



## GAA Streaming Policy & Local License Agreement

### Background

Streaming of audio and audio-visual content is now a worldwide phenomenon and the practice of online live sports consumption has seen particularly high growth levels in recent times. In line with this trend, there has also been a significant increase in the number of third-party companies, GAA Provincial councils, County boards and local clubs requesting to stream live matches digitally (both in audio and audio-visual formats) themselves.

This development in a GAA context not only offers a service to those who cannot attend a match in person (e.g. those in hospital, nursing homes or other care-giving locations, those who are overseas or are simply unable to attend the game due to other commitments) but it also creates a potential revenue source for GAA units.

To facilitate such requests while also protecting the rights held by the GAA's existing national broadcast partners - a group of partners that generate a significant amount of annual revenue for the Association, 83% of which is subsequently redistributed to the wider GAA network - this document and licensing agreement sets out the policy and process that stakeholders must follow to gain approval before any match streaming can occur.

In each match case, the 'Requesting GAA Unit' that wants to conduct the live stream should gain permission from the relevant 'Approving GAA Unit'. This approval process is managed as follows:

<u>Requesting GAA Unit</u>	<u>Approving GAA Unit</u>
GAA Clubs	County Board
County Board	Provincial Council
Provincial Council	Commercial Department, Croke Park

### Gaining Approval

#### Step 1:

Find out if the competition within which the match occurs falls under any existing rights sold by the GAA to its broadcast partners at national level (a list of which is included in 'Appendix 1 National Broadcast Agreement Competitions' at the end of this document). If the match falls within one of these competitions already linked to a national broadcast agreement, GAA units are not permitted to stream the match.

Official GAA national broadcast rights holders, including GAAGO, have **first right of refusal** on broadcasting games of their choice. For example, in the instance of local club championships, both TG4 and RTÉ are contractually entitled to show two matches each per week and only after these picks are made might County streaming activity be considered.

However, Official GAA national broadcast rights holders are not obliged to broadcast every match within their remit. Therefore, in instances when national broadcast coverage will be absent, special dispensation may be granted to a GAA unit wishing to stream the match and Step 2 (below) should be followed.

It should be noted that such special dispensation does not generally extend to inter-county matches of any grade. Furthermore and prior to the Covid-19 pandemic\*, a Requesting GAA Unit was not permitted to stream a match at the same time as any national broadcast partner coverage.

\* In 2020/21 due to Government capacity restrictions, a rolling approval was given by GAA Central Council to County Boards seeking to stream local club championships at the same time as live TV match broadcasts. This approval was made possible thanks to agreement with TG4 and RTÉ and remains in place until further notice.

### Step 2:

If the competition does not fall under the rights sold by the GAA at national level or special dispensation has been granted, the requesting GAA unit wishing to stream the match is required to carry out a pilot recording. This is to ensure that the approving GAA unit is satisfied that the production quality (including picture resolution, graphic overlays, sound quality and commentator capabilities) are to a standard befitting of a live public broadcast. This pilot should be carried out in similar circumstances to the intended 'real' stream – i.e. the same camera crew, equipment, number of cameras, venue, editing and commentary team etc. When the pilot recording is complete, the Requesting GAA Unit should pass the recording to the relevant Approving GAA Unit for review and a subsequent stop / go decision will then be made.

Preferred Supplier Note: If you are in a position whereby a live stream would be permitted but you do not have the resources or experience to execute such an operation, Croke Park can advise you on recommended streaming suppliers around the country. For more information on this, or any other query that you may have in relation to streaming, please email Niamh McCoy, GAA Media Rights Manager, [nmccoy@crokepark.ie](mailto:nmccoy@crokepark.ie)

### Step 3:

If the Approving GAA Unit is satisfied with the pilot recording, they will then issue a 'Local License Agreement' (enclosed) to the Requesting GAA Unit for signing. The parties who must sign this agreement are:

- the 'Licensee' (the camera / production team)
- the Requesting GAA Unit (it is acknowledged that the 'Licensee' and 'Requesting unit' may in fact be the same party. If so, this should be noted in the Local License Agreement).
- the Approving GAA Unit

The Approving GAA Unit must be in receipt of the signed Local License Agreement in advance of match day. It is important that the match stream achieves the same quality levels as the previous pilot recording.

