

**SA RUGBY SUPER 14
FRANCHISE PARTICIPATION AGREEMENT**

entered into by and between

S A RUGBY

and

**THE FRANCHISE
("as specified Schedule 1")**

28 November 2005

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MEMORANDUM OF AGREEMENT

1. PARTIES

The Parties to this Agreement are:

1.1 **SA RUGBY** and;

1.2 **THE FRANCHISE** (as specified in **Schedule 1**);

2. DEFINITIONS

In this Agreement, unless inconsistent with or otherwise indicated by the context:

2.1 **“Adscroll”** means a rotating signage on the eastern perimeter at ground level currently at the following stadia:

2.1.1 Ellis Park, Johannesburg.

2.1.2 Loftus, Tswane.

2.1.3 ABSA Stadium, Durban

2.1.4 Newlands, Cape Town

2.1.5 Vodacom Park, Bloemfontein.

2.2 **“Archive Rights”** means the right to distribute, transmit and broadcast audio, moving audio visual and moving visual images of any rugby match at any time after 7 (seven) days following the end of the Match, by video or DVD (or other similar or replacement technologies) including in-flight and ship at sea on a worldwide basis.

- 2.3 **“the/this Agreement”** means this document together with all annexures referred to in and attached to this document.
- 2.4 **“Board”** means the board of directors of SA RUGBY.
- 2.5 **“Broadcast Rights”** mean the venue access rights, or right to obtain a feed or recording in order to record or broadcast a rugby match for the purpose of distributing, transmitting and broadcasting in any part of the world, including but not limited to:
- a) moving audio visual images on Free to Air Television on a Live, Delayed or Highlights basis;
 - b) moving audio visual images on Pay Television on a Live, Delayed or Highlights basis;
 - c) audio, moving visual images and moving audio visual images on Internet on a Live, Delayed or Highlights basis;
 - d) audio, moving visual images and moving audio visual images on Mobile on a Live, Delayed or Highlights basis;
 - e) Radio on a Live, Delayed or Highlights basis;
 - f) Archive Rights;
 - g) theatrical rights; and
 - h) Data Rights,
- 2.6 **“Business Day”** means any day other than a Saturday, Sunday or a public holiday in South Africa.
- 2.7 **“CEO”** means the Chief Executive Officer as appointed by the Franchise.
- 2.8 **“Central Organizer”** means SANZAR.
- 2.9 **“Coach”** means the head coach of the Team contracted by the Franchise.

- 2.10 **“Commencement Date”** means 1 January 2006, notwithstanding the date of signature of this agreement.
- 2.11 **“Competition”** means the Super 14 Competition conducted under the auspices of SANZAR involving Participating Teams from South Africa, Australia and New Zealand.
- 2.12 **“Competition Sponsor”** means SA RUGBY’s main Competition sponsor in title, currently being Vodacom in South Africa.
- 2.13 **“Competition Associate Sponsors”** mean the 5 (five) sponsorship agreements concluded between SA RUGBY and the sponsors in the business categories as per **Schedule III**, clause 6.1, where the detailed Competition Associate Sponsorship Rights are provided as per **Schedule VI**.
- 2.14 **“Competition Logo”** means the official logo for the Competition in South Africa, known as the Competition Logo, as set out in **Schedule IV**.
- 2.15 **“Competition Managers Manual”** means the official Managers Manual provided annually for the governance of the Competition.
- 2.16 **“Data Rights”** means the right to research, create, collate and provide data, other information and statistics in relation to the Competition including the right to appoint an official data generator to do so.
- 2.17 **“Delayed”** means a transmission of a recording of a rugby match in full and without editing as if it were a Live transmission

except that such transmission commences at least 1 (one) hour after kick-off of the particular rugby match.

2.18 **“Dispute Resolution Committee”** means a committee consisting of the chairman of the Rugby Committee of SA Rugby and two members of the Board, of which at least one shall be an independent member in terms of clause 12.10.1.5.3 (d) of the SA RUGBY Constitution.

2.19 **“Domestic”** means within South Africa.

2.20 **“Drafted Players”** means a Player drafted into a Squad in terms of clause 10.1.4.

2.21 **“Excess Baggage”** means any personal baggage or effects of a member of the Team in excess of individual baggage limits allowed by the air carrier for the Outward and Homeward Journeys or Local Journeys.

2.22 **“Franchise”** means the XXXXXXXX (Pty) Ltd and which shall comprise of a Senior Partner and Junior Partners as per **Schedule 1, paragraph 2.**

2.23 **“Franchise Intellectual Property”** means all or any of the following pertaining to the Competition:

2.23.1 trade marks of which the Franchise is the proprietor as per **Schedule XIII** (to be provided by the Franchise within fourteen (14) days after date hereof);

2.23.2 trade names being the names under which the Franchise conducts its activities as per **Schedule XIII**;

2.23.3 copyright held by the Franchise in any written material, plans, designs or other work;

2.23.4 goodwill existing in the future in relation to the use of Franchise trade marks;

2.23.5 the logos, any mascot and/or any other designs or marks now registered or used in relation to the Franchise including the team logos and emblems and which are owned by the Franchise.

2.24 **“Free to Air Television”** means a television service that is intended for reception by the general public for which no fee may be charged.

2.25 **“Highlights”** means the distribution, transmission or broadcasting of an edited recording of a rugby match in the Competition, where that edited recording is less than the full rugby match.

2.26 **“Home Matches”** means Matches played by the Team at the Venue.

2.27 **“IRB Regulation 11”** means the IRB Regulation relating to advertising within the playing enclosure specifically pertaining to Team Kit and schedule thereto as per **Schedule XV**.

2.28 **“Internet”** means the Internet (being the world wide network of TCP/IP-based networks) to be accessed by end-users using any means (whether fixed, mobile, wireless or other technologies devised during the Term), but excluding video and DVD and any other similar or replacement technology.

2.29 **“Homeward Journey”** means the air passage between an airport in the jurisdiction of any Participating Team of New Zealand or Australia and an airport in the jurisdiction of the Franchise by route or routes selected by SANZAR.

- 2.30 **“Host Team”** means the Team hosting a particular Match.
- 2.31 **“Injury”** means physical disability arising during the duration of the Competition.
- 2.32 **“IRB”** means the International Rugby Board.
- 2.33 **“Implementation Agreement”** means an agreement between SARU, New Zealand Rugby Union and the Australian Rugby Union governing the establishment, relationship and operation of SANZAR.
- 2.34 **“Domestic Travel and Accommodation”** means air, coach, rail and / or other modes of transport and accommodation within South Africa.
- 2.35 **“James Gilbert”** means JAMES GILBERT SA (PTY) LTD, a private limited company with registration 1998/001962/07, duly incorporated in accordance with the Company Laws of the Republic of South Africa, with registration office at 1st floor, Byron Place, 320 Schubart Street, Pretoria, 0002.
- 2.36 **“Junior Partner”** means those Provinces within the Franchise which are not liable for the primary business risk associated with the Franchise. For the avoidance of doubt the Senior Partner will be responsible for the financial surety of the Franchise and in turn must establish an agreed business arrangement with its Junior Partners to meet the objectives of the Franchise.
- 2.37 **“Live”** means "real time", that is, simultaneous distribution, transmission or broadcast of a rugby match as it is being played without any time shifting or other delay in the distribution, transmission or broadcast.

- 2.38 **“Local Journeys”** means internal air, coach, rail and / or other modes of Domestic Travel.
- 2.39 **“Long Haul Tour”** mean Matches to be played by the Franchise in New Zealand and Australia.
- 2.40 **“Main Venue”** means the venue of the Senior Partner of the Franchise.
- 2.41 **“Management Committee”** means the chairman of the Rugby Committee, the Managing Director, the National Coach, the Coaches and the CEO’s of the Franchises and the Regional Tournament Director of SA RUGBY as per **Schedule XI**.
- 2.42 **“Manager”** means the Manager of the Team.
- 2.43 **“Managing Director”** means the Managing Director of SA RUGBY (PTY) LTD.
- 2.44 **“Match”** means a match to be played by the Team as part of the Competition, which includes pre-season warm-up matches and matches played by the Team not participating in the Competition due to relegation in a given year as approved by SA RUGBY.
- 2.45 **“Mobile”** means mobile telephony services using radio frequency spectrum by means of any wireless mobile telecommunications technology now known or developed during the Rights Term, including, without limitation, Enhanced Data GSM Environment (EDGE), Universal Mobile Telecommunications System (UMTS), 1-MODE, Tetra, TDMA, Global System for Mobile Communications (GSM), Personal Communications Networks (PCN), Code Division Multiple Access (CDMA), CDMA 2000, and 2G, 2.5G, 3G, 4G and 5G

technologies, but excluding: Internet (such as, without limitation, access to Internet content utilising a mobile telephony device by means of standards or specifications such as Wireless Application Protocol (WAP) and; mobile messaging services such as Short Message Service (SMS) and any other mobile telephony services which do not transmit, distribute or broadcast audio or moving visual or moving audio visual images of a rugby match.

- 2.46 **“Pay Television”** means a television service for which a fee is charged and includes pay-per-view television for which a fee is charged for the Competition or a charge by way of a per channel fee or a premium.
- 2.47 **“Perimeter Board”** means a static advertising board, typically 1 (one) meter in height and 5 (five) meters in length.
- 2.48 **“National Coach”** means the coach of the senior national representative rugby team, known as the “Springboks”.
- 2.49 **“National Selection Committee”** means the National Coach and two additional members appointed in accordance with clause 14.2.4.1 of the Constitution of SA RUGBY.
- 2.50 **“National Teams”** means
- 2.50.1 the National Team known as “the Springboks”;
 - 2.50.2 the South African “A” side;
 - 2.50.3 the South African Under Twenty One Team; and
 - 2.50.4 the South African Sevens Team.
- 2.51 **“News”** means News Corporation Limited, a company incorporated in accordance with the Laws of South Australia.

- 2.52 **“News Agreement”** means the SANZAR Broadcasting Agreement for the Australian, New Zealand and United Kingdom territories granting exclusive broadcasting access rights to all the Venues as per **Schedule 1**, paragraph 3 for the Competition or such other venues as agreed to for the period 1 January 2006 to 31 December 2010.
- 2.53 **“Outward Journey”** means the air passage between an airport in the jurisdiction of the Franchise and an airport in the jurisdiction of any Participating Team of New Zealand or Australia by route or routes selected by SANZAR.
- 2.54 **“Other Broadcasting Agreements”** means those agreements concluded by SANZAR with other broadcasters for the Broadcast Rights and use of the Archive Rights similar to the News Agreement and Supersport Agreement for those territories not included in the above mentioned agreements.
- 2.55 **“Official Match Schedule”** means the match schedule as agreed to by the SANZAR board.
- 2.56 **“Participating Teams”** means any 14 (fourteen) of the 15 (fifteen) Teams as defined in **Schedule II** participating in the Competition in any one season.
- 2.57 **“Partner”** means any Province which has any form of financial interest in the Franchise in accordance with the business arrangement between the provinces comprising the Franchise.
- 2.58 **“Player/s”** means a playing member of the Squad representing a Franchise in the Competition.
- 2.59 **“Playing Kit”** means the actual and / or alternate playing jersey, shorts and socks used during matches.

