

REG 16 COMMERCIAL AND CONTENT ASSETS

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REG 16.1 Commercial Assets

REG 16.1.1 All Commercial Rights in and to BUCS Events are the exclusive property of BUCS.

REG 16.1.2 All Commercial Rights in and to Member Events are the exclusive property of the hosting Member.

REG 16.1.3 All Commercial Rights in and to Member Internal Events are the exclusive property of the hosting Member.

REG 16.1.4 BUCS shall have no right to any Commercial Rights in National Events.

REG 16.1.5 Each Member shall support BUCS in the exploitation of the BUCS Commercial Rights and the activities of any BUCS Commercial Partners by:

- a) Providing a reasonable number of tickets, free of charge, on request, to any Member Event;
- b) Providing reasonable assistance (at no Material cost to the Member) in respect of any sponsorship advertising, promotion, publicity, merchandising or other commercial exploitation of the Commercial Rights by or on behalf of BUCS and/or any BUCS Commercial Partner (provided always that such activations do not conflict with any product or service category exclusivity obligation owed to a Member Commercial Partner).

REG 16.1.6 BUCS shall have the exclusive right to exploit the BUCS Commercial Rights itself and/or licence the exploitation of the BUCS Commercial Rights to any third party subject to these Regulations.

REG 16.1.7 When using or licensing the use of Participant Imagery, Member Logos and/or Member Content for commercial purposes BUCS shall ensure that it observes the provisions of these Regulations and shall ensure that the use of such assets does not damage the reputation and good standing of the Participant and/or Member is question, including by association with any product and/or service categories that involve activities contrary to the policies and principles of BUCS (including but not limited to the BUCS Ethical Partner Investment Policy) and student sport in general.

REG 16.2 Content Assets

REG 16.2.1 All Content Rights in and to BUCS Events are the exclusive property of BUCS.

REG 16.2.2 All Content Rights in and to Member Events are the exclusive property of BUCS and BUCS authorises each Member to commercialise such Member Content Rights in accordance with and subject to the provisions of these Regulations.

REG 16.2.3 All Content Rights in and to Member Internal Events are the exclusive property of the Member.

REG 16.2.4 BUCS shall have no right to any Content in National Events.

REG 16.2.5 BUCS shall have the exclusive right to exploit the BUCS Content Rights itself and/or licence the exploitation of the BUCS Content Rights to any third party subject to these Regulations.

REG 16.2.6 BUCS shall procure that any BUCS Content Partner is a reputable business in accordance with the BUCS Ethical Partner Investment Policy and meets BUCS's and Members' delivery requirements including those relating to IT security.

REG 16.2.7 Without prejudice to each Member's rights under REG 16.2.8, BUCS shall, when negotiating any agreement with a BUCS Content Partner which includes Member Content, procure the following rights for Members in respect of a Member Event in which the Member participates:

- a) The right to show live coverage of via the Member's own broadcast platform where the BUCS Content Partner has declined the opportunity to show live coverage of such Member Event via its own platform. BUCS shall notify the Member in question forthwith upon the BUCS Content Partner declining such opportunity;
- b) The right to show delayed coverage and/or highlights packages via the Member's own broadcast platform;
- c) The right to use clips in the Member's own marketing activity and to licence the use of such clips to Member Commercial Partners.

REG 16.2.8 Each Member may commercialise the Member Content Rights in the Member Events it organises, on an exclusive basis PROVIDED ALWAYS THAT:

- a) each Member grants to BUCS the right, free of charge and in perpetuity, to use Member Content (in the form of clips, highlights and Archive Member Content) for its own commercial and broadcasting purposes and to licence the use of such Member Content to BUCS Commercial Partners and BUCS Content Partners for their commercial and broadcasting purposes; provided always (i) such use features Participants representing more than one Member; and (ii) no such use suggests that any Member endorses the products or services of any BUCS Commercial Partner or BUCS Content Partner;
- b) where a Member has not commercialised its own Content Rights and that Member provides its consent, BUCS shall be entitled to (i) exploit those Member Content Rights itself and/or (ii) include such Member Content Rights in Content in any Agreement with a BUCS Content Partner.

REG 16.2.8 (a) shall not apply in respect of those Member Content Partner agreements which predate publication of these Regulations, and which do not contain a provision facilitating such grant.

REG 16.2.9 Each Member shall support BUCS in the exploitation of the BUCS Content Rights and the activities of any BUCS Content Partners by:

- a) consenting to the capture of Content by or on behalf of BUCS at each BUCS Event and, in respect of those Members who are not exploiting their own Member Content Rights in accordance with REG 16.2.8, at each Member Event;
- b) providing such assistance as BUCS may reasonably require in respect of the hosting, conduct, operation, management, filming, recording or broadcast of any Member Event (including the provision of suitable facilities to enable the capture of Content to a standard reasonably required by any BUCS Content Partner, provided always that the Member is not materially disadvantaged or incurs any material costs by providing the same);

- c) upon written request from BUCS, granting to BUCS the non-exclusive right (where and to the extent that the Member has itself the right), free of charge and in perpetuity, to use Content captured and published by Members from Member Internal Events (in the form of clips and highlights) for its own commercial and broadcasting purposes and to licence the use of such Member Content to the BUCS Commercial Partners and BUCS Content Partners for their commercial and broadcasting purposes.

REG 16.3 Participant Image Rights

REG 16.3.1 The right for BUCS and Members to use and licence the use of Participant imagery to Commercial Partners and Content Partners shall be secured via the BUCS Play system (or any replacement) and shall be subject to all applicable laws.

