

Potvrdenie mediálnych práv členom EBU

Svetová plavecká organizácia 2024-2026

potvrdenie mediálnych práv členom EBU vydané 24. októbra 2024

Poskytovateľ licencie:	EBU THE EUROPEAN BROADCASTING UNION L'Ancienne-Route 17A 1218 Le Grand-Saconnex, Geneva Switzerland V zastúpení: Frédéric Sanz, vedúci oddelenia letných športov a cyklistiky
Nadobúdateľ licencie:	Slovenská Televízia a Rozhlas Mlynská dolina 845 45 Bratislava Slovensko Štatutár: Mgr. Igor Slanina, zástupca generálneho riaditeľa
Podujatia:	MS v plávaní 2024 a 2026 MS v plaveckých športoch 2024 a 2025 SP v plávaní 2024, 2025, 2026 SP vo vodnom póle 2025 a 2026
Územie:	Slovenská republika
Obdobie:	Od 1.1.2024 do 31.1.2027
Práva:	(i) exkluzívne vysielacie práva, (ii) neexkluzívne rozhlasové práva, (iii) neexkluzívne archivačné práva na účely propagácie podujatí a (iv) nevýhradné práva na verejné premietanie
Vysielacie povinnosti:	STVR sa zaväzuje odvysielať minimálne: MS v plaveckých športoch 2024,2025 – 10 hodín z každého podujatia na TV a 10 hodín prostredníctvom digitálnej služby MS v plávaní 2024,2026 – 10 hodín z každého podujatia na TV a 10 hodín prostredníctvom digitálnej služby SP v plávaní 2024, 2025, 2026 – 7 hodín z každého podujatia na TV a 7 hodín prostredníctvom digitálnej služby

	SP vo vodnom póle 2025,2026 – 10 hodín z každého podujatia na TV a 10 hodín prostredníctvom digitálnej služby
Jazyk:	Slovenský
Sublicencovanie:	Po písomnom súhlase EBU
Licenčný poplatok:	65 000€ Splátky a splatnosť: 30 dní po doručení potvrdenia – 29 250€ 30.5.2025 - 19 500€ 30.9.2025 - 6 500€ 30.9.2026 - 9 750€
Technické náklady:	Nie sú zahrnuté v cene licencie Podľa aktuálneho cenníka Eurovision Services
Ustanovenie o zákonnej povinnosti zverejnenia zmluvy:	Časť Miscellaneous

IDEC:

MS v plaveckých športoch – licencia 2024	624-2310-0561-0000
MS v plaveckých športoch – licencia 2025	625-2310-0561-0000
MS v plaveckých športoch – licencia 2026	626-2310-0561-0000
MS v plávaní – licencia 2024	624-2310-0516-0000
SP v plávaní – licencia 2024	624-2310-0654-0000
SP v plávaní – licencia 2025	625-2310-0654-0000
SP v plávaní – licencia 2026	626-2310-0654-0000
Vodné pólo – Svetový pohár – licencia 2025	625-2310-0660-0000
Vodné pólo – Svetový pohár – licencia 2026	626-2310-0660-0000

Vytvoril: E. Luknišová, 20.8.2024

EBU Member Confirmation of Media Rights

World Aquatics 2024-2026

This EBU Member Confirmation of Media Rights is made on 24 October 2024

(the “**Rights Confirmation**”)

THE EUROPEAN BROADCASTING UNION

L'Ancienne-Route 17A
1218 Le Grand-Saconnex, Geneva
Switzerland
(the “**EBU**”)

Slovak Television and Radio

Mlynska Dolina
Bratislava 845 45
Slovakia
(the “**Licensee**”)

Hereinafter collectively referred to as the “**Parties**” or individually as the “**Party**”.

WHEREAS:

- A.** World Aquatics (“**AQUA**”), whose principal place of activity is at Chemin de Bellevue 24a/24b, 1005 Lausanne, Switzerland, is the sole and exclusive world governing body of the Sport of Aquatics which incorporates the aquatic sports of swimming, open water swimming, diving, artistic swimming, water polo, high diving and masters swimming, and any other aquatic sport that may be governed by World Aquatics from time to time and owns all the rights in respect of the World Aquatics Events 2024-26, including the televisual, digital and other audio-visual rights.
- B.** On 01.07.2024 Act No. 157/2024 Coll. on Slovak Television and Radio and on Amendments to Certain Acts entered into force, which abolished Radio and Television of Slovakia on the effective date and, pursuant to Section 30(1), its legal successor became Slovak Television and Radio, which assumed all of its rights and obligations.
- C.** The EBU has been granted the Media Rights by AQUA by means of a binding written agreement, attached hereto as Schedule 1 (the “**Media Rights Agreement**”) in respect of the Events which have been acquired by EBU by means of a joint acquisition on behalf of certain EBU Members, including the Licensee.
- D.** This Rights Confirmation, together with the Media Rights Agreement, which shall form an integral part of the Rights Confirmation, sets out the terms and conditions upon which the Media Rights shall be granted by EBU to Licensee to broadcast the Events in the Territory during the Term in the Language.
- E.** The Summary of Essential Commercial Terms sets out the commercial terms upon which EBU grants the Media Rights to Licensee and in case of any limitations to or deviations from the Media Rights Agreement set out therein, the Summary of Essential

Terms shall be relevant and prevail.