- 2.60 **“Province”** means one of the 14 (fourteen) members of SARU as per clause 7.1.1 of the SARU Constitution.
- 2.61 **“Radio”** means audio transmissions using electromagnetic waves of radio frequency spectrum allocated or assigned for radio transmissions.
- 2.62 **“Regional Tournament Director”** means the person appointed by SA RUGBY to manage and coordinate SA RUGBY’s operational interests within SANZAR with regards to the Competition.
- 2.63 **“Rules”** mean the Rules of the Competition as provided annually within the Competition Managers Manual.
- 2.64 **“Rugby Committee”** means a sub-committee appointed by SARU to deal with professional and amateur aspects of the game of rugby.
- 2.65 **“SA Participating Team”** means any 5 (five) of the following South African Franchise Teams participating in the Competition in a particular year.
- 2.65.1 BLUE BULLS
 - 2.65.2 LIONS
 - 2.65.3 SHARKS
 - 2.65.4 VODACOM CHEETAHS
 - 2.65.5 VODACOM STORMERS
 - 2.65.6 SOUTHERN SPEARS
- 2.66 **“SAA”** means South African Airways (Proprietary) Limited, registration number 1997/022444/07;

2.67 “**SANZAR**” means an unincorporated joint venture between SARU, SA RUGBY, New Zealand Rugby Football Union Inc and the Australian Rugby Union Ltd.

2.68 “**SANZAR Supplier Contracts**” means the commercial agreements SANZAR has concluded with regards to third parties providing products and services to SANZAR for the Competition, where such agreements are with;

2.68.1 James Gilbert for the provision of rugby balls and technical equipment;

2.68.2 Southern Sun for the provision of hotel accommodation;
and

2.68.3 South African Airways for the provision of Airline travel.

SANZAR reserves the right to conclude additional supplier contracts.

2.69 “**SARU**” means the South African Rugby Union being a voluntary association not for gain, or its successor in title, with its office at the Fifth Floor, the Sports Science Institute of South Africa Building, Boundary Road, Newlands.

2.70 “**SA RUGBY**” means SA RUGBY (Pty) Limited, a private limited company with registration number 2000/026786/07, duly incorporated in accordance with the company laws of the Republic of South Africa, with its registered office at 5th Floor, The Sport Science Institute of South Africa Building, Boundary Road, Newlands.

2.71 “**SA RUGBY Intellectual Property**” means all or any of the following pertaining to the Competition:

2.71.1 trade marks of which SA RUGBY is the proprietor as per **Schedule XIV** (to be provided by SA Rugby within 14 days after date hereof);

2.71.2 trade names being the names under which SA RUGBY conducts its activities as per **Schedule XIV**;

2.71.3 copyright held by SA RUGBY in any written material, plans, designs or other work; and

2.71.4 goodwill existing in the future in relation to the use of SA RUGBY trade marks;

2.71.5 the logos, any mascot and/or any other designs or marks now registered or used in relation to the Competition including the team logos and emblems and which are owned by SA RUGBY.

2.72 **“Secondary Venue”** means a venue at the stadium of a Junior Partner of the Franchise, if any.

2.73 **“Senior Partner”** means those Provinces within the Franchise which are liable for the primary business risk associated with the Franchise. For the avoidance of doubt the Senior Partner will be responsible for the financial surety of the Franchise and in turn must establish an agreed business arrangement with its Junior Partners to meet the objectives of the Franchise.

2.74 **“Short Haul Tour”** mean matches to be played by a SA Participating Teams in South Africa.

2.75 **“Southern Sun”** means the SOUTHERN SUN HOTEL INTERESTS (PTY) LIMITED, registration number 69/01365/07, a Company duly incorporated in accordance with the Company Laws of the Republic of South Africa, with registered office at Twin Towers West, 7th Floor, Sandton City, Gauteng.

- 2.76 **“Springbok Contracted Players”** means a Player with a written standard Springbok players contract with SA RUGBY.
- 2.77 **“Super Sport Agreement”** means the agreement between SA RUGBY and Super Sport for SA RUGBY’s Broadcast Rights for the territory, Africa and associated islands for the 5 year period commencing 1 January 2006.
- 2.78 **“Super Sport”** means SUPERSPORT INTERNATIONAL (PTY) LTD, with registration number xxxx, a Company duly incorporated in accordance with the Company Laws of the Republic of South Africa, with registered office at xxxx, Pinegowrie, 2123 South Africa (“Licensee” which expression shall include successors, and permitted assignees)
- 2.79 **“Support Team”** means the manager, the assistant coach(es), the conditioning coach, the doctor, the physiotherapist, the technical analyst, the baggage master of the Team and any other person appointed by the Franchise in conjunction with SA RUGBY.
- 2.80 **“Squad”** means the 30 (thirty) Players nominated by the Management Committee from which the Team shall be selected.
- 2.81 **“Team”** means the Team representing any of the six Franchises in South Africa.
- 2.82 **“Team Kit”** means each Team’s Playing Kit, non-playing apparel and kit and any uniform to be worn on any official occasion associated with the Competition by the members of the Squad, Coach and / or Support Team.
- 2.83 **“Team Sponsor”** means the primary sponsor secured by the Franchise for the Team, excluding the Team Kit manufacturer,

where amongst other rights the sponsor will have dominant branding rights on the Team Kit as per Regulation 11 of the IRB.

- 2.84 **“The Trophy”** means the Competition Cup.
- 2.85 **“Termination Date”** means 31 May 2010.
- 2.86 **“Venue”** means the ground/stadium at which the Franchise will play its Home Matches and use as its main location for training, as determined by the Franchise, and as specified in **Schedule I**, paragraph 3.
- 2.87 **“Visiting Team”** means the team, other than the Host Team participating in the relevant Match.
- 2.88 **“Vodacom”** means Vodacom (Pty) Ltd, a company duly registered and incorporated in accordance with the Company Laws of South Africa with its registered head office at 082 Boulevard, Vorna Valley, Midrand, the sponsor of the South African Competition.
- 2.89 **“Wedge”** means a stationery triangular object used for advertising and positioned on the perimeter of the playing field, approximately 5 (five) meters in length and 0.7 metres in height.

3. INTERPRETATION

- 3.1 Words denoting the singular shall include the plural and vice versa.
- 3.2 Words denoting any one gender shall include the other gender.

- 3.3 Any reference to natural persons shall include legal and artificial persons and vice versa.
- 3.4 The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 3.5 References to clauses and schedules are reference to clauses and schedules of this Agreement, and references to paragraphs are references to paragraphs of a schedule.
- 3.6 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 3.7 This Agreement shall be governed by and interpreted in accordance with the Laws of the Republic of South Africa.

4. INTRODUCTION

- 4.1 The SANZAR Implementation Agreement, to which SA RUGBY is a partner, has the following objectives related to the Competition, to:
- 4.1.1 sell the Broadcasting Rights and the Archive Rights to the Competition to maximize broadcasting revenues from the Competitions for the benefit of the members of SANZAR;
 - 4.1.2 provide support and exposure for the key sponsors and commercial partners of SANZAR;
 - 4.1.3 organize commercially viable rugby matches and Competitions which are exciting for fans, participants, sponsors and broadcasters;

- 4.1.4 sell certain title and support sponsorships for the Competitions;
 - 4.1.5 exploit certain merchandising rights relating to the Competitions;
 - 4.1.6 jointly organize and conduct the Competition; and
 - 4.1.7 ensure that the Competition is the premier international provincial rugby competition;
 - 4.1.8 promote and maintain the prestige and reputation of the Competition;
 - 4.1.9 promote and maintain the revenue earning potential and the commercial success of the Competition, SA RUGBY and the Franchise;
 - 4.1.10 promote and maintain the appeal of the Competition to all commercial sponsors and the media.
- 4.2 SANZAR is party to an agreement with News Corporation Limited (“News”) (the “News Agreement”), Super Sport (“Super Sport Agreement”) and Other Broadcasting Agreements in terms whereof SANZAR has sold certain broadcasting rights to these Parties for the duration of these agreements.
- 4.3 SA RUGBY in terms of the Implementation Agreement has undertaken that it shall ensure that its respective Franchise shall enter into this Agreement, whereby the provisions of this Agreement shall bind the respective Franchises.
- 4.4 SA RUGBY has the exclusive prerogative to determine the nature, conditions and extent of all competitions in which professional rugby players shall participate on a professional level, including the Competition, and in accordance with the provisions of the bylaws and Regulations Relating to the Game of the IRB, Constitution and Regulations of SARU and SA RUGBY, and the Implementation Agreement and / or decisions of SANZAR adopted from time to time.

- 4.5 SA RUGBY has decided on a promotion and relegation process whereby in 2006 the five (5) SA Participating Teams, excluding the Southern Spears, shall participate in the Competition. At the end of 2006 the lowest ranking SA Participating Team as per the official SANZAR log shall automatically be relegated and replaced by the Southern Spears team for the 2007 season. The Southern Spears team will be entrenched in the Competition for the 2007 and 2008 seasons.
- 4.6 At the end of the 2007 Competition, the lowest ranking SA Participating Team, other than the Southern Spears team, as per the official SANZAR log shall automatically be relegated and replaced for the 2008 Competition by the SA Participating Team which did not participate in the Competition in 2007.
- 4.7 At the end of the 2008 Competition, the lowest ranking SA Participating Team as per the official SANZAR log shall automatically be relegated and replaced for the 2009 Competition by the SA Participating Team which did not participate in the Competition in 2008.
- 4.8 At the end of 2009 the lowest ranking SA Participating Team as per the official SANZAR log shall automatically be relegated and replaced for the 2010 Competition by the Team which did not participate in the Competition in 2009.
- 4.9 Should there be two or more lowest ranking SA Participating Teams with equal log points, the applicable regulations pertaining to equal points as contained in the Competition managers manual shall be applied in order to determine which SA Participating Team shall be relegated.

- 4.10 The terms and conditions of this Agreement remain effective irrespective whether a Team does not participate in any given year in the Competition during the term of the Agreement. A Franchise therefore not participating in the Competition in any one year cannot conclude any agreements in that year which would preclude the Franchise from delivering on the terms and conditions of this Agreement in the subsequent years.
- 4.11 The parties have agreed to revise the franchise system on or before 31 December 2009, which will come into affect after the termination of this Agreement.
- 4.12 SA RUGBY desires to enter into this Agreement with the Franchise in order to govern the participation of the Franchises in the Competition in accordance with this Agreement.
- 4.13 The Franchise desires to enter into this Agreement in order to participate as a Team in the Competition.

5. DURATION

- 5.1 This Agreement shall commence on the Commencement Date and shall terminate on the Termination Date.

6. PARTICIPATION IN COMPETITION

- 6.1 The Franchise shall participate in the Competition as a SA Participating Team in accordance with this Agreement.
- 6.2 The Franchise shall comply with all the obligations, as set out in this Agreement and as may vary from time to time as decided by SA RUGBY and / or SANZAR.

- 6.3 Any variation to the Implementation Agreement shall have effect as if such variation was a variation to this Agreement pursuant to clause 4.2 once notified to the Franchise by SA RUGBY and / or SANZAR.
- 6.4 Pre-season warm-up matches shall as far as possible be played by the SA Participating Teams against the Teams of the Franchises not participating in the Competition of that particular year and at the Venue of such non-participating Franchise.
- 6.5 The Franchise shall comply with the Rules of the Competition and as amended from time to time.
- 6.6 The Franchise shall provide to SA RUGBY on an annual basis a full business plan, including but not limited to the Franchise's management structure, financial budget, envisaged Squads, and the relationship amongst the Partners in the Franchise on or before an agreed date, which shall be subject to clause 4.3 and meet with the written approval of SA RUGBY.
- 6.7 Each Franchise shall establish a SARU accredited academy on or before 31 December 2006 accommodating at least 20 players.

7. ROLE OF SANZAR

- 7.1 The Franchise recognises and acknowledges the role of SANZAR as the Central Organiser to administer, organise and monitor the Competition. The Central Organiser shall have the sole responsibility for:
- 7.1.1 the arrangement of travel and accommodation for the Participating Teams in the Competition.
- 7.1.2 The conduct of the Competition as set out in the Rules and Official Match Schedule.

