

OFC CHAMPIONS
LEAGUE

2013 REGULATIONS



OFC

Regulations for the 2013 OFC Champion League

Preamble

The following regulations have been adopted on the basis of Articles 53 and 55 of the OFC Statutes.

I General Provisions

Article 1

Scope of application

1.01 The present regulations govern the rights, duties and responsibilities of all parties participating and involved in the organisation of the 2013 OFC Champions League including the respective preliminary competitions (hereinafter the competition).

II Entries – Admission – Integrity of the Competition – Duties

Article 2

Number of clubs per OFC member association

2.01 OFC member associations (hereinafter associations) may enter their club champion and where applicable their runner up club for the competition in accordance with the criteria prescribed in these regulations.

2.02 Associations are represented through their club champion and where applicable their runner up club of their top domestic league championship.

Admission criteria

2.03 To be eligible to participate in the competition, a club must fulfil the following criteria:

- a) it must have qualified for the competition on sporting merit;
- b) it must fill in the official entry documents (i.e. all documents containing all the information deemed necessary by the OFC administration for ascertaining compliance with the admission criteria), which must reach the OFC administration by 1 September 2012
- c) it must have obtained a licence issued by OFC in accordance with the OFC Club Licensing Regulations;

- d) it must comply with the rules aimed at ensuring the integrity of the competition as defined in Article 3;
- e) it must confirm in writing that the club itself, as well as its players and officials, agree to respect the statutes, regulations, directives and decisions of OFC;
- f) it must confirm in writing that the club itself, as well as its players and officials, agree to recognise the jurisdiction of the Court of Arbitration for Sport (CAS) in Lausanne as defined in the relevant provisions of the OFC Statutes and agree that any proceedings before the CAS concerning admission to, participation in or exclusion from the competition will be held in an expedited manner in accordance with the Code of Sports-related Arbitration of the CAS and with the directions issued by the CAS;

Admission procedure

- 2.04 The OFC General Secretary communicates the decision on admission to the competition to the clubs in writing, through their association. Such decisions are final.
- 2.05 If there is any doubt as to whether a club fulfils the admission criteria, the OFC General Secretary refers the case to the OFC Executive Committee which will decide without delay upon the admission of that club.
- 2.06 A club which is not admitted to the competition is replaced by the next best placed club in the top domestic league championship of the same association, provided it fulfils the admission criteria.

Article 3

Integrity of the competition

- 3.01 To ensure the integrity of the OFC club competitions, the following criteria apply:
 - a) no club participating in a OFC club competition may, either directly or indirectly:
 - i) hold or deal in the securities or shares of any other club participating in a OFC club competition,
 - ii) be a member of any other club participating in a OFC club competition,
 - iii) be involved in any capacity whatsoever in the management, administration and/or sporting performance of any other club participating in a OFC club competition, or

- iv) have any power whatsoever in the management, administration and/or sporting performance of any other club participating in a OFC club competition;
- b) no one may simultaneously be involved, either directly or indirectly, in any capacity whatsoever in the management, administration and/or sporting performance of more than one club participating in a OFC club competition;
- c) no individual or legal entity may have control or influence over more than one club participating in a OFC club competition, such control or influence being defined in this context as:
 - i) holding a majority of the shareholders' voting rights;
 - ii) having the right to appoint or remove a majority of the members of the administrative, management or supervisory body of the club;
 - iii) being a shareholder and alone controlling a majority of the shareholders' voting rights pursuant to an agreement entered into with other shareholders of the club; or
 - iv) being able to exercise by any means a decisive influence in the decision-making of the club.

Article 4

Duties of the clubs

- 4.01 On entering the competition, participating clubs agree:
- a) to enter into a **team management agreement** with OFC as prescribed in Annex I of these regulations
 - b) to comply with the Laws of the Game issued by the IFAB;
 - c) to respect the principles of fair play as defined in the OFC Statutes;
 - d) to play in the competition until their elimination and to field their strongest team throughout the competition;
 - e) to stage all matches in the competition in accordance with the present regulations;
 - f) to comply with all decisions regarding the competition taken by the OFC Executive Committee, the OFC administration or any other competent body and communicated appropriately (by OFC circular letter or by official letter, fax or email);
 - g) to observe the OFC and/or FIFA Safety and Security Regulations for all matches in the competition;

- h) to stage all matches in the competition in a stadium meeting the criteria of the stadium category required by paragraph 13.01;
- i) to make every reasonable effort to make players who win official OFC club football awards available for the awards ceremony (“OFC Club Football Awards”) at the start of the season;
- j) to cooperate with OFC at any time – and in particular at the end of matches – in the collection of items from the game and players' personal items that could be used by OFC to create a memorabilia collection to illustrate the heritage of the competition, to the exclusion of any commercial use;
- k) not to represent OFC or the OFC Champions League without OFC's prior written approval;
- l) to update the OFC administration in writing within 14 working days about any facts and information related to the admission criteria (see paragraph 2.04) that have changed since the admission of the club (including changes affecting the official entry documents);
- m) to inform the OFC administration about any disciplinary procedure opened against the club and/or its players and/or its officials by its association and/or its professional league for allegedly arranging or influencing the outcome of a match at national level. The same applies for any football-related procedure opened by a state authority against the club and/or its players and/or its officials based on the criminal code.

4.02 The winner of the OFC Champions League agrees to take part in the following Competitions:

- the FIFA Club World Cup;
- intercontinental competitions arranged by OFC in conjunction with other confederations or member associations.

4.03 The OFC Champions League runner-up agrees to play these matches if the winner cannot take part.

4.04 The club may use its name and/or logo provided all the following requirements are satisfied:

- a) the name is mentioned in the statutes of the club;
- b) if required by national law, it is registered with the chamber of commerce or equivalent body;
- c) it is registered at its association and used in national competitions;
- d) the name and logo do not refer to the name of a commercial partner.

Exceptions to this rule may be granted by the OFC administration in any case of particular hardship (e.g. long-term existing name, etc.) on reasoned request of the club concerned.

If so requested, the club must provide the OFC administration with the necessary evidence.

III Trophies and Medals

Article 5

Trophy

5.01 The original trophy, which is used for the official presentation ceremony at the final, remains in OFC's keeping at all times. A full-size replica trophy of the OFC Champions League winner's trophy, is awarded to the winning club.

5.02 Any club which wins the competition three consecutive times or five times in total receives a special mark of recognition. Once a cycle of three successive wins or five in total has been completed, the club concerned starts a new cycle from zero.

5.03 Replica trophies awarded to winners of the OFC Champions League (past and current) must remain within the relevant club's control at all times and must not leave its region or the country of its association without OFC's prior written consent. Clubs must not permit a replica trophy to be used in any context where a third party (including, without limitation, their sponsors and other commercial partners) is granted visibility or in any other way which could lead to an association between any third party and the trophy and/or the competition. Clubs must comply with any trophy use guidelines that may be issued by the OFC administration from time to time.

Medals

5.04 Thirty gold medals are presented to the winning club, and 30 silver medals to the runner-up. Additional medals may not be produced.

IV Responsibilities

Article 6

OFC responsibilities

6.01 OFC insures its own area of responsibility in accordance with the present regulations:

- a) third-party liability insurance
- b) spectator accident insurance

- c) group travel and accident insurance for OFC delegates
- d) legal expenses insurance

Responsibilities of the associations and clubs

- 6.02 The clubs are responsible for the behaviour of their players, officials, members, supporters and any person carrying out a function at a match on their behalf.
- 6.03 The home club (or the host association) is responsible for order and security before, during and after the match. The home club (or the host association) may be called to account for incidents of any kind and may be disciplined.
- 6.04 The club considered the home club must stage the relevant matches at the ground in accordance with the instructions of OFC (or of a third party acting on OFC's behalf) and in cooperation with the association concerned. However, the club is considered solely accountable for all of its obligations in this respect, unless the relevant body or bodies decide(s) otherwise.
- 6.05 Irrespective of OFC's insurance coverage, each club and host association must conclude insurance coverage with reputable insurers at their own cost, in relation to any and all risks, according to the following principles:
 - a) each club must conclude and maintain insurance coverage to fully cover all of its risks in connection with its participation in the competition;
 - b) in addition, the home club or the host association must conclude and maintain insurance coverage for the risks in connection with staging and organising its home matches and which must include, without limitation, third-party liability insurance (for all third parties participating in matches or attending the relevant venue) providing for appropriate guaranteed sums for damages to persons, objects and property, as well as for pure economic losses corresponding to the specific circumstances of the club or association concerned;
 - c) to the same extent as in paragraph b) above, the host association of the final match must conclude and maintain insurance coverage to fully cover all of its risks in connection with the staging and organisation of the final match;
 - d) if the home club or the host association is not the owner of the stadium used, it is also responsible for providing adequate and fully comprehensive insurance cover, including third-party liability and property damage, taken out by the relevant stadium owner and/or tenant;
 - e) the home club and the host association must ensure that OFC is included in all insurance policies as defined in the present paragraph and must hold OFC harmless from any and all claims for liability arising in relation to the staging and organising of the relevant matches;

In any case, OFC may ask anyone involved to provide free of charge, written releases of liability and/or hold harmless notes, and/or confirmations and/or copies of the policies concerned in one of OFC's official languages.

- 6.06 The clubs undertake that their team will arrive at the match venue by the evening before the match at the latest and to fulfil their media obligations the day before the match.
- 6.07 Visiting clubs undertake not to play any other matches when travelling to and from away matches in this competition.

V Competition System

Article 7

Preliminary Competition – Stage 1

- 7.02 The club champions of American Samoa, Cook Islands, Samoa and Tonga have played in a round robin tournament on a league basis from 1-5 May 2012 in Tonga where the club champion from the Cook Islands, Tupapa FC, won the tournament qualified for Stage 2.

Preliminary Competition – Stage 2

- 7.03 The winner of the Stage 1 preliminary competition then played the current club champion representing the national association that finished 8th in the 2012 OFC Champions League, namely AS Mont Dore (from New Caledonia) on 8th May 2012 in a one off playoff match where AS Mont Dore (from New Caledonia) won and qualified as the 8th club for the 2013 OFC Champions League.

Final Competition – Stage 3

- 7.04 The club champions of Fiji, New Zealand, Papua New Guinea, Solomon Islands, Tahiti and Vanuatu and the runner-up club from New Zealand and winner of the Stage 2 preliminary competition (AS Mont Dore from New Caledonia) are the eight clubs that will be contest the 2013 OFC Champions League.

Group Phase

- 7.05 The eight clubs will be drawn into 2 groups of 4 teams as follows:

Group A

Group B

Fiji
Papua New Guinea
Solomon Islands
Vanuatu

New Zealand 1
New Zealand 2
New Caledonia
Tahiti

Each club in their respective groups will play each other home and away on a league basis. The winner and runner-up of each group will qualify the semi-finals. The criteria for determining the placings in each group will be as follows:

If two or more teams are equal on points on completion of the group matches, the following criteria are applied to determine the rankings (in descending order):

- (a) higher number of points obtained in the group matches played among the teams in question;
- (b) superior goal difference from the group matches played among the teams in question;
- (c) higher number of goals scored in the group matches played among the teams in question;
- (d) higher number of goals scored away from home in the group matches played among the teams in question;

If, after applying criteria 1) to 4) to several teams, two teams still have an equal ranking, the criteria 1) to 4) will be reapplied to determine the ranking of these teams;

The following match sequence applies:

1st match day: 1 v 2
3 v 4

4th match day: 2 v 1
4 v 3

2nd match day: 1 v 3
4 v 2

5th match day: 3 v 1
2 v 4

3rd match day: 4 v 1
2 v 3

6th match day: 1 v 4
3 v 2

Semi-Final

7.06 The semi-final pairings are determined as follows:

- (a) Winner of Group A will play the Runner up of Group B
- (b) Winner of Group B will play Runner up of Group A

The semi-finals are played under the knockout system, on a home-and-away basis (two legs). The team which scores the greater aggregate of goals in the two matches qualifies for the final. Otherwise, the stipulations of Article 8 apply. The order of the matches for each

respective semi-final shall be that the 1st leg match shall be hosted by the Runner-up club of each group and the 2nd leg match hosted by the Group winner of each group.

Final

7.07 The final is played home and away. The team which scores the greater aggregate of goals in the two matches wins the final. Otherwise the stipulations of Article 8 apply. The order of matches for each respective leg shall be determined by the drawing of lots which shall take place before the start of the competition.

Article 8

Away goals and extra time under the knockout system

8.01 For matches played in the semi-finals and final, if the two teams involved in a tie score the same number of goals over the two legs, the team which scores more away goals qualifies for the next stage. If this procedure does not produce a result, i.e. if both teams score the same number of goals at home and away, two 15-minute periods of extra time are played at the end of the second leg. If, during extra time, both teams score the same number of goals, away goals count double (i.e. the visiting club qualifies). If no goals are scored during extra time, kicks from the penalty mark (Article 17) determine which club qualifies for the next stage.

