

ANNEXURE A - STADIUM GUIDELINES

1. DEFINITIONS

For the purpose of this Annexure D, a reference to:

- 1.1. the "Pitch Area" shall have the meaning set out in Paragraph 6 of this Annexure;
- 1.2. the "Stadium Building" shall have the meaning set out in Paragraph 7 of this Annexure;
- 1.3. the "Stadium Perimeter" shall have the meaning set out in Paragraph 8 of this Annexure;
- 1.4. the "Stadium Plan/s" shall have the meaning set out in Paragraph 4 of this Annexure;
- 1.5. the "Stadium Screen" shall mean one or several monitor(s) in the Stadium on which moving images are displayed to the persons granted the right to access the Stadium.
- 1.6. the "Stands" shall have the meaning set out in Paragraph 3.5 of this Annexure;
- 1.7. the "Tribune d'Honneur" shall mean the area of the stands separated and reserved for Protocol purposes as more fully set out in Paragraph 15 of this Annexure;

2. PROVISION OF STADIUM

- 2.1. The Stadium Authority shall provide FIFA and the LOC with Stadiums of highest technical, infrastructure and construction level, all complying with FIFA's technical, security and other requirements set forth in the List of Requirements, this Agreement, the respective applicable FIFA Regulations and with FIFA's directives.
- 2.2. The Stadium Authority shall ensure that the Stadium meets the requirements for Stadiums as set forth in this Agreement, the List of Requirements, the "Technical Recommendations and Requirements for the Construction or Modernisation of Football Stadiums" to be issued by FIFA, the 2010 Technical Annex to be issued by FIFA and further directives regarding the Stadiums which are necessary for the successful staging and hosting of the Competition as may be issued by FIFA from time to time.
- 2.3. FIFA shall have the right to carry out Stadium inspections at its sole discretion and issue directives based thereon. The Stadium Authority shall organise such Stadium inspections at the directive of FIFA.
- 2.4. FIFA reserves at all times the right to reject the selection of a Stadium in case of non-compliance with FIFA's requirements as well as to issue new directives with regard to Stadiums.
- 2.5. The Stadium Authority shall ensure with the competent national, provincial and local government authorities, by entering in respective agreements and by obtaining the respective rights, that the Stadiums are under the full control of FIFA and may be operated as set forth in this Agreement and in accordance with this Agreement and the FIFA Regulations and directives.
- 2.6. FIFA, the FIFA Broadcast Partner and the Commercial Affiliates shall have the right to use the Stadium and the Stadium infrastructure free of charge. Other Broadcast Rights Holders, including the Host Broadcaster may be charged for the use of utilities such as power, gas and water.

3. STADIUM DEFINITION

- 3.1. Each Stadium comprises the Stadium Building and the Stadium Perimeter.
- 3.2. The Stadium Building comprises the Field of Play, the Pitch Area, the Stands and the physical Stadium buildings.
- 3.3. The Field of Play shall be the pitch on which the Match takes place as defined in FIFA's Laws of the Game.
- 3.4. The Pitch Area shall be the Field of Play and the adjacent area up to the demarcation of the Stands.
- 3.5. The Stands shall be the seating area for the spectators.
- 3.6. The Stadium Perimeter shall be the area directly adjacent to the Stadium Building under the full access and operative control of the LOC in collaboration with the competent government authorities and FIFA. The Stadium Perimeter shall contain enough space to allow the security requirements to be implemented as well as for the Competition and Stadium operation, the broadcast compound, parking, access, protocol, storage, entertainment, hospitality, selling of food, beverage and other products and all activities of FIFA, the LOC, the Commercial Affiliates and the Broadcast Rights Holders in connection with the Competition.
- 3.7. Parking spaces being used for the Competition, which are not directly adjacent to the Stadium Building shall nevertheless be part of the Stadium Perimeter. The LOC shall ensure the respective rights in accordance with this Agreement.
- 3.8. To the extent the Stadium Perimeter is fenced, the inside and the outside of the fences shall be part of the Stadium Perimeter.

