



International Football Agency México, S de RL de
CV
Avenida Paseo de las Palmas #405,
Torre Optima Desp. 702, Colonia Lomas de
Chapultepec,
Distrito Federal (Ciudad de México),
Codigo postal: 11000
México

Zurich, 26 October 2009
sar

**2010 FIFA World Cup South Africa™ - International FIFA Fan Fest
Letter of Agreement**

Dear Sir/Madam,

Fédération Internationale de Association Football, FIFA-Strasse 20, 8044 Zurich, Switzerland ("**FIFA**") has developed a comprehensive event concept for the staging of official international FIFA Fan Fest events in relation the 2010 FIFA World Cup South Africa™ (the "**International FIFA Fan Fest**") in certain selected cities, including Mexico City (the "**International FIFA Fan Fest Cities**").

FIFA provided Mexico City with an offer to be appointed an International FIFA Fan Fest City in December 2008 and the parties have since discussed the details of the proposal and the potential involvement of International Football Agency México, S de RL de CV of Avenida Paseo de las Palmas #405, Torre Optima Desp. 702, Colonia Lomas de Chapultepec, Distrito Federal (Ciudad de México), Codigo postal: 11000 México with RFC: IFA812015P6 (the "**International FIFA Fan Fest Agency**" or "**Agency**"). In this letter of agreement, the agreement reached between FIFA and the Agency is confirmed in respect of the appointment of the Agency as the International FIFA Fan Fest City Agency in respect of Mexico City on the basis of the offer and as described and subject to the terms and conditions outlined in this letter of agreement (the "**Letter Agreement**").

1. Appointment as International FIFA Fan Fest City Agency

- 1.1 Appointment: FIFA hereby appoints, and the Agency hereby accepts the appointment, as International FIFA Fan Fest City Agency on the terms set forth in this Letter Agreement.
- 1.2 Staging Obligations: The Agency undertakes to stage the International FIFA Fan Fest in accordance with the terms set forth in this Letter Agreement. FIFA undertakes to support the Agency in connection with the staging of the International FIFA Fan Fest and to provide to the Agency such services and products as defined in the Letter Agreement below.
- 1.3 City Marketing Rights: In consideration for staging the International FIFA Fan Fest in accordance with the terms set forth in this Letter Agreement. FIFA hereby grants to the Agency the marketing rights as set forth in Schedule 2 (the "**City Marketing Rights**") in relation to the International FIFA Fan Fest. The Agency undertakes to exercise the City Marketing Rights pursuant to the terms of this Letter Agreement.



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2. International FIFA Fan Fest Sponsors/FIFA Marketing Affiliates Rights

- 2.1 Number of International FIFA Fan Fest Sponsors: FIFA shall appoint a maximum of six (6) FIFA Marketing Affiliates as sponsors of the International FIFA Fan Fest Sponsors (the "**International FIFA Fan Fest Sponsor**"). The International FIFA Fan Fest Sponsors shall be entitled to a global rights package as set out in Schedule 5 in relation to all International FIFA Fan Fest events (the "**Global Rights Package**").
- 2.2 Sponsor Agreements: The revenues derived from these sponsorship agreements are used to fund the International FIFA Fan Fest project and provide the basic infrastructure to the participating cities as described in clause 3.1.
- 2.3 Additional Venue-Specific Rights: Venue-specific marketing rights as set forth in Schedule 3 may be granted to International FIFA Fan Fest Sponsors (as defined in this Clause 2) by the Agency as part of a separate agreement (the "**Venue-Specific Rights**") between the Agency and the International FIFA Fan Fest Sponsor. FIFA will provide support and facilitate the negotiations of these separate agreements. Prior to entering into any separate agreement the Agency will provide to FIFA for FIFA written approval any anticipated Venue Specific Rights offered to an International FIFA Fan Fest Sponsor in accordance with the terms and conditions set out in this Letter Agreement. For the avoidance of doubt, all revenues generated from the sale of Venue-Specific Rights shall be retained by the Agency.
- 2.4 Local Supporter Rights: Venue on site activation rights as set forth in Schedule 4 (the "**Local Supporter Rights**") may be granted by the Agency as part of a separate agreement to a local supporter, subject to Clause 2.6 below, which is an entity which is not a FIFA Marketing Affiliate, is not competing with the product categories of the FIFA Marketing Affiliates with their overall and main headquarter in Mexico (the "**Local Supporter**"). The Local Supporter Rights shall not include any promotions outside of the International FIFA Fan Fest venue and shall not allow any Local Supporter to use the International FIFA Fan Fest City logo as described in Schedule 2 or any other FIFA marks. Prior to entering into any separate agreement with a Local Supporter, the Agency will provide to FIFA for FIFA written approval any anticipated Local Supporter Rights offered to a Local Supporter in accordance with the terms and conditions set out in the Letter Agreement. For the avoidance of doubt, all revenues generated from the sale of Local Supporter Rights shall be retained by the Agency.
- 2.5 Third Party On-Screen Advertisers: Subject to prior written approval by FIFA and any protected time windows, the Agency may grant advertising slots to local, regional and national companies (i.e. companies that have their headquarters in France) that manufacture and/or supply products and services that are not competing with FIFA Marketing Affiliates and/or non-commercial international entities (the "**Third Party Advertisers**") in accordance with the broadcaster guidelines, including prohibited advertisers, as set out in the Event Manual.
- 2.6 Competing Sponsors/Supporters: No sponsorship rights or any other rights, in particular rights providing any kind of exposure at the International FIFA Fan Fest, may be granted to any entity which is considered by FIFA to be a competitor of a FIFA Marketing Affiliate. For the avoidance of doubt, even in the event that a FIFA Marketing Affiliate decides not to purchase and/or exercise any sponsorship rights, no third party in such a product category may purchase and/or exercise any such rights.
- 2.7 Food and Beverage Concessions:
- 2.7.1 The FIFA Marketing Affiliates in the categories of food and beverages shall have the exclusive right for the sale of their products at the International FIFA Fan Fest within their respective product categories at the International FIFA Fan Fest venue and the Agency shall not charge a pouring or license fee, save for McDonalds who shall retain their right to sell their products