8. MANAGEMENT COMMITTEE

- 8.1 The parties shall establish a Management Committee and its terms of reference shall be as set out in **Schedule XI**.

9. APPOINTMENT OF COACH AND SUPPORT TEAM

- 9.1 The Franchise, in conjunction with SA RUGBY, will appoint the Coach and Support Team of the Teams.

10. TEAM SELECTION AND MANAGEMENT

10.1 Selection of Squads

- 10.1.1 The Management Committee shall annually identify a list between a minimum of 210 (two hundred and ten) and a maximum of 245 (two hundred and forty-five) players for consideration for inclusion in the squad. The Franchise will submit a list of players identified for this purpose to the Management Committee by 31 October of the preceding year.
- 10.1.2 The Management Committee shall select the Squads.
- 10.1.3 The Management Committee shall implement a draft system to ensure that the top 150 (one hundred and fifty) Players in South Africa participate in the Competition in each season in accordance with SANZAR's obligations within the respective broadcast agreements.
- 10.1.4 The Management Committee, subject to clause 10.1.5, has the right to draft a maximum of 8 (eight) Players into a Squad in anyone year.
- 10.1.5 A minimum of 8 (eight) Players of colour must form part of the final Squad.

- 10.1.6 Remuneration, reasonable travel and accommodation costs of Players drafted by the Management Committee into any Squad shall be for SA Rugby's account.
- 10.1.7 In any one year of the Competition, SA RUGBY will pay the Franchise R 23 500.00 (twenty-three thousand five hundred rands) per month per drafted player for remuneration for the period January to May, or a pro rata thereof if the player is not in the Squad for the full, and reimburse the Franchise for any reasonable travel and accommodation cost incurred by the Franchise in connection with a drafted Player for the abovementioned period.
- 10.1.8 Should any two or more Franchises agree to the drafting of a Player then the CEO's of these Franchises shall agree as to the applicable costs to be paid between the Franchises, provided that the combined monthly remuneration as per 10.1.7 shall not be less than R 23 500.00 (twenty-three thousand five hundred) per month per Player.
- 10.1.9 The Franchise shall be responsible for all costs for those players used before and during the season in preparation whether or not those Players are selected for the final Squad, subject to 10.1.7 and 10.1.8 above.
- 10.1.10 The Franchise Team not participating in the Competition in any one-year agrees to a maximum of 8 (eight) of its Springbok Contracted Players being drafted to another Franchise participating in the Competition for that season, where such drafting shall be subject to the Player's consent.
- 10.1.11 The Franchise obtaining the services of such a drafted Springbok Contracted Player as per clause 10.1.10 will reimburse the non-participating Franchise for the Player's full remuneration, and bear all other costs associated with that Player's Services for the period

January to May of that particular year, or a pro rata share thereof if the Player's Services are acquired for a lesser period.

10.1.12 After SANZAR has officially been notified of the names of the members of the Squads, any Player nominated as a member of a Squad for the Competition in any particular year may not play in the Competition for any other Participating Team during that year.

10.1.13 The Franchise may contract and / or select a maximum of 2 (two) foreign Players in their Squad in any one year, subject to the prior written approval of SA RUGBY.

10.1.14 The Franchise must supply to SA RUGBY pen portraits and photographs of the Squad, Coach and Support Team in a format determined by SA RUGBY on or before a date to be determined by SA RUGBY.

10.1.15 The Management Committee shall submit the final Squad of 30 (thirty) players to SANZAR on a date as determined by SANZAR.

10.2 Announcement of Team

10.2.1 SA RUGBY shall announce the Squad not later than 3 (three) weeks prior to the start of the Competition.

10.3 Match Scheduling

10.3.1 The Franchise shall have the Team play on the afternoon or evening of any day in accordance with the Official Match Schedule, which will be issued by not later than 30 December of the preceding year by SANZAR to the Franchise.

10.3.2 SANZAR has provisionally created a 5-year Competition draw, which will be subject to changes at SANZAR's

discretion by not later than 31 December of the preceding year.

10.3.3 The Franchise Team that is promoted for any one year to replace the relegated Franchise Team will adopt the Official Match Schedule, which would have been applicable to the relegated Franchise. For the avoidance of doubt SANZAR is not obliged to consider prior match schedules involving the promoted Franchise Team in order to determine the Official Match Schedule.

11. PLAYER MEDICAL MANAGEMENT

11.1 Medical and Scientific Management of Players contracted to SA RUGBY.

11.1.1 The Franchise shall advise SA RUGBY's Medical Department at least monthly on the condition of the Players contracted to SA RUGBY, based on SA RUGBY's information, which information shall be kept confidential.

11.1.2 Injuries to all Players shall immediately be reported to SA RUGBY. The medical team of the Franchise shall inform SA RUGBY's Medical Department on the nature of these injuries and the prescribed recovery management and treatment of these Players.

11.2 Doping Control

11.2.1 All Players in the Competition shall be subject to the doping control policy of SANZAR.

12. TEAM PLAYING KIT

12.1 The Franchises shall provide Team Kit to the Squad, Coach and Support Team.

- 12.2 Each Franchise shall have available one alternative Playing Kit. Where there will be or is likely to be a similarity between the Playing Kit of both Teams in any Match, the Visiting Team shall ensure that its Team plays in its alternative kit.
- 12.3 The Competition Logo shall be supplied by SA RUGBY and shall be placed at the Franchise's expense on the left hand upper sleeve of the playing jersey and alternate jersey. The marks of the sponsors and manufacturers displayed on the Playing Kit shall be in compliance with the IRB Regulation 11 as per **Schedule XV**. The Franchise shall ensure that the Competition Logo will at all times form part of the jersey and that the Players will in no manner whatsoever obscure or tamper with the Competition Logo.
- 12.4 In order to secure written approval of their Playing Kit from SA RUGBY, the Franchise must supply SA Rugby with a sample of the actual and the alternate Playing Kit displaying specifications of all branding and marks in accordance with Regulation 11 of the IRB, at least 150 (one hundred and fifty) days prior to the start of the Competition in any one year or at a later date to be agreed upon.
- 12.5 Should the Playing Kit not comply with Regulation 11 of the IRB the Franchise shall, on notification by SA RUGBY and or / SANZAR make the necessary alterations to the Playing Kit with immediate effect at the Franchise's expense.
- 12.6 Franchises shall ensure that Players wear IRB approved protective gear displaying the IRB mark of approval.

- 12.7 SANZAR and / or SA RUGBY shall, subject to clause 12.6, determine the manufacturers branding exposure on its Players protective gear.
- 12.8 No commercial marks shall be permitted on protective gear other than the manufacturers mark and subject to 12.7 above.

13. COMMERCIAL AND FINANCIAL

13.1 Franchise Participation Fee

13.1.1 Each Franchise with a Team participating in the Competition in any one year shall pay to SA RUGBY a Franchise fee for that year of an amount between a minimum of R500 000,00 (five hundreds thousand rand) and a maximum of R1 million (one million rand), depending on the number of Junior Partners as per **Schedule 1** paragraph 2. Those Franchises with no Junior Partners will pay to SA RUGBY R1 million (one million rands). Where the Franchise consists of a Senior Partner and one Junior Partner, the Franchise fee will be R750 000,00 (seven hundred and fifty thousand rand). Where the Franchise consists of a Senior Partner and two or more Junior Partners, the Franchise fee will be R500 000,00 (five hundred thousand rand).

13.1.2 It is recorded that neither the Franchise nor Provinces will receive any form of cash distribution from SA RUGBY from the Franchise fees, or any other revenues, which it earns from or in connection with the Competition.

13.1.3 Franchises Right to Secure Team and Kit Sponsors

13.1.3.1 The Franchise shall retain the right to secure both a Team Sponsor and a Team Kit Sponsor and thereby retain financial considerations received from these agreements.

13.1.3.2 The Franchise shall incur all the costs for the servicing and delivery of rights incorporated with the Team Sponsor and Team Kit Sponsor agreements in terms of 13.1.3.1, including but not limited to the cost of tickets, stadium advertising (e.g. Adscrolls, Wedges, programme advertising, etc.) and agents commissions (where applicable).

13.1.3.3 The Franchise shall obtain the written approval from SA RUGBY prior to entering into negotiations with any additional sponsorship and or supplier agreements, specifically in addition to the Team Sponsor and Team Kit sponsor.

13.1.4 SA RUGBY and SANZAR Right to Secure Sponsors

13.1.4.1 SA RUGBY has the right to secure the Competition Sponsor and the Competition Associate Sponsors in the business categories as per **Schedule VI**.

13.1.4.2 SANZAR has the right to secure the SANZAR Supplier Contracts.

13.1.4.3 The Franchise shall not enter into any agreements, which conflict with the sponsors and suppliers referred to in clause 13.1.4.1. and 13.1.4.2

13.1.4.4 It is recorded that at the time of concluding the Agreement, SANZAR is in the process of finalising 3 (three) SANZAR Supplier Contracts and the Franchise shall honour the rights and obligations of these agreements. Copies thereof shall be provided to the Franchise on signature of the agreements.

13.1.5 The Franchise's Financial Obligations

The Franchise shall be responsible for all costs associated with its Team, other than those Competition costs specifically covered by SA RUGBY and or the Central Organiser, and shall include, but not be limited to:

13.1.5.1 Remuneration of Players

The Franchise shall be responsible for remuneration of Squad members including salaries and other costs and benefits associated with fulfilling their duties in connection with the Competition.

13.1.5.2 Remuneration of Coach and Support Team:

The Franchise shall be responsible for the Coach and Support Team's total salary and other costs and benefits associated with fulfilling their duties in connection with the Competition.

13.1.5.3 Travel and Accommodation:

13.1.5.3.1 Domestic Matches (including warm-up Matches) - The Franchise shall be responsible for all costs incurred for Local Journeys and accommodation for its Team and shall fully comply with the SANZAR Supplier Contracts. SA RUGBY shall provide the Franchise with the SAA and Southern Sun rate cards prior to the start of each years Competition.

13.1.5.3.2 Non Domestic Matches (including warm-up Matches) - The Franchise shall be responsible for all costs incurred for Local Journeys and Domestic accommodation associated with the assembly of its Team up to and including the actual time and place of embarkation on the Outward Journey

and from the actual time and place of disembarkation on the Homeward Journey.

- 13.1.5.4 Insurance – Insurance against loss of Team Kit and all personal baggage and effects for the duration of the Competition and the cost thereof shall be the responsibility of the Franchise.
- 13.1.5.5 Communications - The Franchise shall be responsible for all telephone calls, faxes, internet and other communications costs, which shall be charged to the Franchise which incurs the expense. The Manager, on behalf of the member, shall settle any charges of this nature incurred by any Players, Coach and or members of the Support Team.
- 13.1.5.6 Medical and Dental -The Franchise shall be responsible for the following medical costs:
 - 13.1.5.6.1The cost of treatment for illness contracted or injury sustained by a Player or a member of the Support Team at any time for the duration of Competition.
 - 13.1.5.6.2Strappings, bandages, mouthguards and similar items and prescribed medicines and appliances.
 - 13.1.5.6.3If any Player or member of the Support Team is prevented by illness or injury from departing with the rest of the Team on the Homeward Journey, then the Central Organiser shall be liable for his travelling expenses to the place of international embarkation for the Homeward Journey and the hotel or

other expenses for his extra stay, provided that the illness or Injury which caused the delay was one for which the Central Organiser had responsibility as defined in the Competitions Managers Manual.

13.1.6 VIP Tickets: The Franchise shall incur the costs of the VIP tickets at Matches where it is the Host Team for the Competition Sponsor and Competition Associate Sponsors.

