

# ActionPPV Club Broadcast Rights Agreement

Version 1.0 · Action PPV Limited (company no. 17406295)

## How this document works

This agreement is accepted once, when you register your club. It sets out the rights you grant ActionPPV, the promises you make about each event, and how money and refunds work.

It works alongside three other documents:

| Document                     | Who accepts it | When                            |
|------------------------------|----------------|---------------------------------|
| <b>This agreement</b>        | Club owner     | Once, at club signup            |
| <b>Event Rights Warranty</b> | Club owner     | Every time you publish an event |
| <b>Fan Terms of Sale</b>     | Fan            | At purchase                     |

**Participant Consent & Release** Each fighter or participant Collected by you, before the event

A single tick at signup is not enough on its own. Rights differ from show to show, so you re-confirm the key promises each time you publish an event. That is explained in clause 4.

## 1. Who this is between

1.1 **"ActionPPV", "we", "us"** means **Action PPV Limited**, a company registered in England and Wales under company number **17406295**, whose registered office is at [REGISTERED OFFICE ADDRESS], trading as ActionPPV at actionppv.com.

1.2 **"You", "the Club"** means the organisation that registered the club account. The individual accepting this agreement confirms they are authorised to bind that organisation.

1.3 This agreement starts on the date you accept it and continues until either party ends it under clause 14.

## 2. Definitions

**Event** — a live sporting event you create on the platform.

**Broadcast** — the live transmission of an Event through ActionPPV.

**Recording** — the video and audio file produced by ActionPPV's systems from a Broadcast, including any replay, clip, highlight or derivative made from it. It does **not** include footage you shoot separately on your own equipment outside ActionPPV.

**Participant** — anyone taking part in an Event who appears or is heard in a Broadcast or Recording: competitors, coaches, cornermen, officials, referees, announcers, presenters and performers.

**Pass** — a paid or free access link sold or issued through ActionPPV entitling a fan to watch an Event.

**Gross Receipts** — the total amount paid by fans for Passes to your Events, before deduction of the Platform Fee.

**Platform Fee** — 20% of Gross Receipts, or 15% for Events we designate as referral events. The Platform Fee is all-inclusive: payment processing costs are absorbed by us, not charged on top.

**Club Share** — Gross Receipts minus the Platform Fee. Currently 80%.

### 3. What you are promising us about rights

**3.1 The core promise.** You warrant that you hold, or have obtained in writing, every right and permission needed for ActionPPV to broadcast, record, store, distribute, promote and commercially exploit each Event. This includes:

**(a) Participants.** Written consent from every Participant to be filmed, broadcast live, recorded, and to have that footage commercially exploited and sold, worldwide and in perpetuity. You must use our Participant Consent & Release form, or a form we have approved in writing.

**(b) Promoters and managers.** Confirmation that no Participant is prevented from appearing on a third-party paid stream by a promoter, management or broadcast contract.

**(c) Venue.** Permission from the venue owner or operator for commercial filming and transmission from the premises.

**(d) Sanctioning body.** Any consent required by the governing or sanctioning body for the Event.

**(e) Music.** Licences for any recorded music audible in the Broadcast, including walk-on music, PA music and warm-up playlists. A venue's PRS or PPL licence does **not** cover transmission of a paid stream. If you do not hold the necessary licence, you must not play recorded music while broadcasting.

**(f) Third-party material.** Any branding, logos, sponsor material, artwork or footage owned by anyone else that appears in the Broadcast.

**3.2 Age.** You warrant that every Participant is **aged 18 or over**, and that you have **verified this by inspecting photographic identification**. Believing someone to be over 18 is not enough.

**3.3 Under-18s.** You must not broadcast any Event in which anyone under 18 participates. If we identify a Participant under 18 in a Broadcast or Recording, we may immediately stop the Broadcast, permanently delete the Recording, refund all fans in full, and withhold your Club Share entirely. We do not have to explain or justify this, and we owe you nothing for it.

**3.4 Spectators.** Crowd shots will occur. You must display our Filming Notice at every public entrance to the venue for the whole Event. We provide the notice artwork; displaying it is your responsibility. You must instruct camera operators to avoid deliberately filming children in the crowd.

**3.5 Safeguarding.** You are responsible for safeguarding at your Events. Nothing in this agreement transfers that responsibility to us.

**3.6 Records.** You must keep signed Participant consents and evidence of age verification for **six years** after each Event, and produce them to us within **48 hours** of a written request. Failure to produce them is a material breach.

### 4. The per-event promise

**4.1** Each time you publish an Event, you repeat the promises in clause 3 for that specific Event, as at the moment of publication.

**4.2** We record the date, time, user and agreement version for each Event confirmation.

**4.3** If circumstances change between publishing and the Event — a fighter withdraws consent, a venue objects, a promoter intervenes — you must tell us immediately and cancel or unpublish the Event. Broadcasting anyway is a material breach.