Article 9

Seeding

9.01 Clubs are seeded into groups for geographical grounds but are not seeded within that respective group.

VI Refusal to Play, Cancellation of a Match, Match Abandoned and Similar Cases

Article 10

Refusal to play and similar cases

10.01 If a club refuses to play or is responsible for a match not taking place or not being played in full, the OFC Disciplinary Committee declares the match forfeited and/or disqualifies the club concerned in combination with the following fines:

- | | | |
|----|-----------------------------------------------|----------|
| a) | prior to stage 1 or 2 preliminary competition | \$10,000 |
| b) | prior to the group stage | \$10,000 |
| f) | during the group stage | \$25,000 |
| g) | prior to the semi-finals | \$25,000 |
| h) | prior to the final | \$50,000 |

- 10.02 Exceptionally, the OFC Disciplinary Committee can validate the result as it stood at the moment when the match was abandoned if the match result was to the detriment of the club responsible for the match being abandoned.
- 10.03 If a club is disqualified or for any reason withdraws from the competition before completion of its matches in the group stage, the results of all of its matches are declared null and void, and its points forfeited.
- 10.04 In all cases, the OFC Disciplinary Committee can take further measures if the circumstances so justify.
- 10.05 Upon receipt of a reasoned and well-documented request from the club or clubs concerned, the OFC administration may set an amount of compensation due for financial loss.

Article 11

Match cancelled before departure of the visiting club

- 11.01 If the home club or the host association finds that a match cannot take place, for example because the field is not fit for play, the home club must notify the visiting club and the referee before their departure from home and the OFC administration at the same time. In this case, the match must, in principle, be played at another venue and/or on another date as decided by the OFC administration after consultation with the home club (for the venue) and with both clubs (for the date).

Match cancelled after departure of the visiting club

- 11.02 If any doubt arises as to the condition of the field of play after the visiting club's departure from home, the referee decides on the spot whether or not it is fit for play.
- 11.03 If the referee decides that the match cannot commence, for example because the field is unfit for play, the match must be played either the next day, or on a reserve date or other date set by the OFC administration. A decision must be taken within two hours of the referee's decision to cancel the match, in consultation with the two clubs and the associations concerned. In case of dispute, the OFC administration fixes the date and kick-off time of the match. Its decision is final.

Match abandoned

- 11.04 If the referee decides to abandon the match, for example because the field is unfit for play, the match must be played either the next day, or on a reserve date or other date set by the OFC administration, unless the case is referred to the OFC

Disciplinary Committee . The date on which the match will be completed must be decided within two hours of the referee's decision to abandon the match, in consultation with the two clubs and the associations concerned. In case of dispute, the OFC administration fixes the date and kick-off time of the match. Its decision is final.

Expenses

- 11.06 When the circumstances required the home club to notify the visiting club and the referee before their departure from home of a match not being able to be played and if the home club failed to do so, it is responsible for the travel, board and lodging expenses of the visiting club and the referee team.
- 11.07 In all other cases, each club bears its own expenses, including additional expenses resulting from the match having to be (re)played later than initially scheduled. However, if a match cannot take place for reasons beyond control and the visiting club returns home, the travel, board and lodging expenses of the visiting club, as well as the relevant hosting costs, are borne by the two clubs in equal parts.

VII Fixtures, Match Dates, Venues and Kick-off Times

Article 12

Match dates

- 12.01 All matches are played according to the Match Calendar (see Annex II). These dates are final and binding on all concerned. The OFC administration determines on which days of the week the matches are to be played.

Kick-off times

- 12.02 The OFC administration determines the kick off times for all group matches, semi-final and final.
- 12.03 In principle, the fixtures within a group on the last match day must be played simultaneously.

Venues

- 12.04 In principle, a club must play all its matches in the competition at one and the same ground. Matches may be played either at the ground of the home club or at another ground in the same or another city within the territory of its association, or, if so

decided by the OFC administration and/or the OFC disciplinary bodies, in the territory of another OFC member association for reasons of safety or as a result of a disciplinary measure. In principle, venues are approved only if direct international flights and/or charter flights are able to land within an acceptable distance of the venue, in the country of the club concerned. If the match is being played in another city or country, the venue is subject to the approval of the OFC administration.

Alternative venues

12.05 If, at any time during the season, the OFC administration deems that, for whatever reason, some venues may not be fit for staging a match, OFC may consult the associations and clubs concerned and ask them to propose an alternative venue, in accordance with the OFC requirements. Should such an association and club not be able to propose an acceptable alternative venue by the deadline set by the OFC administration, OFC may select an alternative, neutral venue and make all the necessary arrangements for the staging of the match together with the relevant association and local authorities. In both cases, the costs of staging the match are borne by the home club. The OFC administration take a final decision on the match venue in due time.

Final

12.05 The matches of the final are organised by the respective home club on the basis of a contract between the home club and OFC. The date, venue and kick off times are decided by the OFC administration.

VIII Stadiums and Match Organisation

Article 13

Stadium categories

13.01 Unless stipulated otherwise in these regulations, matches in the competition must be played in a stadium which meets the criteria set by OFC

Exceptions to a criterion

13.02 The OFC administration may grant an exception to a specific criterion for the stadium category in question in cases of particular hardship and upon reasoned request, for instance owing to the current national legislation or if the fulfilment of

all the required criteria would force a club to play its home matches on the territory of another association. An exception can be granted for one or more matches in the competition or for the whole duration of the competition. Such decisions are final.

Stadium certificate and safety requirements

13.03 Each association on whose territory matches in the competition will be played is responsible for:

- a) inspecting every stadium concerned and issuing stadium certificates, which have to be forwarded to the OFC administration, confirming that the stadiums meet the structural criteria of the required stadium category;
- b) confirming to the OFC administration that the stadiums, including their facilities (emergency lighting system, first aid facilities, type of protection against intrusion by spectators into the playing area, etc.), have been thoroughly inspected by the competent public authorities and meet all the safety requirements laid down by the applicable national law.

13.04 The OFC administration accepts or rejects the stadiums on the basis of the above certificate and confirmation. Such decisions are final.

Stadium inspections

13.05 The OFC administration may carry out stadium inspections at any time before and during the competition to check whether the required structural criteria have been and are still being met. Cases of non-conformity with an applicable structural criterion may be referred to the OFC Control and Disciplinary Body, which decides on appropriate measures in accordance with the OFC Disciplinary Regulations.

Pitch conditions

13.06 The home club must make every reasonable effort to ensure that the pitch is in the best possible condition for play. If the climatic conditions so require, facilities must be provided, to ensure that the field of play can be made available in a suitable condition on any match date. If the home club does not implement the appropriate measures and, as a consequence, the match cannot take place, the home club bears all the costs of the visiting team (travel, board and lodging expenses).

13.07 If deemed necessary by the referee or a OFC match officer, the home club may be requested to reduce the height of the grass for the match and training sessions.

Artificial turf standard

- 13.08 Any matches in the competition may be played on artificial turf provided that such artificial turf meets the FIFA Recommended 2-Star Standard, in compliance with the FIFA Quality Concept – Handbook of Test Methods for Football Turf (May 2009 edition) and the FIFA Quality Concept – Handbook of Requirements for Football Turf Surfaces (May 2009 edition).
- 13.09 The owner of the artificial turf and the home club are fully responsible for meeting the above requirements, in particular those related to:
- maintenance work and on-going improvement measures; and
 - safety and environmental measures as set out in the FIFA Quality Concept – Handbook of Test Methods for Football Turf and the FIFA Quality Concept – Handbook of Requirements for Football Turf Surfaces.
- 13.10 The owner of the artificial turf and the home club must obtain sufficient warranties and/or guarantees related to the material and the installation from the manufacturer and the installer of the artificial turf.
- 13.11 OFC cannot be held responsible for any damages to third parties resulting from the use of the artificial turf.

Floodlights

- 13.12 Any matches in the competition may be played in daylight or under floodlights. If played under floodlights, the light average must correspond to Ev (lux) 1,000 towards the main camera(s) and Ev (lux) 700 towards areas of secondary interest.
- 13.13 Clubs must ensure that floodlighting installations are maintained and provide OFC with a valid lighting certificate issued within the previous 12 months. OFC may conduct an independent assessment of lighting levels in stadiums and will notify the clubs in good time of the results of such assessments and of any corrections to be made.

Clocks

- 13.14 Clocks in the stadium showing the amount of time played may run during the match, provided they are stopped at the end of normal time in each half, i.e. after 45 and 90 minutes respectively. This stipulation also applies in the event of extra time (i.e. after 15 and 30 minutes).

Giant screens

- 13.15 The results of other matches can be shown on the scoreboard and/or giant screen during the match, while simultaneous transmissions and replays are authorised for press monitors and closed-circuit channels only. Delayed footage of the match being played may be transmitted on the giant screen inside the stadium provided that the host club has obtained all the necessary third party permission to transmit such footage, including (without limitation) permission from the relevant OFC match officer and any relevant local authorities. Moreover, the host club must ensure that such footage is transmitted on the giant screen during the match only when the ball is out of play and/or during the half-time interval or break before extra time (if any) and that it does not include any images that:
- a) may have an impact on the playing of the match;
 - b) may be reasonably considered as controversial insofar as they are likely to encourage or incite any form of crowd disorder;
 - c) may display any public disorder, civil disobedience or any commercial and/or offensive material within the crowd or on the pitch; or
 - d) may be deemed to criticise, undermine or damage the reputation, standing or authority of any player, match official and/or any other party at the stadium (including any images that are aimed at highlighting, directly or indirectly, any offside offence, fault committed by a player, potential mistake of a match official and/or any behaviour which is contrary to the principle of fair play).
- 13.16 If requested by OFC, clubs must exclusively display on giant screens in the stadium a special video feed featuring the OFC Champions League branding and including information and images from all matches of the competition.

Public screens

- 13.17 From the group phase onwards, simultaneous or delayed transmissions on public screens outside the stadium in which a match is played (e.g. in the stadium of the away club or in a public place anywhere) may be authorised subject to:
- a licence being granted by OFC; and
 - authorisation being granted by the audio-visual rights holders in the territory of the screening and by the public authorities.
- 13.18 Until the third qualifying round (inclusive), such transmissions are subject to the terms of paragraph 28.05.

IX Match Organisation

Article 14

Flags

14.01 The OFC flag and FIFA Fair Play flag must be flown at the stadium at all matches in the competition. They will be provided to the clubs by their association. From the play-offs onwards, the OFC Champions League flag must also be flown. It will be provided by OFC to the clubs concerned in due time.

Advertising boards operator position and accreditation

14.02 As of the group phase, the home club must ensure that the operator of the LED advertising boards appointed by OFC is provided with:

- a) a commentary position (or equivalent position) during the match; and
- b) an accreditation permitting access to such position.

Substitution boards

14.03 For each match in the qualifying phase, the home club must ensure that two substitution boards are available.

Ticket allocations

14.04 All clubs in the competition must make at least 5% of the total capacity of their stadium available exclusively to visiting supporters, in a segregated, safe area. In addition, visiting clubs are entitled to purchase up to 200 top-category tickets (unless otherwise agreed between the two clubs in question) for their VIP supporters, sponsors, etc.

14.05 Visiting clubs which have requested an allocation of tickets for the whole or part of the segregated area may return any unused tickets to the home club without payment up to seven days prior to the match, unless otherwise agreed by the two clubs in writing. After this deadline the visiting club must pay for the whole allocation, irrespective of whether all the tickets have been sold.

14.06 The home club may reallocate tickets returned or not requested by the visiting club provided that all safety and security measures are respected and that such tickets are not reallocated to supporters of the visiting club.

14.07 The official OFC representatives and at least 20 representatives of the visiting club and its association must be provided with top-category seats (and associated hospitality) in the VIP sector.

Training sessions on the pitch

14.08 The day before the match, weather permitting, the visiting club is allowed to train on the pitch on which the match will be played. The length of this training session may not exceed one hour, unless agreed otherwise with the home club. If holding such a training session could render the pitch unfit for play the next day, an alternative training ground approved by OFC in advance must be made available. In addition, the visiting club may hold private training sessions at a location to be agreed on with the home club, but not at the stadium where the match will be played.

14.11 The referee team may train on the pitch on which the match will be played the day before the match.

Arrival of the Teams

14.12 Both teams must be at the stadium at least 75 minutes prior to kick-off.

Handshake, walk –on music and anthems

14.13 At all matches in the competition the players are invited to shake hands with their opponents and the referee team after the line-up ceremony as well as after the final whistle, as a gesture of fair play. Furthermore, as from the group stage, the OFC Champions League walk-on music provided by OFC must be played from when the players emerge from the players' tunnel until they have lined up, at which point the OFC Champions League anthem provided by OFC must be played. National anthems may not be played.

Substitutes benches, technical seats and technical area

14.14 Only seven team officials, one of whom must be a team doctor and seven substitute players are allowed to sit on the substitutes' bench, i.e. a total of 14 people. The names of all these persons and their functions must be listed on the match sheet.

14.15 If space so permits, up to five additional technical seats are allowed for club staff providing technical support to the team during the match (kit manager, assistant physiotherapist, etc.). Such seats must be outside the technical area and positioned at least five metres behind or to the side of the benches but with access to the dressing rooms. The names of all these persons and their functions must be listed on the match sheet.

14.16 Smoking is not allowed in the technical area during matches.

14.17 During the match, players and team officials listed on the match sheet are not allowed access to any TV footage of the match.

Medical requirements

14.18 Minimum medical requirements concerning the provision of facilities, equipment and personnel by the host club are set out in the OFC Champions League Handbook. For the avoidance of doubt, the host club is solely responsible for the provision and operation of any facilities and equipment required in the above-mentioned annex.

IX Laws of the Game

Article 15

15.01 Matches are played in conformity with the Laws of the Game promulgated by the International Football Association Board (IFAB).