A 'GAA Streaming Protocol Checklist' must also be adhered to by the Requesting GAA Unit and can be viewed from Page 4 of this document.

### Step 4:

The match is now ready to be streamed. This should only happen on an official GAA website (i.e. official club / County board / Provincial council site) or, in specific cases, a pre-agreed social platform such as Facebook or YouTube. The Requesting GAA Unit must check with the Approving GAA Unit that the site they intend using is agreed with before proceeding.

After the match concludes, a digital file of the recording may be requested by the Approving GAA Unit and should be sent within 24 hours of the final whistle. This protocol is important in protecting the GAA archive for future generations and ensuring footage is retained and owned by the GAA.

**Please note, if a unit is found streaming without prior approval it will not be granted rights for future games or, at the very least, until after a review has been undertaken by the relevant Approving GAA Unit.**

**Furthermore, financial penalties may be imposed on infringing parties and will be managed at the discretion of the Ard Stiúrthóir's office in Croke Park. This is owing to the seriousness of the many variables at play during a stream such as insurance liability, child protection guidelines and national broadcast contracts.**

**THE GAELIC ATHLETIC ASSOCIATION**

- Local Streaming Licence Agreement -

PARTIES	
<b>Approving GAA Unit</b>	(delete as applicable) : <b>[GAA Commercial Department]</b> , whose principal address is Croke Park Stadium, Jones' Road, Dublin 3] <b>[Province] GAA</b> , whose principal address is [ address ] <b>[County] GAA County Board</b> , whose principal address is [ address ]
<b>Requesting GAA Unit</b>	(delete as applicable) : <b>[Province] GAA</b> , whose principal address is [ address ] <b>[County] GAA County Board</b> , whose principal address is [ address ] <b>[Club] GAA</b> , whose principal address is [ address ]
<b>Licensee (Match stream production partner, who may in fact be the 'Requesting GAA Unit' on some occasions)</b>	Company Name: ..... Contact Name: ..... Email: ..... Telephone: .....

DATE	
<b>Date of Match</b>	

SPECIFIC TERMS	
<b>Licence</b>	The GAA grants the Requesting GAA Unit / Licensee (as applicable) a non-exclusive licence to exercise the Access Rights and the Media Rights (as those terms are defined in the attached Terms and Conditions) in respect of the Match in the Territory for the Term in accordance with these Specific Terms and the Terms and Conditions attached.  [Note: Typically, each Licence Agreement should only reference a single match at a time. However, in the case of a predefined start – end competition point, such as local club Championships, a single License Agreement stating the entirety of the competition is fine].
<b>Match / Date</b>	Means [ Insert match description and date details here ]. For the avoidance of doubt and excluding temporary Covid-19 related dispensations, the Match cannot conflict with the GAA's national media rights partner agreements and transmission times.  In any event, each streamed Match must be pre-agreed in writing by the relevant Approving GAA Unit. It should be noted that inter-county matches of any grade are typically not permitted for streaming.

<b>Streaming Website / Channel / Platform</b>	Means (delete as applicable): [the official GAA provincial website, www.....] [the official GAA county website, www.....] [the official GAA club website, www.....] [an alternative broadcast platform (e.g. social media) accessed via, .....]
<b>Media Rights</b>	Means the right to make the full live and on-demand match audio-visual stream, including commentary, available on; [ insert website / Alternative platform ] via the Permitted Distribution System in the Territory during the Transmission Window.  Match highlights or clips are not permitted for uploading to social media or digital web platforms unless otherwise authorized by the GAA Commercial Department in Croke Park.  <b>For the avoidance of doubt this Agreement does not cover the reproduction and distribution of DVDs or videos of the Matches, which would require a separate agreement from the GAA Licensing Department in Croke Park.</b>
<b>Term</b>	A period of thirty (30) days from the completion of the Match.
<b>Territory</b>	means [the jurisdiction of the official website or alternative platform];
This Agreement is comprised of these Specific Terms and the Terms and Conditions (which may be revised and updated at any time). In the event of any conflict between these Specific Terms and the Terms and Conditions, then these Specific Terms shall prevail.	
<p style="text-align: center;"><b><u><a href="#">GAA Streaming Protocol Checklist:</a></u></b></p> <p><b>1. Production and presentation:</b></p> <p>[Camera quantities]</p> <p>For streamed games at senior inter-county grade a minimum two-camera setup is required.</p> <p>For streamed games at all other grades a single camera setup is acceptable but additional cameras are recommended to enhance the viewing proposition, if feasible.</p>	

