



OPPO Champions League Twenty20 2014

Brand & Content Protection Guidelines

Public Advisory Document

The BCCI-CLT20 Brand and Content Protection Guidelines provide guidance on acceptable and sanctioned use of the BCCI-CLT20 proprietary content by third parties, in relation to the OPPO Champions League Twenty20 2014 to be staged in India. A copy of these guidelines is also available on the BCCI-CLT20 official website (<http://www.clt20.com>).

CHAMPIONS LEAGUE TWENTY 20

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Introduction

These Champions League Twenty20 2014 Brand & Content Protection Guidelines (“**Guidelines**”) issued by the BCCI-Champions League Twenty20 (“**BCCI-CLT20**”), a sub-committee of the Board of Control for Cricket in India (“**BCCI**”), provide guidance on appropriate, acceptable and sanctioned commercial and non-commercial utilisation by third parties of the proprietary names (“**CLT20 Names**”), proprietary marks and trophy image (“**CLT20 Marks**”), and audio-visual representations of the Champions League Twenty20 match play as well as the official song in all media (“**CLT20 Footage**”) relating to the OPPO Champions League Twenty20 2014 (“**CLT20**”).

For the purposes of these Guidelines, the CLT20 Names, CLT20 Marks and CLT20 Footage together constitute “**CLT20 IPR**”.

The value of CLT20 IPR and its appropriate and acceptable use and protection thereof are critical to the success of the CLT20. The Frequently Asked Questions below provide an overview of why the BCCI-CLT20 must and will protect its brand, what the BCCI-CLT20’s legal rights are, and what third parties should and should not do in relation to CLT20 IPR.



Frequently Asked Questions

? Why protect the CLT20 brand?

Any world class event such as the CLT20 is only made possible through the commercial participation and support of sponsors, partners, licensees and broadcasters, that are each granted certain exclusive rights and privileges by the BCCI-CLT20 in consideration for their support. As a result, it is vital that all CLT20 IPR are protected and managed by the BCCI-CLT20. If anyone could use CLT20 IPR for free, or could create or suggest an association with the CLT20, there would be no incentive for sponsors, partners or broadcasters to invest in or support the CLT20 and, ultimately, the amount of financial distributions that the BCCI-CLT20 would be able to make across its constituent members and the participating teams for investment in the sport of cricket would be damaged immeasurably. The BCCI-CLT20 must prevent unlicensed third parties from undertaking unauthorised activities that damage or dilute the BCCI-CLT20’s exclusive rights and those of its sponsors, partners and broadcasters. Also, in order to maintain the integrity of the CLT20 brand and to protect against dilution and damage to its reputation and prestige, it is vital that the BCCI-CLT20 retains careful control of CLT20 IPR and their uses.



What constitutes “CLT20 IPR”?

All of the official names, phrases, trademarks, trade names, logos, trophy images and designs related to the CLT20 are protected by the law in a variety of ways. The following are some of the current items that make up the CLT20 Names and CLT20 Marks:

CLT20 2014 Names

- OPPO Champions League Twenty20
- OPPO Champions League T20
- OPPO CLT20
- Champions League Twenty20
- Champions League T20
- CLT20

CLT20 2014 Marks



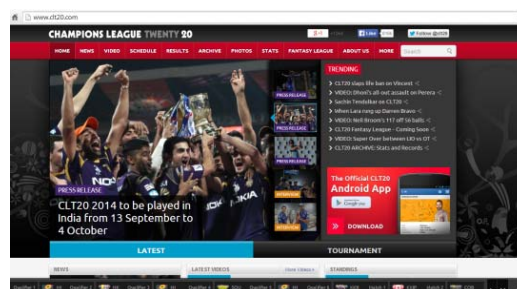
CLT20 Names (previous editions of the CLT20)

- Nokia Champions League T20
- Airtel Champions League Twenty20
- Karbonn Smart Champions League T20

CLT20 Marks (previous editions of the CLT20)



The official CLT20 website
www.clt20.com



Also, still images, live audio-visual footage of match play action and deferred highlights/clips of match play and the official song, where applicable, constitute protected and proprietary CLT20 Footage, which forms part of CLT20 IPR.



How are CLT20 IPR protected?

CLT20 IPR are legally protected by a wide variety of means, which include trade mark and design laws, copyright laws, competition and trade practices laws, telecommunications and broadcast laws relating to signal theft, common law and the terms and conditions under which CLT20 match tickets are sold and pursuant to which stadium entry is permitted.



What uses are unlawful without a license from the BCCI-CLT20?