separately at the International FIFA Fan Fest venue, FIFA shall support and facilitate the negotiation of any agreement between the FIFA Marketing Affiliate and the Agency or any food and beverage concessionaire appointed by the Agency in relation to the supply of their products for sale at the International FIFA Fan Fest venue.

- 2.7.2 In the event that a FIFA Marketing Affiliate does not supply its products for sale at the International FIFA Fan Fest venue, third party products may be sold at the venue in a manner to be agreed between the parties provided such products are sold in original packaging without additional branding and are in full compliance with the conditions to be set out in the Event Manual.
- 2.7.3 Local products by other third parties in categories outside the product categories of the FIFA Marketing Affiliates may be sold at the International FIFA Fan Fest venue unbranded and in accordance with the conditions to be set out in the Event Manual.
- 2.8 Rights Protection Programme: In addition to the Agency providing a site which is clear of branding and/or advertising by companies not granted marketing rights as described in this Letter Agreement by FIFA or the Agency, the Agency shall enter into good faith discussions with FIFA in regard to introducing a rights protection programme to prevent any form of ambush marketing in close proximity or at the venue of the International FIFA Fan Fest, for example by way of condition of entry or exclusions zones.

3. Event Delivery

Where applicable, the responsibilities of FIFA and the Agency as provided for in this clause 3 are set out in more detail in Schedule 6 and/or Schedule 7 below.

3.1 FIFA: FIFA shall at no cost to the Agency:

- determine the supplier of the basic infrastructure and branding around the basic infrastructure as detailed in this clause 3.1 and further in Schedule 6;
- negotiate and agree, on the Agency's behalf, the substantive terms for the sourcing of the basic infrastructure and branding around the basic infrastructure (subject to Agency approval, such approval not to be unreasonably withheld);
- reimburse the Agency in respect of costs (exclusive of VAT) incurred in providing the basic infrastructure including one (1) giant screen, one (1) stage and sound and lighting system and all costs (exclusive of VAT) associated with the production and installation of branding around the basic infrastructure as set out in Schedule 6 only;
- develop and provide to Agency, detailed specifications and artwork (as appropriate) for the basic infrastructure and the branding around the basic infrastructure, which is to be consistent with each of the International FIFA Fan Fest venues;
- provide an on-site venue manager to provide the service to FIFA of ensuring the basic infrastructure and branding around the basic infrastructure is installed and maintained throughout the International FIFA Fan Fest in accordance with the FIFA requirement for consistency across each of the International FIFA Fan Fest venues.
- facilitate to the Agency the necessary access to the live television signal of all matches of 2010 FIFA World Cup South Africa™ for live broadcast of the matches at the International FIFA Fan Fest venues as appropriate either by way of a license from the official broadcaster of the 2010 FIFA World Cup South Africa™ in Mexico to Agency or by way of the FIFA television signal;
- centrally market to and service the International FIFA Fan Fest Sponsors;
- ensure the overall project management and co-ordination between the participating International FIFA Fan Fest Cities, the International FIFA Fan Fest Sponsors and FIFA; and



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- promote the event globally via its FIFA channels used for the 2010 FIFA World Cup South Africa™.

3.2 Location: The Agency shall provide a location, to be agreed by FIFA, for the International FIFA Fan Fest which shall:

- have a minimum capacity of 20,000 spectators;
- have sufficient space to accommodate stages, screens, concession area for sale of food and beverages, commercial display area, public viewing area, grandstand/tribune with reserved seats and adequate overflow area);
- be an iconic, landmark location which is recognisable by a world-wide TV audience immediately identifying Mexico City as the venue;
- be available for use solely in respect of the 2010 FIFA World Cup South Africa™ or other programmes as set out in this Letter Agreement between 1st June 2010 until 14th July 2010 inclusive;
- remain open to the public from 10:00 to 24:00 (CET) without infringing any city, local or other by-laws or legislation;
- in the event of an emergency can be easily evacuated;
- easily accessible for transportation vehicles, up to forty (40) tons in capacity, during the installation and clean up process;
- be supplied by basic utilities including water and electric supply;
- have a floor for which the surface is flat and firm to enable the safe and easy installation of giant screens and stages;
- not be situated above an underground train system or parking lot to avoid high levels of static;
- be fully served with telephone connections and wireless internet connectivity; and
- be easily accessible by public transportation.

3.3 Site Requirements: The Agency shall obtain all necessary permits, licenses and clearances required for the organisation and staging of the International FIFA Fan Fest. The International FIFA Fan Fest venue and any infrastructure used at the venue shall be free and clear of any third party branding or advertising and comply with the conditions set out in the Event Manual.

3.4 Security: The Agency shall ensure that all necessary security measures are taken for the International FIFA Fan Fest including a secured fence and secured access controls for all visitors.

