

Scotiabank
CONCACAF
LEAGUE
★

2022 COMMERCIAL REGULATIONS



I. COMMERCIAL MATTERS

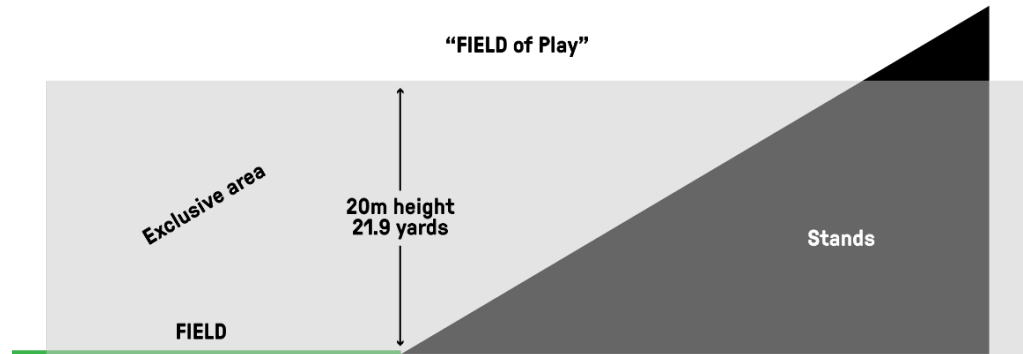
A. Mission:

The marketing of the Scotiabank Concacaf League (SCL) is focused on the sole principle of creating sustainable revenues for their re-investment into the development of this competition across its functional areas. This commitment falls in line with Concacaf's mission to develop, promote, safeguard, and manage football throughout the region with integrity, transparency, and passion, to inspire participation in the game.

B. Definitions:

1. "Commercial Rights" means any and all commercial, intellectual property and media rights and opportunities in and in relation to the SCL, including without limitation: financial rights, business rights, economic rights, product rights, media rights, data rights, marketing and merchandising rights, sponsorship and promotional rights and incorporeal rights such as trademarks, logos, emblems and rights arising under copyright law.
2. "Media Rights" means the right to create, distribute and transmit on a linear and/or on demand basis for reception on a live and/or delayed basis anywhere in the world by any and all means and in any and all media, whether now known or devised in the future (including, without limitation, all forms of television, radio, wireless and internet distribution), audiovisual, visual and/or audio coverage of all SCL matches ("Match coverage") and all associated and/or related rights, including fixed media and interactive rights.
3. "Marketing Rights" means the right to advertise, promote, endorse and market the SCL; to conduct public relations activities in connection to the SCL; and to exploit all advertising, sponsorship, hospitality, licensing, merchandising, publishing, betting, gaming, retailing, music and franchising opportunities and all other commercial association rights, including through ticket promotions, in relation to the SCL.
4. "Data Rights" means the right to compile and exploit statistics and other data in relation to the SCL.

5. “Exclusive areas” means the areas of the stadium that a club must provide to Concacaf free of any commercial signage (regardless of the type of signage - temporary or permanent) for the exploitation and protection of the SCL partners and Concacaf during the term. These areas include, but are not limited to, the following:
- a. The area comprised from the field of play and up to 20 meters (65 feet) off the field of play.



- i. Concacaf does not consider any LED signage as permanent signage.
 - ii. Locker Rooms, Press Conference Room, Press Area, Photo Work room, Mix Zone, Concacaf Controlled Suites, Press Box, Fan Festival, Hospitality Areas, and any other area dedicated to production of the events.
6. “Term” means the period starting the morning of match day -1 (MD-1) and ending on the morning after match day +1 (MD+1) for the duration of the club’s participation in the SCL.
7. “Partner” is any party accepted by Concacaf under contract to exercise the commercial rights (or any other right) of the SCL and that participates directly or indirectly in the financing of the competition.
8. “Non-commercial purposes” means activities without any direct or indirect third-party association, necessary for (i) a club to advertise its own participation in the SCL matches, (ii) internal archiving purposes and (iii) internal library purposes but excluding commercial rights and any other activity Concacaf considers commercial in nature.