4. STADIUM PLANS

- 4.1. The Stadium Authority shall provide the LOC with the detailed plans of the Stadium by 10 January 2007, 10 January 2008, 10 January 2009, 10 January 2010 or by the request of the LOC, including the -
 - (a) Stadium Building (including the planned use of rooms and hallways)
 - (b) Stadium Perimeter
 - (c) Stadium Access (from the exist of public transportation and the spectators parking not directly adjacent to the Stadium Building)
 - (d) Camera Positions
- 4.2. The seating in the Stands and the Boxes is subject to specific seating maps as set forth in Paragraph 5.
- 4.3. The Stadium Plans shall be provided in electronic form and hard copy.
- 4.4. The Stadium Plans are subject to the LOC's and/or FIFA's approval.
- 4.5. Any modifications to the Stadium Plans must be immediately notified to the LOC.

5. STADIUM CAPACITY/SEATING

- 5.1. The Stadium shall have the following spectator capacity:
- (a) the group matches in the first round (except the opening Match), the round of 16 and the quarter-finals (excluding Media and VIPs) min 40,000;
 - (b) for the opening Match, semi-finals and finals (excluding Media and VIPs) min. 60,000. Total capacity including VIP's and Media to be 65 000 net capacity making provision for security and future new media requirements
- 5.2. The Stadium shall provide seats for every spectator implementing the requisite safety standards. Each spectator shall be allotted an individual, numbered seat with a backrest at least 30 cm high. All the seats should preferably be under cover.
- 5.3. The Tribune d'Honneur and the work positions for the Media must be under cover. The first row for spectators shall, in principle, be 2.5 m above pitch level.
- 5.4. The Stadium Authority shall define each seat in each Stadium and allocate a number to it in accordance with the seating structure in the respective Stadium and the respective FIFA Regulations.
- 5.5. As soon as the data is available or by 15 August 2009 at the latest, the Stadium Authority shall provide the LOC with the seating plan (in electronic form and hard copy) of each Stadium, indicating
- (a) each seat by position and number
 - (b) the Tribune d'Honneur
 - (c) the Boxes
 - (d) the seat categories
 - (e) the blocks within the categories
 - (f) the Media tribune
 - (g) seats with an obstructed view
- 5.6. Seats with an obstructed view shall also be located, marked and allocated a number.
- 5.7. Boxes shall be isolated rooms and/or areas containing a defined number of seats and potentially other infrastructure. Seats and Boxes shall be defined and allocated as individual seats, to be allocated and/or sold together with all the seats in respective Box.

6. PITCH AREA

- 6.1. Each Stadium shall have a Field of Play of the highest international standard, measuring at least 105 x 68 m. The Field of Play needs to be cut in all Stadiums of the Competition in the same way, according to FIFA's guidelines and subject to FIFA's approval of the "lay out" of the grass cut by 31 January 2010.

6.2. Each Pitch Area shall have space between the field of play and the edge of the Stands measuring at least 7.5 m in width behind each goal and at least 6m in width along the touchlines for the following reasons:

- (a) players' protection;
- (b) Match operation and Activities on the Field of Play;
- (c) Benches of accommodating the substitutes and officials;
- (d) to allow adequate space for the advertising boards and operation of the Commercial Affiliates and the Commercial Programme;
- (e) to allow enough space for the television cameras and the operation of the Host Broadcaster;
- (f) photographers;
- (g) security.

6.3. Covered benches shall be provided above ground level along the touchlines for:

- (a) the substitutes, technicians and officials in each team (to accommodate at least 25 people);
- (b) the officials supervising the match (four people);
- (c) All benches used in the Stadium of the Competition shall be identical and are to be approved by FIFA.

6.4. The Stadium may not have fences between the spectators and the Field of Play (or not higher than 1.50 metres).

6.5. In the interest of the players and Match officials, the Stadium Authority shall ensure that each of the Stadiums has unimpeded access to the Pitch.