The unlicensed and unauthorised use of any CLT20 IPR is strictly prohibited. For example, without license from the BCCI-CLT20, it is unlawful to (i) use the CLT20 Names and CLT20 Marks in a manner likely to cause confusion among members of the public as to the existence of a commercial association with the CLT20, or (ii) reproduce or distribute items using CLT20 IPR in the course of trade. These properties cannot be used on goods, in business names or in advertising or promotions without license from the BCCI-CLT20 or one of its authorised licensees that, in turn, has the rights to grant sub-licenses. It is also unlawful, through the use of CLT20 IPR, to falsely represent or imply any association, affiliation, endorsement, sponsorship or similar relationship with the BCCI-CLT20.

It is important to note that a formal or pre-existing association with any of the participating teams does not permit a team partner or team sponsor any right to use CLT20 IPR (other than the specific rights such team is authorised by the BCCI-CLT20 to license) without the prior authorisation of the BCCI-CLT20.



When can CLT20 IPR be used?

CLT20 IPR can be used with the license and authorisation of the BCCI-CLT20 or its authorised licensees that have been expressly granted the rights to grant sub-licenses. Such license and authorisation will only be given to official CLT20 sponsors, partners, licensees and non-commercial partners. There are very few situations in which CLT20 IPR can be used without the BCCI-CLT20's explicit license and consent.

The CLT20 Names, CLT20 Marks and, to a limited extent and subject to the current CLT20media accreditation and news access guidelines (and all relevant copyright laws), the CLT20 Footage, may be used in non-commercial editorial-only news pieces without the BCCI-CLT20's prior authorisation. In certain circumstances when reporting and providing information on the CLT20, journalists are able to use the CLT20 Names and CLT20 Marks to illustrate their editorial-only feature subject to full compliance with applicable laws. Such use of CLT20 IPR must be in compliance with these guidelines.

The BCCI-CLT20's intention is not to restrict people from interacting with the BCCI-CLT20 or providing or sharing information on the CLT20, but, when they do so, the BCCI-CLT20's legal rights must be recognised, respected and fully adhered to.

Please be advised that in the limited instances in which non-licensed usage of CLT20 IPR is permitted, such usage cannot be for commercial purposes.



What are the consequences of using any CLT20 IPR without the BCCI-CLT20's authorisation?

Unauthorised use of CLT20 IPR may infringe one or more of the intellectual property rights of the BCCI-CLT20, the terms of the agreements signed between the BCCI-CLT20 and official sponsors and partners of the CLT20 and/or the terms and conditions under which CLT20 tickets are sold and stadium entry is permitted. While the BCCI-CLT20 expects full compliance with the above, it is prepared to take all legal and punitive action in the case of each and any infringement and violation. This could include an injunction to stop the infringing activity, a suit for damages or compensation or an enforced accounting of profits by the infringer to the BCCI-CLT20. Both civil and criminal remedies are available in the case of intellectual property violations, signal theft and other violations of the BCCI-CLT20's rights.

Before the BCCI-CLT20 initiates legal proceedings, a suspected infringer may receive a legal notice from the BCCI-CLT20's lawyers or its designated agent, advising the infringer of violations and unlicensed usage relating to CLT20 IPR and/or potential infringements constituting breach of the media accreditation guidelines and/or the news access guidelines and/or the terms and conditions of download and usage of the CLT20 Marks.

In such event, the offending party may be given the opportunity, without prejudice to any rights of the BCCI-CLT20 to take legal action against the offending party, to refrain from the continued use of CLT20 IPR and/or the potential infringements. If the infringer fails to respond to and adhere to the requirements and conditions set out in the legal notice, the BCCI-CLT20 will exercise its right to pursue its legal and administrative remedies. No such prior warning, however, is required, and the BCCI-CLT20 will utilise all resources available to fully protect CLT20 IPR and ensure persons are dissuaded from infringing any rights relating to CLT20 IPR.



What rights do team sponsors and partners have?

Team sponsors and partners are granted certain rights by the teams they associate with. The rights that teams may grant to their sponsors and partners are governed by the team agreement, sponsorship guidelines, player ID guidelines and other applicable league rules. In no event may a team grant or may a team sponsor or partner be granted any rights in CLT20 IPR. As a result, a team sponsor or partner shall in no event use CLT20 IPR (other than specifically granted rights to use team names, team marks, etc.) by virtue of being a team sponsor or partner. For the sake of clarity, no team sponsor or partner may use the CLT20Names or CLT20 Marks in any of its marketing communications or promotions.



What are some specific examples of impermissible unlicensed behaviour?

