





CONDITIONS REGARDING THE MARKETING OF THE "COPA DE S.M. EL REY DE FÚTBOL" AND "SUPERCOPA DE ESPAÑA" BETTING LIVE STREAMING RIGHTS WORLDWIDE (EXCLUDING SPAIN) FOR SEASONS 2019/20, 2020/21, 2021/22.



#### 1. INTRODUCTION

In accordance with Article 4 of the Real Federación Española de Fútbol ("RFEF") Statutes, approved by the executive committee of the Sports Higher Council (Consejo Superior de Deportes) in the 13 November 2018 session, RFEF is the entity that administers, manages and organises official competitions at state level. According to the provisions of Article 46 of Law 10/1990 of 15 October 1990 on sport, the name of the "Copa de S.M. el Rey" and the "Supercopa de España" are reserved to RFEF. Furthermore, in accordance with the provisions of Article 2.1 of Royal Decree-Law 5/2015 and without prejudice to the competences recognized in sports legislation, RFEF is empowered to organize the "Copa de S.M. el Rey" and the "Supercopa de España", as well as to carry out the marketing of the aforementioned competitions. Hence, RFEF is the entity entitled to commercialize the Audiovisual Rights included within the scope of application of said Royal Decree-Law, such as the sports betting live broadcasting rights (the "Rights") of "Copa de S.M. el Rey" and the "Supercopa de España" (the "Competitions").

RFEF will be exclusively responsible for decisions on the analysis and evaluation of bids, the awarding of the Rights, the signature of license contracts, and the direct collection of any and all amounts offered by the successful bidders.

<u>Interested parties in submitting a bid</u> for the acquisition of the Rights ("Candidates", "Bidders" or "Interested parties") may contact RFEF through the following address, from the starting of the period for the submission of tenders in accordance with the schedule set out in Annex 4:

#### Real Federación Española de Fútbol

Ms. Isabel Warleta Área Audiovisual Calle Ramón y Cajal, 28230, Las Rozas, Madrid

Email: <u>audiovisuales@rfef.es</u>

After the publication of this Tender, RFEF will open a clarification period in which it will resolve any reasonably requested clarification with respect to the contents and interpretation of the present terms and conditions. Any consultations, clarifications and/or corrections must be sent directly to the RFEF by e-mail at the address detailed above (please note that the e-mail address for requesting clarifications is NOT the same as the e-mail address for submitting Bids. Response to the clarifications will be provided through the same means of reception. RFEF will publish the received request along with RFEF's response on its official website <a href="www.rfef.es">www.rfef.es</a>. In order to ensure confidentiality RFEF warrants that the identity of the Bidder will not be disclosed in such publication.

#### 2. FORMAT OF THE COMPETITIONS

# 2.1. - Copa de S.M. El Rey

The best teams from the different state competitions will participate in the Copa de S.M. El Rey.



The competitive model of the 2019-2020 is reproduced below. This model will coincide, both in essence and in what regards the competition model, with that developed in the number of seasons that are covered by this tender.

#### 2.1.1. - Participating Clubs

116 teams will have the right to participate in the Competition. For the 2019/20 Copa de S.M. El Rey, the specific teams that will participate are:

- 20 teams that were part of the "Primera División" ("First Division")during the 2018/19 season.
- 22 teams that were part of the "Segunda División" ("Second Division") during the 2018/19season.
- 28 teams of the Segunda División "B" ("Second Division B") that were classified among the first seven of their respective group at the end of the first stage of the 2018/2019 season of the "Campeonato Nacional de Liga" and, in the absence of any of them, for reasons of subsidiarity (youth teams of a classified club), dependence or any other circumstances that prevent their participation, the best classified that follows them in their respective group.
- 32 teams belonging to the "Tercera División" ("Third Division": 18 teams that were classified as first of their respective groups at the end of the first stage of said competition during the 2018/19 season and 14 teams with the best point coefficient among those second in each of the eighteen groups and which are neither subsidiaries (youth teams of a classified club) nor dependents.
- 4 Copa RFEF semi-finalist teams of the 2019/20 season.
- 10 winning teams from the previous territorial qualifying round in which the 20 territorial category champions participated and were thus promoted into the 18 third division groups, plus the two champions of the Football Federations of Ceuta and Melilla.

For seasons 2020/2021 and 2021/2022 the teams participating are ranked according to the same criteria established for the participation in the 2019/20 Competition, referring in each case to the corresponding season.

#### 2.1.2. – Development of the Copa de S.M. El Rey

The Competition format consists of 127 matches. It will start with a Preliminary Territorial Qualifying round played in a single match. Six knock-out rounds will follow, played in a single-match format. The final and the first five of the knock-out rounds will be played in a single match and the semifinals in two matches. For the purposes of the draw the category in which the Clubs are participating in season 2019/2020 will be taken into account, regardless of their right to participate based on the results obtained, if any, in the 2018/2019 season.

#### 2.1.2.1. - Preliminary Territorial Qualifying round (13 November 2019)

The twenty champions of the territorial category will compete against each other. Said teams will be matched through a draw which will take into account, in so far as possible, the team's geographical proximity. These teams will play a Preliminary Qualifying round, in a single-match format, at the venue of the team whose name was extracted first in the draw and in the date established by RFEF.