7. STADIUM BUILDING

7.1. The provision of the Stadium includes the provision of sufficient space and a sufficient number of rooms and facilities of sufficient size within the Stadium Building necessary for the operation of the Competition, including but not limited to Matches and the activities on the Field of Play (other than Matches), in the Pitch Area and on the Stadium Screen, the operation of the Stadium, the access to the Stadium (as set forth in Part G, Security as set forth in Part F, the operation of the Broadcast Rights Holders, the Commercial Affiliates and the Commercial Programme, Protocol and Hospitality as set forth in the Agreement and at the directives of FIFA for FIFA, the LOC, the Broadcast Right Holders, the Commercial Affiliates, the Media and other third parties holding respective rights or rendering respective services.

7.2. FIFA shall issue directives regarding the number, size and the location of the rooms required and shall coordinate the room requirements of FIFA, the Broadcast Right Holders,

the Commercial Affiliates, the Media and other third parties holding respective rights or rendering respective services in accordance with this Agreement and especially the 2010 Technical Annex. FIFA shall provide the LOC with the respective directives in a timely manner before the submission of the allocation according to Clause 7.3.

- 7.3. The Stadium Authority shall submit the allocation of the rooms of each Stadium based on the Stadium Plans and FIFA's directives within the Stadium Building to the LOC for approval by not later than two (2) years prior to the first match.
- 7.4. The Stadium Authority shall provide sufficient furniture and other infrastructure (including telephones, fax machines, other telecommunication infrastructure, cables and connections), and supplies for each room and at the directives of FIFA. This shall be free of charge for FIFA, FIFA's Broadcast Partner and FIFA's Marketing Partner while all other parties may be charged at the lowest market rates.
- 7.5. Within the room allocation, the following technical and administrative rooms shall especially be made available to FIFA in each Stadium, for the entire duration of the final Competition:
 - (a) 2 to 4 dressing rooms with toilets, showers and modern furniture for the teams and direct, covered access to the pitch
 - (b) 1 room for the team technicians
 - (c) 1 room for kit managers
 - (d) 2 dressing rooms with toilets, showers and modern infrastructure for the match officials and direct, covered access to the pitch
 - (e) 6 offices near the team dressing rooms reserved exclusively for FIFA, with unimpeded and direct access to the pitch and equipped with telephones, telefax machines (with direct external lines) communication lines and a photocopying machine, and situated close to the teams' and match officials' dressing rooms and the pitch
 - (f) a meeting room for 30 people
 - (g) a storage room in the immediate vicinity of the pitch
 - (h) 1 office near the FIFA offices for the FIFA Marketing Partner
 - (i) 1 office on ground level for the FIFA Marketing Partner
 - (j) 1 office near the FIFA offices for the FIFA Broadcast Partner
 - (k) 4 large rooms near the technical and administrative rooms
 - (l) sufficient storage and other office space to enable the Commercial Affiliates to carry out their on-site operations and activities
 - (m) 3 rooms located near the team's dressing rooms to serve as post-match interview room as stipulated in Clause 11.1.6 of the List of Requirements.
- 7.6. The following facilities shall be provided close to the players' dressing rooms in each Stadium:

- (a) a working room for the doping test officials (with refrigerator, table and chairs and adjacent toilets and showers)
- (b) a waiting room adjacent to the above room for at least 8 people (with television set).