Substitution of players

15.02 The substitution of three players per team is permitted in the course of the match. The use of substitution boards (preferably electronic) to indicate the substitution of players is compulsory. Substitution boards must be numbered on both sides.

15.03 During the game, substitutes are allowed to leave the technical area to warm up. At the pre-match organisational meeting, the referee determines exactly where they may warm up (behind the first assistant referee or behind the advertising boards behind the goal) and how many substitutes are allowed to warm up simultaneously. In principle, three substitutes per team are allowed to warm up at the same time; exceptionally, if space so permits, the referee can allow up to seven substitutes of each team to warm up simultaneously in the dedicated area. The team fitness coach (indicated on the match sheet) may join the players warming up and is responsible for the respect of the referee's instructions.

Match sheet

15.04 Before each match, each team receives a match sheet on which the numbers, surnames, first names (and dates of birth for qualifying-phase and play-off matches) and, if applicable, the shirt names of the 18 players in the squad must be indicated, together with the surnames and first names of the officials seated on the substitutes' bench and on the additional technical seats. The match sheet must be properly completed in block capitals, and signed by the captain and the competent club official.

- 15.05 The 11 first-named players must commence the match. The other seven are designated as substitutes. The numbers on the players' shirts must correspond with the numbers indicated on the match sheet. The goalkeepers and team captain must be identified.
- 15.06 Both clubs must hand their match sheets to the referee at least 75 minutes before kick-off.
- 15.07 The referee may ask to see the personal identity cards or passports of the players listed on the match sheet. Each player participating in OFC competition match must be in possession of a player's registration licence issued by his association or an official personal identity card / passport, each containing his photograph and date of birth.
- 15.08 If the match sheet is not completed and returned in time, the matter will be submitted to the OFC Disciplinary Committee
- 15.09 Only three of the substitutes listed on the match sheet may take part in the match. A player who has been substituted may take no further part in the match.
- 15.10 If there are fewer than seven players on either of the teams, the match is abandoned. In this case, the OFC Disciplinary Committee decides on the consequences.

Replacement of players on the match sheet

- 15.11 After the match sheets have been completed, signed and returned to the referee by both teams, and if the match has not yet kicked off, no replacement is allowed except in the following cases:
- a) If any of the first 11 players listed on the match sheet are not able to start the match due to unexpected physical incapacity, they may only be replaced by any of the seven substitutes listed on the initial match sheet. The substitute(s) in question may then only be replaced by a registered player (players) not listed on the initial match sheet, so that the quota of substitutes is not reduced. During the match, three players may still be substituted.
 - b) If any of the seven substitutes listed on the match sheet are not able to be fielded due to unexpected physical incapacity, they may only be replaced by a registered player not listed on the initial match sheet.
 - c) If none of the goalkeepers listed on the match sheet are able to be fielded due to unexpected physical incapacity, they may be replaced by registered goalkeepers not listed on the initial match sheet. The club concerned must, upon request, provide the OFC administration with the necessary medical certificates.

Article 16

Half-time interval, break before extra time

16.01 The half-time interval lasts 15 minutes. If extra time is required, there is a five-minute break between the end of normal time and the start of extra time. As a rule, the players remain on the field of play during this five-minute break, at the discretion of the referee.

Article 17

Kicks from the penalty mark

17.01 For matches where the winners need to be decided by kicks from the penalty mark, the procedure laid down in the Laws of the Game applies.

17.02 The referee decides which goal will be used for the kicks:

- a) For reasons of safety/security, state of the field of play, lighting or other similar reasons, the referee may choose which goal will be used without tossing a coin. In this case, he is not required to justify his decision, which is final.
- b) If he considers that either goal can be used for the kicks, then, in the presence of the two captains, he decides that the head side of the coin corresponds to one goal and the tail side to the other. He then tosses the coin to determine which goal will be used.

17.03 To ensure that the procedure is strictly observed, the referee is assisted by the assistant referees and the fourth official, who also note down the numbers of the players on each team who take kicks from the penalty mark. The assistant referees position themselves according to the diagram in the Laws of the Game.

17.04 If the taking of kicks from the penalty mark cannot be completed because of weather conditions or for other reasons beyond control, the results will be decided by the drawing of lots by the referee in the presence of the OFC match delegate and the two team captains.

17.05 If through the fault of a club, the taking of kicks from the penalty mark cannot be completed, the provisions of Article 10 apply.

X Player Eligibility

Article 18

General provisions

18.01 Registration Forms shall contain such information for the guidance of the Player as shall apply to his particular status. The documents of registration and of the transfer of registration of a Player must be those issued by OFC.

- 18.02 In order to register a player in the prescribed registration form or transfer form submitted by the authorised Club Official, the same must be sent to OFC along with the domestic Transfer Certificate and International Transfer Certificate duly completed in accordance with these rules.
- 18.03 The receipt of the registering club of a Letter of Authorisation from OFC shall determine the eligibility of the Player to play in matches in accordance with these rules.
- 18.04 In order to be eligible to participate in the OFC club competitions, players must be registered with OFC within the requested deadlines to play for a club and fulfil all the conditions set out in the following provisions. Only eligible players can serve pending suspensions.
- 18.05 Players must be duly registered with the association concerned in accordance with the association's own rules and those of FIFA, notably the FIFA Regulations on the Status and Transfer of Players.
- 18.06 Each club is responsible for submitting a list of 30 players, duly signed, to its association for verification, validation, signature and forwarding to OFC. These lists must include the name, date of birth, shirt number and name, nationality and national registration date of all players to be fielded in the OFC club competition in question, as well as the surname and first name of the head coach. In addition, the lists must include the confirmation by the club's doctor that all players have undergone the requested medical examination; the club's doctor is solely responsible that the requested players' medical examination has been duly performed.
- 18.07 The club bears the legal consequences for fielding a player who is not named on list, or who is otherwise not eligible to play.
- 18.08 The OFC administration decides on questions of player eligibility. Challenged decisions are dealt with by the OFC Disciplinary Committee
- 18.09 As a rule, a player may not play in a OFC club competition (i.e. OFC Champions League for more than one club in the course of the same season.
- 18.10 If a Club cannot count on the services of at least two goalkeepers at any time because of long-term injury or illness, the Club concerned may temporarily replace the goalkeeper concerned and register a new goalkeeper at any time during the OFC Champions League provided he meets the criteria set out in Article 18. The Club must provide OFC with the necessary medical evidence. Once the injured or ill goalkeeper is fit to be fielded again he can resume his position in place of his nominated substitute. The change must be announced to OFC at least 24 hours before the next match in which the goalkeeper is due to play.

Multiplicity of Registration

18.11 In the event of a Player signing registration forms for more than one Club, priority of registration shall be the deciding factor. The Club submitting the later form shall be notified of the prior registration of the Player. OFC shall investigate the circumstances under which the registration forms were signed.

18.12 Any player found to have wilfully signed registration forms with more than one Club or a Club found to have knowingly induced a Registered Player of another Club to sign a registration form shall be dealt with by OFC, in such a manner it deems necessary.

Breach of Conditions of Registration

18.13 Failure to comply with any of the conditions relating to registration will render the Player ineligible to play for the Club concerned.

List of Players

18.14 All Players in the OFC Champions League must be under contract, either as;

- Amateur
- Non-Amateur (full-time and part-time)

Foreign Players

18.15 Teams may register as many foreign players as they wish as part of their delegation. A foreign player is defined as any player that cannot qualify to represent the national team of the country of the club. However the 6 + 5 rule will apply for all matches in this competition which is defined as *at any time during the match each club must field at least six players eligible to play for the national team of the country of the club.*

XI Kit

Article 19

OFC Equipment and Team Colours

19.01 The Club shall undertake to comply with the FIFA Equipment Regulations in force.

19.02 Delegation Members are not allowed to display political, religious, commercial or personal messages in any language or form on their playing or team kits, equipment, or body during the time spent in the venue or any other areas where accreditation is required to gain access. Any violations shall be referred to the OFC Disciplinary Committee for the necessary sanctions to be imposed in accordance with the OFC Disciplinary Code.

Kit Approval Procedure

- 19.03 Kit used by clubs that qualify for the OFC Champions League must be approved by the OFC administration.
- 19.04 Each Club shall inform OFC of two [2] different and contrasting colours [one predominantly dark and one predominantly light] for its “Home Colours” and “Away Colours” [shirt, shorts, socks].
- 19.05 In addition, each Club shall select three [3] contrasting colours for its goalkeepers kits. These three [3] goalkeeper kits must be distinctly different from each other as well as different from the “Home Colours” and “Away Colours”.
- 19.06 This information shall be sent to OFC on the Official Team Colours Form sent with the relevant circular. Only these colours may be worn during matches.
- 19.07 The Club must provide photos or samples of their “Home” and “Away” colours, and any additional kit including the goalkeepers [shirts, shorts, and socks] together with the Official Team Colours Form duly completed and signed by the deadline stipulated by OFC.
- 19.08 OFC will inform the Club of the colours that they shall wear during matches.

Colours

- 19.09 For all matches in this competition, the home club has the first choice as to which of its The clubs agree on the colours to be worn from their kits. If the clubs are unable to agree on the colours to be worn by their teams, they inform the OFC administration who will take a final decision.
- 19.10 For the final, both teams may wear their home colours. However, if there is a clash, the team designated as the away team must wear alternative colours. If a clash still exists and the team officials are unable to agree, the OFC administration will decide on the colours.
- 19.11 In any case, if the referee notices on the spot that the colours of the two teams could lead to confusion, he decides on the colours, after consulting the OFC match delegate and the OFC administration. As a rule, in such cases it is the home team that has to change colours, for practical reasons.

Player names and number

- 19.12 For all matches player names must be shown on the back of shirts.
- 19.13 At all stages of the competition all registered players, including those registered at a later stage, must wear set numbers (on shirts and shorts) between 1 and 99. If the number 1 is used, it must be worn by a goalkeeper. No number may be used by more than one player on a team and no player may use more than one number in the course of the competition.
- 19.14 Throughout the competition, each Player shall wear the number assigned to him on the Official Team List.
- 19.15 In the event of a Player’s shirt needing replacement during a match, each Club shall provide at least three [3] “Blood Shirts” in both “Home” and “Away” colours without a

number displayed on the back of the shirt in order to distinguish a Player should they need to change their shirt.

- 19.16 In the event of a goalkeeper being replaced by an outfield Player, each Club shall provide a goalkeeper kit without a number displayed on the back of the shirt in order to distinguish this replacement goalkeeper from other Players.

Choice of shirt sponsor

- 19.17 The club may only use a sponsor approved beforehand by its association and OFC. This provision also applies to the official training session and any OFC Champions League media activities the day before a match.

Change of shirt sponsor

- 19.18 Clubs may change their shirt sponsor during the season as follows:
- a) clubs may change the shirt sponsor only once during the competition;
 - b) Starting the competition without a sponsor but subsequently using one is not considered as a change of sponsor.
 - c) A change regarding the content of the sponsor advertising is considered to be a change of sponsor, even if the sponsor remains the same.

Deadline for changes of shirt sponsor

- 19.19 Clubs which want to change their shirt sponsor in accordance with paragraph 19.18, must follow submit their request to the OFC administration at least ten working days prior to the first match in which they wish to use the new sponsor.
- 19.20 OFC reserves the right to request any OFC logo to appear on the right sleeve of the shirt during matches, between the shoulder seam and the elbow. OFC will provide each Club with sufficient temporary sleeve patches to cover their needs throughout the OFC Champions League.

Non- use of shirt sponsor due to national legislation

- 19.21 If the national legislation applicable at the match venue prevents a visiting club from using its approved shirt sponsor, the club may ask OFC to replace its sponsor with an OFC endorsed programme. Such requests must be submitted to the OFC administration at least seven days before the match in question.

Competition badge

- 19.22 From the group stage onwards the competition OFC Champions League competition badge must appear on the free zone of the right shirt sleeve. OFC will provide the clubs concerned with sufficient badges to cover their needs (as

determined by OFC) throughout the competition. The OFC Champions League badge may not be used in any other competition or at any earlier stage of the competition.

Items which do not form part of the playing attire

- 19.23 From the group stage onwards, all items worn by players and club officials which do not form part of the playing attire (shirt, shorts and socks) must be free of sponsor advertising. Manufacturer identification is allowed. This provision applies:
- a) to any official training session before the match;
 - b) to any media activities (in particular for interviews and press conferences and appearances in the mixed zone) before and after the match;
 - c) on the day of the match from arrival at the stadium until departure from the stadium

Special material used in the stadium

- 19.24 From the play-offs, all special material used in the stadium, such as kit bags, medical bags, drink containers, etc., must be free of any sponsor advertising and/or manufacturer identification. This provision applies:
- a) to any official training session before the match;
 - b) to any media activities (in particular for interviews and press conferences and appearances in the mixed zone) before and after the match;
 - c) on the day of the match from arrival at the stadium until departure from the stadium.

Balls and official ball

- 19.25 The Official Match Ball for the OFC Champions League shall be selected by OFC and ten [10] match balls will be supplied to each Club. The Official Match Ball must be used for all matches of the OFC Champions League. Failure to comply with this regulation will result in OFC awarding victory and the resultant three [3] points to the opposing team as well as the score of 3-0. The Club may also be disqualified from the OFC Champions League.
- 19.26 The Official Match Ball chosen for the OFC Champions League shall conform to the provisions of the Laws of the Game and FIFA Equipment Regulations. They shall bear one of the following three designations: the official "FIFA APPROVED" logo, the official "FIFA INSPECTED" logo or the reference "INTERNATIONAL MATCH BALL STANDARD".
- 19.27 The applicable official OFC Champions League match ball determined by the OFC administration must be used for all matches from the play-offs and for the official training sessions before these matches.