The ten clubs that win their respective match will participate in the "Copa de S.M. el Rey".



#### 2.1.2.2. - First knock-out round (17, 18 and 19 December 2019)

All participating clubs will participate in this round with the exception of the four clubs participating in the Supercopa de España. As such, there will be a total of 112 clubs and 56 matches. In this stage, the matches will be organized as follows:

The 16 First Division Clubs will make up Group E. The 22 Second Division clubs will make up Group D. The 37 Second Division "B" teams will make up Group C; the 23 Third Division clubs, along with the 4 RFEF Cup semi-finalists will make up group B. Lastly, the 10 territorial category champions will make up Group A.

The draw, in which the geographical proximity criteria system used in the preliminary territorial qualifying round will no longer apply, will begin by pairing the 10 territorial category champions (Group A) with the 16 First Division clubs. The 6 remaining First Division teams will then be included in a pool with the 22 Second Division clubs.

The 27 clubs forming Group B (this is, the 22 Third Division teams, *CF Reus Deportiu* and the 4 Copa RFEF semi-finalists) will then be paired with the 28-team pool formed by First and Second Division clubs.

The remaining Club will be paired with one of the 37 Second Division "B", and finally, the 36 remaining from Second Division "B" with each other.

The matches will be held at the sports facilities of the lower level club, provided that these facilities meet the minimum requirements established by RFEF. In case two teams belonging to the same category are paired together, the match will be placed on the sports facilities of the club whose name was drawn first.

The 56 teams that win their respective matchup will participate in the second round of the Competition. RFEF guarantees the production of 16 Matches of this qualifying round.

#### 2.1.2.3. - Second knock-out round (11 and 12 January 2020)

The 56 first knock-out round winning clubs will play the second knock-out round, in 28 matches of Competition.

As in previous rounds, the matchups will be decided by draw. The draw will be conditioned and as such will match, when possible, the Second Division "B", Third Division or Territorial champion Clubs that overcame the previous stage, with the First and Second Division clubs.

The matches will be held at the sports facilities of the lower level club, provided that these facilities meet the minimum requirements established by RFEF. In case two teams belonging to the same category are paired together, the match will be placed on the sports facilities of the club whose name was drawn first.

#### 2.1.2.4. - Round of thirty-two (21, 22 and 23 January 2020)

The round will be composed of the 28 clubs that won their respective previous round matches, along with the 4 clubs of "Primera División" exempted from previous qualifying round and will be composed of 16 matches.

Firstly, the four First Division clubs that participates in the Supercopa de España will be paired, in so far as possible with any 4 Second Division "B", Third Division or territorial champion clubs that overcame the previous round.



The remaining Second Division "B", Third Division or territorial champions will then be paired, in so far as possible, with the remaining First and Second Division clubs.

### 2.1.2.5. - Round of sixteen (28, 29 and 30 January 2020)

The matchups will be carried out through a draw that will match, in so far as possible the remaining Second Division "B", Third Division or territorial champions that overcame the previous round with the remaining First and Second Division Clubs.

The matches will be held at the sports facilities of the lower level club, provided that these facilities meet the minimum requirements established by RFEF. In case two teams belonging to the same category are paired together, the match will be placed on the sports facilities of the club whose name was drawn first

### 2.1.2.6. - Quarter finals (4, 5 and 6 February 2020)

This round will be composed by the 8 teams that overcame the previous round. Said teams will be paired against each other through a draw.

The matches will be held at the sports facilities of the lower level club, provided that these facilities meet the minimum requirements established by RFEF. In case two teams belonging to the same category are paired together, the match will be placed on the sports facilities of the club whose name was drawn first

#### 2.1.2.7. - Semifinals (11 and 12 February 2020 first leg and 3 and 4 March 2020 second leg)

They will be played, in a double-match format, by the 4 winning clubs of the Quarter finals. Matchups will be decided through a draw, being the order of the venues the same as that of the draw.

## 2.1.2.8. - Final (Saturday 18th of April 2020)

It will be played, among the two winning clubs of the Semifinals, on Saturday 18 April 2020, in the Stadium selected by RFEF.

#### 2.2. - Supercopa de España

#### 2.2.1 Participating Clubs

The Supercopa de España has historically been a competition that was played, in a double-match format and since 1982, between the Copa de S.M. El Rey champion and La Liga champion.

Nevertheless, the format of this Competition has undergone reform. As such, and starting in the year 2020, the Competition will envisage a Final Four format that will be played, in a single match format (3 matches), between the following teams:

- The Champion of the Copa de S.M. El Rey
- The Champion of La Liga
- The runner-up of the Copa de S.M. El Rey
- The runner-up of La Liga

#### 2.2.2. - Format of the Supercopa de España



The competitive model of the 2019-2020 season (Supercopa de España 2019) is reproduced hereafter. This model will coincide in essence and in the competition model with the one developed in the set of seasons that is the object of this offer.

The Competition is structured through the format known as "Final Four", which will be played on three different days, of which two will be the semifinals and one the final.

