

ISAF Regulations

Gaming and Betting Rights - Regulation 25.14

A submission from the Executive Committee

Purpose or Objective

To insert the appropriate clauses as provided as model clauses by ASOIF to its members to ensure appropriate coverage of Betting and Gaming Rights.

Proposal

Commercial Rights

25.14.1 ISAF exclusively owns and controls all commercial rights in and to the ISAF Events, such Commercial Rights to include, without limitation and in each case on a worldwide basis, all:

- (a) audio, visual and audio-visual and data rights (in every medium, whether or not existing as at the date of these Regulations);**
- (b) sponsorship, advertising, merchandising, marketing and other forms of rights of association;**
- (c) ticketing, hospitality and other concession rights; and**
- (d) other rights to commercialise the ISAF Events (including without limitation any so-called "event rights" and any right to authorise the taking of bets on the ISAF Events.**

25.14.2 ISAF shall be entitled to exploit the Commercial Rights in such manner as it considers appropriate, including granting licences in respect of the same (or part thereof) to relevant Member National Authority or other third party(ies) from time to time.

Current Position

None.

Reasons

To complement the clauses in the ASOIF Model Hosting Agreement as used by ISAF for its events it was found necessary by ASOIF to create "cut and paste" model clauses for its member IFs to insert directly into their Statutes in order to define these "Betting and Gaming rights" and to establish ownership for the primary rights holder – the IF. The purpose is, as with other commercial rights, to create a position whereby they could be allocated between the IF and the Host as may be agreed on a case-by-case basis.