#### [Camera resolution]

The minimum camera resolution standard for any live stream is -

- 1280 x 720p, 60fps at 720p

The recommended\* camera resolution standard for any live stream is -

- Full HD 1920 x 1080p, 30fps at 1080p

\* As technology continues to advance at a rapid pace, it is assumed that camera quality standards will be enhanced and embraced by Requesting GAA Units.

#### [Internet / Connectivity]

Host venue internet connectivity (broadband / wi-fi) should be investigated thoroughly by the Requesting GAA Unit in advance of any live match streaming. Consideration should be given to the minimum viable broadband speed required to service an online audience versus what the host venue can actually facilitate (i.e. the actual broadband speed within the host venue). A site visit is therefore suggested in advance of match day and no assumptions about the venue's connectivity resources should be made until thorough investigation on the matter is carried out.

For more information and further guidance on this -

- Contact your existing internet service provider (e.g. eir, Virgin, Vodafone...)
- Contact National Broadband Ireland ([www.nbi.ie](http://www.nbi.ie))
- Visit <https://broadbandspeedtest.ie/> or [www.speedtest.net](http://www.speedtest.net)

#### [Commentary]

The experience of the lead match commentator should be considered by the Requesting GAA Unit in advance of any live match stream. A demo link to a previous commentary may act to verify his / her capabilities. In instances where co-commentators or analysts are used, discretion and judgement should be applied by the Requesting GAA Unit.

#### [Preferred Supplier]

If you are in a position whereby a live stream would be permitted but you do not have the resources or experience to execute such an operation, Croke Park can advise you on recommended streaming suppliers around the country. For more information on this, or any other query that you may have in relation to streaming, please email Niamh McCoy, Media Rights Manager ([nmccoy@crokepark.ie](mailto:nmccoy@crokepark.ie)).

2. **Insurance Cover:** The 'Requesting Unit / Licensee' (as applicable) accepts the responsibility of ensuring acceptable Public Liability, Employer Liability and Libel insurance cover is in place before streaming any match. This cover should be in line with industry standards, befitting of a live sports broadcast operation and presented in hard copy format to the match event controller prior to the commencement of the match, if requested.
3. **Vetting and child protection:** The 'Requesting Unit / Licensee' (as applicable) of this agreement accepts the responsibility of ensuring acceptable vetting and child protection guidelines, particularly in relation to the recording of minors, has been followed. It is advisable to contact the GAA Child Welfare & Protection Department in Croke Park should further guidance on this matter be required.

4. **Health & Safety:** Relevant Health & Safety checks relating to any streaming operation should be carried out by the host County's Facilities & Safety Officer as part of their overall event plan.
5. **Treatment of VAT:** Due to the commercial nature of streaming, Requesting GAA Units must ensure that the 'Licensee' is fully tax compliant. For more information on this visit [www.revenue.ie](http://www.revenue.ie) or contact the GAA Finance Department in Croke Park. Particular attention should be paid to VAT thresholds.
6. **Commercial (pricing), Sponsorship & Branding:** If a match is being streamed behind a paywall, the per match charge will be at the discretion of the Requesting GAA Unit. However, in the interest of encouraging people to attend matches in person first and foremost, but with an appreciation for extenuating circumstances whereby physical attendance is not possible (e.g. those in hospital, nursing homes or other care-giving locations, those who are overseas or are simply unable to attend the game due to other commitments), GAA Management recommend adherence to a set of guiding principles when deciding on the match stream price.

