



AUDIO-VISUAL APPENDIX 2012-2013

1) INTRODUCTION :

SAEM Vendée pursues its strategy of maximum exposure of the Vendée Globe footage in France and abroad. To achieve this purpose, it uses fundamental editorial principles.

➤ **To tell an extraordinary story**

- Since its creation in 1989, the Vendée Globe's reputation has continuously increased. As the nautical pinnacle of offshore racing with its uncompromising positioning, the Vendée Globe is now established amongst the most prestigious sports events.
- Strongly established and with exceptional values, the Vendée Globe is a formidable human adventure stimulating the imagination of thousands of people, not only sailing enthusiasts, through the sailors' exploits and their breaking of personal boundaries.
- This editorial positioning of the Vendée Globe allows reach to a wide international audience fundamentally based on these notions, in addition to the actual competition itself.

➤ **To share the experience with the widest audience**

- To share this incredible experience with all audiences is essential and that will be possible by linking the spirit of adventure closely with the sports competition experienced on the Vendée Globe.

➤ **To conform with technology and the audience's expectations**

- New technology allows images to be broadcast more quickly to more outlets worldwide. The range of media has dramatically increased multiplying, alongside TV channels, new means of broadcasting: websites, web TV, video sites, smartphone applications, ipads, VOD, community networks.... this "cross media" is a source of multichannel broadcasting and optimal distribution of the Vendée Globe.
- In addition to the increase in media outlets comes the rise in formats: news, short programmes, magazines, documentaries, live feeds... It is incumbent upon the Vendée Globe organisation to put together the necessary means to maximise the race exposure in the media and the public.

➤ **The will to distribute without offering any exclusives remains unchanged**

- The fundamental will of the SAEM Vendée (company in charge of the organisation of the Vendée Globe) is :
 - To give to all French and international media free easy access to the images from the race, with the aim of:
 - Offering the widest race and competitors coverage to the mainstream audience.
 - Guaranteeing reciprocity between the competitors and the organisation for production commitments and to encourage access to everyone's images and footage.
 - Allowing all the competitors and the organisation of the Vendée Globe to benefit from audio-visual coverage in line with their commitment
 - Respect the competitors' legacy rights

The SAEM VENDEE will appoint an audio-visual production company to carry out the technical service of production, post-production and distribution to reinforce the optimisation of the audio-visual broadcast of the Vendée Globe 2012-2013 in France and abroad. This audio-visual production company will be the operations contact for the teams. The production company's remit will be to provide audio-visual coverage of the Vendée Globe 2012-2013 that is non-exclusive, impartial and promotes the event, its history, the sports ethics, the competitors, the private and corporate partners of the race, the boat owners and sponsors.

2) **RESOURCES PROVIDED BY THE ORGANISATION:**

The film format required for all production and edits is 16:9 HD

- 2.1 Setting up broadcast agreements with the national and international media in order to optimise the audio-visual broadcasting of the race.
- 2.2 Filming competitors' preparation before the race and in Sables d'Olonne.
- 2.3 Approval of each competitor's on-board transmission systems from the 1st August 2012.
- 2.4 Setting up a 24/7 helpline from the start and until the finish or the retirement of the competitor to answer questions about filming and image transmission from the boat.
- 2.5 Setting up a server to receive images transmitted by Inmarsat or any other on-board system.
- 2.6 Receiving all images sent by the competitors during the race at Race Control in Paris.
- 2.7 Filming the start and finish of all the competitors.
- 2.8 Co production of a live international image pick-up signal of the start of the race and the arrival of the first competitor.
- 2.9 Daily production of ready-to-air free of rights feeds sent to all the media
- 2.10 Daily production of ready-to-air free of rights items sent to all the media and of the Vendée Globe's official website (French and English versions). These items will also be available in an international version, with no commentary or summary.
- 2.11 Weekly production of edits on the race (French and English versions). These items will also be available in an international version, with no commentary or summary.
- 2.12 Setting up a race tracker with a 3D animation, to include the boats, their movements and positions.
- 2.13 Setting up a server to distribute for free the images to the accredited media and the competitors.
- 2.14 Setting up an audio-visual duplication service in Sables d'Olonne and at Race Control in Paris, for the media and the competitors' sponsors (so that they have access to all their competitor's images during the race). This service will be subject to technical charges and will take priority after the immediate coverage of the race.
- 2.15 Organising videoconferencing between the competitors and Race Control in Paris, or any other place that will promote the race, its partners and the competitors (e.g.: Paris Boat Show).
- 2.16 Filming the award ceremony.
- 2.17 Producing the Vendée Globe 2012-2013 official film.