13.1.7 The Franchise shall provide SA Rugby the business arrangement between the Parties on or before 30 November in terms of equity, and / or profit sharing and / or any other arrangement.

13.1.8 SA RUGBY's Financial Obligations

SA RUGBY shall be responsible for the following costs:

13.1.8.1 Salaries and costs of drafted Players as per clause 10.1.6 and 10.1.7.

13.1.8.2 Domestic travel and accommodation costs and overseas travel/subsistence allowances incurred on behalf of or payable to delegates from the Franchise who are required to attend Competition meetings organised by SA RUGBY and or the Central Organiser.

13.1.8.3 Competition Sponsor and Competition Associate Sponsors advertising rights at the Venues relating to the Competition:

13.1.8.3.1 A-Perimeter Adscrolls: SA RUGBY shall pay the Franchise R480 000,00 (four hundred and eighty thousand rand) for the six (6) Adscrolls secured for the Competition Sponsor and the

Competition Associate Sponsors as per
Schedule VI;

13.1.8.3.2 Where the Franchise has a Senior Partner who's Venue has Adscrolls and the Junior Partner Venues do not have Adscrolls, SA RUGBY shall provide the Franchise with a A-perimeter field layout for the Venues which do not have Adscrolls, which field layout will depict the number and position of the Perimeter boards to be reserved for the Competition Sponsor and Competition Associate Sponsors. SA RUGBY shall not pay the Franchise for the Perimeter boards at Junior Partner Venues, for the avoidance of doubt SA RUGBY shall pay the Franchise for the A-perimeter branding as per clause 13.1.8.3.1 only.

13.1.8.3.3 Where the Venue of the Franchise has no Adscrolls as per **Schedule VII** (as is the current situation for the Southern Spears Franchise) then SA RUGBY will pay that Franchise for the placement of the Perimeter boards as per the Perimeter Board rate card (**Schedule XVI**) and the amount shall not be in excess of the amount paid to any other Franchise's Adscroll in that year as per clauses 13.1.8.3.1

13.1.8.3.4 A-Perimeter Wedges: SA RUGBY shall pay the Franchise R240 000,00 (two hundred and forty thousand) for sixteen (16) Wedges secured for the Competition Sponsor and the

Competition Associate Sponsors as per
Schedule VI.

13.1.8.3.5 The costs as per clause **13.1.8.3.1** and **13.1.8.3.4** shall increase at CPIX or 10% (ten) percent, whichever ever is the lower for each year of this agreement.

13.1.8.3.6 Should SA RUGBY not retain a Competition Associate Sponsor for any one year of this agreement then the Franchise agrees to use its best endeavours to sell the Adscroll, Wedges and or any other rights as per **Schedule VI** so as to cover SA RUGBY's costs.

13.1.8.3.7 SA RUGBY shall purchase Match tickets for the Competition Associated Sponsors from the Franchise at R50 (fifty rand) per ticket. The number of tickets will depend on the number of matches played at the Venues. The number of tickets will depend on the number of Matches played at the Venues.

13.1.8.3.8 Match Programmes: The Franchise shall retain the right to organise and manage the match programs subject to SA RUGBY paying the Franchise an amount of R5,000.00 (five thousand rand) exclusive of VAT for each full page full colour advert placed in the match program as per **Schedule VII**, provided that SA RUGBY shall not pay for the Powerade and Vodacom match program adverts. The Franchise shall further have the right to sell additional

advertising within the match programs provided that it is not in conflict with the Competition Sponsor and / or Competition Associate Sponsor business. Any additional adverts placed in the match program shall not bear any association whatsoever with the Competition.

13.1.9 Central Organiser Financial Obligations

The following costs shall be classed as Competition costs and shall be borne by the Central Organiser.

- 13.1.9.1 All International travel between Australia and South Africa which shall be business class, subject to availability. All other travel by air shall be economy class.
- 13.1.9.2 Hotel accommodation, provided that such shall be based on 11 (eleven) twin bedrooms and 6 (six) single bedrooms for each Team, Coach and Support Team, as defined in the Competition Managers Manual, for Short Haul tours and 13 (thirteen) double bedrooms and 8 (eight) single bedrooms for Long Haul Tours. Hotel expenses are restricted to those for bed and table d'hote breakfast, luncheon and dinner (a la carte meals not being authorised). It is specifically recorded that expenses for the serving of meals, snacks and beverages outside the normal dining area shall be for the account of the Franchise which incurs the expense.

13.1.9.3 The Central Organiser shall be responsible for the cost of transportation of the Team Kit and reasonable personal baggage for International and Local Air Journeys in accordance with the travel operators usual allowance for the class of ticket concerned. However, neither the Central Organiser nor SA RUGBY shall be responsible for charges incurred in the transportation of personal baggage in excess of the travel operator's usual allowance for the class of ticket concerned. The Franchise, through its Manager, shall discharge any Excess Baggage charges at the time they are incurred and be responsible for recovering the same from the individual Players, Coach or members of the Support Team.

13.1.9.4 The Franchise, on request from SA Rugby, shall provide accreditation to SA Rugby staff members as well as match and after match tickets, which numbers shall be finalised at least 14 (fourteen) days prior to the Match.

14. ALLOCATION OF MATCHES

14.1 As soon as reasonably practicable and in any event no later than 31st October prior to the start of the Competition each year, the Franchise shall determine the Venue's where the Matches shall be hosted, failing which SA RUGBY shall have the right to determine the Venue on behalf of the Franchise.

14.2 Should the Franchise intend to change the Venue for a particular match after the date set in 14.1 supra, it shall be done in consultation with SA RUGBY.

- 14.3 The Franchise shall secure written approval from SA RUGBY that each of its proposed Venues meets the minimum standards as per **Schedule XII**.

15. MATCH ARRANGEMENTS

- 15.1 The Franchise shall make all necessary arrangements for each of the Matches for which it is the Host Team, including:
- 15.1.1 All necessary local travel arrangements including but not limited to and from training grounds, match grounds and airports for each Visiting Team at its own cost, excluding international and local travel by air.
- 15.1.2 Provisions of all facilities and services for Visiting Teams and officials as determined by SANZAR.

16. INTELLECTUAL PROPERTY

- 16.1 The Parties acknowledge and agree that:
- 16.1.1 The Franchise shall not use or apply SA RUGBY's Intellectual Property, except as expressly provided for in this agreement.
- 16.1.2 SA RUGBY has the right to utilise the Competition Logo in conjunction with the Franchise Intellectual Property for the exploitation of the rights as per **Schedule III, V, VI and VII**.
- 16.1.3 The Franchise may only use the Competition Logo as per **Schedule IV** if it is used in conjunction with its Competition Team Logo as per **Schedule XI** and if it is for non-commercial purposes.
- 16.1.4 The Franchises shall be liable for all costs incurred in the registration and protection of the Franchise's Intellectual Property as per **Schedule XIII**, and **the cost of those**

marks and logo's registered by the Franchises in South African which SA RUGBY has registered in other territories and classes as per **Schedule XIV**.(SA RUGBY will continue to register these marks and logos, however the costs for such registration and protection shall be for the Franchise expense.)

16.1.5 SA RUGBY shall be liable for all costs incurred in order to register and protect the SA RUGBY Intellectual Property only with regards to the Competition Logo as per **Schedule IV**.

16.1.6 Where SA RUGBY incurs costs to protect both SA RUGBY and the Franchises Intellectual property such costs will be shared equally between the SA RUGBY and the relevant Franchises.

16.1.7 The Franchise acknowledges that SA RUGBY has granted to the SANZAR a worldwide license to use the Team Logos in relation to the exploitation of certain commercial rights in respect of the Competition provided that SA RUGBY may only use and sublicense the use of the Team Logos collectively with the Competition logo.

16.1.8 The Franchise acknowledges the role of SA RUGBY to use and control certain Commercial Rights as set out in **Schedule III**. In particular, the Franchise acknowledges and shall comply with the following:

16.1.8.1 SA RUGBY shall have the right to exercise any rights falling within the scope of the Commercial Rights save as expressly provided for under any subsequent written agreement entered into with SANZAR.

16.1.8.2 The Franchise shall abide by all reasonable directions given from time to time by SA RUGBY on behalf of SANZAR as to the application and use of the SA RUGBY

Intellectual Property and Franchises'
Intellectual Property.

- 16.2 It is recorded that SA RUGBY has contracted Signet Licensing to manage and commercialise the Vodacom Stormers, Bulls and the LIONS's merchandising programmes under the auspices of SA RUGBY and such agreements terms and conditions shall be honoured until the expiry date of such contract.
- 16.3 All royalties earned as per clause 16.2 shall be paid over to the Franchise.

17. MARKETING AND PROMOTIONS

- 17.1 SA RUGBY will be responsible for the marketing of the Competition in South Africa. SA RUGBY shall, where it considers appropriate, consult the Franchise as to the feasibility of marketing proposals.
- 17.2 The Franchise is responsible for marketing and promoting the Matches for which it's Team is the Host Team, where such marketing and promotional plans for the Competition shall be communicated to SA RUGBY prior to the Competition and where the Franchise shall ensure that the Competition Logo is included on all advertising material.
- 17.3 The Franchise accepts that the Competition Sponsors and Competition Associate Sponsors marketing and promotional rights take precedence on Match day over any other marketing and promotional plans, and as such the Franchise shall secure SA RUGBY's written approval for all other match day marketing and promotional activities.

18. SETTLEMENT OF DISPUTES

- 18.1 The Parties shall negotiate in good faith in an attempt to settle a dispute or claim arising from this Agreement, and may not initiate further proceedings until either party has, by written notice to the other, declared that such negotiations have failed.
- 18.2 Any such dispute or claim which can not be settled between the parties shall be submitted by written notice from the aggrieved party to the chairman of the Disputes Resolution Committee who shall use its best endeavours to resolve the dispute.
- 18.3 Should the Disputes Resolution Committee be unable to resolve the dispute between the parties, such dispute or claim may be submitted, by written notice from the aggrieved party to the other, to final and binding arbitration in terms of this clause.
- 18.4 Subject to the provisions of this clause, an arbitration shall be held under the provisions of the arbitration laws for the time being in force in the Republic of South Africa.
- 18.5 The arbitrator shall be, if the question in issue is:
- 18.5.1 primarily an accounting matter, an independent practising accountant of not less than ten years' standing;
 - 18.5.2 primarily a legal matter, a practising senior counsel of not less than ten years' standing;
 - 18.5.3 any other matter, a suitably qualified independent person; agreed upon by the Parties and failing such Agreement within 3 (three) days after the date on which the arbitration is demanded, shall be appointed by the committee of the Arbitration Foundation of Southern Africa (who may appoint one of their number) who may be instructed by either party to make the nomination at any time after the expiry of that 3

(three) day period.

- 18.6 The arbitration shall be held at a venue as agreed between the parties, or as determined by the arbitrator after taking into account all relevant factors and in accordance with formalities and/or procedures determined by the arbitrator, and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery, or the strict rules of evidence.
- 18.7 The arbitrator shall be entitled:
- 18.7.1 to investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and for that purpose shall have the widest powers of investigating all the books and records of either party to the dispute, and the right to take copies or make extracts there from and the right to have them produced and/or delivered at any reasonable place required by him for the aforesaid purpose;
 - 18.7.2 to interview and question under oath representatives of either of the Parties;
 - 18.7.3 to decide the dispute according to what he considers just and equitable in the circumstances;
 - 18.7.4 to make such award, including an award for costs, specific performance, an interdict, damages or a penalty or otherwise as he in his discretion may deem fit and appropriate, provided that should the arbitrator fail to make an award with regard to costs, the costs of the arbitrator shall be borne equally between the Parties.
 - 18.7.5 The arbitration shall be held as soon as possible after it is demanded with a view to its being completed within 30 (thirty) days after it has been so demanded.
 - 18.7.6 Immediately after the arbitrator has been agreed upon or

nominated, either party shall be entitled to call upon the arbitrator to fix a date and place when and where the arbitration proceedings shall be held and to settle the procedure and manner in which the arbitration proceedings will be held.