REG 16.3.2 Each Member shall use all reasonable endeavours to ensure that each Participant representing the Member (whether as an individual or part of a team) has completed the relevant BUCS Play formalities and is properly registered.

REG 16.3.3 BUCS shall not licence any use of Participant imagery which suggests that any Participant endorses the products or services of any BUCS Commercial Partner without the express prior approval of the Participant and associated Member involved.

REG 16.4 Logos

REG 16.4.1 Member Logos Each Member consents to BUCS using, and licensing the right to BUCS Commercial Partners and BUCS Broadcast Partners to use its Member Logo PROVIDED ALWAYS THAT all such use:

- a) relates only to the Event in which the Member is participating;
- b) relates to an Event sponsored or broadcast by the relevant BUCS Commercial Partner or BUCS Content Partner;
- c) does not suggest that any Member endorses the products or services of any BUCS Commercial Partner;
- d) respects the restrictions on Restricted Categories set out in these Regulations;
- e) is in accordance with any brand guidelines supplied to BUCS by the Member in question; and
- f) does not bring the Member into disrepute.

REG 16.4.2 BUCS Logos Members may make use of the BUCS Logo or other reference to BUCS in connection with any Member Event as prescribed by the Activation Guide but may not licence the right to use the BUCS Logo to any Member Commercial Partner or Member Content Partner (save to the extent the same is incorporated in any BUCS Competition name).

REG 16.5 Restricted Commercial Categories

REG 16.5.1 BUCS shall not secure any Commercial Partners in any Restricted Category.

REG 16.5.2 The list of Restricted Categories shall be reviewed on an annual basis and may be amended by BUCS by giving notice to the Members via the Activation Guide.

REG 16.6 Commercial Activation Guide

REG 16.6.1 BUCS shall, prior to the commencement of each season, issue an Activation Guide to Members, to provide practical implementation advice relating to these Commercial and Content Regulations. The Activation Guide shall be reviewed and updated by BUCS on an annual basis and any proposed updates shall be shared with Members for feedback.

REG 16.6.2 In the event of any conflict between the provisions of the Activation Guide and these Regulations, these Regulations shall take precedence.

REG 16.7 Definitions and Life of Commercial and Content Regulations

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| Activation Guide | the guide, issued by BUCS on an annual basis detailing activation best practice in respect of Commercial Rights and Content Rights which shall include, inter alia, notice of any additional Super Competitions for the following season and details of particular BUCS Events; |
| Archive Member Content | Member Content created prior to the operation of these Regulations which is owned and/or controlled by and reasonably accessible to any Member; |
| BUCS | British Universities and Colleges Sport the organising body for higher education sport in the United Kingdom; |
| BUCS Commercial Partner | any third party to which BUCS grants or has granted any Commercial Rights; |
| BUCS Commercial Rights | those Commercial Rights owned and controlled by BUCS in accordance with these Regulations; |
| BUCS Content Partner | any third party to which BUCS grants or has granted any Content Rights; |
| BUCS Content Rights | those Content rights owned and controlled by BUCS in accordance with these Regulations; |
| BUCS Competition | any sports competition organised by BUCS from time to time; |
| BUCS Ethical Partner Investment Policy | the policy adopted by BUCS from time to time in respect of the ethical aspects of its investment strategy; |
| BUCS Event | any national championships, individual championships, regional championships, conference finals, individual major events (such as Big Wednesday), associated playoffs, all fixtures in any Super Competition, any BUCS Competition final, or other national sports meet in any BUCS Competition; |
| BUCS Play | the BUCS competition management system or any successor CRM system where participant data is collected, processed and stored; |
| Commercial Partner | any BUCS Commercial Partner or Member Commercial Partner; |
| Commercial Rights | any and all rights of a commercial nature, including image rights, endorsement and official supplier rights, sponsorship rights, merchandising rights, licensing rights, advertising rights and hospitality rights; |
| Content | audio, visual and audio-visual content; |
| Content Rights | any and all rights in Content including all broadcasting rights and broadcast sponsorship rights; |

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| Member | Any organisation that has a formal relationship with BUCS through satisfying the relevant membership eligibility criteria; |
| Member Commercial Partner | any third party to which a Member grants or has granted any Member Commercial Rights; |
| Member Commercial Rights | those Commercial Rights owned and controlled by a Member in accordance with these Regulations; |
| Member Content Partner | any third party to which a Member grants or has granted any Member Content Rights; |
| Member Content Rights | those Content Rights in Member Events which a Member is authorized to exploit in accordance with these Regulations; |
| Member Event | any sports fixture (other than a BUCS Event) organised by or on behalf of any Member at a venue owned or occupied by a Member which forms part of a BUCS Competition; |
| Member Internal Event | any intra mural or other sports fixture organised by or on behalf of any Member whether featuring teams and/or participants from that Member or other Members which does not form part of a BUCS Competition; |
| Member Logo | means that sports-related logo under which Participants and Member teams represent the relevant Member and not, for the avoidance of doubt the Member institution's academic crest; |
| National Event | any national representative level sports competition which is not a BUCS Competition in which a Member representative team competes against other teams not necessarily affiliated to any university or college; |
| Participant | Any person representing a Member in any BUCS Competition, whether individually or as part of a team; |
| Restricted Category | those product and/or service categories that involve activities contrary to the policies and principles of BUCS and student sport in general including those set out in the BUCS Ethical Partner Investment Policy and in respect of which BUCS has declared from time to time it will not appoint a BUCS Commercial Partner; |
| Super Competition | BUCS Super Rugby, and any BUCS Competition that is elevated to "Super" status or similar following approval by the BUCS Board having followed due process; |