3) PRODUCTION RESOURCES REQUIRED FROM COMPETITORS:

- 3.1 Produce in 16:9 HD format, before the event and showing the official race identification:
- Gallery of on-board images as comprehensive as possible, showing all weather conditions (calm, medium, and breeze) and different speeds (close-hauled, running).
 - Gallery of aerial images, as comprehensive as possible, showing all weather conditions (calm, medium, and breeze) and different speeds (close-hauled, running).
- 3.2 It is recommended to film the skipper and the boat's preparation to promote the race and the competitor before the race start.
- 3.3 Provide these banks of images in 16:9 HD format by 10 October at the latest. Competitors will understand that it is in everyone's (the organisers, competitors, their partners and suppliers) interest that these image banks are produced as quickly as possible and the images sent to the Production team without delay.
- 3.4 Take part in the filming sessions organised by the Production team.
- 3.5 Have available on board at least 2 fixed HD cameras (one inside, one outside) and 1 mobile HD waterproof camera with accessories for filming in a marine environment in 16:9 HD format.
- 3.6 Have available on board an HD format recording device and software (especially for the fixed cameras).
- 3.7 Have available on board a system allowing the switching of cameras. Have available on board the resources (software or hardware) to start from inside the boat the shooting and recording of the fixed outside camera(s).
- 3.8 Have available on board as a minimum:
- Image editing and compressing software and know the principles of pre-edit and image transmission in a compressed format via the transmission system existing on board (point 3.11 below).
 - The appropriate hard or software to enable the filming of short sequences and to encode them to send without the need for editing.
- In both cases, images will have to be sent in a 16:9 HD format by generating a file of internal flow of at least 4 Mbits/sec.
- 3.9 Have on board as a minimum :
- An openport (Iridium)
 - A fleet 250 or a fleet 500 (Inmarsat)
- It is recommended to have onboard the boat transmission means with global coverage allowing to send images and sounds with a guaranteed speed of at least 256kb/sec for videoconferences.
- 3.10 Have available on board an HD/SDI video output allowing the connection to an HF system provided by the organisation.
- 3.11 All the filming, editing, compression, transmission equipment on board each yacht must be tested and approved by the Production team before 27 October 2012. It must be compatible with the receiving and processing equipment available to the race organisation at the race HQ.
- 3.12 Have available on board a video conference system offering 3 shooting angles compatible with :

- The defined means in 3.5, 3.6, 3.7
 - The reception and processing software of the Production team at race HQ (Clipway by Geolink)
- 3.13 Have available on board an audio HF or wired system with relay allowing shots to be taken in the cockpit or on deck with the fixed or mobile camera as well as inside the boat. This system, coupled with the camera network, will be used for videoconferencing and must allow the skipper to film his own interviews inside as well as outside for pre-recorded transmission.
- 3.14 A back-up solution must allow a videoconference to take place via Skype with the on-board computer and the mobile camera (via the composite output or the camera USB).

4) **COMPETITORS OBLIGATIONS:**

- 4.1 Appoint one audio-visual referral agent to the Organisation for the whole race and a deputized audio-visual referral agent from 1st July 2012 and up until one month after his/her arrival or withdrawal from the race.
- 4.2 The policy for the audio-visual coverage of the Vendée Globe 2012-2013 is to give no exclusive rights to any French publisher, producer or broadcaster, whether of a commercial nature or otherwise and irrespective of the media used for the period of 10 August 2012 until the arrival or withdrawal of the competitor. An exclusivity agreement is considered to be when a competitor sets aside content for the exclusive use of a broadcaster or publisher.
- Any exclusive deal with any non-French publisher, producer or broadcaster, whatever its nature and the media used, for the period of 10 August 2012 until the arrival or withdrawal of the competitor, will have to be done with the prior approval of the organisation.
- 4.3 Three times a week minimum, competitors are asked to send to the Organisation at race HQ, all video images and sound recordings pre-edited and workable for TV and web broadcast and for a minimum length of 5 minutes per week (outside of videoconferencing). These images must include interviews filmed with the mobile and fixed cameras at various places on the boat, inside as well as outside. This obligation allows the race media coverage with no exclusivity deal. A competitor who would encounter technical problems or other that prevent him/her from satisfying this obligation must inform the organisation as soon as possible via the race direction
- 4.4 Take part in the videoconferences with race HQ during the radio vacs at least twice a week during the race. The authorisation is granted to the skipper to be contacted by the media to do a videoconference with them. This authorisation only applies within the strict frame of its definition: "the videoconferencing is characterised by the capacity to convey live and in an interactive way the visual and audio information (images and sound) from a site to one or several remote sites and allows a communication in sync." Outside of this use, the image transmission is subject to article 4.3 and its obligation of non-exclusivity. For example, an image sequence, either recorded before transmission or non-interactive, or sound only (skipper's interview) will have to be sent exclusively to the organisations server.
- 4.5 Let the organisation and the race direction know specifically by e-mail or phone, within two hours of it occurring, of any visual or sound information given in a private videoconference that concerns the general interest of the race and its media coverage.
- 4.6 Authorise the organisation to install on board the boat filming material and HF link in the start and finish stages of the event, as long as the organisation guarantees that the HF link does not interfere with the on-board electronics.
- 4.7 After crossing the finish line, or in the port of arrival after retiring from the race, give priority to the organisation team to come on-board. Their task will be to capture the competitor's first images and sounds in order to distribute them to all the media.
- 4.8 If a yacht entered in the race does not ultimately take part in Vendée Globe 2012-2013, images of the yacht in the colours of the Vendée Globe 2012-2013 may not be sent to television companies or other video broadcasters throughout the duration of the race.