### 5. Ownership of the Recording

**5.1 Assignment.** You assign to Action PPV Limited, by way of present assignment of future copyright, all copyright and other intellectual property rights in each Recording, worldwide, for the full term of those

rights including all renewals and extensions. Action PPV Limited is the owner of the Recording.

**5.2 Fallback licence.** If for any reason the assignment in clause 5.1 does not take effect, you grant us instead a perpetual, worldwide, irrevocable, royalty-free, exclusive and sublicensable licence to use, copy, edit, distribute, publicly communicate, sell and otherwise commercially exploit the Recording in any medium now known or later invented.

**5.3 Live Broadcast.** You grant us all rights necessary to transmit the Event live to fans, and to make the Recording available for replay for the replay window we publish from time to time (currently 48 hours after the Event ends).

**5.4 What we do not own.** Footage you shoot on your own equipment, outside ActionPPV, remains yours. This clause covers only Recordings produced through our platform.

**5.5 Your promotional licence back.** We grant you a perpetual, worldwide, royalty-free licence to use the Recording of **your own** Events for your own **non-commercial promotional purposes** — your social media, your website, your sponsorship decks, your fundraising. You may not sell it, licence it to a broadcaster, or sub-licence it to anyone else without our written consent, and you must not remove ActionPPV branding from it.

**5.6 If we sell footage later.** If we licence or sell a Recording of your Event to a third party, we will pay you **80% of the net revenue we receive** from that sale, after deducting the Platform Fee and any direct third-party costs of the sale. We will account to you for such sales at least annually.

**5.7 Names and marks.** You licence us to use your club name, logo, crest and Participant names and images to promote the Event and the platform, for the duration of this agreement and for a reasonable archival and promotional period afterwards.

## 6. Exclusivity of the live stream

**6.1** You must not stream, broadcast or transmit an ActionPPV Event live on any other platform — including Facebook Live, YouTube, Instagram, TikTok, Twitch or any website — from the scheduled start of the Event until the Broadcast ends.

**6.2** You must not permit any third party to do so, and must take reasonable steps to prevent spectators live-streaming the Event.

**6.3** If a free live stream of your Event appears anywhere, we may cancel the Broadcast, refund all fans in full, and recover those refunds from your Club Share.

**6.4** Short clips (under 60 seconds) posted to social media during or after the Event are permitted and encouraged.

## 7. Money

**7.1 Fee.** We deduct the Platform Fee from Gross Receipts. You receive the Club Share.

**7.2 How you are paid.** Fan payments are processed through Stripe using destination charges, so the Club Share is routed to your connected Stripe account. To be paid, you must complete Stripe onboarding and identity verification. We do not hold your money on your behalf.

**7.3 Pricing.** You set the Pass price for your Events, within any minimum and maximum we publish.

**7.4 Payout timing.** Payouts follow Stripe's standard schedule, and may be delayed where an Event is under investigation, disputed, or subject to a refund event under clause 8.

**7.5 VAT.** ActionPPV accounts for VAT on Pass sales to fans. The Club Share is treated as consideration for the rights granted under this agreement. You are responsible for your own VAT registration and returns,

and must tell us your VAT status and number if you are registered.

**7.6 Chargebacks.** Chargebacks and payment disputes relating to your Events are deducted from your Club Share.

**7.7 Free passes.** We may issue a limited number of free passes per Event for testing, support, press and goodwill. No Club Share is payable on free passes.

## 8. When the stream fails

**8.1 Our fault.** If a Broadcast fails materially because of a fault in ActionPPV's platform or infrastructure, we refund affected fans and absorb the cost. Your Club Share is unaffected for Passes we refund on that basis.

**8.2 Your fault.** If a Broadcast fails materially because of anything on your side — your phone or camera, venue internet, power, the venue itself, your operator, the Event being cancelled, postponed, shortened or not taking place as advertised — we refund affected fans and recover those refunds from your Club Share. If your Club Share does not cover them, you must pay us the shortfall within 14 days.

**8.3 Nobody's fault.** Where the cause is genuinely unclear or outside both parties' control, we decide in good faith how refunds are allocated, and will explain our reasoning to you.

**8.4 Material failure.** A Broadcast has failed materially if it does not start, ends before the main scheduled content concludes, or is unwatchable for a substantial part of the Event. Brief interruptions and quality drops are not material failures.

**8.5 Our decision on refunds is final** as between you and us, and we may refund any fan at our discretion to protect the platform's reputation.

## 9. Our right to stop a broadcast

**9.1** We may stop any Broadcast, unpublish any Event, delete any Recording, suspend your club account or terminate this agreement **immediately, without notice, and without giving reasons.**

**9.2** We will normally do this only where we reasonably believe there is a rights problem, a safeguarding concern, illegal or harmful content, a breach of this agreement, or a risk to the platform — but we are not required to justify the decision.