II. OFFICIAL NAME OF THE COMPETITION AND OFFICIAL MARKS

- A. The official name of the tournament for the 2022 edition is the Scotiabank Concacaf League.
- B. Concacaf, in its sole discretion can change the official name of the competition and include a Title or Presenting Sponsor in the official name and the official marks.
- C. Upon written notice to the participating teams of any changes to the official name and marks of the competition, teams must start using the new versions and undertake a comprehensive review and update process of the team's communications, digital, marketing and promotional platforms to assure that the new logo is implemented across all of them.

III. INTELLECTUAL PROPERTY

- A. Concacaf is the exclusive owner of all intellectual property rights of the competition, including any current or future rights of Concacaf names, logos, brands, music, medals, and trophies. Any use of the aforementioned rights requires prior written approval from Concacaf and must comply with any conditions imposed by Concacaf.
- B. Any material proposed by Clubs that includes intellectual property of the competition requires prior approval from Concacaf and should be shared with Concacaf in writing at least 5 business days prior to the specific date in which the material is intended for use.

IV. UNIFORM (COMMERCIAL)

A. Official tournament patch(es)

In accordance with Section XIII.G of the SCL Regulations, Concacaf will have the right to provide teams with up to two official patches that teams are obligated to affix onto the "sleeve free zone", as outlined below

1. For the 2022 SCL edition, teams are required to affix the official SCL patch onto the right arm sleeve as shown below.



B. Sleeve free zone

1. Concacaf requires that the team uniforms used in the SCL include a sleeve free zone on the right sleeve where the official SCL patch can be properly placed without any obstruction. Teams should communicate to Concacaf if there are any concerns with abiding by this to determine the best approach on a case-by-case basis.
2. The sleeve free zone on the right sleeve for the official SCL patch must be 3 inches wide by 5 inches high.

C. Other apparel MD-1 and MD

1. Teams, technical directors, and team delegates participating in the SCL agree to utilize team official apparel on MD-1 and MD official SCL activities, that does not include any commercial brands, other than the ones of SCL commercial partners. These include, but are not limited to stadium jackets, rain rackets, hats, polo shirts, socks, etc.

D. Scotiabank Concacaf League Champions Badge

1. The winning club of the 2022 Scotiabank Concacaf League will have earned the right to receive the ‘Concacaf League Champions 2022’ Badge patch that can be worn as outlined in the terms of usage document that will be shared with the winning club.
2. The ‘Concacaf League Champions 2022’ Badge contains Concacaf intellectual property protected by copyright and/or trademark. The ‘Concacaf League 2022’ Badge remains the property of Concacaf at all times.

V. COVERING SIGNAGE AND OTHER SPECIAL MATERIAL USED IN STADIUM

- A. Participating clubs are responsible for covering any commercial, institutional, or third-party signage within the “Exclusive Areas” (if unable to be removed) at their host stadium with material in a matte finish and in a color that makes it seamless on TV. The use of low-quality, glaring material or the inappropriate coverage of such signage will not be approved. If there is any signage within the exclusive area that cannot be covered for any reason, the Club must inform Concacaf **at least 15 days** prior to the applicable match and submit photos

of said signage for review and approval by Concacaf. Any expenses associated with the appropriate covering of said signage are the responsibility of the participating host club and any failure to comply with this will be subject to evaluation by Concacaf's disciplinary committee. All commercial and institutional signage must be covered by the host Club no later than the day before the match, prior to the start of the official training sessions of the participating teams.

- B. Coolers, water bottles, towels, bibs, medical bags, stretchers, golf carts, team bags, and any other special materials used in stadium on MD-1 and MD must be clean of any Commercial brands, other than the ones of SCL commercial partners.

VI. Tickets

Note: This section is only applicable in the event that fans are allowed in attendance for any given match based on guidance from local authorities on a case-by-case basis due to the ongoing uncertainty around the Covid-19 pandemic. In the event that fan attendance is permitted in a limited capacity, Concacaf will work together with the host Club to determine the appropriate ticket allotment requirements and locations to ensure that proper social distancing and health measures are being followed.