8. STADIUM PERIMETER

- 8.1. The provision of the Stadium includes the provision of a sufficient Stadium Perimeter of sufficient size and free of charge necessary for the operation of the Competition, including but not limited to Matches and the activities on the Field of Play (other than Matches), in the Pitch Area and on the Stadium Screen, the operation of the Stadium, the access to the Stadium (as set forth in Part G, Security as set forth in Part F, the operation of the Broadcast Rights Holders, the Commercial Affiliates Protocol, Parking and Hospitality as set forth in the Agreement and at the directives of FIFA for FIFA, the LOC, the Broadcast Right Holders, the Commercial Affiliates, the Media and other third parties holding respective rights or rendering respective services.
- 8.2. FIFA shall issue directives regarding the size and the location of the space requirements required and shall coordinate the space requirements of FIFA, the Broadcast Right Holders, the Commercial Affiliates, the Media and other third parties holding respective rights or rendering respective services in accordance with this Agreement and especially the 2010 Technical Annex. FIFA shall provide the LOC with the respective information in a timely manner before the submission of the allocation according to Clause 8.3.
- 8.3. The Stadium Authority shall submit the space allocation within the Stadium Perimeter of each Stadium based on the Stadium Plans and FIFA's directives within the Stadium Perimeter to FIFA for approval by not later than 31 December 2007.
- 8.4. For the avoidance of doubt, official parking spaces shall be part of the Stadium Perimeter.

9. STADIUM INFRASTRUCTURE

- 9.1. The provision of the Stadiums shall at any time include the provision of the complete infrastructure, such as but not limited to utilities (power, light electrical lines, hot and cold water, gas, heating, cooling, air condition etc.), cables, communication infrastructure (including but not limited to telecommunication infrastructure) and all hardware, equipment, supplies, facilities and constructions necessary for the operation of the Competition at the location where they are needed within the Stadium Building and the Stadium Perimeter as described in this Agreement or at the directive of FIFA.
- 9.2. For the avoidance of doubt, the complete infrastructure, necessary for the operation of the event shall be made available by the LOC at the locations where they are needed by all involved parties (including but not limited to FIFA, the Organising Committee, the Media, the Broadcast Rights Holders, the Commercial Affiliates, other rights holders or service providers).
- 9.3. The Stadium infrastructure shall at all times meet with all requirements for the staging and hosting of the Competition as well as with all requirements for the implementation of the respective Marketing (including Hospitality) and Broadcast Rights by the Broadcast Rights Holders and Commercial Affiliates.
- 9.4. Each Stadium shall have one main set of floodlights ensuring adequate lighting for television purposes (min. 1500 lux), a loudspeaker system (inside and outside the Stadium), as well as an emergency power supply, electronic scoreboards and equipment for sound transmission of the highest level.

- 9.5. The power level for the power supply, as well as the emergency power supply as set out in the List of Requirements shall be sufficient to provide lighting and power for the live worldwide broadcast of the Matches and all Official Events as set out in the 2010 Technical Annex.

10. PAYMENT SYSTEMS/AUTOMATIC TELLING MACHINES

- 10.1. Subject to local laws, FIFA has granted the right to its financial services partner(s) to be the sole payment cards system within the venues of the FIFA World Cup.
- 10.2. The LOC and the Stadium Authority will be required to ensure that the financial services partners' nominated electronic payment system is accepted at all Food and Beverage and Official Licensed Product concession stands.
- 10.3. The LOC, FIFA, FIFA's financial services partner(s) and the Stadium Authority will cooperate in the creation of a Procurement Steering Group whose objective will be to provide FIFA's financial services partner(s) with the opportunity to offer financial services products in relation to all major procurement requirements (whether in relation to infrastructure, services, materials or otherwise) of the LOC and of the Stadium Authority.
- 10.4. The LOC and the Stadium Authority shall ensure that only ATMs provided by FIFA's Financial Services partners are located in the Stadium, and that the Financial Services partners shall be allowed to install ATMs free of charge.

11. PARKING PLANS/ADMITTANCE

- 11.1. The parking spaces of each Stadium shall be specified in the Stadium Plans.
- 11.2. For the Matches and Events at the Stadium, the Stadium Authority shall submit to the LOC by 31 January 2010 a detailed plan of the location and the allocations of the parking spaces of each Stadium and for each Match in accordance with the Stadium Plans for approval.
- 11.3. The Stadium Authority shall assist the LOC in ensuring the efficient access to the parking spaces in a timely manner and in accordance with the requirements of the respective rights holder.
- 11.4. The Stadium Authority shall assist the LOC in ensuring the provision of parking admittances and access control in a timely manner. The parking admittances shall be communicated and/or provided physically to the respective rights holders not later than ten (10) days before the respective Match or five (5) days before the respective Official Event.
- 11.5. FIFA reserves the right to request additional necessary parking spaces and issue directives for the allocation at all times.