3.5 International FIFA Fan Fest Event Manual: On the basis of this Letter Agreement, FIFA will develop an event manual outlining in detail all necessary operational details and procedures for the implementation of the International FIFA Fan Fest (the "**Event Manual**"). The Event Manual shall be delivered to the Agency no later than November 2009.

3.6 Food & Beverage Concessions and Third Party Products: The Agency shall run (or appoint a third party to run) food and beverage concessions and the sale of third party products subject to clause 2.7 above. For the avoidance of doubt, the split of revenues generated from the sale of food and beverage through the food and beverage concessionaires or any other third party appointed in accordance with clause 2.7 shall be agreed between the Agency and the concessionaire or third party appointed by the Agency pursuant to this Letter Agreement.

3.7 McDonalds: McDonalds shall be entitled to operate their own restaurant at the International FIFA Fan Fest venue, without incurring any rental fee for space at the International FIFA Fan Fest venue, and retain all revenues generated from the sale of their products

3.8 Hospitality: The Agency may run (or appoint a third party to run) a hospitality programme to be delivered in accordance with the conditions set out in the Event Manual, including an un-branded hospitality area to be used by VIPs, International FIFA Fan Fest Sponsors, FIFA Marketing Affiliates, Local Supporters, government and other third parties. For the avoidance of doubt, all revenues



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generated from the hospitality programme shall be retained by the Agency or such third party appointed by the Agency pursuant to this Letter Agreement.

- 3.9 Merchandising: The Agency may enter into an agreement with FIFA's master licensee Global Brands Football Limited, 1 Harbourfront Place, #09-05/06 Harbourfront Tower One, Singapore 098633 ("**Global Brands Group**"), or a national entity appointed by them, with respect to the sale of official licensed products at the International FIFA Fan Fest. In addition, the Agency may enter into a licensing agreement with Global Brand Group for the production and sale of specific International FIFA Fan Fest merchandising products as agreed between the parties from time to time. For the avoidance of doubt, the split of revenues generated from the sale of official licensed products and International FIFA Fan Fest merchandising products at the Paris International FIFA Fan Fest venue shall be negotiated between the Agency and Global Brands Group (or a national entity appointed by Global Brands Group).
- 3.10 Entertainment: The Agency shall provide entertainment (e.g. music concerts and other local and international cultural events) on match days (at times where no matches or other marketing activities are occurring) in accordance with the conditions set forth in the Event Manual. On non-match days, the Agency may offer entertainment and the Agency is entitled to charge an entrance fee. For the avoidance of doubt, all revenues generated from the entertainment programme and such entrance fees on non-match days shall be retained by the Agency.
- 3.11 Premium Seating: The Agency may sell or allocate tickets for seats located at a grandstand/tribune for the purpose of viewing matches (the "**Premium Seats**"). The number of Premium Seats being sold shall not exceed 10% of the total capacity venue and 5% of the Premium Seats at the grandstand/tribune shall be allocated to FIFA (at no charge). For the avoidance of doubt, any revenues generated from the sale of Premium Seats shall be retained by the Agency.
- 3.12 Media Supporters: The Agency may appoint a local print company and newspaper as media co-operation partners and grant them the same rights as defined for the Local Supporters in Schedule 4. Any appointment of a media supporter is subject to prior FIFA written approval and shall not compete with the rights granted to an official media rights licensee in France. For the avoidance of doubt, any revenue or value in kind generated from such an appointment shall be retained by the Agency.
- 3.13 Other Public Viewing Events and Fan Fests hosted by Sponsors: The Agency undertakes to fully support the organisation of the International FIFA Fan Fest and to not support other events staged by any third party.
- 3.14 Television/Media: FIFA shall grant to the Agency a public viewing license for the live broadcast of all 64 matches of 2010 FIFA World Cup South Africa™ free of charge.

4. Miscellaneous

- 4.1 Definitions: All capitalised expressions used in this Letter Agreement shall have their respective meanings set out in Schedule 1 unless otherwise defined herein or where the context otherwise expressly requires, and any phrase introduced by the terms "including", "include", "in particular", "for example", "such as" or any similar expression shall not limit the sense of the words preceding or following such terms.
- 4.2 Term: Subject to clause 4.5 below, the term of this Letter Agreement commences on the date of execution by both parties and shall expire three (3) months after the final match of the 2010 FIFA World Cup South Africa™, unless previously terminated (the "**Term**").
- 4.3 Warranties and Representation: The Agency hereby warrants and represents to FIFA that (i) the Agency has the requisite power and authority to enter into, execute, deliver and perform this Letter Agreement and has obtained the relevant authorisation required and granted by Government of

Mexico City to stage an International FIFA Fan Fest in Mexico City and (ii) this Letter Agreement has been duly authorised, executed and delivered by the Agency.