XII Referees

Article 20

20.01 The referee team is composed of the referee, two assistant referees, the fourth official and, if appointed, two additional assistant referees.

Appointment

20.03 The Referees Assistance Programme (RAP) officials for OFC in cooperation with the OFC administration, appoints the referees for each match.

Arrival

20.04 The referee team must arrange to arrive at the venue the day before the match.

20.05 If a member of the referee team does not arrive at the match venue by the evening before the game, the OFC administration and both clubs must be informed immediately. The Referees Assistance Programme (RAP) officials for OFC in cooperation with the OFC administration, takes the appropriate decisions and shall decide to replace a member of the referee team, such a decision is final, and no protests against the person or nationality of the member of the referee team are allowed.

Unfit referee

20.06 If a referee or assistant referee becomes unfit before or during a match, and is unable to officiate, he is replaced by the fourth official.

Referee's report

20.07 Directly after the match, the referee validates the official match report and has it sent to the OFC administration together with both match sheets.

General Coordinator

20.08 A General Coordinator will be appointed by OFC for each match who will be solely responsible for all aspects of the match organization.

20.09 Match Coordination Meeting shall be held at any time before the match but no later than at the latest 10H00 on the morning of the match.

20.10 The General Coordinator must complete the General Coordinator Report with a copy of the Start List and transmit them together with the Referees Report to OFC by fax [+649 529 5143] immediately after each Match Day. In addition, the originals must be sent by express mail within 24 hours of the Match Day.

Referee Assessor

- 20.11 A Referee Assessor will be appointed by the OFC from the host association for each match who shall also double as the referee liaison officer who shall be responsible for taking care of the Match Officials during their stay in the Host Country.
- 20.12 In the event that the Referee Assessor is not from the Host Country, the Match Officials are taken care of by a Referee Liaison Officer, who shall be an official representative of the Member Association of the Home Club.
- 20.13 The Referee Assessor must complete the Referee Assessors Report and transmit it to OFC by fax [+649 529 5143] immediately after each Match Day. In addition, the originals must be sent by express mail within 24 hours of the Match Day.

XIII Disciplinary Law and Procedures – Doping

Article 21

OFC Disciplinary Regulations

- 21.01 The provisions of the OFC Disciplinary Code apply for all disciplinary offences committed by clubs, officials, members or other individuals exercising a function at a match on behalf of an association or club, unless the present regulations stipulate otherwise.
- 21.02 Participating players agree to comply with the Laws of the Game, OFC Statutes, OFC Disciplinary Code, FIFA Anti-Doping Regulations, well as the present regulations. They must notably:
- a) respect the spirit of fair play and non-violence, and behave accordingly;
 - b) refrain from any activities that endanger the integrity of the OFC competitions or bring the sport of football into disrepute;
 - c) refrain from anti-doping rule violations as defined by the FIFA Anti-Doping Regulations.

Article 22

Yellow and red cards

- 22.01 As a rule, a player who is sent off the field of play is suspended for the next match in the competition. The OFC Disciplinary Committee is entitled to augment this punishment. For serious offences the punishment can be extended to all OFC competition categories.
- 22.02 Single yellow cards are cancelled after the preliminary stage and again after the group phase that have not resulted in a suspension during these respective stages to restore the balance between teams that have not played the same amount of matches.

Article 23

Declaration of protests

- 23.01 Associations and their clubs are entitled to protest.
- 23.02 Protests must reach the OFC Disciplinary Committee in writing, stating the reasons, within 24 hours of a match.
- 23.03 This 24-hour time limit cannot be extended.
- 23.04 The protest fee is \$1,000. It must be paid at the same time as the protest is filed.

Article 24

Reasons for protests

- 24.01 A protest is directed against the validity of a match result. It is based on a player's eligibility to play, a decisive breach of the regulations by the referee, or other incidents influencing the match.
- 24.02 Protests concerning the state of the field of play must be submitted to the referee in writing by the relevant officials before the match. If the state of the field of play becomes questionable in the course of the match, the team captain must inform the referee, in the presence of the captain of the opposing team, orally without delay.
- 24.03 Protests cannot be lodged against factual decisions taken by the referee.
- 24.04 A protest against a caution or expulsion from the field of play after two cautions is admissible only if the referee's error was to mistake the identity of the player.

Article 25

Appeals

- 25.01 The OFC Appeals Committee deals with appeals lodged against decisions of the OFC Disciplinary Committee. The OFC Disciplinary Code/Regulations apply.

Article 26

Doping

- 26.01 Doping is defined as the occurrence of one or more of the anti-doping rule violations set out in the FIFA Anti-Doping Regulations.
- 26.02 Doping is forbidden and is a punishable offence. In case of anti-doping rule violations, OFC will instigate disciplinary proceedings against the perpetrators and take the appropriate disciplinary measures in accordance with the OFC Disciplinary Regulations and FIFA Anti-Doping Regulations. This may include the imposition of provisional measures.
- 26.03 OFC may test any player at any time.

XIV Financial Provisions

Article 27

Financial provisions

27.01 OFC owns the commercial rights for the O-League.

27.02 OFC shall bear all the costs and expenses specified in Article 27.05

27.03 The home club shall bear all the costs and expenses specified in Article 27.06

27.04 The Away Club shall bear all the costs and expenses specified in Article 27.07

Financial provisions for OFC

27.05 OFC shall bear the costs and expenses of the following in relation to the competition;

- a) international travel for the Away Club for a maximum of 18 persons;
- b) international travel costs and the daily allowances for the Match Officials;
- c) accommodation and meals for the Away Club for a maximum of 18 persons
- d) match balls for each of the Clubs [x10];
- e) doping control [if required].

Financial provisions for the Home Club

27.06 The home club shall bear the costs of the following in relation to the home match in this competition;

a. costs related to internal arrangements;

- i. all match venue[s] and training site[s] costs;
- ii. the provision of adequate safety and security measures at the venue[s];
- iii. suitable insurance policies to cover all risks relating to the organisation of the home match;
- iv. suitable insurance policies against possible spectator accidents or deaths;
- v. any additional internal costs not outlined above.

b. costs related to the Away Club;

- i. internal transport [maximum 30 persons for the duration of their stay in that country for the match]
- ii. return transfers from the airport;
- iii. return transfers for training sessions [one [1] per day for the duration of their stay in that country for match]
- iv. return transfers for match days.

- v. water [minimum 2 litres per Player on match day];
- vi. ice [minimum 5kg per team on match day]

c. costs related the Match Officials;

- i. all internal transport for the OFC Match Officials specifically;
- ii. return transfers from the airport;
- iii. return transfers for training sessions [one [1] per day for the duration of their stay in that country for the match];
- iv. return transfers for match days.
- v. accommodation
- vi. meals [minimum three [3] per day];
- vii. water [minimum 2 litres per match official per day for the duration of the stay];
- viii. ice [minimum 5kg] on match day

Financial provisions for the Away Club

27.07 The Away Club shall bear the costs and expenses for the following in relation to their participation in the away match;

- i. international air travel [for additional persons outside of the 18 tickets provided by OFC];
- ii. visas and/ or taxes to and from the Host Country;
- iii. transit costs incurred to and from the Host Country;
- iv. incidental costs and expenses incurred during the course of their stay in the Host Country;
- v. any costs incurred by any persons carrying out duties on its behalf;
- vi. water and ice for non-match days;
- vii. miscellaneous costs, including but not limited to return transport for additional training sessions or team functions and team-related activities;

Revenue from Commercial Rights

27.08 The exact amounts that OFC pays to the national associations and clubs from revenue earned from the contracts concluded by OFC for this competition is allocated as decided by the Executive Committee

As a rule:

- a) 60% of the revenue received by OFC from television and sponsorship (including, without limitation, licensing and merchandising) contracts will be paid to the clubs taking part in the OFC Champions' League

- b) 40% of the revenue received by OFC from television and sponsorship contracts (including, without limitation, licensing and merchandising) will remain with OFC to cover organisational and administrative costs and solidarity payments to its member associations.

27.09 On the basis of paragraph 27.05, and taking into account the commercial contracts, OFC issues a circular letter at the beginning of the season indicating the amounts available for distribution to all parties involved.

OFC payments to clubs

27.10 All payments to the clubs are made in NZD and will always be transferred to the respective association's bank account. It is the responsibility of the club to coordinate the transfer from the association's bank account to the club's bank account.

27.11 The amounts paid by OFC are gross amounts. As such they cover any and all taxes, levies and charges.

XV Exploitation of the Commercial Rights

Article 28

Commercial rights

28.01 For the purposes of these regulations:

- a) "commercial rights" means any and all commercial and media rights and opportunities in and in relation to this competition including, without limitation, media rights, marketing rights and data rights;
- b) "media rights" means the right to create, distribute and transmit on a linear and/or on demand basis for reception on a live and/or delayed basis anywhere in the world by any and all means and in any and all media, whether now known or devised in the future (including, without limitation, all forms of television, radio, wireless and internet distribution), audiovisual, visual and/or audio coverage of this competition ("match coverage") and all associated and/or related rights, including fixed media and interactive rights;
- c) "marketing rights" means the right to advertise, promote, endorse and market this competition; to conduct public relations activities in relation to this competition; and to exploit all advertising, sponsorship, hospitality, licensing, merchandising, publishing, betting, gaming, retailing, music and franchising opportunities and all other commercial association rights (including through ticket promotions) in relation to this competition;

- d) “data rights” means the right to compile and exploit statistics and other data in relation to this competitions.

28.02 OFC is the exclusive, absolute legal and beneficial owner of the commercial rights. Subject to paragraph 28.03(c), OFC expressly reserves all commercial rights and is exclusively entitled to exploit, retain and distribute all revenues derived from the exploitation of such commercial rights. OFC may appoint third parties to act as brokers or agents on its behalf and/or as service providers in the exploitation of some or all of the commercial rights.

28.03 Exploitation of commercial rights for the OFC Champions League :

- a) Media rights Subject to paragraph 28.03(c), all media rights in and to the OFC Champions League
- b) All other commercial rights OFC has the exclusive right to exploit all other commercial rights and to appoint partners (as defined in Annex III) for the competition (including the OFC Champions League, the play-offs and the whole qualifying phase). Any such partners appointed by OFC (and any other third party designated by OFC) may have the exclusive right to exploit certain commercial rights (including in respect of their products and/or services) in and to the OFC Champions League and their matches.

In accordance with Article 19 of the present regulations advertising on players’ kits is exempt from this exclusivity.

- c) Rights of the clubs participating in this competition

The clubs may exploit certain media rights in accordance with the Club Media Rights Guidelines as set out as Annex IV.

In addition and without prejudice to the Club Media Rights Guidelines, the clubs are entitled to (i) use the match coverage of their own matches as OFC shall, at its sole discretion, decide to make available or (ii) in exceptional circumstances, produce their own coverage of their own matches (with a maximum of one camera and subject to OFC’s approval given in advance in writing and under conditions notified by OFC) for the clubs’ own non-commercial purposes, as defined in Annex IV, such as their own internal training purposes. The licence granted by OFC in respect of all such footage is strictly limited to the above uses. The clubs are responsible for any additional necessary rights or third party clearances required in relation to any such uses.

Promotional purposes

28.04 All clubs participating in the OFC Champions League must grant OFC the right to use and authorise others to use photographic, audio-visual and visual material of the team, players and officials (including their names, relevant statistics, data and images), as well as the club name, logo, emblem and team shirt (including references

to the shirt sponsors and kit manufacturers) free of charge and worldwide for the full duration of any rights for

- (i) non-commercial, promotional and/or editorial purposes and/or
- (ii) as reasonably designated by OFC. No direct association will be made by OFC between individual players or clubs and any partner. On request, the clubs must supply OFC free of charge with all appropriate material as well as the necessary documentation required to allow OFC to use and exploit such rights in accordance with this article.

Compliance with laws and regulations

28.12 The commercial rights shall be exploited in compliance with relevant laws and regulations.

28.13 All contracts that a club (or any third party acting on behalf of a club) enters into in respect of any commercial rights authorised by these regulations in relation to the competition must expire on 30 June 2013 at the latest or contain a clause allowing the club to terminate any such contract (or be able to release its rights) as of this date.

Disclaimer

28.14 OFC declines all responsibility in the event of conflicts arising from contracts between a club or any of its players, officials, employees, representatives or agents and any third party (including, without limitation, their sponsors, suppliers, manufacturers, broadcasters, agents and players) on account of the provisions of these regulations and/or any other OFC regulations and such persons' obligations thereunder.

Indemnity

28.15 Each club indemnifies, defends and holds OFC, its subsidiaries and any LOC (as referred to in paragraph 12.09) and all of their officers, directors, employees, representatives, agents and other auxiliary persons free and harmless against any and all liabilities, obligations, losses, damages, penalties, claims, actions, fines and expenses (including reasonable legal expenses) of whatsoever kind or nature resulting from, arising out of, or attributable to any non-compliance by the club or any of its players, officials, employees, representatives or agents with the present regulations.