18.7.7 Any award that may be made by the arbitrator:

18.7.7.1 shall be final and binding;

18.7.7.2 will be carried into effect; and

18.7.7.3 may be made an order of any court to whose jurisdiction the parties to the dispute are subject.

18.7.8 Notwithstanding anything to the contrary contained in this clause, either party shall be entitled to apply for, and if successful, be granted, an interdict from any competent court having jurisdiction.

18.8 For the purposes of this clause the parties hereby submits itself to such Division of the High Court of South Africa as determined by the arbitrator.

18.9 This clause is severable from the rest of this agreement and shall, notwithstanding the termination of this agreement, remain in full force and effect.

19. CONFIDENTIALITY

19.1 It is hereby agreed that the terms and conditions of and all information contained in this Agreement are confidential and that neither party are entitled to disclose such information to any other person whatsoever, without the prior written consent of the other party, except for the purposes of performance or enforcing performance of the obligations expressed herein or for the purposes of any disclosure which may be required in law.

20. VIS MAJOR

- 20.1 In the event that either party is unable to perform any of its respective obligations in this Agreement and such non-performance is caused by an act of God, rained out venues, riots, civil insurrection, acts of public enemy, acts of civil or military authority, floods, earthquakes, or winds, beyond the reasonable control of the Parties concerned, such failure to perform shall not constitute a breach of this Agreement.
- 20.2 The party who is incapable of performing in terms of clause 20.1 shall immediately notify the other party of the reason or reasons and cause for its inability to perform and shall submit the estimated duration of such inability to perform.
- 20.3 The party incapable of performing shall, at no cost to the other party, exercise due diligence to shorten and avoid the cause of the inability to perform and shall keep the other party advised of all steps taken to enable performance under this agreement.

21. NO PARTNERSHIP, AGENCY OR JOINT VENTURE

- 21.1 This Agreement shall not constitute or be construed as constituting any party an employee, agent, partner or joint venture of any other.

22. PRIOR AGREEMENTS

- 22.1 All prior Agreements entered into between the Parties, whether oral or in writing, are hereby cancelled and it is agreed that the

provisions of this Agreement alone shall govern the relationship between the Parties.

23. WAIVER

23.1 Waiver by any party of any right to require performance of any obligation under this agreement shall in no way affect the right of the said party to enforce any provision of this agreement at a subsequent time, and waiver by any party of any rights arising out of any breach of this Agreement shall not be construed as a waiver of any right arising out of any subsequent breach.

24. WHOLE AGREEMENT

24.1 This Agreement constitutes the whole agreement between the Parties as to the subject matter hereof and no Agreements, warranties, representations or undertakings between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.

25. VARIATION

25.1 No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorised representatives.

26. RELAXATION

27.2.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

27.2.2 if transmitted by facsimile be deemed to have been received by the addressee on the day of despatch, unless the contrary is proved.

27.3 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from another including by way of facsimile transmission shall be adequate written notice or communication to such party.

DATED AT _____ this day of _____ 2005.

As witnesses :

1. _____

2. _____

SA RUGBY

herein represented by he
being duly authorised thereto.

DATED AT _____ this day of _____ 2005.

As witnesses :

1. _____

2.

THE FRANCHISE

herein represented by the CEO

SCHEDULE I: Franchise Identification

1	Franchise	
2	Partner Unions Senior Partner : Junior Partner(s)	1) 1) 2) 3)
3	Venue(s) Main Venue Secondary Venues	1) 2) 3) 4)

SCHEDULE II: List of Participating Teams

1. ACT Brumbies (Australia)
2. Blues (New Zealand)
3. Bulls (South Africa)
4. Lions (South Africa)
5. Chiefs (New Zealand)
6. Crusaders (New Zealand)
7. Highlanders (New Zealand)
8. Hurricanes (New Zealand)
9. NSW Waratahs (Australia)
10. Queensland Reds (Australia)
11. Sharks (South Africa)
12. Southern Spears (South Africa)
13. Vodacom Stormers (South Africa)
14. Vodacom Cheetahs (South Africa)
15. Western Force (Australia)

SCHEDULE III: SA RUGBY's retained Commercial Rights

1. Advertising Rights

The right to grant companies license to advertise their products and services in relation to the Competition.

2. Broadcasting Rights

The right to record Matches and/or broadcast the same whether live or otherwise by all forms of television and radio now known or as may be developed in the future.

3. Film Rights

The right to exploit cinematograph films of Matches by all means now known or hereafter discovered through the world including, without limitation, the sale or rental of video cassettes and by all forms of theatrical or non theatrical distribution.

4. Merchandising Rights

The right to use and exploit SA RUGBY Intellectual Property alone and or the use of Franchise Intellectual Property in conjunction with SA RUGBY Intellectual Property in connection with the manufacture, packaging and distribution of goods and services of all kinds.

5. Other Rights

Official suppliers, official products, sales promotion, and/or other general commercially exploitable rights.

6. Sponsorship Rights

6.1 SA RUGBY has the right to secure Associate Sponsors for the Competition by means of any combination of Commercial Rights for where such Associate Sponsors shall be limited to a maximum of 5 (five) Associate Sponsors in the following categories of business where SA RUGBY has secured SAA, Ford Rapport and Powerade;

6.1.1	Airline	SAA
6.1.2	Motor vehicle	Ford
6.1.3	Newspapers	Rapport
6.1.4	Sports Drink	Powerade
6.1.5	Electronics	ANO
6.1.6	IT	ANO
6.1.7	Office Automation	ANO

6.2 SA RUGBY has contracted with Powerade as per 6.1.4 where Powerade's consideration is a combination of cash and sports drink product, which will be distributed to each of the SA Participating Teams. In lue of the Powerade agreement being mainly settled in value in kind product, the Franchise agrees that SA RUGBY shall have until the 31st January 2006 to secure the 5th Competition Associate Sponsor whom shall in be reserved to the business categories as per 6.1.5,6.1.6 or 6.1.7.

6.3 Prior to the addition of any further Competition Associate Sponsors, SA RUGBY shall secure a written approval from each of the CEO's for the additional Competition Associate Sponsor.

6.3 Each of the Associate Sponsors shall have business category exclusivity in association with the Competition, where the following rights are the main rights within the respective agreements details of the Competition Associate Sponsor rights are as per **Schedule VI** (note Rapport and the 5th Competition Associate Sponsor will have similar rights to those in **Schedule VI**;

- 6.3.1 the right to use the title and designation being the “Official Associate Sponsor to the Competition”;
- 6.3.2 4 VIP tickets and 20 premium stadium tickets to each local Competition match per annum;
- 6.3.3 the right to use the Competition logo in isolation and or in conjunction with the Franchise logos.
- 6.3.4 the right to place adverts in match programs and should such rights be exercised, the Franchise shall promote any sponsor in whatever manner which are in conflict with the Tournament Sponsor(s) and Associate Sponsors no other conflicting brands advertising shall appear within the match programs;
- 6.3.5 business category exclusivity for promotional rights within the Venue, where such promotions will be agreed in writing SA RUGBY and SA RUGBY will inform the Franchise within a reasonable time prior to the specific match.
- 6.3.6 exclusive A-perimeter stadium branding rights at the Venues, where such branding rights shall be secured by SA RUGBY from the Franchise on terms as per clause XXXXX. The following stadium inventory is to be made available for each Associate sponsor;
 - 6.2.1.1 1 Adscroll for each Match played locally.
 - 6.2.1.2 1 Wedge behind each set of poles for each Match played locally
 - 6.2.1.3 5 (five) exclusive Video board advertising spots.
- 6.2.2 The Franchise shall have the right to place additional Wedges on the field but only if the Wedges do not conflict with the Competition Sponsor and or Competition Associate Sponsors. The number and placements of the additional Wedges shall be notified in writing to the Franchise by SA RUGBY within a reasonable time prior to the match.

- 7 The Competition Associate Sponsors shall have the right to access 10 (ten) Players per annum for marketing and promotional purposes pertaining to the Competition, where such use of Players shall be shared as equally as possible between the Franchises. SA RUGBY shall manage the Competition Sponsors and Associate Sponsors' request for Players and the CEO shall ensure the Players available for the Competition Sponsor and Competition Associate Sponsors.

- 8 SA RUGBY provide a proposed schedule for contractual Player appearances as per clause 7 above and both parties shall agree prior to the commencement of the Competition as to the Players availability for the Competition Sponsor and Competition Associate Sponsors.

SCHEDULE IV: Competition Logo



SCHEDULE V: Vodacom Rights

To be included on signing of the new agreement

SCHEDULE VI: Competition Associate Sponsor Rights



Extracts of Ford's Competition Associate Sponsor Rights:

5.1 Exclusivity

5.1.1 SA RUGBY hereby grants FMCSA the Rights on an exclusive category basis as Official Vehicle Sponsor to the Competition

5.1.2 It is recorded that provision is made for various associated sponsors and/or suppliers in non-competitive products and/or services categories, industries and/or field of business for the Competition. SA RUGBY shall enquire from FMCSA, as to whether such sponsors and/or suppliers are considered to be direct competitors to FMCSA, and if so undertake not to appoint such sponsors and/or suppliers.

5.2 Usage of the Title and Marks in advertising

5.2.1 FMCSA shall have the right to use the Title "Official Vehicle Supplier " to the Competition and / or the "Official Associate Sponsor" to the Competition and SA RUGBY Marks. This right shall be used in relation to the Competition, in the following type of advertisement:

5.2.1.1 "Above the line" shall have its ordinary meaning as used in the advertising and marketing industry and shall include but not be limited to, campaigns in all forms of electronic media and print;

5.2.1.2 "Below the line" shall have its ordinary meaning as used in the advertising and marketing industry and shall include but not be limited to, campaigns in all forms of promotional advertising, including television, radio, newspapers, pamphlets, postcards, stickers, bunting, point of sale material and packaging, in all corporate communication and public relations material;

5.2.1.3 "Outdoor advertising" shall have its ordinary meaning as used in the advertising and marketing industry and shall include but not be limited to on all forms of billboards;

5.2.2 FMCSA is licensed, for the duration of this agreement, to utilize the Brand Specific Advertising Campaign in connection with above the line, below the line and outdoor advertising directly related to the Competition, subject to the following:

5.2.2.1 FMCSA shall not be entitled to use the Brand Specific Advertising Campaign in any promotional strategy not directly related to and in connection to the Competition, or in any way contrary to the terms of this agreement, and all promotional strategies directly involving the Brand Specific Advertising Campaign, shall be subject to the written approval of SA RUGBY in this regard,

which approval shall not be unreasonably withheld or delayed.

5.2.2.2 FMCSA shall have the right to run promotion activities within the stadium at all local Competition Matches, subject to such activities not infringing on the promotional rights afforded to the Competition Sponsor, currently being Vodacom, and subject further to the written approval of SA RUGBY, which approval shall not be unreasonably withheld or delayed.

5.2.2.3 FMCSA shall have the right to run third party promotions with FMCSA's customers provided that this right shall be subject to SA RUGBY's prior written approval.

5.3 Player appearances

5.3.1 FMCSA shall have the right to, subject to circumstances set out below, engage a maximum of 10 (ten) Player(s) for a maximum of 10 (ten) guest appearances per annum for marketing purposes arranged by FMCSA, excluding marketing opportunities such as the official team photograph or official golf day.