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- 4.4 Legal and Binding Agreement: FIFA and the Agency agree and acknowledge that, subject to clause 4.5 below, this Letter Agreement is a legal, valid and binding agreement, enforceable against the parties in accordance with its terms. It is intended to further outline the details of the co-operation in relation to the International FIFA Fan Fest in a long-form staging agreement to be entered between FIFA and City in due course subsequent to the conclusion of this Letter Agreement.
- 4.5 Condition Precedent: This Letter Agreement shall become effective and valid subject to and conditional upon the following:
- at least 5 International FIFA Fan Fest Cities (or third parties on their behalf) entering into a short form staging agreement in relation to the International FIFA Fan Fest with FIFA;
 - at least 4 International FIFA Fan Fest Sponsors entering into a short form sponsor agreement in relation to the International FIFA Fan Fest with FIFA.
- 4.6 Confidentiality: The contents of, and any such information disclosed pursuant to and/or under, this Letter Agreement, are strictly confidential. The parties will do all things and acts necessary to preserve their confidentiality, except to the extent that disclosure is required by relevant laws or court orders, or is necessary in the course of legal proceedings.
- 4.7 Liability: The Agency shall operate the International FIFA Fan Fest in the City pursuant to this Letter Agreement at its sole risk and FIFA shall not be liable in any case for any loss of business, profit, sales, investment, service and supply expenses or for any special, occasional or indirect damage suffered by the Agency as a result of operating the International FIFA Fan Fest in Mexico City. The Agency shall bear all expenses incurred in connection with the operation of the International FIFA Fan Fest in Mexico City (unless otherwise expressly established in this Letter Agreement) and shall be directly and solely liable for the full payment and discharge of any sort of obligation with respect to third parties (for instance, suppliers, service providers or tax authorities).
- 4.8 Insurance:
- 4.8.1 Cancellation, Force Majeure: The Agency shall secure and maintain during the entire Term of this Letter Agreement, at its own expense, sufficient insurance cover with an insurer acceptable to FIFA of recognised international standing and authorise to do business in Mexico to cover all FIFA's risk of loss or damage arising from any cancellation (in whole or in part) of the International FIFA Fan Fest in Mexico City or any event of Force Majeure.

The insurance policy and/or certificate to be obtained and maintained by the Agency under this clause 4.8.1 shall:

- i. Name FIFA as insured (loss payee).
- ii. Be endorsed to include the insurer's waiver of subrogation in favor of FIFA, its parents, partners, shareholders, subsidiaries/affiliates including directors, officers, employees, agents and attorneys in fact,
- iii. Be endorsed to include a provision stating that no cancellation or changes to such policy or certificate shall be made without the prior written consent of FIFA.

Deductibles under the insurance to be obtained and maintained by the Agency pursuant to this clause 4.8.1 shall be assumed and paid by the Agency, provided that the obtainment of the insurance coverage referred to in this clause 4.8.1 shall not be construed as a limit on the liability of the Agency under this Letter Agreement.



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A certified (notarized) copy of the insurance policy or certificate to be obtained by the Agency under this clause 4.8.1 must be delivered by the Agency to FIFA at least 90 (ninety) calendar days prior to the commencement of the installation of the International FIFA Fan Fest in Mexico City.

- 4.8.2 Liability Insurance: The Agency shall, at its own expense, secure and maintain during the entire term of the organization of the International FIFA Fan Fest, comprehensive general liability insurance, including for claims against bodily injury (including mental injury, mental anguish, and death) and property damage (including loss of use) with an insurer acceptable to FIFA of recognized international standing and authorize to do business in Mexico with a minimum insurance as reasonably required for an event of such scale. FIFA and the Agency will agree in good faith on the extent of coverage. Such general liability insurance shall be in a broad form and shall contain no exclusion of liability for injury to participants (including but not limited to employees, volunteers and spectators). FIFA and its parents, partners, shareholders, subsidiaries/affiliates including directors, officers, employees, agents shall be named as additional insureds under the comprehensive general liability insurance referred in this Section.

The insurance policy and/or certificate to be obtained and maintained by the Agency under this clause 4.8.2 shall:

- i. Be endorsed to include the insurer's a waiver of subrogation in favor of FIFA, its parents, partners, shareholders, subsidiaries/affiliates including directors, officers, employees, agents and attorneys in fact,
- ii. Be endorsed to include a provision stating that no cancellation or changes to such policy or certificate shall be made without the prior written consent of FIFA.

Deductibles under the insurance to be obtained and maintained by the Agency pursuant to this clause 4.8.2 shall be assumed and paid by the Agency, provided that the obtainment of the insurance coverage referred in this clause 4.8.2 shall not be construed as a limit on the liability of the Agency under this Letter Agreement.

A certified (notarized) copy of the insurance policy or certificate to be obtained by the Agency under this clause 4.8.2 must be delivered by the Agency to FIFA at least 90 (ninety) calendar days prior to the commencement of the installation of the International FIFA Fan Fest in Mexico City.

- 4.8.3 Indemnification: The Agency shall indemnify and hold harmless FIFA and all its affiliates (including the International FIFA Fan Fest Sponsors) against any and all losses, damages and claims (including third party claims) arising and in relation to the staging of the International FIFA Fan Fest in Mexico City, any breach of and or non-compliance with this Letter Agreement (and in particular the Event Manual) and any and all tax liabilities which may arise or be incurred by FIFA in connection with this Letter Agreement and/or any of the agreements and arrangements entered into by the Agency, including the receipt by the Agency of any revenues derived from the media, marketing and/or food & beverage concession agreements outlined in this Letter Agreement.

- 4.9 Anti-Corruption: The parties acknowledge that giving and taking bribes can lead to criminal proceedings in accordance with art. 4a of the Swiss Federal Law on Unfair Competition (art. 102 of the Swiss Criminal Code). In this context, FIFA is entitled to solicit information.

- 4.10 Governing Law / Place of Jurisdiction: This Letter Agreement shall be governed by and interpreted in accordance with the laws of Switzerland, the Vienna Convention on the International Sale of Goods being excluded. All disputes in connection with this Agreement, including disputes as to its conclusion, binding effect, amendment and termination, are to be promptly settled between the parties by negotiation. If no solution can be reached, such disputes shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of three (3) arbitrators under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss

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Chambers of Commerce. The seat of the arbitration shall be Zurich, Switzerland and the language of the proceedings shall be English. For the avoidance of any doubt, any determination made by the arbitral tribunal shall be final and binding on the parties.