- F.** Upon request of Licensee, Licensor provides Licensee with a Rights Confirmation before finalization and signature of the Media Rights Agreement. Licensee acknowledges and agrees that some Essential Commercial Terms may be modified at a later stage during the contract negotiations between AQUA and Licensor. After signature of the Media Rights Agreement, Licensor will provide Licensee with an updated Rights Confirmation.
- G.** By acknowledging receipt of this Rights Confirmation (email by an authorized signatory from Licensee to be sufficient), Licensee acknowledges and agrees to the terms and conditions set out in this Rights Confirmation.

All capitalised expressions used in this Rights Confirmation shall have their respective meanings defined herein or in the Media Rights Agreement unless the context expressly requires otherwise.

SUMMARY OF ESSENTIAL COMMERCIAL TERMS

1. EVENT(S)		Event
	2024	World Aquatics Championships
		Swimming World Championships
		Swimming World Cup
	2025	World Aquatics Championships
		Swimming World Cup
		Water Polo World Cup
	2026	Swimming World Championships
		Swimming World Cup
Water Polo World Cup		
The Events are individually called an “Event”		
2. MEDIA RIGHTS	<p>Subject to the provisions of this Rights Confirmation, the Reserved Rights referred to in Clause 10 below and all applicable laws, EBU hereby grants to Licensee the Media Rights (referred to in the Media Rights Agreement as “Designated Rights”) for exploitation on a free-to-air basis in accordance with clause 3 of the Media Rights Agreement.</p> <p><u>Domestic Rights:</u> If any World Cup Event takes place in the Territory, the rights associated with such Event are excluded from the scope of this Rights Confirmation.</p>	
3. TERM	The Media Rights are exercisable by Licensee from 1 January 2024 until 31 January 2027 inclusively (the “ Term ”).	
4. TERRITORY	<p>Slovakia</p> <p>Licensee undertakes to secure by state-of-the art technical means (including access control, geo-blocking, DRM solutions etc.) that its transmissions/broadcasts of the Events cannot be received outside of</p>	

	the Territory. Notwithstanding the foregoing, in the relationship between the Licensee and other EBU Members, the EBU Rules on Sharing of Transmission under Eurovision Sport Agreements as set out in the EBU Sports Rights Acquisition Rules and Procedures apply.																								
5. LANGUAGE	The official language(s) of the Territory.																								
6. MINIMUM BROADCAST GUARANTEES	<p>Licensee shall guarantee at least the following minimum broadcast commitments of the Events (numbers indicated are hours per season or Event as applicable):</p> <table border="1"> <thead> <tr> <th>Events</th> <th>TV</th> <th>Digital</th> </tr> </thead> <tbody> <tr> <td>World Aquatics Championships 2024, 2025</td> <td>10</td> <td>10</td> </tr> <tr> <td>AQUA Swimming Championships (25m) 2024, 2026</td> <td>10</td> <td>10</td> </tr> <tr> <td>AQUA Swimming World Cup 2024, 2025, 2026</td> <td>7</td> <td>7</td> </tr> <tr> <td>AQUA Water Polo World Cup 2025, 2026</td> <td>10</td> <td>10</td> </tr> </tbody> </table>	Events	TV	Digital	World Aquatics Championships 2024, 2025	10	10	AQUA Swimming Championships (25m) 2024, 2026	10	10	AQUA Swimming World Cup 2024, 2025, 2026	7	7	AQUA Water Polo World Cup 2025, 2026	10	10									
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7. SUBLICENSING	Subject to EBU's prior written approval, Licensee shall be entitled to sublicense the Media Rights.																								
8. LICENCE FEE / PAYMENT SCHEDULE	<p>8.1 In consideration of the grant by EBU of the Media Rights to Licensee, Licensee shall pay to EBU the net sum of sixty-five thousand Euros - 65,000 EUR (the "License Fee").</p> <p>The Licence Fee shall be payable in accordance with the Payment Schedule set out in Clause 8.2 below, excluding taxes, fees and/or other bank charges.</p> <p>8.2 The License Fee shall be payable as follows:</p> <table border="1"> <thead> <tr> <th>Instalment</th> <th>Due date</th> <th>Fee Percentage</th> <th>Fee (EUR)</th> </tr> </thead> <tbody> <tr> <td>Instalment 1</td> <td>30 days after receipt of this Rights Confirmation</td> <td>45%</td> <td>29,250</td> </tr> <tr> <td>Instalment 2</td> <td>30.05.2025</td> <td>30%</td> <td>19,500</td> </tr> <tr> <td>Instalment 3</td> <td>30.09.2025</td> <td>10%</td> <td>6,500</td> </tr> <tr> <td>Instalment 4</td> <td>30.09.2026</td> <td>15%</td> <td>9,750</td> </tr> <tr> <td></td> <td>TOTAL</td> <td>100%</td> <td>65,000</td> </tr> </tbody> </table> <p>subject to receipt by Licensee of the corresponding invoice from EBU at least thirty (30) days before the Due Date.</p>	Instalment	Due date	Fee Percentage	Fee (EUR)	Instalment 1	30 days after receipt of this Rights Confirmation	45%	29,250	Instalment 2	30.05.2025	30%	19,500	Instalment 3	30.09.2025	10%	6,500	Instalment 4	30.09.2026	15%	9,750		TOTAL	100%	65,000
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9. SIGNAL DELIVERY AND TECHNICAL FEE	Licensee's access to the International Signal is subject to payment of the Technical Fee according to the applicable rate card.																								