These principles are to ensure a fair value exchange for our subscribing members, as well as an acknowledgement to those who would like to attend the game but unfortunately cannot.

- The recommended minimum per game charge is £8 / €10.
- The recommended maximum per game charge is £17 / €20.
- Requesting GAA Units should consider how they can facilitate local hospitals, nursing homes and other care-giving locations with complimentary match passes.
- Requesting GAA Units might also consider pricing their streamed games based on a percentage of the physical match ticket price, as a means to encourage venue attendance which is ultimately the Association's primary objective (e.g. Match stream price = 80/90% of the physical match ticket price).

This guide is to ensure consistency and fairness across all GAA streaming platforms for members and fans. Bundled pricing and season passes are also recommended where possible.

As a point of note, Requesting GAA Units are advised to monitor situations whereby a live match stream is being provided in a group setting such as in a commercial premises. This has been the case in recent seasons and should be handled by the Requesting GAA Unit as they see fit. A 'cease and desist' legal letter can be supplied by the GAA Commercial & Marketing Department in Croke Park to the Requesting GAA Unit upon request.

Finally, requesting GAA Units should familiarize themselves with 'Sponsorship & Marketing' obligations (Section 3.0 in the License Agreement 'Terms & Conditions') and GAA brand assets and guidelines via [www.brand.gaa.ie](http://www.brand.gaa.ie)

7. **Clarification regarding internal team analysis filming:** Please note, this agreement relates to the streaming of matches to a public audience and is separate to the recording done for internal team purposes (e.g. training and analysis purposes). Therefore, team video analysts / statisticians should continue to gain approval from the normal sources for their purposes.

SIGNED FOR AND ON BEHALF OF THE <u>GAA APPROVING UNIT</u>	
Signature	
Print name	
Title	
Date	

SIGNED FOR AND ON BEHALF OF THE <u>GAA REQUESTING UNIT</u>	
Signature	
Print name	
Title	
Date	

SIGNED FOR AND ON BEHALF OF THE <u>LICENSEE</u> (only applicable if different to 'Requesting GAA Unit')	
Signature	
Print name	
Title	
Date	



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## LOCAL STREAMING LICENCE AGREEMENT

### **- TERMS AND CONDITIONS -**

#### **1. Definitions**

a) **“Access Rights”** means the right, subject always to the discretion and direction of the GAA, for up to three accredited (authorized and identifiable) people to enter the Venues for the sole purpose of making Recordings, and to bring into the Venues such equipment as is reasonably necessary. Additional accreditation, if required, is to be agreed with the local event controller.

b) **“Website / Channel / Platform”** shall have the meaning given to the term in the Specific terms.

c) **“GAA”** means the relevant ‘approving’ entity identified on the first page of the Specific Terms.

d) **“GAA Trademarks”** means any and all of the registered and unregistered trademarks which the GAA makes available to the Licensee pursuant to this Agreement.

e) **“Specific Terms”** means the Specific Terms between the GAA and the Licensee to which these Terms and Conditions are attached.

f) **“Match”** means the match set out in the Specific Terms.

g) **“Media Rights”** shall have the meaning given to the terms in the Specific Terms.

h) **“Permitted Distribution System”** means a system whereby a Recording (or any part of it) where applicable:

(i) in relation to the Website / Channel / Platform that is made available to the public;  
(ii) on an *on-demand basis such that, in response to an individual viewer's order, the Recording is transmitted electronically from a video server via the internet to that viewer without a permanent (“permanent” being longer than 7 days) copy of the Recording being made, for viewing by that individual at a time selected by that individual; and/or*

*(iii in relation to a Community Channel (where relevant) transmitting pursuant to a Community Content Contract awarded by the Broadcasting Authority of Ireland or its predecessor under S.39 of the Broadcasting Act 2001.*

i) **“Recording”** means the audiovisual recording of the Match made by or under the authority of the Requesting Unit / Licensee (as applicable), including, for the avoidance of doubt, any commentary, interviews, analysis, graphics, etc.

j) **“Term”** shall have the meaning given to the term in the Specific Terms.