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We would be grateful if you could please counter-sign this Letter Agreement as indicated below to confirm your agreement with its content.



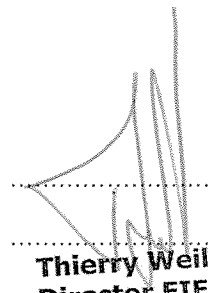
Kind regards

FIFA

By: 

Name: **Jérôme Valcke**

Title: **Secretary General**

By: 

Name: **Thierry Weil**

Title: **Director FIFA Marketing**

AGREED BY AGENCY

16.11.2009

By: **International Football Agency**

Name: **PABLO BARBOSA**

Title: **LEGAL REPRESENTATIVE**

By: **International Football Agency**

Name: **Guillermo Aguirre Crescencio**

Title: **Financial Director**



12.11.2009 



Schedule 1

Definitions



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FIFA Marketing Affiliates: means an entity to which FIFA or any nominee of FIFA grants any sponsorship rights in relation to FIFA competitions including but not limited to the following entities:

- Adidas
- Coca-Cola
- Emirates
- Hyundai
- Sony
- Visa
- Anheuser-Busch
- McDonald's
- MTN
- Satyam
- Continental
- Castrol

FIFA reserves the right to include other product categories pending new sponsorship agreements. In the event that FIFA enters into a new sponsorship agreement after the Agency has entered into an agreement with a Local Supporter, the rights granted to the Local Supporter at the respective International FIFA Fan Fest venue shall remain effective.

Force Majeure: means an event, inability or delay which is caused by circumstances beyond the relevant party's reasonable control and which cannot be cured by measures which might reasonably be taken in the course of that relevant party's business, including, without limitation, war or other action of military forces, terrorism, riot, civil commotion, sabotage, vandalism, accident, breakdown or damage to machinery or equipment or technology, fire, flood, acts of God, regulatory, legislative or administrative interference, ruling or decision PROVIDED THAT no circumstance or cause shall be considered to be beyond the control of a party if it arises as a result of that party's failure to take reasonable care.

Schedule 2

City Marketing Rights



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The Agency shall receive the following marketing rights:

- Official Designation: Use of the following official designation related to the staging of the International FIFA Fan Fest: **"Official FIFA Fan Fest City"**

This designation may be used to promote the International FIFA Fan Fest City's involvement. Such use may not involve the reference or other involvement of any other (commercial) entities.

- Official Emblem: Right to use an official International FIFA Fan Fest City composite logo for promotional purposes as per below:



- Promotion of status: The Agency has the right to promote Mexico City as an International Fan Fest City. FIFA will promote the International FIFA Fan Fest City in their own promotional activities, e.g. a promotional video.
- International FIFA Fan Fest On-Site Branding: Dominant recognition of Mexico City on the screen and stage surround and as part of the entrance gates and on-site branding towers (such as reference to "FIFA Fan Fest [City]" on top of the screen surround).
- Premiums/Give-Aways: The right to produce International FIFA Fan Fest premiums (in accordance with the conditions set out in the Event Manual) to be distributed at the International FIFA Fan Fest venue.
- Official FIFA World Cup Match Programme: Reference to Mexico City within the official match programme.
- International FIFA Fan Fest Brochure: Recognition and exposure of Mexico City in an official International FIFA Fan Fest brochure which will be distributed by FIFA to the member associations.
- FIFA.com: A page on FIFA.com promoting Mexico City within the FIFA World Cup™ section.



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- International FIFA Fan Fest website: The right to set up an International FIFA Fan Fest section on the Agency and/or Mexico City website. The relationship between the International FIFA Fan Fest website and FIFA.com, such as a direct link, shall be at the discretion of FIFA on a case-by-case basis, depending on the content made available and in accordance with the conditions set out in the Event Manual.
- International FIFA Fan Fest Cities Co-operation: All International FIFA Fan Fest Cities can support each other in their promotional activities, such as the set up of a booth and featuring promotional videos. This shall be further discussed in good faith, dependant on the cities involved and the interest of such cities, at the workshop intended to take place in May 2009.
- Promotion: Promote Mexico City and Mexico City's tourism, with expected national and international TV coverage in over 200 countries and in international promotion campaign before and during the tournament (on TV and online).
- Official Status: Use the FIFA World Cup™ marks and tap into FIFA know-how and experience planning such events, using FIFA resources e.g. historical footage and leveraging the trusted brand identity.



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Schedule 3

Venue-Specific Rights

The following Venue-Specific Rights may be offered by the Agency to the International FIFA Fan Fest Sponsors subject to a separate agreement:

- **Individual On-Site Branding**: International FIFA Fan Fest venue branding (subject to FIFA approval and the Event Manual) such as branding on buildings, fences, walls, uniforms and other specific on-site branding available at the site.
- **Commercial Display**: including space for use; the right to sample print material and 2010 FIFA World Cup™ related premiums; the right of "first selection" along with other International FIFA Fan Fest Sponsors entitled to Venue-Specific Rights for space location in any commercial display area at the International FIFA Fan Fest venue.
- **Giant Screen**: the right along with other International FIFA Fan Fest Sponsors entitled to Venue-Specific Rights to purchase time slots.
- **Additional Stage Programme Times**: in addition to the five (5) minutes granted within the sponsor agreement between FIFA and International FIFA Fan Fest Sponsor.
- **Media**: the first right of negotiation along with other International FIFA Fan Fest Sponsors entitled to Venue-Specific Rights for any broadcast sponsorship and other commercial inventory made available by any media partners.
- **Tribune (if existing)**: the first right along with other International FIFA Fan Fest Sponsors entitled to Venue-Specific Rights to purchase tribunal tickets to use for promotional purposes.
- **Hospitality (if existing)**: the first right along with other International FIFA Fan Fest Sponsors entitled to Venue-Specific Rights to purchase packages.

