or related to the present **AGREEMENT** must be negotiated in good faith by the Parties. If the **ORGANISER** and the **VW** are unable to conciliate after sixty (60) days from notification of the start of the conciliation, the dispute will be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and resolved definitively by a panel of three arbitrators in accordance with the Code of Sports-related Arbitration in force at the time of the notification. The language of the arbitration will be English.

## 9. DEFINITIONS

- 9.1. The below definitions apply to the **TERMS AND CONDITIONS**. Defined terms are, in principle, written in capital and bold letters throughout the **TERMS AND CONDITIONS**. Additional terms to the ones below may be defined in the **TERMS AND CONDITIONS** itself and/or in Appendices A to C.

"**AGREEMENT**" shall mean the Agreement, which comes into force upon the acceptance of a successful bid by the **VW** and includes Section 2 (Agreement) above, the Appendices and Schedules hereto, as hereafter amended and supplemented from time to time. The **VW** has the right to implement new appendices and schedules for future editions of the **VCC** should the **AGREEMENT** involve multiple editions of the **VCC** subject to the **ORGANISER**'s option in Clause 4.4.

"**BRANDING KIT**" shall mean the mandatory branding guidelines concerning the **VW LOGO**, the **VCC LOGO** and other Look/Brand elements. It is issued by the **VW** TV & Marketing Department and includes the **VW** Brand & Graphic Guidelines to be communicated to the **ORGANISER** in due course.

"**BROADCAST**" shall mean the transmission of the **VCC** by means of television in accordance with the **HTVB AGREEMENT**.

"**CHALLENGER TEAM**" shall mean any National Federation participating in the Volleyball Nations League that is subject to relegation. In the event that the **CHALLENGER TEAM** designation is renamed, this definition shall also include the official designation replacing the **CHALLENGER TEAM**.

"**CLEAN**" shall mean free of any and all advertising and/or promotion and/or branding material or logos or names in any form or medium (whether now known or developed in the future) and without constraint or limitation as to the exercise by **VW** of its commercial rights and free of any rights or activities or occupiers or incumbents which in any way compete with, limit, hinder or detract from the exercise of commercial rights by **VW** and/or **VW COMMERCIAL AFFILIATES** and/or **VW** licensees.

"**COMPOSITE LOGO**" shall mean the association between the **VCC** logo and a sponsor's logo within a unique graphic element.

**"DOMESTIC BROADCASTER"** (hereinafter **"DB"**) shall mean the party (if appointed) having entered into a specific Agreement with the **VW** for the **BROADCAST** in the **TERRITORY**.

**"DOMESTIC FEED"** shall mean the domestic feed, being domestic audio and color video signals, incorporating a live television picture, domestic language commentary in the **LANGUAGES**, the necessary related background sound and effects, slow motion, replays and graphics constituting continuous full coverage of the **VCC** which are previously authorized by **VW**, and produced by **HTVB** in a non-orientated and fair way, according to the technical specifications laid down by the **VW** and in accordance with the provisions of **HTVB AGREEMENT**.

**"VW"** shall mean the Fédération Internationale de Volleyball, which is the governing body responsible for all forms of Volleyball on a global level.

**"VW COMMERCIAL AFFILIATES"** shall mean any entity entering into an agreement with the **VW** concerning the commercial exploitation of some or all of the rights and opportunities connected with the **VCC**, e.g. **VW Partners**, **VW Suppliers**, or **INTERNATIONAL BROADCASTERS**.

**"FIVB COMPETITION REGULATIONS"** shall mean the most recent version of the specific competition regulations created for the **VCC**, i.e. **VCC COMPETITION REGULATIONS**. In case of amendments to the **FIVB COMPETITION REGULATIONS**, it shall be understood as referring to the respective article of the same regulations as applicable at the time of the **VCC**.

**"FIVB EVENT REGULATIONS"** shall mean the **FIVB EVENT REGULATIONS** applicable at the time of the **VCC**. Reference to Chapters and Articles of as well as Annexes to the **FIVB EVENT REGULATIONS** is based on the June 2018 edition. In case of amendments to the **FIVB EVENT REGULATIONS**, it shall be understood as referring to the respective article of the same regulations as applicable at the time of the **VCC**.

**"VW LOGO"** shall mean the official logo of the **VW**, as determined by **VW** from time to time.

**"FIVB SPORTS REGULATIONS"** shall mean the **VW SPORTS REGULATIONS** applicable at the time of the **VCC**. Reference to Chapters and Articles of as well as Annexes to the **VW SPORTS REGULATIONS** is based on the June 2018 edition. In case of amendments to the **VW SPORTS REGULATIONS**, it shall be understood as referring to the respective article of the same regulations as applicable at the time of the **VCC**.