12. OPERATION OF THE STADIUM

- 12.1. Subject to the terms and conditions of this Agreement, the Stadium Authority shall have the exclusive right, power, authority and obligation to direct all aspects of the operation, repair, maintenance, management and control of the Stadium during the Term. Without limiting the LOC's and FIFA's rights and obligations set forth elsewhere in this Agreement during the Term, the Stadium Authority shall perform the following:
- (a) Operate, repair and maintain the Stadium or the cause the Stadium to be operated, repaired and maintained in good condition and repair and otherwise in accordance with Applicable Law;
 - (b) Establish and implement a preventative maintenance programme for the Stadium reasonably satisfactory to the LOC which shall have as its principal objective minimisation of Structural Repairs and Operating Expenses;

- (c) Employ, engage, promote, discharge and otherwise supervise and control the work of all employees and contract with all independent contractors deemed necessary or advisable by the Stadium Authority to discharge their responsibilities with respect to the operation, repair, maintenance, management and control of the Stadium under this Agreement;
- (d) Procure and maintain throughout the Term all relevant insurance policies;
- (e) Pay or cause to be paid all Assessments;
- (f) Operate, repair, maintain, manage and control the Access Roads;
- (g) Provide, operate, repair and maintain all necessary Stadium infrastructure, utilities and facilities, including equipment (including material, gear, constructions);
- (h) Removal of any and all commercial recognition other than the one granted to Commercial Affiliates in accordance with the Exploitation of Marketing Rights and Broadcast Rights;
- (i) Contract for and manage all security personnel and systems for the Stadium and otherwise control all aspects of access (including restricted access) to the Stadium;
- (j) Provide and enter into contracts for the furnishing to the Stadium of (i) all utilities including electricity, sewage, water and telephone (ii) cleaning and janitorial services and adequate dumpsters and waste removal (iii) elevator and boiler maintenance service, air conditioning maintenance service and other equipment maintenance service (iv) laundry service and (v) and any all services deemed advisable by the Stadium Authority in conjunction with the operation, repair, maintenance, management and control of the Stadium;
- (k) Purchase all supplies and materials regularly used and consumed in the operation, repair, maintenance and control of the Stadium;
- (l) Obtain and maintain licenses and permits in the operation, repair, maintenance, management and control of the Stadium in accordance with Applicable Law;
- (m) Impose and enforce such rules and regulations governing use of the Stadium as it may establish from time to time to assist in ensuring the use of the Stadium by all persons consistent with the terms and conditions of this Agreement;
- (n) Removal of any and all commercial recognition other than the one granted to Commercial Affiliates in accordance with the Exploitation of Marketing Rights and Broadcast Rights;
- (o) Provision of all necessary infrastructure and support to Commercial Affiliates and Broadcast Rights Holders including the Host Broadcaster as well as to the Media for the execution of their rights and activities.

12.2. Subject to the foregoing, the LOC (or where applicable FIFA) shall be responsible for the operation of the Stadium during the Exclusive Use Periods in cooperation with the entities controlling the Stadium and the competent national, provincial and local government authorities in accordance with this Agreement and all FIFA Regulations and directives which shall include but is not limited to:

- (a) Traffic regulation inside and in the vicinity of the Stadium Perimeter;
- (b) Spectator guidance to the Stadium;

- (c) Information services;
- (d) Parking regulation and order;
- (e) Access and Accreditation organisation and control;
- (f) Fencing and other similar measures;
- (g) Security and emergency organisation;
- (i) Selling of food, beverage and other products in accordance with the exploitation of the Marketing Rights and the Marketing Annex;
- (j) Operation of activities on the Field of Play (other than Matches), in the Pitch Area and on the Stadium Screen;
- (k) Operation of the Stadium Screen;
- (l) Operation of Stadium announcements and music;
- (m) Provision and management of facilities;
- (n) Medical services;
- (o) Appropriate support and guidance of all persons present in the Stadium;
- (p) Overall management of all activities in the Stadiums during the Exclusive Use Periods;
- (q) Stadium Decoration.