Schedule 4

Local Supporter Rights



The following Local Supporter Rights may be offered by the Agency to Local Supporters subject to a separate agreement:

- Joint On-Site Branding Rights: subject to commercial hierarchy (as defined by FIFA from time to time) shall include additional sponsor towers and branding within the hospitality areas (if existing) at the International FIFA Fan Fest venue.
- Joint Off-Site Sponsor Recognition: shall include the use of the sponsor strip in International FIFA Fan Fest print publications issued by the Agency; International FIFA Fan Fest programmes issued by the Agency and International FIFA Fan Fest City website (within the International FIFA Fan Fest section) operated by the Agency and/or Mexico City.
- Individual On-Site Branding: includes the "second right" along with other Local Supporters entitled to Local Supporter Rights to purchase International FIFA Fan Fest venue branding (subject to FIFA approval and the Event Manual) such as branding on buildings, fences, walls, uniforms and other specific on-site branding available at the site. For the avoidance of doubt, the Local Supporters shall not be entitled to use any FIFA marks in relation to their brand or create an association in any way between Local Supporter and the FIFA World Cup™.
- Commercial Display: subject to prior written approval by FIFA, includes space for use; the right to sample print material; the right of "second selection" along with other Local Supporters entitled to Local Supporter Rights for space location in any commercial display area at the International FIFA Fan Fest venue.
- Giant Screen: the "second right" along with other Local Supporters entitled to Local Supporter Rights to purchase airtime slots.
- On-Stage Programme: including a maximum five (5) minutes per day subject to availability and the right of "second selection" along with other Local Supporters entitled to Local Supporter Rights for time slots.
- Tribune (if existing): the second right along with other Local Supporters entitled to Local Supporter Rights to purchase tribunal tickets to use for promotional purposes. Any promotional activity by a Local Supporter may only be related to the International FIFA Fan Fest and is subject to FIFA written approval.
- Hospitality (if existing): the second right along with other Local Supporters entitled to Local Supporter Rights to purchase packages.

Schedule 5**Global Rights Package**

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Right	Description
Joint On-Site Branding Rights (Sponsor Logo Strip)	<ul style="list-style-type: none"> • Screen surround • Stage surround • Entrance gates • Fan Fest Sponsor Towers
Joint Off-Site Sponsor Recognition (Sponsor Strip)	<ul style="list-style-type: none"> • Fan Fest print publications • Fan Fest programme • FIFA.com section • Fan Fest City website (Fan Fest section)
Giant Screen	<ul style="list-style-type: none"> • Three 30 sec joint. on-screen spots presenting sponsors advertisement for all International FIFA Fan Fest Sponsors per match • Additional on-screen advertisements per match (depending on number of International FIFA Fan Fest Sponsors)
Use of Designations / Logo	<ul style="list-style-type: none"> • Official Sponsor of the International FIFA Fan Fest • Use of composite Fan Fest Logo for promotional purposes • Use of Official Look – if available
On-Stage Programme	<ul style="list-style-type: none"> • 5 minutes per day per venue
Sole and Exclusive Programme	<ul style="list-style-type: none"> • Right to develop a S&E programme across all venues (such as "Last Minute Ticket promotion") or similar
Product exclusivity (if applicable)	<ul style="list-style-type: none"> • First Right of negotiation (if no agreement reached, third party products may only be sold unbranded)

Schedule 6

Basic Infrastructure



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FIFA will reimburse the Agency in respect of the supply and installation of following basic infrastructure:

- **Giant Screen**
 - one giant screen (approximately 50sqm);
 - sourcing, delivery, operation and dismantling after the event;
 - technicians to operate the screen;
 - hoisting equipment and building infrastructure;
 - cabling.
- **Stage**
 - one stage between 70 and 100 sqm;
 - technicians to operate the stage.
- **Sound and light system**
 - for approximately up to 30,000 spectators;
 - technicians to operate the sound and light system.
- **Branding**
 - development of the on-site branding concept;
 - delivery of the material for screens, the stages, the entrance gates and branding towers to be set up on site.

Schedule 7**Further Detailed Summary of FIFA/City Responsibilities**

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Except as expressly set out in the Letter Agreement, the below list of FIFA Responsibilities is conclusive and represents the services and materials to be provided by FIFA and the Basic Infrastructure and Branding for which FIFA will reimburse the Agency the cost of supply and installation (excluding VAT). The supply of any further and other infrastructure elements shall be the sole responsibility of the Agency.

All International FIFA Fan Fest Cities will receive the same contributions and services. Any upgrades of the infrastructure will be at the expense of the Agency. FIFA and the Agency shall discuss whether any additional infrastructure shall be sourced from FIFA suppliers to save on costs.