5 **ORGANISERS OBLIGATIONS:**

- 5.1 The organisers will pay, on presentation of documentary evidence (in “minutes” length or MPDS equivalent), up to 6,000 euros exclusive of tax (six thousand euros exclusive of tax) per competitor for Inmarsat and/or Iridium telecommunications for regular transmissions of video and photo images of competitors to the race HQ in Paris throughout the duration of the race.
- 5.2 Authorise the competitor to take part directly in videoconferencing with any broadcasters or media of their choice during the race, but within article 4.4 rule.

6) **RIGHTS OVER THE IMAGES FOR EXPLOITATION BY THE ORGANISATION:**

The organiser is the owner of all the images filmed during the race except for on-board images filmed by the competitors.

6.1 **Use related to the audio-visual coverage of the 2012-2013 edition and to promote the race outside of any commercial or advertising purpose:**

6.1.1 Competitors, their sponsors and boat owners assign to SAEM Vendée and to its partners, free of charge, the exploitation rights over:

- their image bank
- the images filmed and sent by the competitor during the race.
- the images filmed and not sent by the competitor during the race

These rights are assigned for the purpose of:

- royalty free broadcast of news, magazines, and reports
- internal use by the organisation, its partners and official suppliers
- promotion of the race by the organisation (official film, official documentary, TV and web documentaries, trailers, video clips)
- all external communications contributing to race promotion

All exploitation right assignments defined in this Article 6.1.1 are understood to apply to any medium, worldwide and for a duration of 15 years from the publication of the audio-visual appendix.

6.1.2 **Images filmed, sent or not by the competitor during the race:**

Upon his/her arrival in les Sables d'Olonne or right after his/her withdrawal from the race, the competitor will release these images to the organisation. The organisation will make a selection of 30 minutes maximum that will then be signed off by the competitor's audio-visual agent within a week, and before any use by the organiser.

6.2 **Uses linked to the race promotion with potential income**

6.2.1 The competitors, their sponsors and boat owners grant the exploitation rights to the SAEM Vendée and its partners free of charge of:

- their image bank
- the images filmed and sent during the race by the competitor.

These rights are granted for all the uses involved in the promotion of the race (official DVD, VOD) with potential income.

6.2.2 The images filmed on-board but that were not sent during the race by the skipper are subject to a transfer of rights between the skipper and the SAEM Vendée at a fixed rate of €500 exclusive of tax per minute of actual used images. This transfer will occur in compliance with the rule stated in article 6.1.2.

All exploitation right assignments defined in this Article 6.2 are understood to apply to any medium, worldwide and for a duration of 15 years from the publication of the audio-visual appendix.

6.3 **Other uses for commercial and advertising purposes in particular:**

Any other use by the organisation, its partners and suppliers will be subject to a negotiation with the competitors, both at financial level and the duration of the rights transfer.

7) **RIGHTS OF EXPLOITATION OF THE IMAGES BY THE COMPETITORS:**

The images filmed on board the boat by the competitors will remain their property.

The use of interior or exterior images filmed by the organisation by a competitor and/or his official sponsors is subject to the applicable legislation on image rights of the others. Use of images representing other competitors filmed by a competitor and/or his image sponsor, will therefore suppose the authorisation of the other represented competitors and the organisation may not supersede this request of authorisation.

7.1 **Internal Use**

SAEM Vendée concedes, free of charge, to the competitor and his/her main sponsors, [exploitation rights aside] all images filmed by the organisation for any internal use. This concession is understood to mean any medium, worldwide and for a duration of 15 years from the date of publication of the audio-visual appendix, excluding any use for commercial or advertising purposes.

7.2 **External use without potential income**

The organiser assigns all the images filmed by the organisation for any external use without potential income to the competitor and his/her main partners, free of charge. This assignment applies to all media, all territories and for a duration of 15 years from the publication date of the audio-visual appendix excluding any use for commercial or advertising purposes.

7.3 **Other uses**

Any other use by the competitors and his/her main partners will be subject to negotiation with the organisation or another competitor, both at financial level and the duration of rights assignment.

8) **RIDERS:**

Any amendment of this appendix by the organiser will be subject to rider(s) published and communicated to all the participants.

9) **PENALTIES:**

The SAEM reserves the right, in case of non-observance on the part of a competitor of the obligations described in points 4.2, 4.3, 6.1 and 6.2 to apply a penalty of €20,000 inclusive of tax maximum for each infringement recorded.

In La Roche-sur-Yon, 31st January 2012

For the Organisation,
Guillaume HENRY
General Director of the SAEM Vendée

