Regulations of the World DanceSport Federation (WDSF) for Electronic Media, New Media, Advertising and Sponsorship

Enclosure to the WDSF Financial Regulations

Version 2.0

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Broadcasting and New Media Regulations

1. The Electronic Media Rights of all competitions granted by the WDSF or any division of the WDSF ("WDSF Competitions") shall be the exclusive property of the WDSF. The definition of Electronic Media Rights is attached as an annex to these Regulations. References in these regulations to “organisers” of WDSF Competitions shall, unless the context requires otherwise, be construed to mean the WDSF Member Body responsible for organising the relevant WDSF Competition. The relevant WDSF Member Body shall ensure that other persons involved in the organisation of WDSF Competitions shall respect these regulations.

2. WDSF ultimately controls the Electronic Media Rights to all WDSF Competitions. It does so by applying a set of different criteria depending on the nature of the Competition, but always consistent with the overriding goal of maximising international exposure and revenue for DanceSport.

3. WDSF exploits the Electronic Media Rights to certain World and Continental DanceSport Championships, e.g. the five or more Championships making up the “Best of DanceSport” series for a determined year, either on its own or through a rights agency.

4. WDSF signs written agreements with the organisers of the Grand Slam Series defining the relationship between WDSF and the organisers regarding the exploitation of the Electronic Media Rights at the domestic and the international level.

5. As a condition for organising any of the events described in 1.3 and 1.4, an international television signal of the highest quality must be produced (whether by a host broadcaster or otherwise), as is foreseen in the WDSF Bidding Procedures and outlined in the contractual obligations for these events.

6. For all other WDSF Competitions the WDSF (subject to a contrary agreement with the organiser) grants the right to exploit the domestic Electronic Media Rights to the organisers, as these can be used to negotiate an agreement with a host broadcaster and to secure exposure in the national territory (minimum requirements to be defined by WDSF). If an agreement is reached for the national territory and an audio-visual signal is produced, the organiser will advise the WDSF so that the WDSF is able to exploit such signal in other territories. Subject to a contrary agreement between the WDSF and the organiser, the domestic media rights are granted to the organiser across all media on a royalty-free and exclusive basis (subject to the right of WDSF to stream the footage through the WDSF website and other WDSF platforms and customary carve-outs such as news access) for exploitation during the relevant competition and until twelve months after the final day of the competition. It is noted that WDSF reserves all rights to the international distribution of the audio-visual signal, including but not limited to its streaming through the WDSF website and other WDSF platforms.

7. Organisers and other persons subject to these regulations shall undertake any reasonable action necessary to ensure that WDSF is and remains the exclusive owner of the Electronic Media Rights in the WDSF Competitions.

8. The WDSF Presidium is entitled to negotiate special arrangements with the organiser or the relevant WDSF Member Body or Federations.

9. Action(s) in accordance with the WDSF Statues will be taken by the WDSF Presidium against any WDSF Member Body which acts in breach of these regulations.
Advertising and Sponsoring Regulations

1. All advertising, sponsorship and branding rights associated with WDSF Competitions (as defined above) shall be the exclusive property of the WDSF.

2. Save as set out below, the organisers of the WDSF Competitions have the right (subject to a contrary agreement) to exploit the advertising, sponsorship and branding rights.

3. With respect to World and Continental DanceSport Championships and the Grand Slam Series, the WDSF shall have the exclusive right to sell the title/presenting sponsorship rights. If twelve months prior to the event the WDSF negotiations have not been successful to sell the title/presenting sponsorship rights reserved by the WDSF, then the organiser may, upon confirmation of a serious interest from a potential title/presenting sponsor, request that WDSF allows it to exploit such rights (such request not to be unreasonably refused); in these circumstances, the WDSF and the relevant organiser shall keep each other regularly informed with respect to the status of any negotiations with any potential title/presenting sponsor.

4. When granting the events referred to at 2.3 above, the WDSF will inform the organiser which rights and product categories are available for the organiser to exploit and which categories will be held back by the WDSF.

5. With respect to all WDSF Competitions, the organiser will keep the WDSF informed of proposed advertisers so that the WDSF reputation is not harmed. Tobacco, strong alcohol, erotic-related and political or religious advertising are not permitted; the WDSF Presidium may define and notify further categories which are not permitted on the basis that they may negatively affect the image of DanceSport, the WDSF or the competition in question. The size and placing of advertising boards shall be approved by WDSF to ensure that they
   - are consistent with any media requirements
   - do not negatively affect the image and presentation of the event (including on television) and
   - comply with the regulations for advertising in the determined markets.

6. The WDSF Presidium is entitled to negotiate special arrangements with the organiser or the relevant WDSF Member Body or Federations.

7. Action(s) in accordance with the WDSF Statutes will be taken by the WDSF Presidium against any WDSF Member Body which acts in breach of these regulations.
Private Sponsorship of Couples

Regulations regarding advertising on competitions dress are set out in paragraph D.4 of the WDSF Competition Rules.

Zurich/Switzerland, 16 June 2013
Version 2.0

1) These Regulations were adopted by the 2007 WDSF Annual General Meeting and effective June 10, 2007 (version 1.0).

2) These Regulations were generally revised by the WDSF Annual General Meeting on June 16, 2013 in Shanghai (CHINA) came into force and effect with immediate effect upon their adoption at such meeting (version 2.0). With regard to 2.5 and, specifically, the organisers’ obligation to inform WDSF about proposed advertisers, this shall become enforceable by decision of the WDSF Presidium.

Annex

to Regulations of the World DanceSport Federation (WDSF) for Electronic Media, New Media, Advertising and Sponsorship
(Version 2.0)

The Electronic Media Rights are separated into Linear and Non-Linear rights.

Linear rights are defined as all intellectual property and other rights or interests in the moving video images (with or without sound), including without limitation the right to transmit such images for simultaneous reception in private or public places through all available technical means for broadcast (such as, without limitation, terrestrial transmitters, satellite, cable, fibre, telephone lines, mobile telephony, broadband, radio or any combination thereof).

Non-Linear rights are defined as all intellectual property and other rights or interests in the moving video images (with or without sound), including without limitation the right to transmit such images through technical means that permit the individual consumer to choose the time and place of reception through an interactive accessing of the signal (such as, without limitation, internet, video on demand, in-flight film).