FIFA Responsibilities

Items	Comments FIFA
Basic Infrastructure	Basic Infrastructure
- One giant screen (50qm)	one daylight LED screen with a picture surface of approx. 50sqm per venue
- Giant screen hoisting equipment	this means e.g. motors, safeties, clamps etc. to rig the screen into the stage / scaffolding.
- Giant screen technical personnel	personnel needed for the installation and de-installation of the screen. FIFA reserves the right to ask for some stagehands for installation and de-installation provided by the Agency. One technician will be present on site for the entire event period (on site 1 hour before opening doors until half an hour after closing doors). The technician is responsible for the operation of the screen but not for the video direction and the provision of content on the screen (e.g. matches, stage program, ad clips etc.).
- Giant screen transport to venues	Reimbursement for the transport of the equipment and personnel to the venues and back. Agency is responsible for the access to the site and if necessary for ground protection on site.
- Giant screen and stage set-up concept	this means the overall conception of the event set up for the stage and screen set up. FIFA will provide drawings, static calculations and pictures.



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	FIFA reserves to integrate the screen into the stage construction
- Main stage (between 70 und 100 sqm)	This includes the installation and de-installation of the stage as well as the transport of the stage to the venue. The final size of the stage will be determined on the basis of the location requirements, after a site visit. FIFA may integrate the screen into the stage construction
- Sound and light system (for approx. 20.000 spectators)	PA System with a capability for 20.000 spectators including a basic monitor audio equipment, suitable for smaller music bands. Light equipment includes a standard stage light with white light as well as a standard show-light (probably including moving lights)
- Sound and light technical personnel	personnel needed for the installation and de-installation of the sound and light equipment. FIFA reserves to ask for some stagehands for installation and de-installation provided by Agency. Three technicians will be present on site for the entire event period (on site 1 hour before opening doors until half an hour after closing doors). The technicians are responsible for the operation of the sound and light equipment but not for stage management and the installation and de-installation of stage program related equipment.
- Public Viewing License	every user of the TV-signal for any public viewing is required to pay the costs for the public viewing license. Agency shall receive this license free of charge.
Branding	Branding
- Creation of Fan Fest Designs and Branding Concept	this includes all management and operational costs for the development of the Fan Fest Design and the overall



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	Branding Concept (on part of FIFA) to ensure the event is fully integrated into the official FIFA World Cup look and feel.
- Screen Branding	this includes all management and production costs for the planning, sizing, printing, delivery and installation of screen surround e.g. top banner, bottom banner, side wings etc. In case the Agency sets up additional screens, FIFA will also supply the branding for the additional screens with the official Fan Fest design.
- Stage Branding	this includes all management and production costs for the planning, sizing, printing, delivery and installation of the stage surround e.g. top banner, bottom banner, backdrop, side wings etc. FIFA may integrate the screen into the stage construction, therefore it is possible that FIFA will provide a combined screen/stage surround.
- Entrance Gates Branding	this includes all management and production costs for the planning, sizing, printing and delivery of the branding for all entrance gates installed by the Agency. The installation, de-installation and maintenance of the printings is within the responsibility of the Agency.
- Branding Templates	this includes all management and operational costs for the development of the design templates which can be used by the Agency for their own activities in conjunction with this Letter Agreement. The Agency does not have to create their own designs, but can make use of the design templates provided by FIFA.
Promotion / Media	Promotion / Media
- Global and national promotion concept	this includes all management and operational costs for the creation of a global promotion concept for all Fan Fests.



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- Fan Fest website on FIFA.com	this includes all management and operational costs for the creation, implementation and operation of a central Fan Fest website on FIFA.com (at the 2006 FIFA World Cup, FIFA.com had 4.5 billion page views and 48 million unique users). This site will contain all relevant information on all FIFA Fan Fests and specific information of each FIFA Fan Fest City as provided by the FIFA Fan Fest Cities and/or the Agency.
- Participating Member Associations	this includes all management and production costs for the communication and promotion to the 32 Participating Member Associations and their fans (via circular letters, website content, etc).
- TV/Radio Media Partner	FIFA will closely cooperate with the TV/Radio Partner to support the activation of any promotional and operational activities in their general and specific FIFA World Cup promotional activities.
- Print Media Partner support activities	FIFA will closely cooperate with the Print Partner to support the activation of any promotional and operational activities in their general and specific FIFA World Cup promotional activities.
- Research programme	this includes all management and operational costs for the creation and implementation of a Fan Fest research programme, including the research service provider and the documentation of the research. The results of the research programme will be provided to the Agency free of charge.
Organisation / Coordination	
- Venue Management Support by FIFA Project Team	this includes reimbursement for the costs for operating the basic infrastructure solution,



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	the on-site support for FIFA Affiliates, Media Partner, official merchandise and FIFA activation.
- Central management by FIFA Project Team	this includes the overall planning, management and coordination of the overall Fan Fest project across all FIFA Fan Fest Cities. This includes the costs for planning, sourcing, overseeing the basic infrastructure solution the costs of which to be reimbursed to Agency, the planning support and servicing of the FIFA Affiliates, Media partner, official merchandise.
- Organisation of FIFA Fan Fest City Coordination Workshops (if applicable)	this includes all management and operational costs for the workshops with all FIFA Fan Fest Cities but not accommodation and travel costs for any non FIFA representatives
- Organisation of FIFA Fan Fest City Venue Tours (if applicable)	this includes all management and operational costs for the Venue Tours but not accommodation and travel costs for any non FIFA representatives
- Organisation of FIFA Marketing Affiliate Workshops / Venue Tours (if applicable)	this includes all management and operational costs for the workshop but not accommodation and travel costs for any non FIFA representatives