12.3. The operation of the Stadiums must at all times comply with FIFA's instructions and must not conflict with the rights granted by FIFA to Commercial Affiliates, Broadcast Rights Holders and other third parties.

13. STADIUM SECURITY

- 13.1. The Stadium Authority shall ensure that the Stadium and the Stadium Infrastructure shall be constructed and operated on the highest international standard of security and safety.
- 13.2. The Stadium Authority shall provide the LOC with a copy of a safety and security certificate issued by a competent authority for each Stadium two (2) years prior to the first Match of the Competition or immediately after the completion of a new Stadium.
- 13.3. The Stadium security shall be an integral part of the Security.
- 13.4. The Stadium Authority and the LOC shall, in cooperation with the competent government authorities, take all measures in order to ensure at all times the safety and security of all persons present in the Stadiums.

14. STADIUM ACCESS

- 14.1. FIFA shall have the exclusive right to grant access to the Stadium.
- 14.2. The LOC shall ensure, in collaboration with the competent government authorities, sufficient and efficient public and private transportation to the Stadiums. This shall include a sufficient traffic system (road and rail network), transportation means,

information and signposting, traffic guidance and control as well as all other means necessary for this purpose.

- 14.3. The LOC shall ensure, in collaboration with the competent government authorities, sufficient and efficient access to the Stadium from -
- (a) the parking facilities outside the Stadium Perimeter directly adjacent to the Stadium Building (which, for the avoidance of doubt, form a part of the Stadium Perimeter)
 - (b) the stations, stops and drop-off points of the public transportation servicing the Stadiums
 - (c) any and all other locations deemed necessary.
- 14.4. The LOC shall ensure, in collaboration with the competent government authorities, sufficient and efficient access to the Stadium Perimeter and the Stadium Building in accordance with the Security Plan for all people having the right to enter the Stadium. This shall include the access ways, entrance control, security control and access to the Stadium Building in a timely manner in accordance with their rights, functions and needs.
- 14.5. FIFA shall determine in compliance with the Security Plan, the access rights to the Stadiums for all persons, especially but not limited to:
- (a) Players and Match officials;
 - (b) FIFA's and the LOC's representatives;
 - (c) Broadcast Rights Holders and Commercial Affiliates;
 - (d) Media;
 - (e) persons accredited for the operation of the Matches and Official Events;
 - (f) persons accredited for the Stadium and concessions operation;
 - (g) persons accredited for the implementation and operation of the Broadcast and Marketing Rights;
 - (h) spectators holding tickets.
- 14.6. For the avoidance of doubt, FIFA shall determine at its sole discretion to grant exclusive access to Broadcast Rights Holders and Commercial Affiliates.
- 14.7. The Stadium Authority shall ensure that players, Match officials and all other persons executing a function in the Pitch Area have unimpeded access thereto.
- 14.8. The LOC shall draft, in collaboration with the Stadium Authority and the competent government authorities and in accordance with the Security Plan for the Competition and this Agreement, a Transportation and Stadium Access Concept and Plan and submit it to FIFA for approval by 31 December 2008.

15. TRIBUNE D'HONNEUR (VIP BOX)

- 15.1. The Tribune d'Honneur (with a minimum capacity of at least 500 in each Stadium) shall have its own individual entrance and shall be separated from the tribunes intended for the general public.
- 15.2. Half of the seats in the Tribune d'Honneur, as well as in the VVIP box (if such facilities exist), shall be reserved for FIFA, and the other half for the LOC. FIFA is responsible for Protocol in its own half of the Tribune d'Honneur. Each seat shall be numbered and admission shall only be granted upon production of the corresponding Ticket.
- 15.3. The right-hand side of the Tribune d'Honneur shall be reserved for FIFA (when looking at the pitch from the Tribune d'Honneur).