XVI Intellectual Property Rights

Article 29

- 29.01 OFC is the exclusive owner of all intellectual property rights of the competition, including any current or future rights of OFC's names, logos, brands, music, medals and trophies. Any use of the aforementioned rights requires the prior written approval of OFC, and must comply with any conditions imposed by OFC.
- 29.02 All rights to the fixture list, as well as any data and statistics in relation to the matches in the competition, are the sole and exclusive property of OFC.

XVII Court of Arbitration for Sport (CAS)

Article 30

- 30.01 In case of litigation resulting from or in relation to these regulations, the provisions regarding the Court of Arbitration for Sport (CAS) laid down in the OFC Statutes apply.

XVIII Unforeseen Circumstances

Article 31

- 31.01 Any matters not provided for in these regulations, such as cases of force majeure, will be decided by the Emergency Committee or, if not possible due to time constraints, by the President or, in his absence, by the General Secretary. Such decisions are final.

XIX Closing Provisions

Article 32

- 32.01 The OFC administration is entrusted with the operational management of the competition and is therefore entitled to take the decisions and adopt the detailed provisions necessary for implementing these regulations.
- 32.02 All annexes form an integral part of these regulations.
- 32.03 Any breach of these regulations may be penalised by OFC in accordance with the OFC Disciplinary Regulations.
- 32.04 If there is any discrepancy in the interpretation of the English or French versions of these regulations, the English version prevails.

32.05 These regulations were adopted by the OFC Executive Committee at its meeting on
Date and come into force on Date.

For the OFC Executive Committee:

David Chung
President
Date

Tai Nicholas
General Secretary

ANNEX I: Team Management Agreement

Team Management Agreement

OFC (Commercial) Limited

[Club]

Agreement dated

2012

Parties

- 1 **OFC (Commercial) Limited** (company number 3318449) at Ascot Building B, Level 2, 93 Ascot Avenue, Remuera, Auckland 1050, New Zealand (**'OFC'**)
- 2 The Club listed in Schedule A (**'Club'**)

Background

- A The Club has won the right for the Team to participate in the OFC Champions League for the Season.
- B OFC's sole shareholder is the Oceania Football Confederation Incorporated (**'OFC Inc'**).
- C OFC Inc is responsible for the organisation, promotion and administration of football in the Oceania region.
- D OFC has procured, or is intending to procure, Investors to buy the right to manage and operate one of the eight Club Champions participating in the OFC Champions League for the Season in accordance with the Franchise Agreement.
- E This Agreement contains the terms and the conditions upon which the Club grants to OFC (on behalf of the Investor) the right to manage the Team and to use the Club's Intellectual Property and Facilities.

Agreement

1 Interpretation

- 1.1 In this Agreement, unless the context otherwise requires:

'Business Day' means a day (other than a Saturday or Sunday) on which registered banks are generally open for business in Auckland, New Zealand;

'Club Champions' means the eight teams that participate in the OFC Champions League;

'Club Property' means the name, logo, colours, branding, mascot, kit design (including playing strip), club song or any other intellectual property associated with the Team or its participation in the League created or generated by or on behalf of the Club;

'Commencement Date' means the commencement date listed in Schedule A;

'Condition Date' means the condition date listed in Schedule A;

'Confederations' means the 6 confederations that comprise FIFA, being OFC Inc (Oceania), AFC (Asia), CAF (Africa), COMNEBOL (South America), CONCACAF (North America) and UEFA (Europe);

'Confidential Information' means any information, verbal or written, personal or otherwise relating to the other party's business and includes the documents, plans, sketches, drawings, marketing strategies, market research data, product literature, trade secrets, processes, technical information, know-how and intellectual property of one party and any copies

thereof but will not include public information (provided such information did not become public as a result of unauthorised disclosure by a party), information independently developed or acquired or information authorised in writing by the other party for disclosure;

'Facilities' means the facilities of the Club including the changing rooms, club rooms, equipment owned or used by the Club that are customarily made available to, or are used by, the Team;

'FIFA' or **'Federation Internationale de Football Association'** means the international body of football of which OFC Inc is one of its 6 Confederations;

'FIFA Club World Cup' means the annual FIFA club world cup organised by FIFA which currently is held between the winning club of the host nation and the winning club from each of the 6 Confederations;

'Finals Series' means the semi finals and grand final of the OFC Champions League or any other configuration as determined by OFC from time to time.

'Franchise Agreement' means the franchise agreement to be, or that has been, entered into between OFC and the Investor for the Territory and for a term that includes the Season;

'Intellectual Property' means any rights arising by virtue of any law or custom relating to the protection of industrial or intellectual property rights or the protection of confidential information and, without limitation, includes inventions, discoveries and novel designs, whether or not registered or registerable as patents or designs, including developments or improvements of equipment or products, technology, processes, methods or techniques; copyright (including future copyright) throughout the world in all literary works, artistic works, computer software, and any other works or subject matter in which copyright may subsist now or in the future; confidential information, trade secrets and trade marks, including service marks and trading names (whether registered or unregistered);

'Investor' means the investor that is a party to the Franchise Agreement;

'League Club' means any entity admitted by OFC to field a team in the OFC Champions League;

'League Match' means any football match played between clubs in the OFC Champions League during a season, including a Match;

'Licence Fee' means the licence fee listed in Schedule A;

'Licensed Rights' means the Intellectual Property owned by the Club and includes the Confidential Information, Trade Marks, Club Property and all goodwill associated with the foregoing;

'Licensed Services' means the management and operation of the Team during the Term, in accordance with the provisions of this Agreement;

'Logo' means the logos listed in Schedule B;

'Management Rights' means the right to manage and operate the Team in accordance with the provisions of this Agreement;

'Match' means a football match organised and staged by OFC (including a League Match and a Non-fixture Match), including all incidental activities such as hospitality, advertising,

promotions, merchandising and pre-match, half-match and post-match entertainment and precinct activity;

'Non-fixtured Match' means any match participated in by the Club which is not a League Match, including any pre or post season, trial or exhibition match;

'Novation Deed' means the deed attached as Schedule D;

'OFC Champions League' means the OFC Champions League, which is conducted in accordance with the Rules and Regulations;

'Personnel' means any personnel engaged by the Club (whether paid or unpaid) including any key personnel and team officials, but excluding Players;

'Player' means any person registered pursuant to Article 18 of the OFC Champions League Regulations

'Revenue' means all revenue (GST exclusive) that the Investor obtains from managing the Team and includes:

- a revenue from sponsorship for the Team);
- b revenue from the contracts concluded by OFC from the exploitation of commercial rights of the OFC Champions in accordance with the proportions prescribed in Article 27,08 of the OFC Champions League Regulations
- c the sale of Team shirts and all Club related merchandise;
- d Match day revenue including from ticket sales;
- e any prize money paid to the Investor relating to the OFC Champions League and the FIFA Club World Cup;
- f any fan club membership fees;
- g revenue from corporate hospitality, the sale of food and beverage and special events such as dinners, balls and awards nights; and
- h revenue from community events.

'Royalty' means 10% of the net Revenue;

'Rules and Regulations' means the rules and regulations of the OFC Champions League as developed and implemented by OFC Inc from time to time;

'Season' means the period of time OFC prescribes for the conduct of the OFC Champions League during the Year, including the preliminary competition, group phase and final series conducted by OFC and, for the winner of the OFC Champions League in a Year includes the period of time ending one month after the completion of the FIFA Club World Cup for that year;

'Team' means the team name listed in Schedule A;

'Term' means the date that the Team qualifies for the OFC Champions League until 30 days after they are eliminated from or completed their participation in the OFC Champions League, provided that if the Team wins the OFC Champions League, then the Term is

extended until 30 days after the Team is eliminated or completed their participation in the FIFA Club World Cup;

'Territory' means the territory listed in Schedule A;

'Trade Marks' means the trade marks specified in Schedule C; and

'Year' means the year listed in Schedule A.

1.2 In this Agreement, unless the context otherwise requires:

- a words denoting any gender include all genders;
- b words denoting natural persons include corporations;
- c the singular includes the plural and vice versa;
- d headings are inserted for ease of reference only and do not affect the meaning or interpretation of this Agreement;
- e references to the parties include their respective executors, administrators, successors and permitted assigns;
- f references to 'including' mean including without limitation;
- g references to currency shall be references to the currency of New Zealand; and
- h all payments made under this Agreement to the Club are to be plus GST, if any.

2 Conditions

2.1 This agreement is conditional upon OFC entering into the Franchise Agreement with an Investor for the Territory on terms that are the same as or substantially similar to the franchise agreement attached as Schedule D by no later than the Condition Date. This condition is inserted for the benefit of both parties.

2.2 If the condition contained in clause 2.1 is not satisfied by the Condition Date, either party may by notice in writing to the other party at any time after the Condition Date terminate this Agreement. Upon such termination this Agreement will be of no effect and, except as otherwise expressed or implied in this Agreement, no party will have any claim against any other party arising under or in connection with this Agreement.

3 Novation of Rights and Obligations

3.1 Upon this Agreement becoming unconditional:

- a OFC will novate this Agreement to the Investor and the Club consents to such novation;
- b the Club releases and discharges OFC from further performance of this Agreement; and
- c the Investor shall perform OFC's obligations under this Agreement and be bound by the terms of this Agreement in every way as if it were a party thereof.

3.2 The Club and OFC will promptly execute the Novation Deed upon it been presented to them executed by the Investor.

4 General Grant of Rights

- 4.1 In consideration of the payment of the License Fee, the Club grants to OFC:
- a the exclusive right to manage and operate the Team for the Term, subject to the provisions of this Agreement;
 - b an exclusive licence to use the Licensed Rights in relation to the Licensed Services, subject to clause 5.1; and
 - c the right to use the Facilities in relation to the Licensed Services during the Term.

5 Grant of Licensed Rights

- 5.1 OFC acknowledges that the Club is the legal and beneficial owner of the Licensed Rights, and may use the Licensed Rights for any purpose other than in relation to the Licensed Services.
- 5.2 Subject to clause 3.1, OFC will not appoint any sub-licensee without the Club's prior written consent. OFC will provide the Club with a copy of each contract signed with a sub-licensee.
- 5.3 OFC acknowledges that the Club has a fundamental interest in maintaining its goodwill and reputation in the Licensed Rights, and accordingly OFC, will:
- a use Licensed Rights in accordance with the Club's guidelines, if any (as notified by the Club to the OFC);
 - b not do anything which may discredit the Licensed Rights or bring the Licensed Rights into disrepute;
 - c not challenge the validity or ownership of the Licensed Rights, or assist anyone to do so; and
 - d subject to clause 5.2, include in its contracts with sub-licensees appropriate controls over use of the Licensed Rights by the sub-licensees.
- 5.4 OFC acknowledges that the Club is the exclusive owner of the Licensed Rights, and that OFC does not acquire any rights in the Licensed Rights other than as set out in this Agreement.
- 5.5 During the Term, the Club will promptly provide OFC, with access to such information (to which it has no contractual or other restriction on disclosure) as may be reasonably necessary to enable OFC to use Licensed Rights for the Licensed Services.

6 Grant of Management Rights

- 6.1 The Club grants to OFC the Management Rights for the Term.
- 6.2 The parties agree that in exercising the Management Rights, OFC will:
- a be responsible for all of the costs of the management of the Team;
 - b employ management staff, employees, coach(es), Players and other personnel in order to provide the Management Rights;
 - c be responsible for the conduct of Matches at the grounds of the Team;
 - d be responsible for marketing and sponsorship of the Team and the Players; and

- e be responsible for the reasonable cost of airfares, accommodation, meals and insurance costs of the Team.

6.3 The parties agree that in granting the Management Rights, the Club will:

- a retain the Logo, Team name and identity of the Club, unless changed or amended by mutual agreement between the parties; and have a minority seat/voice on the board of the new management of the Team;

7 Grant of Right to use Facilities and Personnel

7.1 The Club grants to OFC the right to use its Facilities and Personnel at no charge to the extent required for OFC to provide the Management Rights, as and when required by OFC. OFC will provide reasonable written notice to the Club as to when it needs to use the Club's Facilities and/or Personnel.

8 Payments to the Club

8.1 In consideration of the Club granting OFC the Management Rights and the right to use the Facilities and Personnel, the Investor shall pay:

- a the Licence Fee to the Club in accordance with clause 8.2; and
- b the Royalty to the Club in accordance with clause 8.3.

8.2 The Investor shall pay the Licence Fee to the Club on the date that OFC and the Club have executed the Novation Deed.