5.3.6 All reasonable travel and accommodation expenditure relating to the use of Players by FMCSA in exercising their rights as contemplated in this clause, shall be for the account of FMCSA. Such costs, where applicable, shall be added to the next quarterly invoice to FMCSA.

5.4 **Match Tickets**

5.4.1 SA RUGBY shall provide FMCSA, at no cost, with 20 (twenty) attendance tickets for each match in the Competition involving the Teams including the semi-finals and finals if played in the Republic of South Africa.

5.4.2 SA RUGBY shall provide FMCSA, at no cost, with 4 (four) VIP's attendance tickets for each Competition match involving the Teams including the semi-finals and finals if played in the Republic of South Africa.

5.5 **Program Advertising**

For the duration of this agreement, FMCSA shall be entitled, free of charge, to:

5.5.1 1 (One) full page colour advertisement in the official program(s) for the Competition. The advertising material concerned shall be supplied by FMCSA.

5.6 **Advertising Rights at Competition Match Venues**

FMCSA shall be entitled to the following rights at each Competition Match Venue (including those matches played in the Sharks Host Region):

5.6.1 1 (one) full Adscroll;

5.6.2 1 (one) Wedge on each side of the field behind the poles.

FMCSA is hereby granted first option to negotiate, where

the Venue allows, for any further Wedges positioned along the corners of the field;

5.6.3 5 (five) Video Board advertising spots; and

5.6.4 All branding production costs under clause 5.6 shall be for FMCSA's account.



Extracts of SAA Competition Associate Sponsor Rights:

5.1 Exclusivity

5.1.3 SA RUGBY hereby grants SAA the Rights for the duration of this Agreement on an exclusive category basis as Official Airline Sponsor to the Competition

5.1.4 It is recorded that provision is made for various associated sponsors and/or suppliers in non-competitive products and/or services categories, industries and/or field of business for the Competition. SA RUGBY shall enquire from SAA, as to whether such sponsors and/or suppliers are considered to be direct competitors to SAA, and if so undertake not to appoint such sponsors and/or suppliers.

5.2 Usage of the Title and Marks in advertising

5.2.1 SAA shall have the right to use the Title "Official Airline Supplier " to the Competition and / or the "Official

Associate Sponsor” to the Competition and SA RUGBY Marks. This right shall be used in relation to the Competition in the following type of advertisement:

5.2.1.4 “Above the line” shall have its ordinary meaning as used in the advertising and marketing industry and shall include but not be limited to, campaigns in all forms of electronic media and print;

5.2.1.5 “Below the line” shall have its ordinary meaning as used in the advertising and marketing industry and shall include but not be limited to, campaigns in all forms of promotional advertising, including television, radio, newspapers, pamphlets, postcards, stickers, bunting, point of sale material and packaging, in all corporate communication and public relations material;

5.2.1.6 “Outdoor advertising” shall have its ordinary meaning as used in the advertising and marketing industry and shall include but not be limited to on all forms of billboards;

5.2.1.4 In all corporate communication and public relations material.

5.2.3 SAA is licensed, for the duration of this agreement, to utilize the Brand Specific Advertising Campaign in connection with above the line, below the line and outdoor advertising directly related to the Competition, subject to the following:

5.2.2.1 SAA shall not be entitled to use the Brand Specific Advertising Campaign in any

promotional strategy not directly related to the Competition, or in any way contrary to the terms of this agreement. All promotional strategies directly involving the Brand Specific Advertising Campaign, shall be subject to the prior written approval of SA RUGBY in this regard, which approval shall not be unreasonably withheld or delayed.

5.2.2.2 SAA shall have the right to run promotion activities within the stadium at Competition matches, subject to such activities not infringing on the promotional rights afforded to the Competition Sponsor, currently being Vodacom, and subject further to the written approval of SA RUGBY, which approval shall not be unreasonably withheld or delayed.

5.3.2.3 SAA shall have the right to run third party promotions with SAA's customers provided that this right shall be subject to SA RUGBY's prior written approval.

5.4 Player appearances

5.3.1 SAA shall have the right to, subject to circumstances set out below, engage a maximum of 10 (ten) Player(s) for a maximum of 10 (ten) guest appearances per annum for marketing purposes arranged by SAA, excluding marketing opportunities such as the official team photograph or official golf day.

5.3.6 All reasonable travel and accommodation expenditure relating to the use of Players by SAA in exercising their rights as contemplated in this clause, shall be for the account of SAA. Such costs, where applicable, shall be added to the next quarterly invoice to SAA.

5.4 **Match Tickets**

5.4.1 SA RUGBY shall provide SAA, at no cost, with 20 (twenty) attendance tickets for each match in the Competition involving the Teams including the semi-finals and finals if played in the Republic of South Africa.

5.4.3 SA RUGBY shall provide SAA, at no cost, with 4 (four) VIP's attendance tickets for each Competition match played in South Africa including the semi-finals and finals if played in the Republic of South Africa.

5.5 **Program Advertising**

SAA shall be entitled, free of charge, during each Contract Year throughout the Term to:

5.5.1 1 (One) full page colour advertisement in the official program(s) for Competition. The advertising material concerned shall be supplied by SAA at its costs.

5.6 **Advertising Rights at Competition Match Venues**

SAA shall be entitled to the following rights at each Competition Match Venue (including those matches played in the Sharks Host Region):

5.6.4 1 (one) full Adscroll;

5.6.5 1 (one) Wedge on each side of the field behind the poles.
SAA is hereby granted first option to negotiate, where the venue allows, for any further Wedges positioned along the corners of the field;

5.6.6 5 (five) Video Board advertising spots; and

5.6.4 All branding production costs under clause 5.6 shall be for SAA's account.



Powerade®

Extracts of Powerade Competition Associate Sponsor Rights

5.1 Exclusivity

5.1.5 SA RUGBY hereby grants CCSEA the Rights for the duration of this Agreement on an exclusive category basis as Official Sports Drink to the Competition in relation to the Product. The Official Supplier acknowledges that they may also associate with the

Competition subject to the terms and conditions as set out in this Agreement.

5.1.6 It is recorded that provision is made for various associated sponsors and/or suppliers in non-competitive products and/or services categories, industries and/or field of business. SA RUGBY shall enquire from CCSEA, as to whether such sponsors and/or suppliers are considered to be direct competitors to CCSEA, and if so undertake not to appoint such sponsors and/or suppliers.

5.2 Usage of the Title and Marks in advertising

5.2.1 CCSEA shall have the right to use the Title “Official sports drink “ and “Official Supplier: which will be used in association with the Competition and SA RUGBY Marks. This right shall be used in relation to the Competition in the following type of advertisement:

5.2.1.7 “Above the line” shall have its ordinary meaning as used in the advertising and marketing industry and shall include but not be limited to, campaigns in all forms of electronic media and print;

5.2.1.8 “Below the line” shall have its ordinary meaning as used in the advertising and marketing industry and shall include but not be limited to, campaigns in all forms of promotional advertising, including television, radio, newspapers, pamphlets, postcards, stickers, bunting, point of sale material and packaging, in all corporate communication and public relations material;

5.2.1.9 "Outdoor advertising" shall have its ordinary meaning as used in the advertising and marketing industry and shall include but not be limited to on all forms of billboards;

5.2.1.4 In all corporate communication and public relations material.

5.2.4 CCSEA is licensed, for the duration of this agreement, to utilize the Brand Specific Advertising Campaign in connection with above the line, below the line and outdoor advertising directly related to the Competition, subject to the following:

5.2.2.1 CCSEA shall not be entitled to use the Brand Specific Advertising Campaign in any promotional strategy not directly related to the Competition Teams, or in any way contrary to the terms of this agreement. All promotional strategies directly involving the Brand Specific Advertising Campaign, shall be subject to the prior written approval of SA RUGBY in this regard, which approval shall not be unreasonably withheld or delayed.

5.2.2.2 CCSEA shall have the right to run promotion activities within the stadium at all Competition matches subject to such activities not infringing on the promotional rights afforded to the Competition Sponsor, currently being Vodacom, and subject further to the written approval of SA RUGBY, which approval shall not be unreasonably withheld or delayed.

- 5.4.2.3 CCSEA shall have the right to run third party promotions with CCSEA's customers provided that this right shall be subject to SA RUGBY's prior written approval.

5.5 Player appearances

- 5.3.1 CCSEA shall have the right to, subject to circumstances set out below, engage a maximum of 10 (ten) Player(s) for a maximum of 10 (ten) guest appearances per annum for marketing purposes arranged by CCSEA, excluding marketing opportunities such as the official team photograph or official golf day.

- 5.3.6 All reasonable travel and accommodation expenditure relating to the use of Players by CCSEA in exercising their rights as contemplated in this clause, shall be for the account of CCSEA. Such costs, where applicable, shall be added to the next quarterly invoice to CCSEA.

5.4 Match Tickets

- 5.4.1 SA RUGBY shall provide CCSEA, at no cost, with 20 (twenty) attendance tickets for each match in the Competition involving the Teams including the semi-finals and finals if played in the Republic of South Africa.
- 5.4.4 SA RUGBY shall provide CCSEA, at no cost, with 4 (four) VIP's attendance tickets for each Competition Match played in South Africa including the semi-

finals and finals if played in the Republic of South Africa.

5.5 Program Advertising

CCSEA shall be entitled, free of charge, during each Contract Year throughout the Term to:

5.5.1 1 (One) full page colour advertisement in the official program(s) for Competition matches played in South Africa. The advertising material concerned shall be supplied by CCSEA at its costs.

5.6 Advertising Rights at Competition Match Venues

CCSEA shall be entitled to the following rights at each local Competition Match Venue (including those matches played in the Sharks Host Region):

5.6.7 1 (one) full Adscroll;

5.6.8 1 (one) Wedge on each side of the field behind the poles. CCSEA is hereby granted first option to negotiate, where the venue allows, for any further Wedges positioned along the corners of the field;

5.6.9 5 (five) Video Board advertising spots; and

5.6.10 All branding production costs under clause 5.6 shall be for CCSEA's account.

5.7 Additional Product Exposure

5.7.1 Bottle and side field coolers.....

SCHEDULE VII: SA RUGBY Sponsorship Financial Obligations

Sponsor	Rights	Bulls	LIONS	Vodacom Cheetahs	Sharks	South Eastern Cape	Vodacom Stormers	Total cost to SA RUGBY (If all Venues have Adscroll)
Vodacom	<ul style="list-style-type: none"> • Adscroll • Wedges • Videoboard • Stadium tickets • Match Programs 	R 0 R 0 R 0 R 0 R 0	R 0 R 0 R 0 R 0 R 0	R 0 R 0 R 0 R 0	R 0 R 0 R 0 R 0	R 0 R 0 R 0 R 0	R 0 R 0 R 0 R 0	R 0 R 0 R 0 R 0
Ford	<ul style="list-style-type: none"> • Adscroll • Wedges • Videoboard • Stadium tickets (R50 per ticket) • Match Programs (R5,000.00 per advert) 	R 120,000 R 60,000 R 30,000 R 6,000- R 7,000	R 120,000 R 60,000 R 30,000 R 6,000- R 7,000	R 120,000 R 60,000 R 30,000 R 6,000- R 7,000	R 120,000 R 60,000 R 30,000 R 6,000- R 7,000	As per rate card R 60,000 R 30,000 R 6,000- R 7,000	R 120,000 R 60,000 R 30,000 R 6,000- R 7,000	R 600,000 R 300,000 R 150,000 R 30,000- R 35,000
Powerade	<ul style="list-style-type: none"> • Adscroll • Wedges • Videoboard • Stadium tickets (R50 per ticket) • Match Programs (R5,000.00 per advert) 	R 0 R 0 R 0 R 0	R 0 R 0 R 0 R 0	R 0 R 0 R 0	R 0 R 0 R 0	R 0 R 0 R 0 R 0	R 0 R 0 R 0 R 0	R 0 R 0 R 0 R 0
Rapport	<ul style="list-style-type: none"> • Adscroll • Wedges • Videoboard • Stadium tickets (R50 per ticket) • Match Programs 	R 120,000 R 60,000 R 30,000 R 6,000- R 7,000	R 120,000 R 60,000 R 30,000 R 6,000- R 7,000	R 120,000 R 60,000 R 30,000 R 6,000- R 7,000	R 120,000 R 60,000 R 30,000 R 6,000- R 7,000	As per rate card R 60,000 R 30,000 R 6,000- R 7,000	R 120,000 R 60,000 R 30,000 R 6,000- R 7,000	R 600,000 R 300,000 R 150,000 R 30,000- R 35,000