A. Ticket stock

1. Participating teams are required to submit to Concacaf a sample of the match ticket for review and approval **no later than 15 days** prior to the match date. Such design must not include any commercial brands other than those of SCL's official sponsors.
2. Concacaf shall be granted a reservation of right to provide the Event branded ticket stock, at its own expense for the team's home games.
3. Teams must use this ticket stock at the stadium box office and in other points of sale controlled by the team.
 - a. Teams will work with its ticketing partner to update the "print-at-home" ticket design for their SCL matches to include the Event official partners and protect the tournament from competing brands.
4. Participating teams agree to submit to Concacaf for pre-approval, the pricing plan for match tickets within ten business days of the announcement of the schedule in addition to **at least 15 business days** prior to any upcoming match that is not already covered by the initial pricing plan. This ticketing plan must include any proposal by the Club to offer any complementary tickets or inclusion of tickets to any SCL matches within their season ticket packages which must be previously

reviewed and approved by Concacaf. In the event that the Club does not comply with this request, this may be subject to evaluation by Concacaf's disciplinary committee.

B. Participating Clubs agree to give priority to Concacaf's ticket, suite, and parking pass requests - including by providing the locations and categories requested - before assigning or offering any tickets to the Club's season ticket holders and/or before opening for general ticket sale.

1. Teams agree to provide to Concacaf, free of charge, the following tickets, suites, and parking spaces:
 - a. Four (4) suites to each game for Concacaf's Commercial use (cost for catering will be covered by Concacaf separately).
 - b. In addition to the above commercial requirements, the Visiting Club must also receive a separate suite and 30 tickets (Category A) for the visiting staff and officials. If the stadium does not have suites available, the local Club must provide a minimum of 30 additional tickets (Category A) in an area that provides protection for the visiting delegation.
 - c. Suite availability, location and capacity should be confirmed in writing to Concacaf **at least 30 days** before each applicable match date.
 - d. In case the team cannot provide the before mentioned suites due to the stadium structure or no suite availability, the team agrees to provide Concacaf with a space to host a pre-game VIP hospitality event and an additional 20 best category, premium seating (category A) tickets for every non-available suite.
 - e. For teams advancing to the tournament Finals, the host Club will be required to provide two (2) additional suites to Concacaf, including one at midfield for the use of Concacaf protocol.
2. Teams agree to support Concacaf in securing four (4) additional suites per match if and when required; Concacaf will advise the team should additional suites be required at least one month before the relevant match day.
3. A maximum of 300 best category (category A) tickets for each game; Concacaf asks that these tickets are located at midfield and in the lower section closest to the field.

4. A maximum of 150 standard category (category B) tickets for each game; Concacaf asks that these tickets are located in the best location possible.
5. The visiting club will receive one suite and 30 tickets (category A) for club officials and guests. If the venue does not have suites, the host club will provide an additional 30 tickets (category A) in a sectioned off area that has security.
6. All tickets should be located in a secure area in the stadium, previously agreed on by the team and Concacaf.
7. Forty (40) parking spaces.
8. Additionally, teams agree to make available to Concacaf, for each game, up to 500 tickets for purchase, of any category, at a discount of 20%, subject to availability.
9. Concacaf is to receive all tickets, physically or electronically, from the Club at least two weeks before match day. Concacaf ticket allotment location should be confirmed in writing to Concacaf at least 30 days before the applicable match date. Suite, ticket, and parking information must be submitted in the official request form provided by Concacaf.
10. Teams to share with Concacaf for review and approval all ticket related promotions including but not limited to complimentary tickets, special offers for ticket packages, and anything similar in nature to the already mentioned.
11. Teams not complying with the suite, ticket and parking pass requests will be subject to financial penalties.

VII. TROPHY

- A. Trophies awarded to winners of the SCL (past and current) must remain within the relevant team's control at all times and must not leave the region or country of its association without Concacaf prior written consent. Teams must not permit the SCL Trophy to be used in any context where a third party (including, without limitation, their sponsors and other commercial partners) is granted visibility or in any other way which could lead to any perceived association between third party and the trophy and/or the competition.