8.3 The Investor shall pay the Royalty to the Club as soon as practicable after the end of the Term as follows:

- a The Investor shall calculate the Revenue and the Royalty earned during the Term (**'Investor Calculation'**) and advise the Club of the Investor Calculation in writing no later than 10 Business Days after the Term.
- b The Investor shall promptly deliver to the Club or its representatives any documentation and records that the Club may reasonably require in order for the Club to be able to verify the Investor Calculation.
- c The Club shall advise the Investor in writing within 10 Business Days of receiving the Investor Calculation whether or not it accepts the Investor Calculation (the day that the Club advises the Investor being the **'Decision Date'**). If the Club does not accept the Investor Calculation it must advise the Investor in writing of its reasons in reasonable detail. If the Club does not respond within the 10 Business Days, the Club shall be deemed to have accepted the Investor Calculation (time being of the essence).
- d If the Club accepts the Investor Calculation, the Investor shall pay the Royalty to the Club within five Business Days of the Decision Date.
- e If the Club does not accept the Investor Calculation:
 - i the Investor shall pay the Royalty (as calculated by the Investor) to the Club within five Business Days of the Decision Date;

- ii senior representatives of the Investor and the Club will meet with 10 Business Days of the Decision Date to negotiate in good faith in relation to the actual Revenue and the Royalty and, if agreed, any additional payment must be paid within five Business Days of the date of the agreement;
- iii if the Investor and the Club still cannot agree upon the Revenue and the Royalty ('**Dispute**'), either party may thereafter by notice in writing to the other party elect to have the Dispute resolved by an independent accounting firm to be agreed on by the parties (or, failing agreement within 5 working days, chosen by the President of the New Zealand Institute of Chartered Accountants) ('**Independent Accountant**');
- iv both parties will promptly supply the Independent Accountant with any information, co-operation and assistance requested in writing by the Independent Accountant;
- v the Independent Accountant will act as an expert and not as an arbitrator and the decision of the Independent Accountant will be final and binding on the parties;
- vi the costs of the Independent Accountant will be paid equally by the parties, unless determined otherwise by the Independent Accountant as being fair and reasonable in the circumstances.
- vii the parties must account to each other within five Business Days of them receiving the determination by the Independent Accountant.

8.4 In the event of default by any party in payment of any amount due under this Agreement to another party, the party in default will pay interest on the amount unpaid at the rate of 12% per annum computed on a daily basis from the date on which such amount should have been paid until the date of actual payment along with the costs of enforcing payment but without prejudice to any other rights or remedies of the non-defaulting party in respect of such default.

9 Players

9.1 The Club shall promptly provide OFC with all information, and records that it holds on all Players who currently play, or who have played, for the Team in the Season including:

- a their full names;
- b their IRD number;
- c a copy of any employment contract or terms of engagement with that Player, and if the term are not recorded in writing, a written summary of those terms.

9.2 The Club acknowledges that the investor pursuant to the Novation Deed prescribed in Clause 3.1 above:

- a is entitled to contract with the Players on whatever terms it considers appropriate;
- b can contract with all, some or none of the Team's Players;
- c Is responsible for the costs of contracting the Players

10 Warranties

- 10.1 The Club warrants that OFC's use of the Intellectual Property does not infringe any intellectual property rights or other right of any kind vested in any other person, and there has been no claim by any third party that the Club's operations infringe any intellectual property rights.
- 10.2 The Club acknowledges that notwithstanding any other clause in this Agreement:
- a any claims the Club may have arising from this Agreement may only be brought against the Investor and not OFC;
 - b OFC has not warranted or guaranteed that:
 - i it will find an Investor;
 - ii the Investor will perform all of its obligations under this Agreement or the Franchise Agreement;
 - iii the Royalty will be any particular amount.

The parties agree that the acknowledgements in this clause 10.2 are not to be novated when this Agreement is novated to the Investor.

11 Confidentiality

- 11.1 Each party will, during the term of this Agreement and thereafter:
- a preserve the confidentiality of the Confidential Information and take proper and adequate precautions at all times (and enforce such precautions) to preserve the confidentiality of the Confidential Information and, in particular, but without in any way limiting the generality of the foregoing, will take all action reasonably necessary to prevent any unauthorised person obtaining access, as a result of action or inaction, to the Confidential Information by direct or indirect exposure thereto or otherwise;
 - b confine the distribution of any Confidential Information to those of its directors, managers, employees, agents and contractors as shall be absolutely necessary for the purposes of this Agreement, and will, prior to the distribution of any Confidential Information to any agent, contractor or other third party for that purpose, obtain the other party's prior written consent to such disclosure and obtain from such person a written confidentiality undertaking in a form reasonably required by the other party; and
 - c be wholly responsible and liable for the acts and defaults of all persons to whom any Confidential Information is disclosed.
- 11.2 The parties acknowledge that money damages would not be a sufficient remedy for any breach of the obligations of confidentiality in this Agreement by a party or by any person to whom it is disclosed and that, in addition to all other remedies, the affected party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

12 Infringement

- 12.1 OFC will take all reasonable steps to protect the Licensed Rights from theft, unauthorised use, reproduction, adaptation, distribution or publication, whether by end-users or by persons

for whom OFC is responsible (including, but not limited to, its employees, contractors, agents and sub-licensees, and the employees, contractors and agents of its related companies) or otherwise.

- 12.2 If at any time either party learns of any infringement or threatened infringement or any actual or threatened unauthorised use of any of the Licensed Rights or of any disclosure or use of any part of the Confidential Information other than strictly in accordance with this Agreement (**'Infringement'**), that party will immediately give notice of such Infringement to the other party.
- 12.3 The Club may, at its option, take all steps available to it to prevent or halt any Infringement immediately on learning of it. The Club will keep OFC fully informed in relation to such action. In respect of such action OFC shall provide at the Club's cost all such assistance as the Club may reasonably require.
- 12.4 OFC indemnifies the Club against all costs and expenses, claims and demands made against, or incurred by, the Club in relation to any Infringement which results from OFC breaching or acting outside the scope of this Agreement.

13 Agreement

- 13.1 This Agreement shall continue for the Term unless earlier terminated under clause 14.

14 Termination

- 14.1 Either party may terminate this Agreement immediately by the first party (**'first party'**) giving notice in writing to the other party (**'defaulting party'**) upon:
- a the defaulting party committing a breach of this Agreement which is incapable of remedy;
 - b the defaulting party failing to remedy any remediable breach of this Agreement within 14 days of written notice from the first party specifying the breach and requiring its remedy; or
 - c the insolvency or commencement of liquidation of the defaulting party (except for the purposes of solvent amalgamation or reconstruction), or upon the appointment of a receiver, liquidator, statutory manager or trustee of property, or the placing of the defaulting party into any form of statutory administration, or upon an assignment for the benefit of the defaulting party's creditors, or upon the other party being unable to pay its debts in the ordinary course of business.
- 14.2 This Agreement will terminate immediately upon the Franchise Agreement being terminated.
- 14.3 On termination of this Agreement for any reason whatsoever, clause 8.3, 10.2 and 11 and all other clauses intended to survive will remain in full force and effect.
- 14.4 Any termination shall be without prejudice to the rights of any party up to and including the date of termination and the parties shall have any right of compensation for any payments under this Agreement.

15 Effect of Termination

- 15.1 On the termination of this Agreement for any reason:
- a all rights granted to OFC by the Club will immediately revert back to the Club;
 - b all licences granted to any sub-licensee will cease immediately provided that no party will be released from any liability for payment of any amounts payable under this Agreement or for any breach by it of any of the terms of this Agreement; and
 - c clauses 8.3, 10.2, 11 and 15.2 and all other clauses intended to survive will remain in full force and effect.
- 15.2 Forthwith upon the expiration or earlier termination of this Agreement, OFC shall (at its sole cost):
- a remove and destroy or otherwise dispose of as required by the Club all signage, marketing or promotion materials, advertising and other display materials that feature the Trade Marks; and
 - b cease using the Licensed Rights.
- 15.3 OFC shall not during the term of the Agreement or at any time following termination or expiry of this Agreement for any reason disparage or do anything calculated to damage the Club's goodwill or reputation or the Licensed Rights.
- 15.4 The Club shall not during the term of the Agreement or at any time following termination or expiry of this Agreement for any reason disparage or do anything calculated to damage the OFC's goodwill or reputation.

16 Dispute resolution

- 16.1 Subject to the final sub-clause of this clause, where any question, dispute, or difference arises between the parties concerning or in any way arising out of this Agreement or the performance by either party of this Agreement, or the circumstances, representations, and conduct giving rise thereto, ('Dispute') no party may commence any court proceedings relating to the Dispute unless that party has complied with the procedures set out in this clause.
- 16.2 The party initiating the Dispute ('the first party') must provide written notice of the same to the other party ('the other party') and nominate in that notice the first party's representative for the negotiations. The other party must within seven days give written notice to the first party naming the other party's representative for the negotiations. Each representative nominated will have authority to settle or resolve the Dispute.
- 16.3 If the parties are unable to resolve the Dispute by discussion and negotiation within seven days of receipt of the written notice from the first party, then either party may refer the Dispute to mediation.
- 16.4 The mediation must be conducted in Auckland, New Zealand in terms of the LEADR New Zealand Inc. standard mediation agreement. The mediation must be conducted by a mediator and at a fee agreed by the parties. Failing agreement between the parties, the mediator will be selected and his/her fee determined by the Chair for the time being of LEADR New Zealand Inc.

16.5 Nothing in this clause will prevent any party from taking immediate steps to seek urgent interlocutory relief before an appropriate court.

17 General

17.1 Relationship

Nothing in this Agreement shall create, or constitute or be deemed to create or constitute, a partnership between the parties.

17.2 Notices

- a Any notice given pursuant to this Agreement will be deemed to be validly given if personally delivered, posted, or sent by facsimile or email transmission to the address of the party to be notified set forth below or to such other address as the party to be notified may designate by written notice given to all other parties

OFC's address is:

OFC (Commercial) Limited

Ascot Building B

Level 2

93 Ascot Avenue

Remuera
Auckland 1050

New Zealand

Fax: +64 9 529 5143

Attn: OFC Champions League

Club's address is listed in Schedule A.

- b Every notice to be given under, or in connection with, this Agreement will be given in writing by:
 - i personal delivery;
 - ii mailing by pre-paid post, and will be deemed to be given 3 Business Days after (but exclusive of) the date of mailing;
 - iii facsimile transmission, and will be deemed to be given at the time specified in the facsimile transmission report of the facsimile from which the transmission was made

which evidences full transmission, free of errors, to the facsimile number of the party given notice, unless that party proves that, contrary to the transmission report, it was not transmitted, or it was not transmitted in a complete and legible state, to that party's facsimile; or

- iv in the case of email transmissions, when such transmission is deemed to be despatched in accordance with the Electronic Transactions Act 2002

Notwithstanding any other provision in this clause, any notice given after 5pm, or on a day which is not a Business Day, will be deemed to be given at 9am on the next Business Day.

17.3 Counterparts

This Agreement may be executed in two or more counterpart copies each of which will be deemed an original and all of which together will constitute one and the same instrument. A party may enter into this Agreement by signing a counterpart copy and sending it to the other party (including by facsimile or email). Each of the parties shall promptly sign the original copies of this Agreement (such copies to be signed by all the parties) after the execution of counterparts.

17.4 Entire agreement/variations

This Agreement contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct and prior agreements and understandings between the parties in connection with its subject matter. No amendment to this Agreement will be effective unless it is in writing and signed by all the parties.

17.5 Severance

Any unlawful provision in this Agreement will be severed, and the remaining provisions enforceable, but only if the severance does not materially affect the purpose of, or frustrate, this Agreement.

17.6 Further assurance

Each Party must do everything (including executing agreements and documents) necessary to give full effect to this Agreement.

17.7 Governing Law

This Agreement shall be governed by and interpreted according to the laws of New Zealand. Each party irrevocably submits itself to the non-exclusive jurisdiction of the Courts of New Zealand over any proceedings arising out of, or relating to this Agreement.

Execution

Signed for and on behalf of

[Club] by its authorised signatory

[Insert name]
Authorised signatory

in the presence of:

Witness signature _____

Full name _____

Occupation _____

Town/city _____

Signed for and on behalf of

OFC (Commercial) Limited

by two of its directors:

Director's signature

Director's name

Director's signature

Director's name

Schedule A: Details

Club name:

Club street address:

Club postal address:

Club email contact:

Club contact person:

Commencement Date:

Condition Date:

Licence Fee:

Team:

Territory:

Year:

Schedule B: Logos

Schedule C: Trade Marks

Trade mark	Description
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Schedule D: Novation Deed

Schedule E: Franchise Agreement

ANNEX II:

Match Schedule Dates for the 2013 OFC Champions League

Round 1	17, 18,19 May
Round 2	24, 25,26 May
Round 3	31 May, 1,2 June
Round 4	7,8,9 June
Round 5	14,15,16 June
Round 6	21,22,23 June
Semi Finals	29,30 June and 6,7 July
Finals:	13,14 July and 20.21 July

ANNEX III: Commercial Matters

1. INTRODUCTION

1.1. Intention

In marketing this competition's commercial rights (as defined in paragraph 28.01), it is OFC's duty to fulfil, within a market economy-oriented environment, its cultural and sporting mandate to protect and foster the interest of football, thereby endowing the game with a position which is stable in value. Furthermore, the financial prospects stemming from sensible marketing are used to guarantee Oceania football's long-term existence, and to create new scope for the development of football in Oceania, while taking into account the rules of the market economy.

For the implementation of this competition and the play-offs, OFC may appoint third parties to act as brokers or agents on its behalf and/or as service providers.

1.2. Objectives

a) Healthy growth of football

- In the stadium, the football fan should be able to experience, at close hand, the fascination of a football match.
- Football should have an appropriate presence on television.
- Football's interests should be supported and fostered in the area of the marketing of the commercial rights of this competition.

b) Fostering of the image and enhancing the status and social acceptance of football

- OFC's previous endeavours to promote high-quality football should be extended to include the Respect campaign.
- Fostering and integration of youth football (boys and girls).
- Fostering and integration of women's football.

c) Priority of sport over financial interests

- Future-oriented financial stability for OFC, its member associations and clubs, as well as the safeguarding of their independence.
- Fostering of solidarity within the European footballing community, through the sustained support of financially weaker clubs and associations.