**"VW TV COORDINATION AGENCY"** shall mean the agency, person or body responsible for the international TV production coordination and media distribution of the **VCC** engaged by **VW**.

**"HOST CITY"** shall mean any city in which **MATCHES** are staged.

**"HOST TELEVISION BROADCASTER"** (also **"HTVB"**) shall mean the party having entered into this Agreement with the **VW** for the production of the **DOMESTIC FEED** and the **INTERNATIONAL FEED** of the **VCC** organised in the **TERRITORY** and for making the **INTERNATIONAL FEED** available on a free of charge basis to the **VW TV COORDINATION AGENCY** and to the **INTERNATIONAL BROADCASTERS**, and for the **BROADCAST** within and outside of the **TERRITORY**. In case of appointment of a **DB** and of an **OTP**, this term shall mean the **DB** or the **OTP** as applicable.

"**HTVB AGREEMENT**" shall mean the standard agreement prepared by **VW** which shall be signed by the **HTVB**, regulating, among others, the obligations of the TV production, minimum broadcasting as well as the broadcasting rights granted to the **HTVB**. In case of appointment of a **DB** and of an **OTP**, this term shall mean the respective **DB** and **OTP** agreements.

"**INTERNATIONAL BROADCASTER**" shall mean any party that has entered or will enter into an agreement with the **VW** (directly or via the **VW TV COORDINATION AGENCY**) for televisual, radio or other broadcast of the **VCC** outside the **TERRITORY** (or as otherwise permitted hereunder).

"**INTERNATIONAL FEED**" shall mean the international (also known as the world feed) signal produced by **HTVB** of the **VCC** at a minimum production level referred to in the agreement signed with the **HTVB**, in a non-orientated and fair way, according to the technical specifications laid down by the **VW** and in accordance with the provisions of the agreement signed with the **HTVB**, constituting an international broadcast quality 1080i, 50Hz Digital ITU-R BT.601 colour system High Definition 16:9 format with graphics in 16:9, clean of any **HTVB** domestic content, i.e. with no domestic language commentary, with no added commercial material and with no in-vision presenters, or studios or any other local or customized features, with continuous full live coverage of the **VCC** with slow motion and replays, Official **VW** TV Graphics, **VCS** and the applicable graphical messages or interfaces, with international sound in stereo left & right on track 1 & 2 and fully cleared English commentary (as provided by **VW**) stereo mix left & right on track 3 & 4, and with international graphics in 16:9 (graphics provided by the **VW**, made available on a website for download before the **VCC**), to be made available to **VW** (or any designee thereof) at and uplinked from **HTVB's** SNG truck on-site (or uplinked at the local International Gateway) using MPEG 4 encoding within a minimum 9 MHz carrier (MPEG 2 encoding is not acceptable). For the avoidance of doubt, the uplink must be provided by the **HTVB** on a free of charge basis.

"**LANGUAGE(S)**" shall mean the language(s) commonly used in the **TERRITORY**, i.e.  
\_\_\_\_\_.

"**MARKETING**" shall mean the furnishing of services and the selling of certain commercial and non-commercial rights pertaining to the **VCC** as provided for in this **AGREEMENT**.

"**MARKS**" shall mean any work mark, artwork, emblem, mascot, legend, representation, including copyright thereof, denoting or identifying the **VW** or the **VCC**.

"**MATCHES**" shall mean the matches of the **VCC** played in the **TERRITORY**.

"**MEDIA RIGHTS**" shall mean all audio, visual, and audio-visual rights in and to the **VCC** including without limitation all terrestrial, satellite, cable and other television rights (free or pay TV), closed circuit, theatrical and non-theatrical, home video, DVD, Video On Demand, internet, broadband, mobile communications, and other new media rights, in ship, in flight and other transport rights, radio and other audio rights, photographic and any other means of transmitting images and sounds of the **VCC** whether such means are now known or hereafter invented. For the avoidance of doubt, **VW** is the sole owner of the **MEDIA RIGHTS**.



- “**DOMESTIC MEDIA RIGHTS**” means the **MEDIA RIGHTS** confined in the **TERRITORY** and to be further specified in a separate **HTVB AGREEMENT** drafted by the **VW** and to be signed by the Parties.
- “**INTERNATIONAL MEDIA RIGHTS**”, means the worldwide **MEDIA RIGHTS**, except for the **DOMESTIC MEDIA RIGHTS**.