**9.3** We are not liable to you for any loss arising from doing so, including lost revenue, lost sponsorship or reputational harm.

**9.4** Where we stop a Broadcast for a reason attributable to you, fans are refunded and clause 8.2 applies.

## 10. What we are responsible for

**10.1** We provide the platform on a reasonable-efforts basis. We do not guarantee uninterrupted or error-free streaming.

**10.2** We are not liable for anything happening at your Event, for your Participants, your venue, your safeguarding, or your compliance with sanctioning body rules.

**10.3** We may change platform features, the replay window, and technical requirements. Material changes to fees or this agreement are handled under clause 15.

## 11. Your indemnity

**11.1** You indemnify Action PPV Limited against all claims, losses, damages, fines, legal costs and expenses arising from:

- (a) any breach of the promises in clause 3 or 4;
- (b) any claim by a Participant, promoter, manager, venue, sanctioning body, music rights holder or other third party relating to an Event, Broadcast or Recording;
- (c) any injury, death or damage occurring at your Event;
- (d) any safeguarding or under-18 issue relating to your Event;
- (e) any breach of clause 6 (exclusivity).

**11.2** This indemnity is **uncapped** for claims under 11.1(a), (b) and (d), and survives termination.

## 12. Our liability to you

**12.1** Nothing in this agreement limits liability for death or personal injury caused by negligence, for fraud, or for anything that cannot lawfully be limited.

**12.2** Subject to 12.1, we are not liable for loss of profit, loss of revenue, loss of opportunity, loss of goodwill, or any indirect or consequential loss.

**12.3** Subject to 12.1, our total liability to you under this agreement is capped at the total Platform Fees we have received from your Events in the 12 months before the claim arose.

## 13. Data protection

**13.1** Each party is an independent controller of the personal data it handles under this agreement. We are controller of fan purchase data; you are controller of Participant consent records and your own membership data.

**13.2** You must handle Participant consents and identification data in line with UK GDPR, keep them secure, and delete them once the six-year retention period in clause 3.6 has passed.

**13.3** Our processing of your data is described in the ActionPPV Privacy Policy.

## 14. Ending this agreement

**14.1** You may close your club account at any time by written notice to us.

**14.2** We may terminate immediately under clause 9, or on 30 days' notice for any other reason.

**14.3** Termination does not affect Events already published and sold; those run to completion unless we exercise clause 9.

**14.4 What survives.** Clauses 3.6 (records), 5 (ownership — permanently), 7.6, 8, 11 (indemnity), 12, 13 and 16 survive termination. **Our ownership of Recordings made before termination is permanent and is not affected by termination.**

## 15. Changes to this agreement

**15.1** We may update this agreement. We will notify you by email and in the club dashboard at least 14 days before material changes take effect.

**15.2** Continuing to publish Events after the change takes effect means you accept the new version. If you do not accept it, you may terminate under clause 14.1.

**15.3** Each Event is governed by the version of this agreement in force when that Event was published.

## 16. General

**16.1 Whole agreement.** This agreement, together with the Event Rights Warranty and our published policies, is the whole agreement between us on this subject.

**16.2 No partnership.** Nothing here creates a partnership, joint venture or employment relationship.

**16.3 Assignment.** You may not assign this agreement without our written consent. We may assign it to a group company or a buyer of our business.

**16.4 Third parties.** No one other than you and us has rights under this agreement.

**16.5 Severability.** If any clause is unenforceable, the rest continues in force.

**16.6 Governing law.** This agreement is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

## Acceptance

By ticking the acceptance box, you confirm that:

you are authorised to enter into this agreement on behalf of your club;

you have read and accept it in full;

you understand that **ActionPPV owns the Recordings** made through the platform and may sell or licence them, and that you receive 80% of net revenue if we do;

you will obtain written consent from every Participant, **verify that every Participant is 18 or over by checking photographic ID**, and keep those records for six years.

*Action PPV Limited · Registered in England and Wales, company no. 17406295 · actionppv.com*

## Event Rights Warranty — publish dialog text

Displayed each time a club publishes an event. Requires an explicit tick every time.

**Before you publish this event, confirm:**

Every fighter and participant is **18 or over**, and you have checked photo ID.

Every participant has signed the ActionPPV consent form, including consent for ActionPPV to sell and distribute the footage.

No participant is blocked from appearing on a paid stream by a promoter, manager or broadcaster contract.

The venue has agreed to commercial filming and streaming.

You will not stream this event live anywhere else.

You will display the ActionPPV filming notice at every entrance.

You either hold a licence for any recorded music played during the broadcast, or you will not play recorded music.

☐ I confirm all of the above for this event, on behalf of [Club Name].

*This repeats clauses 3 and 4 of the Club Broadcast Rights Agreement (v1.0), which you accepted on [date].*