



Hero Indian Super League 2017 - 2018

Brand & Content Protection Guidelines

Public Advisory Document

These Brand and Content Protection Guidelines provide guidance on acceptable and sanctioned use of proprietary content and intellectual property rights owned by Football Sports Development Limited in relation to Hero Indian Super League 2017 – 2018 to be staged in India. A copy of these guidelines is also available on the Hero Indian Super League’s official website at: www.indiansuperleague.com.



Introduction

These Hero Indian Super League 2017 - 2018 Brand and Content Protection Guidelines ("**Guidelines**") are issued by Football Sports Development Limited ("**FSDL**") in relation to the Hero Indian Super League 2017 - 2018 ("**ISL**") and provide guidance on appropriate and acceptable commercial and non-commercial utilisation by third parties of the ISL's proprietary names ("**ISL Names**"), proprietary marks and trophy image (together, the "**ISL Marks**"), and audio-visual representations of ISL match play in all media ("**ISL Footage**"). These guidelines shall apply to activities by third parties on a worldwide basis, including India.

For the purposes of these Guidelines, the ISL Names, ISL Marks and ISL Footage and others by whatever name called or described related to or arising out of the ISL without any limitation and as detailed, amongst others, together constitute the "**ISL IPR**".

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



Frequently Asked Questions



Why protect the ISL brand?

Any world class event such as the ISL is only made possible through the commercial participation and support of sponsors, partners, licensees and broadcasters, that are each granted certain exclusive rights and privileges by FSDL in consideration for their support. As a result, it is vital that all ISL IPR are protected and managed by FSDL. If anyone could use the ISL IPR for free, or could create or suggest an association with the ISL, there would be no incentive for sponsors, partners or broadcasters to invest in or support the ISL. FSDL must prevent unlicensed third parties from undertaking unauthorised activities that damage or dilute FSDL's exclusive rights and those of its sponsors, partners and broadcasters. Also, in order to maintain the integrity of the ISL brand and to protect against dilution and damage to its reputation and prestige, it is vital that FSDL retains careful control of ISL IPR and their uses.



What constitutes the "ISL IPR"?

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

<p>ISL Names</p>	<ul style="list-style-type: none"> ✓ Hero Indian Super League ✓ Indian Super League ✓ Hero ISL ✓ ISL 																																																																						
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Also, still images, live audio-visual footage of match play action and deferred highlights/clips of match play and the official tournament song, where applicable, constitute protected and proprietary ISL Footage, which forms part of ISL IPR. The unlicensed usage of ISL IPR is not permitted in any manner or form whatsoever, including partial usage, substantial usage and/or usage of short forms/variations of ISL IPR save as permitted by copyright or "fair dealing" principles.



How are the ISL IPR protected?

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



What uses are unlawful without a license from FSDL?

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

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



When can the ISL IPR be used?

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

The ISL Names, ISL Marks and to a limited extent the ISL Footage, may be used for news reporting purposes in non-commercial editorial-only news pieces without FSDL's prior authorisation. In certain circumstances when reporting and providing information on FSDL and/or the ISL, journalists are able to use the ISL Names and ISL Marks to illustrate their editorial-only feature subject to full compliance with applicable laws and regulations. Such use of the ISL IPR must be in compliance with these guidelines.

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

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



What are the consequences of using any ISL IPR without FSDL's authorisation?

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

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

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



What rights do franchise sponsors and partners have?

Franchise sponsors and partners are granted certain rights by the franchises they associate with. The rights that franchises may grant to their sponsors and partners are governed by the franchise agreement, sponsorship guidelines, player ID guidelines and other applicable league rules. In no event may a franchise grant or a franchise sponsor or partner be granted any rights in ISL IPR. As a result, a franchise sponsor or partner shall in no event use ISL IPR (other than specifically granted

rights to use franchise names, franchise marks, etc.) by virtue of being a franchise sponsor or partner. For the sake of clarity, no franchise sponsor or partner may use the ISL Names or ISL Marks in any of its marketing communications or promotions.

 ***What are some specific examples of impermissible unlicensed behaviour?***

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

Advertisements, promotions and events

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

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



Websites

Trademark and copyright laws apply equally to the Internet and to websites. Websites that provide information about

the ISL and are being operated on a purely non-commercial basis – for example, a supporters’ site used to provide information about players participating in the ISL, or a chat forum about the ISL – are unlikely to infringe FSDL’s rights. However, the creation of ISL specific communities that use ISL Names, ISL Marks and ISL Footage and solicit and raise sponsorships and advertising constitutes commercial use of ISL IPR and are impermissible.

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

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

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

Use of ISL Names and ISL Marks together with, or in proximity to, a company logo



or commercial reference (such as 'Brought to you by ...' or 'Sponsored by ...', etc. or used on a standalone basis, in a fixed position or in a recurring manner on a website including mobile optimised websites is impermissible without license. In particular, repetitive use of the ISL IPR in the corner of a special edition or on each successive web page of a special subsection of a website), is prohibited.

ISL Marks may not be used, without license, as part of the "get up", overall structure or design of a website (including background or wallpaper designs), or as a major constituent of a transitional introductory web page of a website.

ISL Names and ISL Marks specifically, may not be used as hyperlinks or shortcuts on internet websites.



Business Names

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



Tickets and Hospitality Packages

Tickets to ISL matches are sold under specific conditions. Primarily, these may only be purchased through officially appointed ticketing agents for personal use. ISL tickets may not be used for promotions or as prizes in contests. The



right to run ticket promotions is reserved for ISL sponsors and partners and is strictly prohibited by the tickets' terms and conditions. Further, ISL tickets may not be resold for a profit or as part of hospitality packages by unlicensed travel agents or other entities. Only ISL sponsors and partners may use ISL marks in these promotions.

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

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

Public Screenings

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



Mobile and wireless services and applications

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



Merchandise

Merchandise with general football terms, and India related terms (provided there is no usage of ISL IPR) are permissible. Prohibited acts include, the manufacture and sale of counterfeit merchandise relating to the ISL, and the unlicensed use of ISL IPR or any reference to the ISL or unlicensed use of the ISL IPR relating to any of the teams participating in the ISL, in the merchandise.



Match Schedule

Use of the match schedule to provide information in a purely non-commercial sense is permitted.

However, the commercial use or presentation of the match schedule by third parties is not permitted.



Editorial uses, Newsletters

Purely editorial use of ISL Names and ISL Marks solely for conveying information and without association with any commercial entity is permissible use.

However, this journalistic use exception with respect to ISL Names, ISL Marks and ISL Footage does not apply to the production and distribution of newsletters, client bulletins or other marketing collateral produced in the guise of journalism, which state or suggest an official association between a product, service or event and the ISL.



Who are the Commercial Partners of the ISL?

Title Sponsor



Associate Sponsors



Official Partners



Official Fantasy Football Partner



Disclaimer

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