VIII. DIGITAL STADIUM SIGNAGE AND AUDIO/VISUAL BRANDING

- A. If the stadium has any digital signage (such as, but not limited to stadium video screen, electronic message boards, LED boards, ribbon boards and IPTV) they will exclusively be reserved for Concacaf messages and usage. Any other usages, including the use of Club institutional messages and branding, will need to be approved by Concacaf explicitly and in writing. The use of such digital mediums, including the LED field board system in the stadium, shall be provided to Concacaf at no additional costs.
- B. The results of other SCL matches can be shown on the scoreboard and/or giant screen during the match, while simultaneous transmissions and replays of the game are authorized for press monitors and closed-circuit channels only. Moreover, the host club must ensure that such footage is transmitted on the giant screen during the match only when the ball is out of play and/or during the half-time interval or break before extra time (if any) and that it does not include any images that:
1. May have an impact on the playing of the match;
 2. May be reasonably considered as controversial insofar as they are likely to encourage or incite any form of crowd disorder;
 3. May display any public disorder, civil disobedience or any commercial and/or offensive material within the crowd or on the pitch; or
 4. May be deemed to criticize, undermine or damage the reputation, standing or authority of any player, match official and/or any other party at the stadium (including any images that are aimed at highlighting, directly or indirectly, any offside offence, fault committed by a player, potential mistake of a match official and/or any behavior which is contrary to the principle of fair play).

IX. PUBLIC ANNOUNCEMENTS

- A. No commercial messages, other than those approved in writing by Concacaf, may be read over the public-address system prior to, during and after an SCL game.
- B. Concacaf will provide the teams with a Public Announcement script that will need to be followed and not amended by the teams.
- C. Teams' informational messages, including the promotion of upcoming games, may be permitted if such messages do not carry any commercial association and if such messages are expressly approved in writing by Concacaf.

- D. No commercial or institutional messages, other than those approved in writing by Concacaf, may be read over the public-address system prior to, during and after a SCL game.

X. EXPLOITATION OF COMMERCIAL RIGHTS

- A. Concacaf is the exclusive, absolute legal and beneficiary owner of the commercial, media, marketing, and data rights. Concacaf expressly reserves all commercial rights and is exclusively entitled to exploit, retain, and distribute all revenues derived from the exploitation of such commercial rights. Concacaf may appoint third parties to act as brokers or agents on its behalf and/or as service providers in the exploitation of some or all of the commercial rights.

At all times, Concacaf reserves all its rights to exploit, sell, create, license, sublicense, and dispose of merchandising rights for the Competition, and to authorize and license others to do so. Participating Teams are not authorized to create or sell their own co-branded merchandise without the prior written approval of Concacaf; Concacaf, however, may appoint a third-party licensee to work directly with each participating Team and local licensees, if any, to establish any product offering and associated royalties from local merchandising of co-branded products, when previously authorized and confirmed in writing by Concacaf.

- B. Promotional purposes:

1. All teams participating in the competition must grant Concacaf the right to use and authorize others to use photographic, audio-visual and visual material of the club, players and officials (including their names, relevant statistics, data and images), as well as the team name, logo, emblem, stadium image and team shirt (including references to the shirt sponsors and kit manufacturers) free of charge and worldwide for the full duration of any rights for (i) non-commercial, promotional and/or editorial purposes and/or (ii) as reasonably designated by Concacaf.
2. No direct association will be made by Concacaf between individual players or teams and any partner, other than for match-up specific initiatives featuring at least two participating teams, or for any content series that features multiple teams and/or multiple players participating in SCL. On request, the teams must supply Concacaf free of charge with all appropriate material as well as the necessary documentation required to allow Concacaf to use and exploit such rights in accordance with this section.

- C. Participating teams agree to provide to Concacaf the right to use the official team marks on a royalty free basis and without restriction as follows:

1. For the purposes of promoting the event by SCL institutional and media rights holders including television, radio, internet, media.
2. For use by official SCL Commercial Partners, on a collective basis for the tournament as a whole and round by round with the remaining teams.
3. For use individually by Concacaf paired with the opponent's logo for match day specific ticket sales and tune-in promotions.
4. On all official SCL licensed merchandise.
5. In the event that a participating Club reaches and wins the SCL Final, Concacaf requires that the winning Club uses the official Champions shirt to be provided by Concacaf during the awards ceremony. For this activation, Concacaf may look to use the official team marks individually for the purposes of creating a customized champions t-shirt to be worn by the winning team during the SCL Final awards ceremony. This same shirt may be offered by Concacaf for sale to fans and Concacaf will work together with the winning team to mutually agree on the design and a royalty share for any relevant sales.