	Programs (R5,000.00 per advert)	R30,000- R35,000	R30,000- R35,000	R30,000- R35,000	R30,000- R35,000	R35,000	R30,000- R35,000	R150,000- 175,000
SAA	• Adstroll	R 120,000	R 120,000	R 120,000	R 120,000	As per rate card	R 120,000	R 600,000
	• Wedges	R 60,000	R 60,000	R 60,000	R 60,000	R 60,000	R 60,000	R 300,000
	• Videoboard	R 30,000	R 30,000	R 30,000	R 30,000	R 30,000	R 30,000	R 150,000
	• Stadium tickets (R50 per ticket)	R 6,000- R7,000	R 6,000- R7,000	R 6,000- R7,000	R 6,000- R7,000	R 6,000- R7,000	R 6,000- R7,000	R 30,000- R35,000
	• Match							
	Programs (R5,000.00 per advert)	R30,000- R35,000	R30,000- R35,000	R30,000- R35,000	R30,000- R35,000	R30,000- R35,000	R30,000- R35,000	R150,000- 175,000
ANO	• Adstroll	R 120,000	R 120,000	R 120,000	R 120,000	As per rate card	R 120,000	R 600,000
	• Wedges	R 60,000	R 60,000	R 60,000	R 60,000	R 60,000	R 60,000	R 300,000
	• Videoboard	R 30,000	R 30,000	R 30,000	R 30,000	R 30,000	R 30,000	R 150,000
	• Stadium tickets (R50 per ticket)	R 6,000- R7,000	R 6,000- R7,000	R 6,000- R7,000	R 6,000- R7,000	R 6,000- R7,000	R 6,000- R7,000	R 30,000- R35,000
	• Match							
	Programs (R5,000.00 per advert)	R30,000- R35,000	R30,000- R35,000	R30,000- R35,000	R30,000- R35,000	R30,000- R35,000	R30,000- R35,000	R150,000- 175,000
Total	• Adstroll	R 480,000	R 480,000	R 480,000	R 480,000	As per rate card	R 480,000	R 2,400,000
	• Wedges	R 240,000	R 240,000	R 240,000	R 240,000	R 240,000	R 240,000	R 1,200,000
	• Videoboard	R 120,000	R 120,000	R 120,000	R 120,000	R 120,000	R 120,000	R 600,000
	• Stadium tickets (R50 per ticket)	R 24,000- R28,000	R 24,000- R28,000	R 24,000- R28,000	R 24,000- R28,000	R 24,000- R28,000	R 24,000- R28,000	R 120,000- R140,000
	• Match							
	Programs (R5,000.00 per advert)	R120,000- R140,000	R120,000- R140,000	R120,000- R140,000	R120,000- R140,000	R120,000- R140,000	R120,000- R140,000	R600,000- R700,000

Note: Costs only paid to SA Participating Team Franchises in the Competition in any one year.

SCHEDULE VIII: SANZAR Supplier Rights

- To be included on final signature

SCHEDULE IX: Broadcasting Obligations and Rights

- **To be update when word version is emailed from SANZAR.**

Broadcast Obligations:

Access to Matches played in the Territory

1. During the Term, Licensee shall be afforded access free of charge to:
 - (a) All grounds at which the Matches are played when the matches are being played and to first class camera and commentary positions so as to enable Licensee to provide first class live Television coverage of such Matches together with activities incidental to such Matches (including, without limiting the generality of the foregoing, news broadcasting coverage); and
 - (b) Reasonable access to dressing rooms (as per 7(e)), players, coaches, referees and other officials.

As set out in this Agreement including in this Schedule I

2. Licensee's access shall endure for so long as is reasonably necessary to mount such coverage and shall be subject to the condition that Licensee complies with all of the requirements of the governmental authority having jurisdiction over the relevant venue, including requirements relating to accreditation and access passes for Licensee's personnel and positioning of cameras, personnel and other equipment.
3. The Licensee must consult with the relevant Union, a reasonable time prior to each Match which is distributed, broadcast or

transmitted by Licensee, to ensure that any disruptions as a result of the installation and operation of equipment does not interfere unduly with the organisation or playing of any Matches.

4. Licensee shall be afforded access to any part of the ground (excluding, without limitation, room for a presentation studio or an acceptable alternative if available) as may be reasonably required; provided that in the exercise of such rights Licensee shall endeavour to comply with the reasonable interests and wishes of the host union and shall cause as little disruption as possible to the spectators at any such Matches.
5. Each Union shall secure the co-operation of the relevant union which is playing at home in order to provide Licensee with:
 - (a) access to such power supply as is available at the ground, at no cost to the Licensee.
 - (b) Free access for a reasonable number of Licensee's technical and production staff during, before and after such Match for rigging and de-rigging the equipment to be used by the Outside Broadcast Union ("OBU");
 - (c) Any parking facilities reasonably required by Licensee for its production vehicles and such space as may reasonably be required by Licensee for its OBU at existing demarcated areas, all at no cost to Licensee.
6. If there is a suitable (in relation to health and safety requirements) gantry available to Licensee at any ground where Licensee wishes to exercise the Rights, Licensee shall use its best endeavours to make use of such gantry for the purpose of making and recording its transmission. If the already existing gantries (excluding Licensee's own gantries) do not satisfy an relevant health or safety regulations then the union shall bear and pay the costs of ensuing compliance with such health and safety regulations. Where there is

no suitable gantry available, Licensee shall be entitled to have reasonable access to the most advantageous parts of the ground for the purpose of making and recording its live transmission without any additional payment; provided further that any such gantries shall not impede advertising signs or site lines and if any additional facilities are required by Licensee then Licensee shall pay the cost thereof.

7. Each Union shall procure that -
 - (a) immediately after a Match the captain and not less than two players from and a manager or coach of each participating team shall be available at the ground to Licensee for interviews and comments, provided the captain has not been injured and is not undergoing doping tests;
 - (b) on the day of the Match the coach, captain and not less than two players of each participating team shall be available for pre-match comments (at a time which is reasonably convenient to the relevant coach and the players);
 - (c) Licensee shall have access to the participating teams photo calls and shall be provided with transparencies of the teams' official team photograph.
 - (d) Access is made available for cameramen with hand-held cameras outside the dressing room door entrance before a Match and after the Match.
 - (e) In respect of each Union's teams, mini cam access is permitted during the referee's pre-match dressing room visit, and at half time and post match, in agreement with SARU, and lipstick camera access is permitted in accordance with the agreed protocols, and in respect of touring teams the

relevant Union will use its best endeavours to ensure the touring team provides the same camera access;

(f) In the week before the Match, access to training sessions of the participating teams taking part in that Match for the purpose of manager and player interviews;

(g) In the event of major transfers, selections, appointments of captain, etc Licensee shall have the first right to attend the photo call and the right to interview the relevant players once the transfer, selection is announced, and shall have exclusive live Television rights for the event, unless Licensee is unable to attend such photo call or conduct such interview. The other broadcasters can be present at the events but cannot produce or exercise live audio-visual or audio coverage of them.

8. There shall be no advertising of any product service or organisation at a ground from which a Match is being broadcast where the broadcasting of that advertisement would breach the laws in relation to advertising of the Territory in force at the time of the broadcast.

Broadcaster Support (all at no charge)

1. Each of the Unions must recognise the Licensee in the same manner as its sponsors including acknowledgement in after match speeches, annual reports or invitations to hospitality events (invitations to hospitality events in the absolute discretion of the relevant Union).
2. Each of the Unions must include in each of their web sites a section detailing telecast details of the Licensee's telecasts of all Matches in the particular Member Country as well as providing reasonable

advertising space for promotion of the Licensee on each of the Unions' web sites.

3. The Unions will provide the Licensee with 30 premium grandstand tickets to each Key Match for its own use. Licensee will not scalp tickets or give them to ambush marketers.
4. The Licensee must be acknowledged by each of the Union on pre and post Match interviewing backdrops and, except at "Official SA RUGBY announcements", presentation backdrops at Matches played in the Territory for which it is the Host Broadcaster.
5. The Licensee must be given a full page advertisement in each program for each senior international representative Match, each Competition competition semi-final and final, and Currie Cup semi-finals and finals, played in the Territory

Supersport Rights:

SCHEDULE X: Broadcasting Protocols

CONTRACTUAL OBLIGATIONS - PLAYER/COACH INTERVIEWS

MATCH DAY At a "reasonably convenient" time	AFTER MATCH	OTHER
Coach	Coach or Manager	In the week of the match access to trainings for coach / player interviews
Captain	Captain	Right to attend team photo calls
Minimum of 2 other players	Minimum of 2 other players	

AGREED INTERVIEW PROTOCOLS

- Time on match day to be "reasonably convenient" to the teams
- Broadcasters will pre-arrange interview times with the Team Manager
- Times for match day interviews to be arranged prior to Captain's run or no later than 24 hours prior to the match

CONTRACTUAL OBLIGATIONS - CAMERA ACCESS

- Mini cam access outside dressing room before and after match
- Mini cam access in dressing room at time of referees pre-match visit – "Colonel Cam"
- "Lipstick Camera" access permitted in accordance with agreed protocols
- SANZAR Unions to use best endeavours to ensure other touring teams provide the same access

AGREED CAMERA ACCESS PROTOCOLS

1. "Colonel Cam"
 - Hand-held mini-cam access to dressing room at the time of the referees pre-match visit – audio off
 - Post match access only on invitation from team manager
2. "Lipstick" Cameras
 - Audio off at all times
 - Pre-match – camera on from teams run out minus 10 minutes
 - Half time – camera on

- Post match – camera off
- Broadcasters to investigate and resolve on/off indicators for cameras SANZAR will enforce these protocols
- Broadcasters understand that any breach of protocols may result in no future use being agreed to by SANZAR

SCHEDULE XI: Management Committee

1. COMPOSITION

The Management shall consist of:

- 1.1 The chairman of the Rugby Committee
- 1.2 The Managing Director of SA RUGBY, who will act as Chairman.
- 1.3 The National Coach
- 1.4 The Coaches of the Franchises
- 1.5 1.2 The Chief Executive Officers of each Franchise.
- 1.6 The Regional Tournament Director who will also act as Secretary of the Management Committee.

2. DUTIES AND RESPONSIBILITIES

2.1. Drafting recommendations relating to:

- 2.1.1 Competition regulations;
- 2.1.2 the Competition Match Schedule;

2.2. Discussing matters of mutual interest pertaining to the Competition, including, but not limited to:

- 2.2.1. Referee matters;
- 2.2.2. Disciplinary matters;
- 2.2.3. Sponsorships;
- 2.2.4. Complaints received;
- 2.2.5. Travel and accommodation;
- 2.2.6. Performances of teams during Competition;
- 2.2.7. Determining strategies to improve Team performances;
- 2.2.8. Co-operation between the National Coach and his management team and the Coach and his management team.