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k) **“Territory”** shall have the meaning given to the term in the Specific Terms.

l) **“Transmission Window”** means (a) any time for matches below County final stage (including transmitting the Match live), and (b) any time from County final stage and beyond (including transmitting the Match live) save that the Match cannot be shown live if it is at the same time as any other GAA match being shown on broadcast television by one of the GAA’s national broadcast partners in the Territory;

m) **“Venue(s)”** means any venue or ground where a Match takes place.

n) Any other capitalized term shall bear the meaning given to it in the Specific Terms.

o) Headings are for ease of reference only and not to be taken into account in construing this Agreement.

p) References to the parties, the schedules, clauses, sub-clauses and paragraphs, are (unless the contrary appears) respectively to the parties, the schedules to, and the clauses, sub-clauses and paragraphs of this Agreement.

q) **“Website / Channel / Platform”** shall have the meaning given to the term in the Specific Terms.

## **2. Licence Rights**

a) The GAA grants the Requesting Unit / Licensee (as applicable) a non-exclusive licence in the Territory for the Term of:

(i) the Media Rights;

(ii) the Access Rights;

(iii) the right to copy, reproduce and communicate to the public (but not to adapt or alter) the GAA Trademarks for the purpose of promoting and exercising the Media Rights only.

b) All rights not granted expressly by the GAA to Licensee in this Agreement are reserved to the GAA to exercise itself or by any third party at its sole discretion.

c) The Licensee shall not exercise the Media Rights in any way that competes with, or derogates from, the rights granted to the GAA’s major broadcast or sponsor partners. In the event that the GAA considers that Licensee’s exercise of the Media Rights interferes with, or derogates from, the GAA’s licence of rights to its media or sponsor partners, the GAA may (in its sole discretion and at any time) immediately terminate this Agreement by notice to Licensee.

d) For the avoidance of doubt this Agreement does not cover the exploitation of DVDs or videos of the Match, for which Licensee will require a separate licence from the GAA.

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e) Save as set out above, the Licensee will not claim any right, title or interest in any of the GAA Trade Marks or recorded match footage.

### **3. Sponsorship and Marketing**

a) The GAA Commercial & Marketing Department in Croke Park reserves the right to integrate national GAA and sponsor partner branding into live match streams where appropriate (this may take the form of a number of pre-agreed stings, adverts or verbal mentions on air prior to throw-in, at half-time and post-match). The Licensee and requesting GAA unit acknowledges that it is not entitled to any revenues in respect of any such sponsorship. The Requesting Unit / Licensee (as applicable) must also ensure that the correct competition title will be referenced during the live stream, where appropriate.

b) Any local sponsorship, advertising or subscription revenue gained by the Requesting GAA Unit / Licensee's streaming of the Match must be pre-approved in writing by the Approving GAA Unit. In any event, the Licensee and Requesting GAA Unit will not allow competitors of any existing national GAA sponsor partner to sponsor the Licensee's transmission of the stream, or indeed any brand that may have a negative impact upon the image of the GAA. The Licensee will not include any adverts for any competitor brand in this regard before, during or after any transmission of any Recording.

c) Any revenues received by the Licensee or Requesting GAA Unit arising from local sponsorship, subscriptions or advertising around the Licensee's streaming of the Match shall be retained and split between them as agreed by them, unless an alternative revenue model is agreed upon by the Requesting and Approving GAA Units. In the event of a revenue share model, outstanding sums should be payable quarterly within a calendar year. Within ten working days of the end of each quarter (31 March, 30 June, 30 September, 31 December) the Licensee or Requesting GAA unit (to be agreed in advance between these two parties) will send the GAA (for the attention of the relevant County Board/Croke Park Commercial Department) a report setting out monies received along with payment of the applicable sums. The GAA shall have the right to audit the Licensee and Requesting GAA Units' books of account not more than once in each calendar year.