D. Advertising and Promotion:

1. Responsibility: With respect to the SCL, Concacaf holds the sole right to nominate partners. In principle, the partners nominated by Concacaf, as well as their products and services, enjoy the exclusive right to commercially exploit the SCL and to conduct commercial promotions related to the SCL.
2. All current, or future names, terms, symbols (including trophy), logos or mascots, or other artistic, graphic, and musical forms concerning the SCL may be used only by the partners in connection with the commercial rights. In every case, written approval from Concacaf is required.
3. The teams undertake to guarantee Concacaf optimum support in the implementation of the commercial rights, and to refrain from taking any steps that would encroach upon the abovementioned rights of the SCL partners.
4. Each club must support and ensure that its players, officials, and other employees also support the commercial program established by Concacaf for the exploitation of the commercial rights including with no limitation to game presentation assets such as match ball carrier, man of the match, flag bearers and mascot kids (if applicable), as well as to the final awards ceremony inclusive of individual sponsor awards, wearing the champions shirts during the awards ceremony, etc. Additionally, Teams may be asked to provide support with having at least five (5) participating team players sign up to ten (10)

items such as match balls or jerseys (to be provided by Concacaf) throughout the competition for possible commercial use by Concacaf.

5. Each club will ensure that it supports all SCL specific tournament promotions in their respective marketplace. For the 2022 edition, Concacaf may implement new fan initiatives such as interactive fan cameras and screens in-stadium to allow fans the opportunity to interact with players from home. This may require Concacaf or a third party acting on its behalf to install cameras in the Exclusive Areas such as in the field perimeter or in the locker room tunnel. As such, Teams may be asked to provide support in coordinating with the stadium for any necessary setup, installation, and dismantling. Concacaf will control the content on those cameras and screens.
6. Concacaf or a third party acting on its behalf will provide static advertising boards (in venues where Concacaf is not using the existing static field boards and/or LED infrastructure as described in Section 8.a) and will be responsible for installation and dismantling within two days of the match.
7. The teams undertake to observe Concacaf instructions regarding the exclusive area. The teams undertake to have Concacaf exclusive areas available two (2) days before match day for branding purposes and the field of play available one (1) day before match day for fieldboard installation, during Group Stage, Quarter Finals and Semi-Finals.
8. Given the possibility of stadium attendance and capacity restrictions during the competition, Concacaf or a third party acting on its behalf may install additional branding such as seat covers/seat tarps in the seating areas of the stadium. The Teams undertake to inform their stadiums about this and support Concacaf in coordinating with the stadium to obtain proper measurements and for any necessary setup, installation and dismantling of this additional branding prior to and after the match.
9. The teams undertake to inform their stadiums about Concacaf commercial guidelines immediately following the SCL Draw and Team Workshop and to work in conjunction with the stadium to comply with these requirements.
10. It will be the responsibility of the club to inform Concacaf in writing about any impediment in complying with the commercial regulations **at least 30 days** before the start of the tournament. Each club must (where applicable) assist Concacaf in combating activities that undermine Concacaf's commercial program and the value of its commercial rights.

11. The commercial exclusivity granted to the official Concacaf SCL partners in the exclusive areas, includes the right of Concacaf to allow promotional activities by partners such as, without limitation, commercial spots on stadium screens and scoreboard, promotions including all game presentation as well as product display, product sampling, brand promotions and other such activities during press conferences and official Concacaf events and activities, as designated and requested by Concacaf. Teams will be requested to facilitate the existing lists of club and stadium sponsors, respectively.
12. Only the logos of official Concacaf SCL partners may be displayed at press conferences, flash zone interviews and mixed zone at SCL matches. The official team clothing of all players, coaches and team personnel participating in press conferences and/or interviews on MD-1 and MD must be free of sponsor advertising as well.
13. When posters, tickets and official printed materials connected with the SCL are being designed, due attention must be paid to ensuring that any advertising overprint is solely that of the official Concacaf SCL partners. Concacaf will work directly with the teams to assure that proper, clean ticket stock is pre-produced for use at the stadium box office on MD-1 and MD. Teams also have to comply with redesigning the online, “print-at-home” tickets assuring only official Concacaf SCL partners are featured. This may require teams to work directly with their ticketing partners to comply with this requirement.
14. Commercial Partner Activation at SCL League matches:

Note: This section is only applicable in the event that fans are allowed in attendance for any given match based on guidance from local authorities on a case-by-case basis due to the ongoing uncertainty around the Covid-19 pandemic. In the event that fan attendance is permitted in a limited capacity, Concacaf will work together with the host Club to determine the appropriate on-site activations to be carried out to ensure that proper social distancing and health measures are being followed.

- a. Teams will provide Concacaf an allocation of space, of no less than 10,000 square feet, in proximity to the stadium for the purposes of sponsor displays and activation, without restriction, subject to availability. During the knockout rounds, teams will provide Concacaf an allocation of space, of no less than 50,000 square feet. For clarity, only official Concacaf SCL competition sponsors will be allowed to activate in the fan activation space during SCL matches. Club sponsors will not be permitted to setup commercial

related fan activations during SCL matches. Any request to activate at an SCL match for any Club-specific fan activations must be submitted to Concacaf's commercial team for review and approval.

- b. Teams must ensure that no promotional materials (e.g., signs, thunder sticks, seat cushions, etc.) are handed out to fans entering the stadium and that no promotional materials are allowed to enter the stadium without the prior written approval of Concacaf.
- c. Game presentation elements, such as ball kids, flag bearers and player escorts are considered Concacaf commercial assets and as such are controlled by Concacaf and part of the commercial program to be exploited exclusively by official SCL commercial Partners. The flag bearer and player escort programs will only apply where local regulations and authorities allow given the ongoing Covid-19 pandemic as the safety and health of all participants is top priority. A virtual protocol solution may be implemented by Concacaf as an alternative solution during the pre-match protocol which is to appear on broadcast.
- d. Stadium Seating: In accordance with article 18.3 of the SCL Regulations, field-side seating is not permitted, and all non-permanently fixed seating must be approved by Concacaf.
- e. Participating Clubs should support Concacaf with any request to brand the suites that are provided by the Club to Concacaf and/or to the official SCL sponsors with the competition marks and/or marks of the official sponsors of the competition Suite branding costs are at the expense of Concacaf and/or the relevant SCL sponsors.

XI. IMPORTANT DATES

1. Participating teams must inform Concacaf in writing **at least 30 days** before the start of the tournament about any impediment the stadium may have in complying with any of the commercial requirements.
2. Confirm to Concacaf the suite availability, location, and capacity **30 days** before match day.
3. Give access to Concacaf or a third party acting on its behalf to exclusive areas and field of play **two (2) days** prior to match day for branding purposes and **one (1) day**

prior to match day for fieldboard installation, during the Group Stage, Quarter Finals and Semi-Finals.

4. Give access to Concacaf or a third party acting on its behalf to exclusive areas and field of play **at least four (4) days** prior to the First Leg and Second Leg Final for branding purposes and fieldboard installation.
5. To submit promotional material including but not limited to any content for print, tv, internet, social media, promotional videos, and ticket design to Concacaf for review and approval **at least 30 days** before match day.
6. To submit activation proposals and promotional plans to Concacaf **at least 30 days** before match day.
7. Facilitate the existing club and stadium sponsor list respectively, **30 days** before match day.

XII. DISPUTE RESOLUTION

- A. For the avoidance of doubts, if there is any difference in interpretation and/or dispute regarding these regulations, the prevailing resolution will be the one provided by Concacaf.
- B. In its sole opinion and absolute discretion, Concacaf reserves the right to amend these SCL Commercial Regulations at any point in time. These SCL Commercial Regulations shall form part of and should be read in conjunction with the SCL Regulations, as approved from time to time.