3. MEETINGS

3.1 Management Committee meetings will be held, if possible, once every month during the Competition.

3.2 The venue will rotate amongst the 5 (five) South African Participating Teams.

SCHEDULE XII: Minimum Standards at Venue

1. FACILITIES IN CHANGE ROOMS:

- 1.1 Seating for minimum 28 persons
- 1.2 Lockers or hanging space for 28 persons
- 1.3 Minimum 8 (eight) shower heads with hot & cold water
- 1.4 Fridge with a capacity to stock 3 cases bottled water and 3 cases of Powerade 500ml bottles.
- 1.5 3 point electric source (220 volt)
- 1.6 Minimum 2 (two) wheelie bins filled with ice (240 litres) – in shower area - post match use
- 1.7 Minimum 4 (four) buckets filled with ice
- 1.8 Security at entrance to change room – strictly controlled – 1 person in front of change room – key always available TWO KEYS
- 1.9 Minimum 2 (two) toilets and one urinal – as part of change room or next to change room
- 1.10 Minimum one physio table in the change room

2. COACHES SEATING

- 2.1 Separate Coaches cubicle – between 22m lines and halfway line preferable
- 2.2 Quality seating for a minimum four persons
- 2.3 TV monitor
- 2.4 Security to be available as near as *possible to cubicle*

3. **TEAM MANAGEMENT AND RESERVES SEATING**
 - 3.1 14 (fourteen) seats for reserves and medical/other personnel on side of playing field
 - 3.2 Seats have to have back rests

4. **CHANGE ROOM – MATCH OFFICIALS**
 - 4.1 Separate from players
 - 4.2 Minimum seating – 6 persons
 - 4.3 Minimum 2 (two) shower heads with hot and cold water
 - 4.4 Minimum one toilet as part of change room or next to change room
 - 4.5 Lockers or hanging space for 6 (six)
 - 4.6 Minimum 1 (one) power point
 - 4.7 1 (one) bucket of ice
 - 4.8 12 bottles water and 12 bottles PowerAde or equivalent
 - 4.9 Physio table inside change room is desirable
 - 4.10 Similar security as players
 - 4.11 Table for 2-way equipment set-up

5. **MEDICAL FACILITIES**
 - 5.1 Dedicated medical area/room
 - 5.2 Separate area/room, large enough to examine and treat persons (min. 4mX4m) – minimum 1 (one) examination table
 - 5.3 1 (one) lockable cabinet for supplies
 - 5.4 Minimum 3 (three) electrical supply points
 - 5.5 Telephone (land line) available
 - 5.6 Oxygen bottle and mask available in room
 - 5.7 Easy access to and from playing field and to ambulance
 - 5.8 Running hot and cold water

6. **MATCH DAY PERSONNEL**
 - 6.1 Match Doctor
 - 6.2 Registered nurse, doctor or qualified paramedic in charge of medical facility (not the same person as Match Doctor)
 - 6.3 Dentist available if possible

7. **EQUIPMENT**
 - 7.1 Trauma board with straps
 - 7.2 Stiff cervical collars-selection of appropriate sizes
 - 7.3 Standard splinting and bandaging equipment for fractures and dislocations
 - 7.4 Emergency trolley/kit with standard emergency medication and equipment
 - 7.5 Sterile suturing equipment for minor wounds/lacerations

8. **MEDICAL REFERRAL FACILITIES**
 - 8.1 Equipped and staffed trauma ambulance with defibrillator, incubation facilities and oxygen. Unobstructed exit from venue. Ambulance present at venue from 30 minutes prior to kick-off and 30 minutes after end of match
 - 8.2 Hospital within reasonable distance, with trauma facilities, X-ray facilities
 - 8.3 Specialists on call, not necessarily at venue (to be arranged beforehand)
 - 8.4 Orthopaedic surgeon POSSIBLE MATCH DAY PERSONEL
 - 8.5 Neurosurgeon
 - 8.6 A trauma ambulance is equipped with most of the equipment needed in the Medical room. If readily made available for match doctors and team doctors during games, these need not be duplicated.
 - 8.7 These facilities only provide for the players and do not include medical facilities for the public, disaster management, etc.

9. **DRUG TESTING ROOM**
 - 9.1 Dedicated drug testing room
 - 9.2 Minimum seating for 4 players – minimum 4x5m (20 sq. m)
 - 9.3 Toilet/urinary in or next to testing room LARGE ENOUGH TO VIEW SAMPLES BEING PROVIDED
 - 9.4 Fridge to stock with water/soft drinks
 - 9.5 Desk and minimum 2 chairs

9.6 Telephone (land line) available

9.7 Strict dedicated security

10. **MEDIA FACILITIES**

10.1 **PRINT**

10.1.1 10 table press positions with good elevated viewing between 22m lines

10.1.2 Telephone (land line) at each position

10.1.3 Power point at each position for each media facility

10.1.4 TV monitor for replay purposes

10.1.5 Media liaison person who is in direct contact with a designated person on side on field (to check injuries etc)

10.1.6 Media liaison person to arrange efficient post match interviews – deadlines!

10.1.7 Post match interview venue must be sound proof, e.g. not picking up loud sounds from outside and air conditioner sounds by recorders

10.1.8 Dedicated parking facilities - minimum 10 parking slots to be made available to the media

10.2 **RADIO**

10.2.1 Minimum 2 (two) enclosed radio commentary boxes

10.2.2 Minimum 2 (two) electrical points per box

10.2.3 2 (two) chairs per box

10.3 **TELEVISION**

10.3.1 Minimum 2 (two) enclosed commentary boxes – 3 heads

10.3.2 3 chairs/seats

10.3.3 2 x 3 phase electrical power points

10.4 **PRESS CONFERENCE AREA**

10.4.1 Room large enough to accommodate a table (3 heads), three chairs for coaches and captains

10.4.2 Minimum 10 chairs for media

10.5 **PHOTOGRAPHERS**

10.5.1 Dedicated room to facilitate minimum 6 persons

10.5.2 2 tables and 6 chairs

10.5.3 Ability to have telephone lines installed

10.5.4 Security at door

10.5.5 Parking not too far away if heavy equipment needs carrying

11. **FIELD MARKINGS**

11.1 Field markings to International standard as in Law Book

11.2 The field of play:

11.2.1 Goal –line to Goal-line = 100 metres

11.2.2 Goal-line to dead-ball line = minimum 10 metres

11.2.3 Perimeter area (the space around the field of play)
– not less than 5 metres where practicable

11.2.4 The surface must at all times be safe to play on
and in good condition

12. **#4 & #5 REFEREE SEATING**

11.3 Adequate seating for minimum six persons – 2 OR 3 Match officials, 1 doctor, 2 x sin bin

11.4 Seating must have back rest

13. **T.M.O. SEATING**

13.1 T.M.O. booth to have SIGHT site of the field of play – preferably centrally located

13.2 Booth to be closed off in order to exclude interference by spectators, coaches and technical staff

14. **CITING COMMISSIONER SEATING**

14.1 The Citing Commissioner may not attend the match in person – but if he attends the match in person, he must be provided with a seat and monitor.

15. **WARM-UP FACILITIES – TWO TEAMS**

15.1 Indoor warm-up, if available, otherwise immediate adjacent alternative warm-up area or otherwise on field from 10 meter

line up to dead ball line, to be available 40 minutes prior to kick-off

15.2 Kickers on field 40 minutes prior to kick-off (if field is available)

15.3 5 hit shields, 30 flat cones and 4 rugby balls (match ball equivalent)

15.4 ON FIELD ENTERTAINMENT NOT TO INVADE THIS AREA

16. PRACTICE VENUE AND EQUIPMENT

16.1 Venue must allow for unhindered closed practice sessions

16.2 Equipment to be available at practice venue :

16.3 6 match balls

16.4 10 hit shields

16.5 6 tackle bags

16.6 6 body suits – (Super 12) 12 body suits (Tri-Nations)

16.7 50 flat cones

16.8 1 Scrummaging machine

16.9 Secured change rooms

16.10 Access to a fully equipped gymnasium with heated swimming pool (at team cost)

17. CAPTAIN'S RUNS

17.1 One training session as in Managers Manual

17.2 Use of change room

17.3 Kickers on field for one hour's practice

17.4 Minimum one physio table in change room

18. HOTELS

18.1 ACCOMMODATION

18.1.1 Players to be accommodated on same floor, whenever possible

18.1.2 Team manager to be accommodated in a suite at no extra cost

18.1.3 Remaining team management rooms to be single occupancy of double rooms

18.1.4 All rooms must have bath/shower and remote controlled television

18.1.5 Minimum three rooms will require extra long beds – approx. 2 meters long

18.1.6 Room keys to be provided on a per person basis, i.e. two keys per room

- 18.1.7 Rooms for team doctor and physiotherapist to be larger rooms, next to each other, as far as possible
WITH THE MEDICAL ROOM
- 18.1.8 All rooms to be non-smoking as far as practical
- 18.1.9 Mini bars in players' rooms to be emptied or locked

18.2 TEAM ROOM

- 18.2.1 Large enough room to accommodate minimum 36 seated persons – with 1 table
- 18.2.2 Television with VHS video recording machine connected to it and tuned in to all the local sports channels SATELITE OR DIGITAL
- 18.2.3 Flip chart/white board and three different coloured marking pens
- 18.2.4 Sufficient paper and pens for taking notes
- 18.2.5 Notice board
- 18.2.6 Room to be available AND SECURE on a 24 hour basis
- 18.2.7 Data projector screen
- 18.2.8 In team room if space allows it:
 - 18.2.8.1 Pool table, table tennis table and equipment, dart board
 - 18.2.8.2 TV and video tuned in to all local sports channels
 - 18.2.8.3 Radio
 - 18.2.8.4 Fridge to be installed – stock to be provided by team
- 18.2.9 Room to be available on a 24 hour basis

18.3 MEAL ROOM

- 18.3.1 In team room if space allows it
- 18.3.2 Separate eating room/area away from other quests – or can be screened area in restaurant.

19. PLAYING FIELD

- 19.1 INTERNATIONAL STANDARDS as per IRB

SCHEDULE XIII: Franchise Intellectual Property

SCHEDULE XIV: SA RUGBY Intellectual Property

SCHEDULE XV: IRB Regulation 11

	NON-ADVERTISING							Competition	MANUFACTURER		ADVERTISING (MARKS)	
	National Representative Team Emblem	Team		Player		Manufacturer Marks	National Representative Team		Other			
		Emblem	Name	Number	Name							
Jerseys	100(2)	100(1)	Yes	Yes	Yes	Yes	100(1)	80(1)	160(1)	160(3)		
Shorts	80(2)	100(1)	No	Yes	No	No	No	80(1)	80(1)	80(1)		
Socks	No	No	No	No	No	No	No	15	No	No		
Boots	No	No	No	No	No	No	No	Yes	No	No		
Tracksuit	100(2)	100(1)	Yes	Yes	Yes	Yes	No	80(1)	325(1)	325(3)		
Medical	No	Yes	Yes	No	No	No	No	No	160(1)	160(1)		
Case												
Ball	Yes	Yes	Yes	No	No	No	Yes	160(1)	No	No		

Note : (i) The number e.g. 100, relates to the aggregate maximum total square centimetres which can be carried

(ii) The number in brackets e.g. (2), relates to the maximum number of that category of emblems names or marks which can be carried.

SCHEDULE XVI: Perimeter Board Rate Card

- To be provided by Megapro