2. DEFINITIONS

2.1. **"Commercial rights"** has the meaning set out in Article 28 of these regulations.

2.2. "Exclusive area":

Means the venue for a OFC Champions League match comprising the stadium itself (including scoreboards, video boards, giant screens, clocks, dressing rooms, players

tunnel, technical zone and all seating, hospitality and VIP areas), all areas in the vicinity of the stadium owned, controlled, managed or operated by the club, as well as the area around it, up to and including the fencing surrounding it or roads which naturally demarcate the area of the stadium, the air space immediately above the stadium (if the LOC holds or controls such rights – or is reasonably able to do so), and the broadcaster, press and media areas.

2.3. “Partner”:

Means any party accepted by OFC under contract to exercise the commercial rights (or any of them) of this competition, and thereby participating directly or indirectly in the financing of the OFC Champions League.

2.4. “LOC” (local organising committee):

Means the group of individuals who help organise home matches at the behest of the club participating in the OFC Champions League (or a member association appointed by OFC), and in close cooperation with OFC, the minimum composition of which required by OFC embraces representatives of the club’s board or representatives of the association, the stadium authorities, the safety/security services, and the club press officer.

2.5. “Non-commercial purposes”:

Means activities, without any direct or indirect third party association, necessary for

- (i) a club to advertise its own OFC Champions League matches/play offs,
- (i) internal archiving purposes and
- (iii) internal library purposes, but excluding commercial rights and any other activity OFC considers commercial in nature.

3. MEDIA

3.1. Responsibility

The media rights (as defined in Article 28 of these regulations) for this competition are exploited by OFC and the clubs in accordance with the Club Media Rights Guidelines. As specified on the official entry form, the Club Media Rights Guidelines are contractually binding upon the clubs.

3.2. Tasks of the clubs

The clubs must comply with their obligations with regard to broadcasters and media matters as set out in separate Media Regulations.

4. ADVERTISING AND PROMOTION

4.1. Responsibility

With respect to this Competition, OFC holds the sole right to nominate partners. In principle, the partners nominated by OFC, as well as their products and services, enjoy the exclusive right to commercially exploit this competition and to conduct commercial promotions related to this competition. All current or future names, terms, symbols (including the trophy), logos or mascots, or other artistic, graphic and musical forms concerning this competition, may be used only by the partners in connection with their commercial rights. In every case, the prior written approval of OFC is required.

The use, for non-commercial purposes, of the above-mentioned forms by the clubs that qualify for this competition, is described in detail in the OFC Champions League Club Manual and the Brand Manual.

4.2. Tasks of the clubs

The clubs undertake to guarantee OFC optimum support in the implementation of the commercial rights, and to refrain from taking any steps that would encroach upon the abovementioned rights of the partners. For this competition, the clubs undertake to observe OFC's instructions regarding the exclusive area. In particular the home club must provide a "clean stadium" by at least the morning of two days before a match, meaning that no advertising except that officially authorised by OFC may be located within the exclusive area.

OFC, or a third party acting on its behalf, will provide the advertising boards (at least 90cm high) and be responsible for their installation and dismantling within two days of the match. The club is responsible for ensuring that the advertising boards are within the unimpaired range of view of the main camera.

Each club must support and ensure that its players, officials and other employees also support the "partner programme" established by OFC for the exploitation of the commercial rights including without limitation the promotional programmes run by OFC and the partners at this competition (e.g. ball kids, centre circle carriers, flag bearers, player escorts, match ball carrier, referee escorts, man of the match and stadium tours).

Each club must (where applicable) assist OFC in combating activities that undermine OFC's commercial programme and the value of the commercial rights. In particular, no club may admit any person to a stadium who may reasonably be expected to act in a manner which undermines the commercial programme.

The club must also provide all relevant data and/or information for OFC's promotional purposes and in particular its official website(s), and competition related OFC publications (e.g. the Statistics Handbook which constitutes the first volume of the OFC Champions League Tournament Guide).

4.3. Commercial exclusivity

During a site visit to each stadium (and as set out in the OFC Champions League Club Manual), the exclusive area is defined in the Manual.

Any stadium naming rights which have been granted by the club will be subject to the normal OFC Champions League requirements regarding the exclusive area. This means that, subject to the following exceptions, no branding of the stadium sponsor (for example, any name, logo, trademark, design elements, slogan or corporate colours) may be visible in the exclusive area. Similarly, subject to the following exceptions, no such branding may be visible on any OFC Champions League printed materials.

The following exceptions apply only in relation to one stadium sponsor which has been granted long-term stadium naming rights:

- a) The name of the stadium sponsor may be announced (as part of the stadium name) over the stadium PA system for the sole purpose of denominating the stadium if required for safety and security reasons. No additional identification connected with the stadium sponsor (for example, a jingle) may be included with the announcement.
- b) The name of the stadium sponsor may appear (as part of the stadium name) on printed materials for this competition, including match tickets, for the sole purpose of denominating the stadium if required for safety and security reasons and only in a non-commercial typeface, colour and without any logos.
- c) The name of the stadium sponsor may appear (as part of the permanent stadium name signage) on the outside of the stadium building. Existing signage must be determined during the site visit to ensure that no additional signage is subsequently added.

Commercial exclusivity granted to the partners in the exclusive area includes the right of OFC to allow promotional activities by partners such as, without limitation, commercial spots on the stadium scoreboard, subject to the terms of the licence agreement, promotions involving the ball kids, the centre circle carriers, the flag bearers, the player escorts, man of the match, half-time promotions, match ball carrier, referee escort, stadium tours and such other activities as designated and required by OFC.

4.4. Press conferences and interviews

Only the logos of the partners may be displayed at press conferences, flash interviews and in mixed zones at this competition. In accordance with Article 19 of these regulations, the clothing of all players, coaches and team personnel participating in press conferences and/or interviews must be free of sponsor advertising (except the playing attire i.e. shirt, shorts and socks) and the manufacturer identification must be in compliance with the OFC Provisions provided in the Regulations.

4.5. Posters, tickets, official printed matter

The clubs produce posters, tickets and official printed matter in connection with this competition, but only in a manner approved by OFC, including, without limitation, in accordance with OFC's ticketing policy. When posters, tickets and official printed matter connected with this competition are being designed, due attention must be paid to ensuring that any advertising overprint is solely that of the partners. All printed matter must be produced in accordance with the guidelines laid down by OFC. (See the OFC Champions League Club Manual and the Brand Manual.)

4.6. Tickets for OFC and partners

For every OFC Champions League match, the clubs undertake to provide OFC with 50 complimentary tickets to the VIP area, including hospitality, for partners. For the play-offs, the requirement is ten complimentary tickets for the VIP area, including hospitality. However, this number of tickets and hospitality passes must not exceed 10% of the VIP area seating capacity. In such a case, any difference must be offset by tickets in the highest category.

Upon request, clubs must locate up to five of OFC's VIP ticket-holders in the best possible seats next to the OFC match delegate and/or the club's highest level executives (for example, the club president or chief executive officer).

Likewise, a number of complimentary tickets in the highest category, stated below, in one block, in a section located between the two 16-metre lines, must be provided to OFC for its own use, as well as for the use of partners (such allocation will be prescribed by circular)

All tickets must be official OFC Champions League tickets approved by OFC prior to production.

4.7. Hospitality for partners

For every OFC Champions League match, the host club must provide OFC, free of charge, with a hospitality area within the stadium. The standard of these facilities must be at least comparable to the highest standard available in the stadium. If the host club is not able to offer such facilities within the stadium, it must find an alternative solution at its own expense outside the stadium. Such alternative solution must be of a standard comparable to that of an indoor facility.

4.8. Accreditation

A number of accreditations for partners, to be agreed upon, will be made available by OFC, in conjunction with the host club. In every case, accreditation will ensure that all services can be proffered before, during and after the match. Detailed information on the accreditation system, as well as on the design of accreditation cards, is contained in the OFC Champions League Club Manual and the Brand Manual.

4.9. Parking places

In principle, 20 parking places for the play-offs and 20 parking places from the group stage onwards must be provided, free of charge, to OFC for use by partners. The number and category of parking places will be decided upon by OFC and the host club. These parking spaces should be in a prime position and wherever possible giving easy access of the Champions Club (i.e. the OFC Champions League hospitality area as defined in the OFC Champions League Club Manual).

4.10. Cooperation

The clubs undertake to work in close cooperation with OFC. Each club must appoint a liaison officer, who will be responsible for administrative matters, including all cooperation between the club and OFC. It is understood that the clubs will provide OFC, free of charge, with the services, facilities and areas which are referred to in the present annex or are necessary for the implementation of OFC's requirements pursuant to these regulations. The clubs will endeavour to provide OFC and its appointed agency, free of charge, with the necessary office and storage facilities within the stadium.

The clubs undertake to give their full support in clearing any material imported and re-exported by OFC or any of its partners or agencies.

5. LICENSING AND MERCHANDISING

5.1. Tasks of the clubs

The clubs will ensure optimum support in the implementation of the OFC Champions League licensing programme.

5.2. Club Approval

Club involvement in specific licensing projects will always be subject to the prior written approval of the respective club, and a contract drafted by OFC will be submitted to the club for consideration and decision.

For licensing projects which encompass the whole competition, the participating clubs must make reasonable efforts to ensure their participation in such projects.

Details and requirements of the OFC Champions League licensing programme are laid down in the OFC Champions League Club Manual.

5.3. Final-related licensing

Without prejudice the clubs taking part in the final must not develop, produce or distribute any final-related product without the prior written approval of OFC.

6. DATA

6.1. Data rights

The clubs may compile data relating to their matches in this competition and may use such data and any other data related to this competition for their own internal training purposes and may publish such data on their official club platforms. The clubs may not otherwise exploit any data rights.

6.2. Third party association

There may be no direct and/or indirect third party association with any such OFC Champions League data (to preserve exclusivity for the official OFC Champions League partners). In particular, clubs must therefore ensure that official club platforms do not sell any form of sponsorship that directly and/or indirectly associates a product, service, person or brand with (i) such data or (ii) this competition.

ANNEX III: OFC Champions League Club Media Rights Guidelines

1. Introduction

For the purposes of these Club Media Rights Guidelines, the following terms have the following meanings:

“club media partner(s)”	means partners which a club may contract or appoint to exploit certain media rights on its behalf, including third party agencies, broadcasters, internet service providers, platform operators, mobile network operators and/or fixed-media producers/distributors;
“delayed rights”	means non-live audio-visual media rights in respect of OFC Champions League and/or play-off matches in which the club has participated;
“live rights”	means live audio-visual media rights in respect of OFC Champions League and/or play-off matches in which the club participates;
“media rights”	has the meaning attributed to it in paragraph 28.01 of these regulations;
“official club platform(s)”	means any official club service (as recognised as such by the club and being club branded and exclusively dedicated to the club) made available on any media platform (e.g. a club television channel); and
“OFC media partner(s)”	means partners which OFC may contract or appoint to exploit certain media rights, including third party agencies, broadcasters, internet service providers, platform operators, mobile network operators and/or fixed-media producers/distributors.

- 1.1. Central marketing is essential for solidarity and for the branding of the OFC Champions League. Accordingly, the core audio-visual OFC Champions League and play-off media rights (live and certain delayed rights) are exclusively centrally marketed by OFC. The net income generated by OFC from such central marketing is redistributed to clubs and invested in solidarity.
- 1.2. Clubs also have a framework to enhance their brands, especially through the exploitation of this competition’s media rights.
- 1.3. Therefore, following consultation between OFC and the clubs, OFC has issued these Club Media Rights Guidelines outlining the rules for such exploitation of certain media rights by clubs for the matches in which they participate.

- 1.4. The compliance of all parties is essential to the overall success of the commercial exploitation system. If a club, via its official club platforms and/or its club media partners, does not comply with the Club Media Rights Guidelines then, without prejudice to any other term of these regulations, disciplinary and/or economic sanctions (including withholding of prize/participation payments) may be taken against the club by the relevant OFC body (in addition to any ordinary legal remedies that may be available).
- 1.5. All media rights which are not granted to clubs for exploitation in these Club Media Rights Guidelines may be exploited exclusively by OFC. All media rights being exploited and/or centrally marketed by OFC may be exploited, at OFC's discretion, by (i) OFC partners under conditions to be defined by OFC or (ii) OFC itself and in particular via its digital media services (including services carried on third party platforms). For the avoidance of doubt and in accordance with these OFC Champions League regulations, any sponsorship, suppliership or merchandising rights relating to the OFC Champions League and/or play-offs shall be exploited exclusively by OFC.
- 1.6. Official club platforms and/or club media partners may (subject to availability, compliance with notification deadlines/conditions imposed by OFC and/or payment of any technical costs):
- a) use commentary positions for exploitation of club media rights on official club platforms and/or by club media partners as the case may be;
 - b) access the mixed zone; and/or
 - c) access press conferences.
- In the event that availability or access is limited, first priority is given to OFC media partners, second priority is given to official club platforms (and/or club media partners in case of exploitation of live audio and/or audio-visual media rights) and third priority (for access to the mixed zone and access to press conferences only) is given to club media partners and non-rights holders.
- Production rights not envisaged in this paragraph 1.6 are not, in principle, available to official club platforms and/or club media partners. On-site decisions regarding these issues are made by the OFC Venue Director.
- 1.7. OFC has created a digital video library from which clubs can obtain footage of their own matches for exploitation of media rights in accordance with these Club Media Rights Guidelines (subject to execution of a services agreement and payment of associated costs by the club for the extraction of such footage).
- 1.8. In addition, clubs may have access, via OFC, to the raw feed (i.e. the international live audio-visual feed) of their own matches under conditions to be determined by OFC (location to be convenient to the host broadcaster) for exploitation of OFC

Champions League and/or play-off media rights in accordance with these Club Media Rights Guidelines. Requests for such access to the raw feed need to be submitted to OFC under conditions to be determined by OFC and subject to the execution of a services agreement and payment of associated costs by the club.

