

## **WORLD ROWING**

### **Policy Document for filming at World Rowing Events (2012 version)**

#### **1. Introduction**

This document presents the policies and defines the restrictions that apply to the filming of any moving images by any means and for any purpose, during any World Rowing Event.

As many broadcast rights agreements are already in place for many of FISA's World Rowing Events and there are strict obligations placed on FISA by its broadcast partners, a policy is required. This Policy must be complied with at and in connection with televised World Rowing Events.

#### **2. WORLD ROWING: moving images rights and ownership**

FISA is the owner of all televised and moving image rights for all World Rowing Events. These include the World Rowing Cup series, the World Rowing Championships and the European Rowing Championships.

All regattas comprising World Rowing Events are covered or affected by Broadcast Rights agreements concluded by FISA, and the benefits (financial and coverage) that FISA derives from these, along with the corresponding obligations to protect the exclusivity (period, media platform, territory, etc) granted to its contract partners must be protected and enforced.

Any failure by FISA to comply with its obligations to its Broadcast Partners could place FISA in contract(s) breach and jeopardise a valuable source of income.

In Europe, FISA currently holds a four year agreement (2008 – 2012) with the European Broadcasting Union (EBU). This agreement is currently being renewed for 2013 – 2016. The EBU represents all of the main national broadcasters within the European territory (including the pan-European Channel, Eurosport). In addition, outside of Europe, FISA has concluded several international broadcast deals for countries or territories (e.g., Brazil, USA, Canada, Korea, New Zealand and Australia).

Without exception, all of these agreements contain strict exclusivity provisions to ensure that the rights-holder is the sole broadcaster of the World Rowing Events in its own territory, for a specific period of time. And these usually apply to any form of broadcast or narrowcast, whether the moving images are to be shown on terrestrial or satellite TV, on the Internet, or via any other media/New Media platform or device.

Further, these agreements protect all aspects and components of World Rowing Events, including training, racing, medal ceremonies, interviews, features and any other filming at the Event venue which includes the boat park area, pontoons and the race course. Therefore, any third party organisation, including (without limitation) all national rowing federations, researchers, websites and representatives of other moving-image media, etc, that wish to produce any coverage of their own at or from the Event venue, must be fully aware of the restrictions and strict approval procedures which will apply before they can be authorised by FISA to gain access to the Event venue with any filming equipment.

#### **3. Required procedure if a non-rights holding organisation wishes to film at a World Rowing Event**

For the purpose of clarification, a rights-holder is an organisation that has been granted by FISA or the EBU (within Europe), exclusive or non-exclusive broadcast rights to a World Rowing Event.

For any non-rights holding organisation wishing to bring any moving video cameras to a World Rowing Event, or appoint a video production company to do so on its behalf, the following procedures must be fully-complied with:

- i) The organisation must write to FISA at least 30 days prior to the relevant Event, to request permission to bring the equipment to the Event venue. If an event Organising Committee receives a request for moving camera accreditation, it must forward that request to FISA.

In this request, it must

- a. explain its reasons and objectives for requesting the production of moving video images;
  - b. identify where, when (and for what term) and how the resulting images would be used (region, country, territory, channel, website, etc.), and
  - c. agree unconditionally to not bring or authorise any other party to bring moving video cameras to a World Rowing Event venue until or unless FISA has prior-approved the request in writing.
- ii) Before any such request can be considered, FISA is contractually-obliged (by its broadcast partners) to check if there is already a broadcast /Internet media rights-holder of the World Rowing moving images for the requested medium in the requested country/territory.
    - a. If there is no current rights-holder in that territory, and no negotiation is then taking place, it is likely that FISA would (conditionally) approve the request.
    - b. If there is a current rights-holder in that territory, or a negotiation is currently taking place, then FISA is obliged to contact that rights-holder (or potential rights holder) and request their written approval of the organisation's request.

FISA will relay the decision (together with any applicable terms and conditions) to the requesting party, which shall be binding on that organisation.

In the case that approval is given to a request, the approved crew will need to obtain its media accreditation upon arrival at the venue and BEFORE any filming can take place. A "bib" and/or accreditation card must be worn at all times that the film crew is on the venue and the video camera(s) must be registered with FISA.

It is important to note that some restrictions may apply and these will have to be complied with. Therefore, please be aware that approval for any of the following "types" of moving footage may or may not be granted:

- Racing footage, including any shots at the start or after the finish of any race which is covered by the Broadcast Agreement(s)
- Training, in the boat park area and other non-racing footage

- Medal ceremonies
- Interviews with rowers within any part of the area which comprises the Event venue which includes the boat park area, pontoons and the race course.
- Interviews in the victory ceremony area (pontoon, mixed zone, etc)
- Other generic shots of the regatta

Please also be aware that failure to comply with these rules could result in any or all of the following measures being taken against the offending party:

- Retrieval by FISA of Event accreditation
- Confiscation of any filming equipment until the end of the Event
- Ban on future accreditation to any televised World Rowing Event

#### **4. Summary**

The intention of this Policy is to create a clear understanding of the importance of broadcast rights contracts to the international coverage of our World Rowing Events.

FISA's consistent goal is to increase media coverage and thus the level interest in rowing both for FISA and all National Federations. However, existing (and sometimes very complicated) rights-holder agreements absolutely must be protected to ensure that our TV coverage and related rights revenue is not jeopardised.

We thank you for your understanding.

Please address any questions and/or requests to:

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