"**MERCHANDISING**" shall mean products bearing **MARKS, VCC LOGO, COMPOSITE LOGO** and/or **VCC TITLE**.

"**NATIONAL FEDERATION**" (also "**NF**") shall mean the **VW** member which is responsible for the running and organisation of all Volleyball activities in the **TERRITORY** and which has signed this **AGREEMENT**.

"**ORGANISER COMMERCIAL AFFILIATES**" shall mean any entity entering directly or indirectly into an agreement with the **ORGANISER** (or its sub-licensee or marketing agency) covering the commercial exploitation of some or all of the national rights to the **VCC** as set forth in this **AGREEMENT** with respect to the **PRODUCTS** in the **TERRITORY**, e.g. **ORGANISER Partners, ORGANISER Suppliers, ORGANISER Supporters**.

"**ORGANISING COMMITTEE**" (also "**OC**") shall mean the standing committee, whether emanating from the local **NF** or otherwise (with or without legal personality), or any other body acting under the authority and responsibility of the **NF** and responsible for the preparation, staging, and winding up of the **VCC** in accordance with the **FIVB EVENT REGULATIONS** and the **FIVB COMPETITION REGULATIONS** and under the authority of the **VW**.

"**OFFICIAL TV PRODUCER**" (hereinafter "**OTP**") shall mean the party (if appointed) having entered into a specific Agreement with **VW** for the production of the **DOMESTIC FEED** and **INTERNATIONAL FEED** of the **VCC** and for making the **INTERNATIONAL FEED** available to **VW** (or any designee thereof) on a free of charge basis.

"**PRODUCT**" shall mean any goods and/or services within the product categories that do not fall under the **RESERVED CATEGORIES**.

"**QUALIFICATION ROUND**" shall mean the qualification matches to the **VCC** organised by each of the respective Confederations in accordance with the Terms and Conditions provided by **VW**.

"**RESERVED CATEGORIES**" shall mean the following goods and/or services categories that are reserved for the exclusive (unless otherwise specified) commercial or other exploitation by the **VW** in connection with the appointment of **VW COMMERCIAL AFFILIATES**:

- Volleyball Balls
- Floor
- Equipment (including, without limitation, Volleyball nets, antennae, posts, post pads, poles basis, floor apparatus, referee chairs)
- Betting and gambling
- Sports and other Apparel (including, without limitation, headwear)
- Automobile & car, motorcycles and power products

- Courier, freight forwarding & logistics
- Personal care
- Game-related technology (e.g. **VCS**, statistics, LED advertising panels, LED net, etc.)
- Data and timekeeping
- Bank (non-exclusive)

"**SITE**" shall mean the location of the **VCC** and shall include all the competition venue, press centres, contiguous areas and any other area where the matches take place.

"**TERM**" shall mean the period commencing on the date of the conclusion of the **AGREEMENT**, through **VW**'s written acceptance of the bid, and expiring on 31 December of the last year designated above in Article 2.1 of Section 2 of the IFB ("Agreement") unless previously terminated in accordance with the terms this Appendix C. Should the **ORGANISER** fail to specify the **TERM** of the **AGREEMENT** above, the **TERM** shall be one year.

"**TERRITORY**" shall mean the geographical area where the **VCC** take place, which is under the authority and control of the **ORGANISER** for the sport of volleyball.

"**VCC**" shall mean the annual editions of the FIVB Men's Volleyball Challenger Cup, which will be held in a number of countries under **VW** authority. It includes a **QUALIFICATION ROUND** and culminates in **VCC** for those teams that have qualified. In the event that the **VCC** is renamed, this definition shall also include the competition replacing the **FIVB Men's Volleyball Challenger Cup**.

"**VCC LOGO**" mean the official logo of the **VCC** as determined by **VW** from time to time.

"**VCC TITLE**" shall mean the official name of the **VCC**, i.e. " **FIVB Men's Volleyball Challenger Cup [YEAR]**", or other official name as determined by the **VW**. In the event that the **VCC** is renamed, this definition shall also include the official name replacing the **VW CHALLENGER CUP**.

"**VIDEO CHALLENGE SYSTEM**" (hereinafter "**VCS**") shall mean the official video based officiating service that enables **VW** officials, upon the teams' request, to review matches' incidents and make a decision on whether an infringement has occurred (e.g. net block ball touches, players touching the net, players touching the attacking line and service line, line calling, and antennae touches).