<p>10. RESERVED RIGHTS</p>	<p>Without prejudice to the Media Rights granted under this Rights Confirmation, Licensee acknowledges and agrees the following reserved rights for AQUA and the EBU:</p> <p>(a) AQUA reserved rights</p> <p>Licensee acknowledges and agrees that AQUA shall be entitled to the reserved rights as defined in clause 3.7 and 3.8 of the Media Rights Agreement.</p> <p>(b) EBU reserved rights</p> <p>Licensee further acknowledges and agrees that EBU shall be entitled to retain:</p> <ul style="list-style-type: none"> - Pay TV rights for exploitation on a regional or territory-by-territory basis; - Pan-European rights for exploitation on a free and/or pay basis; - Non-exclusive digital (live & VoD) rights for all Events for exploitation on the EBU digital platform. For the avoidance of doubt, the EBU digital platform is not intended to compete with Licensee's coverage of the Events but it aims at guaranteeing blanket coverage of the Events throughout the Territory. Furthermore, the exploitation of rights on the EBU digital platform will not entail additional costs for Licensee; and - Non-exclusive clip rights for exploitation on a pan-European, regional or territory-by-territory basis.
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Miscellaneous

1. Neither Party nor any of its employees shall divulge to any third party (other than affiliated companies or in the case of EBU, to its affiliates and AQUA or their agent or financial or legal advisers) any of the terms of this Rights Confirmation without the express written permission of the other, save as may be necessary in order to comply with any legal or regulatory requirements. This Clause shall survive the expiry or termination of this Rights Confirmation.
2. The parties expressly acknowledge that all acts relating to the subject matter of this contract that were performed prior to the effective date of this contract shall be deemed to be acts within the meaning of this contract
3. Applicable Laws and Regulations, Dispute Resolution

The Media Rights have been acquired by EBU by means of a joint acquisition in the framework of Eurovision, and the Statutes of the EBU, the EBU Code of Finance and the EBU Sports Rights Acquisition Rules and Procedure fully apply to the grant of Media Rights by EBU to Licensee under this Rights Confirmation.

Licensor acknowledges and agrees that, in compliance with §47 a) of the Act No.40/1964 Collection Civil Code of the Slovak Republic as amended by §5 a) of the Act No. 211/2000 Coll. on free access to information and on amendments and supplement to certain acts (Freedom of Information Act), STVR will publish a redacted

copy of this Agreement, the redaction to be approved in writing by Licensor, via Central Register of Contracts of the Government Office of Slovak Republic. Such publication by STVR shall not be a breach of this provision.

The parties expressly acknowledge that all acts relating to the subject matter of this contract which have been performed prior to the effective date of this contract shall be deemed to have been performed within the meaning of this contract.

The interpretation, construction and effect of this Rights Confirmation shall be governed in all respects by the laws of Switzerland. Where a claim or dispute arising out of or in connection with this Rights Confirmation, including any question regarding its existence, validity or termination, is not settled by negotiation, the EBU Sport Presidency shall be entitled to suggest an appropriate remedy or sanction, unless a conflict of interests exists, in which case the concerned party / member of the EBU Sport Presidency must recuse himself/herself.

If the mediation procedure described above does not resolve the dispute, either Party may proceed with arbitration by written notice to the other Party. In the event that a Party proceeds with arbitration, any claim or dispute arising out of or in connection with this Rights Confirmation, including disputes on its conclusion, binding effect, amendment and termination, shall be resolved, to the exclusion of the ordinary courts in accordance with the Rules of Arbitration for the time being in force of the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. A three-person arbitral tribunal shall be appointed, one (1) arbitrator to be appointed by each party and the third by the appointed arbitrators in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. The decision of the arbitral tribunal shall be final and binding on the Parties. Each Party bears its own costs.

**ON BEHALF OF THE EUROPEAN
BROADCASTING UNION**



Name: Frédéric Sanz

Title: Head of Summer Sports & Cycling

Date: 

SCHEDULE 1
Media Rights Agreement