d) The streaming transmitted by the Licensee shall not contain any "virtual advertising", enhancements or labelling or on-screen commercial graphics whether in the form of sponsorship, sponsor's messages, product placement, signs or logos, or commercial credits in any way that intrudes or affects the clear and unencumbered view of a Match or any signage featured at a Venue. Moreover, any on-screen graphics and commercial branding must be pre-approved by the Approving GAA unit. Any commercial arrangements linked to a match stream must comply with the GAA Official Guide and not infringe on any existing GAA national sponsorship arrangements.

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#### **4. Copyright**

a) The Requesting GAA Unit / Licensee hereby irrevocably assigns to the GAA with full title guarantee the entire unencumbered legal and beneficial ownership of the entire copyright (including, where applicable, by way of present assignment of future copyright) in all Recordings of the Match throughout the world in all media whether now known or hereafter invented for the full period of copyright and any and all renewals, revivals, extensions or reversions thereof and thereafter, in so far as possible, in perpetuity.

b) The Licensee will obtain and pay for all necessary rights, consents and licences in respect of any material included within any Recording (including an absolute and unconditional waiver of any moral or similar rights) so as to enable the Licensee, the GAA or its licensees to exploit the Recordings (and all copies, adaptations and versions of the Recordings) by any means throughout the world in all media whether now known or hereafter invented in perpetuity without the need to make an acknowledgement or any further payment to any third party. The Licensee grants and assigns the benefit of all such consents and licenses to the GAA.

c) The Licensee will include an appropriate copyright notice in each transmission of each Recording in the form *"Match footage © Gaelic Athletic Association [year]"*.

#### **5. Licensee Obligations**

a) In respect of each of the Recordings made by the Licensee, or by a third party on the Licensee's behalf, the Licensee may be asked, within 24 hours of the Match being made available on the Website / Channel / Platform, to upload a full copy of the Recording of such Match to the GAA's FTP site (or social media verification system) as shall be confirmed by the GAA to the Licensee and / or such other web address as the GAA may request. The Licensee shall also, at the GAA's request, provide a physical copy of the Recordings to the approving GAA at the Licensee's cost.

b) The Licensee will pay, in respect of any music incorporated into the Recordings, any MCPS, PPI and IMRO collecting societies' fees or similar dues arising from its exercise of the Media Rights.

c) If the Territory is limited in any way in the Specific Terms, Licensee shall ensure that its exploitation of the Media Rights pursuant to this Agreement (and those of any of Licensee's licensees or assignees, if permitted) shall be directed towards and limited to users whose internet protocol addresses are located in the Territory and by using protocols where such transmission is close circuited and accessible only within the Territory during the Term. Any advertising, promotion or marketing of such transmissions must only be directed towards users in the Territory and Licensee shall not place online advertisements or promotions aimed at users outside the Territory. In order to ensure the territorial restrictions set out in this clause, Licensee shall utilize up to date geo-targeting or geo-blocking technology with a minimum blocking guarantee of 99.9% in respect of Licensee's exercise of the Rights.

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d) The Licensee covenants with the GAA that it will, at the reasonable request of the GAA and at the GAA's expense, do all such further acts, deeds and things and execute all such further deeds, documents and instruments from time to time necessary to vest the rights in the Recordings in the GAA.

e) The Requesting GAA Unit / Licensee (as applicable) will ensure that it, and any person exercising the Access Rights on its behalf, have been vetted by the appropriate vetting authorities (i.e. An Garda Síochána, AccessNI, or the Criminal Records Bureau or such other recognized authorities in the jurisdiction in which Licensee resides) within the past 18 months of making each Recording, and that the outcome of these vetting checks are shared with the GAA's authorized vetting officer before exercising the Access Rights. (Should it not be possible for Licensee or any person working on its behalf to access the relevant vetting or background checks the GAA will assist on request.)