AGENCY Responsibilities

Items	Comments FIFA
On site venue organisation / event management	On site venue organisation / event management
- Local FIFA Fan Fest City Event Agency / Management (including stage director and management)	this includes all management and operational costs incurred by the Agency operating the FIFA Fan Fest for the FIFA Fan Fest City.
Location / Venue Requirements	Location / Venue Requirements
- Rent of the Location	It is assumed that the locations are owned by Mexico City and no costs are incurred to



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	use this location for the FIFA Fan Fest.
- Preparation of the Location	Including e.g. paved surface and availability of all utilities (power, water, etc)
- Safety and Security (including private security)	Includes all on-site and off-site (streets near the venue and elsewhere in the FIFA Fan Fest City) security required. Includes securing of the fences (24- hours)
- Fencing (including personnel)	Erecting, maintenance and dismantling of the fencing
- First Aid Facilities / Fire Police	Availability according to local law requirements for the entire time from the opening of the event
- Cleaning / Waste Management	This includes the waste and cleaning management of the entire site. This does not include cleaning of FIFA Marketing Affiliate displays.
- Water supply	This includes all availability of water. This does not include consumption of water.
- Power supply (including back-up generators)	Including power supply for infrastructure provided by FIFA . This does not include the consumption of power for display of Commercial Affiliates.
- Other Utilities / ICT	Including provision of IT/internet connections for venue management. this does not include the consumption.
- Permits, legal costs	Agency to support FIFA or its partners for permissions procedures (permits for set up of displays, screens, etc)
- Insurances	as per clause 4 of the Agreement
- Toilets	
- Additional Branding (Towers, Hospitality area, etc)	Venue and city branding except for main stage, entrance and fences. FIFA will develop template and FIFA Fan Fest City only has to pay production costs.
- Directional Signage	This includes any directional signage on site or anywhere in the FIFA Fan Fest City, to lead the fans to the site.
- Food and Beverage stands (installation)	This does not include an stands by FIFA Affiliates, but the stands set up by the FIFA Fan Fest City or the master concessionaire appointed for the event
- Crash barriers (in front of screen and stages)	Dictated by the overall Security concept not a requirement of FIFA.
- Traffic and Transportation	Including transportation to city centre and airport as required
- Law Enforcement / rights protection	Protection of the FIFA Fan Fest City Laws (illegal sales etc.)
- Walkie Talkies (On-Site Communication)	also for FIFA Technical staff on site
- Customer Services (Lost and Found, Information, etc)	
- Additional lighting (illumination of screens and stages, etc)	FIFA will reimburse for lighting for the screen/Stage solution itself. All other lighting (entrance gates, additional screen, etc to be supplied by the FIFA Fan Fest City)
- Cabling	Screen cabling will be reimbursed by FIFA



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	(15 meters). Any cabling from there to any generators or other facilities will be provided by the Agency.
- Production containers (Back-stage) with work spaces / storage	Including the storage for the Affiliates and the working places for FIFA technical staff
- Staff catering	Entire Fan Fest staff (incl. the FIFA technical team)
- Technical Personnel	General technical personnel excluding the screen, stage, sound, light production team (provided by FIFA)
- Volunteers	The scale of the programme is to be decided by the Agency.
- Accreditation system	Mainly for backstage, hospitality and media purposes, as required by security policies.
- Tribune construction (optional, as needed)	As to whether this is needed or not is to be decided by each FIFA Fan Fest City itself.
- Hospitality Production	Depending on the FIFA Fan Fest City concept. The scale of the programme is to be decided by the Agency.
Operational Requirements	
- Additional Screen (if needed by the FIFA Fan Fest City)	Only if Agency wishes to have an additional screen, no requirements from FIFA
- Installation equipment (fork lifts, cranes, cherry pickers, lights, etc)	FIFA Technical staff to be allowed to use Agency installation equipment on site during installation (approx. as of 10 days prior). Construction work lighting to be provided to work at night.
- Signal	Provision of equipment to receive the TV-Signal on site. (e.g. satellite dish, satellite receiver or digital aerial).
- Video direction	Standard video direction (incl. personnel) for the transmission of all contents (incl. commercials) on the screen
- Camera equipment and crew	Standard camera equipment (incl. Personnel) to film the stage content and to thereby put this on the screen. Only if cooperation with TV media partner is reached, cameras must be "TV Standard".
- Scaffoldings for Entrance Gates, Towers, etc	includes the construction (scaffoldings) to set up the towers, entrance gates, etc on-site. This includes the installation as decided by the Agency.
- Fence Branding	this includes all management and production costs for the planning, sizing, printing and delivery of the fence branding covering the fences with the official Fan Fest look. FIFA will provide templates. Only if a fence is not visible at all by the general public in a "dead area", the fences may only be covered with black gazes. The installation, deinstallation and maintenance of the fence branding is within the responsibility of the Agency.
- Additional infrastructure	this depends on the FIFA Fan Fest City concept and can not be detailed at this



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	stage. This includes any infrastructure which may or may not be needed and which is not listed in this schedule.
Entertainment / Programme	Entertainment / Programme
- Stage programme (music, theatre, moderators, etc)	any programme desired and planned by the Agency. This does not include any FIFA shows or content provided by the FIFA Marketing Affiliates. Scale of programme is to be decided by the Agency.
- Non Match day entertainment (concerts, etc)	any non-match day entertainment desired and planned by the Agency. The scale of the programme is to be decided by the Agency.
Promotion	Promotion
- Website appearance	The Agency may have one Fan Fest section on the city and/or Agency website
- Local PR activities	The Agency will locally promote the event as required to fill the Fan Fest. The scale of these PR activities are to be decided by the Agency.