For the sake of guidance, a non-exhaustive list of impermissible commercial behaviour is provided below:-

Advertisements, promotions and events

Advertisement features stating or suggesting an association between a brand, product, service or event and the BCCI-CLT20 by using CLT20 IPR are impermissible. Similarly, businesses that produce newsletters to customers or clients must ensure that CLT20 IPR is not used, especially in a way which suggests a commercial association between their business and the CLT20.

The same applies to businesses that invite customers to CLT20 themed events. Holding an event which is only about the CLT20 and uses CLT20 IPR is not permissible. This is particularly true of events that have commercial sponsors involved.

Websites

Trademark and copyright laws apply equally to the Internet and to websites. Websites that provide information about the CLT20 and are being operated on a purely non-commercial basis – for example, a supporters' site used to provide information about players participating in the CLT20, or a chat forum about the CLT20 – are unlikely to infringe the BCCI-CLT20's rights. However, the creation of CLT20 specific communities that use CLT20 IPR and solicit and raise sponsorships and advertising constitutes commercial use of CLT20 IPR and are impermissible.

In particular, live streaming and deferred uploading of CLT20 Footage (whether or not for profit), reproduction of CLT20 Names and CLT20 Marks in commercial contexts online and sale of counterfeit and unofficial CLT20 merchandise on auction and other websites constitute serious infringements of the BCCI-CLT20's intellectual property rights and could result in civil penalties and even criminal prosecution.



The registration and use of domain names that contain CLT20 Names also infringes CLT20 trademarks and any attempt to divert web traffic by the use of CLT20 Names in meta-tags or other notations or through the purchase of CLT20 Names as search or advertising keywords is impermissible.

The creation of fantasy leagues or other online competitions or events that use or make reference to the CLT20 or claim “official” status without license or use CLT20 IPR are impermissible.

Business Names

Adopting business or trading names that include CLT20 Names and using business logos that include CLT20 Marks or confusingly similar marks are impermissible.



Tickets and Hospitality Packages

Tickets to CLT20 matches are sold under specific conditions. Primarily, these may only be purchased through officially appointed ticketing agents for personal use. CLT20 tickets may not be used for promotions or as prizes in contests. The right to run ticket promotions is reserved for CLT20 sponsors and partners and is otherwise strictly prohibited by the tickets’ terms and conditions. Further, CLT20 tickets may not be resold for a profit or as part of hospitality packages by unlicensed travel agents or other entities. Only CLT20 sponsors and partners may use CLT20 Marks in these promotions.



Travel Packages

CLT20 tickets may not be sold, or otherwise included for commercial purposes as part of a travel or tour package (for example combining match tickets with flights and/or a hotel room for the night) by unlicensed travel agents or other entities.



Further, unlicensed travel agents or other entities may not engage in any form of activity which may result in an unauthorised commercial association with the CLT20, to the detriment of the BCCI-CLT20 or its commercial affiliates, whether by way of an unauthorised use of CLT20 Names and CLT20 Marks or otherwise.

Public Screenings

The BCCI-CLT20 and its official broadcaster retain all rights to license commercial screenings of CLT20 Footage made available to members of the public or displayed in public places. Prohibited acts include display of CLT20 Footage in movie theatres, the sale of tickets or levying of a cover charge for entry to a location screening of CLT20 Footage or CLT20 themed screening events that use CLT20 IPR.



Mobile and wireless services and applications

CLT20 IPR may not be used on any mobile or wireless technology, including on mobile applications without license. Further, SMS updates of live scores, games, competitions and features that utilise CLT20 IPR may not be offered or made available without license from CLT20's official mobile and mobile activation partner.



Editorial uses, Newsletters

Purely editorial use of CLT20 Names and CLT20 Marks solely for conveying information and without association with any commercial entity is permissible use. However, this journalistic use exception with respect to CLT20 IPR does not apply to the production and distribution of newsletters, client bulletins or other marketing collateral produced in the guise of journalism, which state or suggest an official association between a product, service or event and the BCCI-CLT20.



Disclaimer

This document is not an exhaustive description of any or all of the BCCI-CLT20's rights at law or in contract. The BCCI-CLT20 does not have the resources to provide individual advice to people concerned that their activities may infringe the BCCI-CLT20's rights, but has produced these Guidelines for illustrative purposes. These Guidelines are not intended to be, and are not a substitute for, legal advice. If you think you may have infringed the BCCI-CLT20's rights, or you are proposing to do something that you think may infringe the BCCI-CLT20's rights, the BCCI-CLT20 recommends that you seek independent legal advice.