#### **6. Licensee Warranties**

a) The Requesting GAA Unit / Licensee warrants and undertakes to the GAA that:

- (i) it has full right title and authority to enter into this Agreement and that it will exercise its rights in accordance with the terms of this Agreement;
- (ii) it shall exercise its rights with all reasonable skill, care and diligence, and it will ensure that all production personnel comply with all health and safety regulations in force from time to time;
- (iii) it shall ensure that there is effected and maintained with reputable insurance underwriters or companies (a) third party public liability indemnity insurance cover, (b) an errors and omissions policy, c) in respect of any employees, employers' liability cover in respect of any production personnel involved with the Recording. Each such insurance policy shall be for a sum approved by the GAA set out as additional insured or as an indemnified party;
- (iv) it will not include any material within or around any transmission of the Match, or use any part of the Recording, in a manner which brings the GAA into disrepute or which is defamatory of any individual or body, save that nothing shall prevent or restrict fair reporting or comment on the same as provided by law;
- (v) it will ensure that its transmission of each Match complies with any and all broadcast regulations and/or guidelines relating to the content and transmission of audiovisual content applicable in the Territory;
- (vi) it shall not use any clips or sequences from the Recording;
- (vii) it has had an opportunity to take legal advice and the Licensee's representative signing the Specific Terms on behalf of the Licensee fully understands and accepts the terms of this Agreement prior to entering into it.

c) The Requesting GAA Unit / Licensee (as applicable) will indemnify and keep the GAA, its officers and employees fully indemnified against all liability, claims, actions and

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proceedings, damages and loss suffered or incurred by the GAA, its officers and employees or paid by them in consequence or arising out of any breach or non-performance of all or any of the undertakings, obligations, warranties and representations on Licensee's part contained in this Agreement.

## **7. GAA Warranties**

The GAA warrants and represents to Licensee that:

- (i) it has full right title and authority to enter into this Agreement;
- (ii) it will perform the GAA's obligations under this Agreement in accordance with the terms of this Agreement.

## **8. Confidentiality**

The parties agree to keep the terms of this Agreement confidential and will only disclose the terms to their legal and professional advisors in the course of ordinary business (and only if such advisors agree to keep such information confidential) or pursuant to an order of court.

## **9. Assignment or Licence**

a) This agreement is personal to the Licensee and the Licensee shall not assign, transfer, charge, create any encumbrance over or otherwise deal with all or any of its rights or obligations under this Agreement.

b) The Licensee shall not sub-license any rights in the Recordings (including the Media Rights) without the GAA's prior written approval. In the event the GAA does grant such written approval, Licensee shall ensure that any third party sub-licensee is subject to the same restrictions and obligations as apply to Licensee in this Agreement.

## **10. Notices**

a) Notices by either party:

- (i) must be in writing addressed to the receiving party at the address set out in this Agreement or such other address as the receiving party may from time to time notify the other for the purposes of this clause; and
- (ii) shall be sent by first-class pre-paid post or hand delivered to such address, with a copy by email.

b) Each such notice shall be deemed to have been effectively served:

- (i) on the day of receipt, where any hand delivered letter is received on a business day before or during normal working hours;
- (ii) on the following day business day, where any hand-delivered letter is received either on a business day after normal working hours or on any other day;
- (iii) on the second business day following the day of posting to an address of any prepaid letter; and
- (iv) on receipt by the sender from the other party of confirmation of receipt.

## **11. Termination**

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a) Either party shall be entitled, by written notice to other party (the “**Defaulting Party**”), to terminate this Agreement without prejudice to its other rights and remedies under this Agreement or under statute or common law, if the Defaulting Party acts in Material Breach of this Agreement and fails to cure such breach within 14 days of written notice.

b) A “**Material Breach**” shall be a breach (including an anticipatory breach) which is not minimal or trivial in its consequences to the terminating party. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

c) Either party shall have the right to terminate this Agreement upon the giving of written notice to the other, without prejudice to any rights or remedies of that party under this Agreement or under statute or common law, if the other party suffers the making of an administration order or has a receiver (including an administrative receiver) or manager appointed over the whole or part of its assets or if any order is made or resolution passed for its winding up (except for the purposes of amalgamation or reconstruction) or if it enters into any composition or arrangement with its creditors or calls a meeting of its creditors with intent to enter into such an arrangement or composition or if it ceases to carry on business.

d) Upon the termination or expiry of this Agreement the licence of Media Rights shall automatically terminate with the exception that such termination shall not prejudice or affect the rights of either party against the other arising out of any breach of this Agreement.