2. General conditions (valid for all media rights exploited by clubs)

- 2.1. All commercial contracts that a club enters into for exploitation of media rights on the official club platforms and/or through club media partners must incorporate these Club Media Rights Guidelines so that they are binding on the clubs, their official club platforms and club media partners and suppliers.
- 2.2. Clubs are responsible and liable to OFC for the compliance of their official club platforms and club media partners and suppliers.
- 2.3. Without prejudice to paragraph 28.13, the maximum duration of such commercial contracts is three OFC Champions League seasons.
- 2.4. Clubs may exploit delayed rights in perpetuity regardless of whether they are participating in the current OFC Champions League season, subject to the conditions imposed by the then current Club Media Rights Guidelines. If a club has not participated in the OFC Champions League since the 2003/04 season (inclusive), it must execute an agreement, to be provided by OFC on the club's request, undertaking to comply with the relevant version of the Club Media Rights Guidelines.
- 2.5. Clubs may not create a programme or product which competes with any OFC/OFC Champions League and/or play-off programme or product centrally marketed by OFC. To this end, clubs shall not bundle rights with those of any other club participating in the OFC Champions League and/or the play-offs, including in relation to their official club platforms, nor shall they allow their club media partners to bundle rights. Furthermore, the rights exploited by a club, including the relevant programmes/products, may not feature content of OFC Champions League and/or play-off matches in which the club is not participating.
- 2.6. All rights exploited by clubs, official club platforms and/or club media partners must be club branded (in order not to create a competing programme/product to the OFC/OFC Champions League/play-off programme/product centrally marketed by OFC). At the same time, OFC will not exploit rights dedicated to one single club (in order not to create a programme or product which competes with any club programme or product).

- 2.7. Clubs, official club platforms and/or club media partners may not use the OFC Champions League logo, name, music, typography or trophy or any other OFC Champions League/play-off designs, including images of the official ball or graphics. OFC acknowledges that in practice the following limited exceptions shall be permitted to the above rule:
- (i) any on-screen graphics and on-screen credits included by the host broadcaster in the raw feed (however, no use of the OFC Champions League/play-off opening and closing sequences, match bumpers and break bumpers shall be permitted);
 - (ii) use of the name "OFC Champions League" in a standard typography (OFC Champions League typography is specifically excluded) in a descriptive context to inform the consumer of the inclusion of OFC Champions League/play-off content or in a purely editorial/descriptive context; and
 - (iii) use of the trophy image within still images of the winning club.
- 2.8. No official club platform or club media partner may present itself as a partner of the OFC Champions League/play-offs or otherwise directly and/or indirectly associate itself and/or any third party, products or services with the OFC Champions League/play-offs.
- 2.9. All intellectual property rights in OFC Champions League/play-off images and footage and in the name, logo, music, branding and materials of the OFC Champions League/play-offs are and remain the exclusive property of OFC.
- 2.10. If a club, via its official club platforms or its club media partners, exploits media rights in accordance with these Club Media Rights Guidelines, it shall ensure that there is no interference with the raw feed, for example by adding, removing, editing or modifying any graphics, on-screen credits or other branding element with the following exceptions:
- a) the club, official club platform and/or club media partner may add its normal corporate/channel identification logo provided the logo is placed in a corner of the screen in such a way that it does not disrupt any graphic or other information included in the raw feed; and
 - b) the club, official club platform and/or club media partner may add minor timing and/or score graphics and/or its normal captions for the commentator provided these are placed in such a way that they do not disrupt any graphic or other information included in the signal.
- 2.11. Clubs are liable to OFC for the protection of the footage/signal/broadcast/transmission against piracy or unauthorised re-transmission/use thereof and must therefore take all possible steps (and ensure that

official club platforms and club media partners take all possible steps) to prevent the unauthorised use, re-transmission or re-distribution in full or in part of any of the above featuring audio, visual and/or audio-visual material of OFC Champions League/play-off matches. In addition to any sanctions available to OFC under paragraph 1.4 of these Club Media Rights Guidelines, any club failing to protect such material, or failing to ensure that its official club platforms and club media partners protect such material, may be required by OFC to immediately remove the content from the relevant programme or product and/or platform.

- 2.12. Official club platforms and club media partners are subject to any regulations, guidelines and/or instructions that may be issued by OFC from time to time, including, when relevant, any regulations, guidelines and/or instructions as OFC may issue to the OFC media partners.
- 2.13. In order to enable OFC to have an overview of the exploitation of OFC Champions League/play-off media rights by all participating clubs, any club which exploits or intends to exploit any media rights must provide, upon OFC's request, reasonable information to OFC relating to such exploitation. OFC will provide, upon the club's request, reasonable information to the club relating to the OFC media partners' exploitation.
- Clubs deciding not to exploit media rights shall inform OFC accordingly before the beginning of the relevant season.

3. Audio-visual media rights

- 3.1. In recognition of the convergence of technologies over which audio-visual content may be distributed, a platform neutral approach has been implemented by OFC. The media rights have been characterised using a time window approach (meaning that live rights are distinguished from delayed rights).

A. Exploitation of live rights

- 3.2. Clubs may exploit live rights in an EU/EAA country only in the event that such rights have not been acquired by an OFC media partner in that particular country. OFC will notify the clubs in due time of any EU/EEA country in which it has failed to sell the relevant live rights.
- 3.3. Any exploitation of any such live rights by clubs, official club platforms and/or club media partners shall be in strict accordance with the following conditions:
- a) there shall be no direct and/or indirect third party association with OFC Champions League/play-off programming/content (to preserve exclusivity for the official OFC Champions League/play-off partners).

In particular, clubs must therefore ensure that official club platforms and club media partners do not sell any form of sponsorship of or association with

- (i) the programme featuring the live match and/or
 - (ii) the OFC Champions League/play-offs;
- b) all broadcasts and transmissions (including uplinks or downlinks) must be encrypted on a conditional access basis. Furthermore, the clubs, official club platforms and club media partners shall ensure that there is no overspill, broadcast or transmission outside the territory (ies) in which the clubs are entitled to sell (and then broadcast and/or transmit) live rights in accordance with these regulations; and
- c) the programme shall be available on a subscription basis.

3.4. Clubs are not entitled to create products/programmes which compete with the live audio-visual media rights centrally marketed by OFC. For example, clubs shall not create a live quasi-video service through the combination of an audio/radio commentary and sequential still photographs/images.

B. Exploitation of delayed rights

3.5. Subject to the terms of the above section A, clubs are not entitled to exploit any form of audio-visual media rights, irrespective of distribution technique or platform, before the end of the relevant embargo period, as detailed in this section B.

3.6. Following the end of such embargo periods, clubs may exploit certain delayed rights on a worldwide, non-exclusive basis under the conditions set out in this section B.

3.7. Between midnight on the day the match is concluded and midnight of the following day of the match any delayed rights (whether clips or programmes) may be exploited by the clubs subject to the following conditions:

- a) the clips or programmes may be made available only on official club platforms (not via club media partners);
- b) the clips or programmes are available on a subscription basis;
- c) a single (i.e. only one at any moment in time) short promotional clip dedicated to a club's performance in this competition of no more than one minute may be transmitted on a non-downloadable and free-of-charge access basis on each of the official club platforms. Such a clip may not feature footage from a match until after midnight after the conclusion of the relevant match;

- d) in respect of a VOD/pull service whereby the viewing time for the programme may be freely determined by the viewer, the programmes may not be made available before midnight after the conclusion of the relevant match;
- e) in respect of any linear delivery/push services whereby the viewing time is scheduled and fixed by the official club platform, the programmes may not be made available before the later of
 - (i) midnight of the local time in the country of exploitation (or in the relevant part of the country if there is more than one time zone in the country) on the day the relevant match is concluded.
 If the official club platform is unable to limit its transmissions to different time zones within a particular country, then the relevant programme may only be made available at midnight local time in the latest time zone in that country.

Furthermore, there may be no linear/push exploitation of any delayed rights of an OFC Champions League being played.

- f) all broadcasts and transmissions (including uplinks or downlinks) must be encrypted on a conditional access basis;
- g) the programme may be fully dedicated (i.e. 100%) to this competition; and
- h) the programme may be sponsored by a third party (but not in a way that creates a direct or indirect association with this competition). The sole exceptions relate to programmes containing more than 50% of OFC content comprising OFC Champions League content and any other OFC-related content, including other OFC competitions such programmes cannot have any sponsorship and/or direct/indirect third party association.

3.8. After 24 hours have elapsed after that match, clubs may

(i) continue to exercise the delayed rights on the official club platform in strict accordance with the terms of paragraph 3.7 of these Club Media Rights Guidelines and/or

(ii) license certain delayed rights to club media partners as part of a club magazine programme which is a club branded programme and fully dedicated to the club. It is however acknowledged by OFC that for a city/regional club media partner, the programme could be jointly branded with another club from the city/region

Furthermore, the club magazine programme shall comply with the following conditions:

- a) no individual programme may contain more than 75% of OFC content comprising OFC Champions League content and any other OFC-related content, including other OFC competitions. The only exception to this rule is a programme dedicated to the final and released by the winning club (which may have 100% OFC Champions League final related content). In addition,

- such OFC content cannot represent more than 50% of the content of such club magazine programmes over the course of a season;
- b) no more than two clubs can license to the same club media partner the right to transmit club magazine programmes on the same channel during a given period and no more than four clubs can license such a right to the same club media partner for exploitation on the same platform. Furthermore, there shall be at least a two-hour gap between the end of the linear/push exploitation of one club's club magazine programme and the start of the linear/push exploitation on the same channel of a club magazine programme dedicated to another club; and
 - c) the programme may be sponsored by a third party (but not in a way that creates a direct or indirect association with the OFC Champions League/play-offs). The sole exceptions relate to (i) a programme containing more than 50% of OFC content comprising OFC Champions League/play-off content and any other OFC-related content, including other OFC competitions; and (ii) a programme dedicated to the final and released by the winning club in the manner described in point a) above – such programmes cannot have any sponsorship and/or direct/indirect third party association.

C. Fixed-media exploitation

3.9. The conditions for audio-visual fixed-media exploitation of delayed rights are as follows:

- a) as from Thursday midnight CET (Sunday midnight CET for a final match);
- b) club branded and dedicated product
- c) an individual product cannot contain more than 75% of OFC content comprising OFC Champions League/play-off content and any other OFC-related content, including other OFC competitions. The only exception to this rule is a product dedicated to the final and released by the winning club (which may have 100% OFC Champions League final related content);
- d) the fixed media devices may be employed to reproduce match footage of the OFC Champions League/play-off matches together with other editorial elements but may not incorporate any other content (for example, video games or interactive quizzes) and their sole function shall be to store the above content;
- e) the product may be sponsored by a third party (but not in a way that creates a direct or indirect association with the OFC Champions League/play-offs). The sole exceptions relate to (i) a product containing more than 50% of OFC content comprising OFC Champions League/play-off content and any other OFC-related content, including other OFC competitions and (ii) a product dedicated to the final and released by the winning club in the manner

described in point c) above – such products cannot have any sponsorship and/or direct/indirect third party association; and

- f) in case of production of a series of products, (i) the series and (ii) each product forming part of the series shall be considered as a product for the purpose of this section C.

4. Audio rights

- 4.1. OFC may non-exclusively exploit the audio rights for this competition. Clubs will be given the name of the OFC media partners to whom rights have been licensed by OFC in due time. Clubs may not charge any fee to these OFC media partners.
- 4.2. Clubs may non-exclusively exploit (themselves or via their official club platforms and/or club media partners) the audio rights for their respective home matches (except the final). Unless otherwise specified in this paragraph 4, clubs may charge a fee to such partners to whom they grant audio rights. No sub-licensing by official club platform(s) and/or club media partner(s) is allowed.
- 4.3. On a season by season basis, clubs may decide to grant non-exclusive audio rights for their respective home matches to two domestic club media partners (domestic media partners). The technical cost charged by the clubs to such domestic media partners must not exceed \$500 per match and the clubs may not charge them any other fee.
- 4.4. On a visiting club's request, the home club must grant to two of the visiting club domestic media partners (as identified by the visiting club) audio rights for the match at technical cost. Such a technical cost must not exceed \$500 per match and the clubs may not charge them any other fee.
- 4.5. All such domestic media partners must be provided with appropriate technical facilities and commentary positions in the stadium.
- 4.6. Furthermore, if requested by visiting clubs, they may conclude reciprocal agreements with such clubs.
- 4.7. As a general principle, clubs have the right to audio report on their official club platforms, free of charge, matches in which the club is participating.
- 4.8. There shall be no direct and/or indirect third party association with OFC Champions League programming/content (to preserve exclusivity for the official OFC Champions League partners). In particular, clubs must therefore ensure that official club platforms and club media partners do not sell any form of sponsorship of or association with (i) the programme featuring this competition coverage and/or (ii) this competition.



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