## **12. Severability of Provisions**

If any term or provision of this Agreement shall be held by a court of competent jurisdiction to be illegal or unenforceable in whole or in part under any enactment or rule of law such term or provision or part shall to that extent be deemed not to form part of this Agreement but the other parts of this Agreement shall remain in full force and effect and the parties shall endeavour to agree such amendment as will (to the extent possible) give full effect to their intentions as expressed in this Agreement.

## **13. Remedies**

If the GAA is in breach of any of its obligations under this Agreement or under statute law or common law, Licensee agrees that its sole remedy will be restricted to an action for damages.

## **14. Force Majeure**

In the event that either party to this Agreement is unable to perform its obligations as a result of any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic, pandemic or other natural physical disaster, failure or shortage of power supplies, war, military operations, riot, crowd disorder, terrorist action, or civil commotion (a “**Force Majeure Event**”) it shall promptly notify the other of the matter and provide the other with its best estimate of

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the likely extent and duration of the Force Majeure Event. The party prevented from performing its obligations under this Agreement by such a Force Majeure Event shall be excused performance of such obligations from that date of such notice for so long as the Force Majeure Event shall continue provided that such party shall, throughout the duration of the Force Majeure Event, take reasonable steps to mitigate the effects of the Force Majeure Event. Where Licensee is the non-defaulting party then the GAA and Licensee will discuss in good faith a reduction in Licensee's payments to the extent there is a material and adverse effect upon the value of its rights or ability fully to exercise the same arising as a consequence of the Force Majeure Event.

#### **15. Entire Agreement**

- a) This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not writing, between parties in relation to the subject matter of this Agreement.
- b) Each of the parties acknowledges and agrees that it has not entered into this Agreement in reliance on any statement or representation of any person (whether a party to this Agreement or not) other than as expressly incorporated in this Agreement.
- c) This Agreement shall not be deemed to create any partnership, joint venture, employment or agency relationship between any of the parties.

#### **16. Governing Law and Jurisdiction**

This Agreement is made under the laws of the Republic of Ireland and the parties submit to the non-exclusive jurisdiction of the Republic of Ireland.

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## **Appendix 1: Competitions covered by existing national GAA Broadcast Agreements**

The below list represents competitions that already have national broadcast agreements in place and are therefore not permitted for streaming by a third party, unless special dispensation has been granted by the relevant Approving GAA unit (in situations of doubt, Croke Park should be contacted).

Where applicable, the below list also includes Provincial Championship & All-Ireland Qualifier and All-Ireland series fixtures.

- GAA Football All-Ireland Senior Championships (Tier 1 & Tier 2)
  - GAA Hurling All-Ireland Senior Championships (Tier 1-5)
  - Allianz GAA Football & Hurling Leagues
  - Televised GAA Football & Hurling County Club Championships (all grades)
  - GAA Football & Hurling Provincial Club Championships (all grades)
  - GAA Football & Hurling All-Ireland Club Championships (all grades)
  - Eirgrid GAA Football U20 Championship (Provincial & All-Ireland series)
  - Bord Gáis Energy GAA Hurling U20 Championship (Provincial & All-Ireland series)
  - Electric Ireland GAA Minor Championships (Provincial & All-Ireland series)
  - Masita Post Primary School Championships
  - Electric Ireland Higher Education Championships & Leagues
  - International Rules Series
  - Inter Provincial Football & Hurling Championships
  - John West Féile na nÓg & Féile na nGael
  - Inter-county provincial competitions (e.g. Mc Kenna Cup, Walsh Cup)
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