The matches will be played using the single-match elimination system. The resolution in case of ties will be made according to the general rules of RFEF competitions.

The match-ups are the following:

- Semifinal 1: Copa de S.M. El Rey Champion against La Liga Runner-Up. The match will be played on 8 January 2020.
- Semifinal 2: La Liga Champion against Copa de S.M. El Rey Runner-Up. The match will be played on 9 January 2020.
- Final: The winning Clubs of each of the semifinal rounds. The match will be played on 12 January 2020.

In the case of vacancies, due to the coincidence of participating clubs that have qualified in both competitions, the pairing system for the semifinals will be carried out, in any case, by means of a pure draw between the four participating clubs.

# 3.- PACKAGE RIGHTS AND OBLIGATIONS

#### 3.1 Scope of application

Annex 1 contains detailed information regarding the single and unique Rights package that is offered under this Tender. Any Right that is not expressly provided for in the abovementioned Annex shall be understood as not granted by RFEF. Bidders hereby declare that the submission of a Bid is an express declaration to comply with all obligations contained in said section. Bidders guarantee to compensate RFEF for any damages produced that arise from Bidders' own actions and/or omissions, including failure to respect any and all obligations of Annex 1.

#### 3.2 Rights that are expressly excluded from this Tender

The Rights granted in this Tender shall not include, in any case:

- (i) Audiovisual rights to the re-transmission of any matches of the Competitions, live that does not fall under the scope of the terms and conditions of this tender, including but not limited to, media rights in any of its forms.
- (ii) The delayed or deferred broadcasting of any of the matches of the Competitions.
- (iii) In-flight and In-ship rights. The rights granted in this Tender shall exclude the possibility of retransmitting the Matches on flights and/or voyages/vessels of any kind.
- (iv) Any other form of retransmission that is falls out of the scope of the purposes of performing streaming practices for betting and gaming industry-related purposes.

#### 4. - TERM

The Rights granted under this Tender shall enable the winning Bidder ("**Licensee**") to exploit the rights for three (3) seasons (COPA 2019/20 and SUPERCOPA 2019 (which will be played in



January 2020); COPA 2020/21 and SUPERCOPA 2020 (which will be played in January 2021); COPA 2021/22 and SUPERCOPA 2021 (which will be played in January 2022).

Bidders are hereby informed that under Spanish Royal Decree-Law 5/2015, RFEF has the right to terminate the licensing agreement with any Licensee for inactive/passive behaviour interpreted as the omission of the exercise of the Rights and the lack of intention to use the Rights granted. In the event that the licensee grants a license on these rights, it must necessarily incorporate the same provision in the contract signed with the sub-licensed.

RFEF shall also have the Right to terminate the agreement in cases in which the Licensee and/or its subcontractor(s) have exploited the Rights for purposes that go beyond the performance of streaming practices for betting/gaming industry-related purposes.

#### **5.- BIDDER REQUIREMENTS**

#### 5.1. - General

Interested Bidders in the award of this Tender must meet the requirements referred to in point 5.2 below and declare that they do not fall within the scope of any of the exclusion criteria set out in point 5.3. proceeding as follows:

The evaluation body referred to in section 6.3 shall analyse whether candidates meet the requirements set out in sections 5.2 and 5.3. If it considers that these requirements are not met, it shall request a report of an independent third party expert to confirm or rectify the assessment made by the evaluation body.

Once the candidate is admitted to participate in the process, the evaluation Commission will proceed with the evaluation of the offer. The only criterion followed for the **award** of rights will be the best financial offer.

Candidates are also hereby informed that joint bids from more than one entity will not be considered. Nevertheless, Bidders may bid on the basis that the may be entitled to sub-license the Rights to third parties upon the conditions that: (i) sub-licensees are fully licensed and regulated Bookmakers (as defined in Annex 1) in accordance with the law of the respective Territory in which the Rights will be exploited; (ii) sub-licensees can accredit compliance with sections 5.2 and do not fall under the scope of section 5.3.

#### 5.2 Requirements to be met by Candidates and documentation that must be provided

Candidates must comply with the following requirements and present the following documentation to be considered eligible for the purposes of this Tender.

- i. General description of the company (including Companies' house certificate of registration issued by the competent register and tax identification number), together with a description on the company's experience in the exploitation of the Rights in sports betting-related events.
- ii. Accredit an annual turnover of more than one million Euros (€ 1,000,000.00). However, if a Candidate, for any reason, cannot prove such turnover, it may be considered eligible if it undertakes to pay the full (100%) of the amount of its offer on the date of Signing of the License Agreement. This requirement will be evidenced with the submission of the audited financial statements of the company for fiscal year 2018.



- iii. To be in a position to guarantee full payment of all economic obligations that may arise from the awarding of the Rights. To this end, the RFEF may require the successful bidder must provide a bank guarantee or an alternative guarantee for each season awarded in order to guarantee payment obligations of its bid. The RFEF may require that the guarantee is a bank guarantee, on first request and without benefit of excusion, and issued by an institution subject to the control of the Single European Banking Supervision Mechanism implemented by the European Central Bank, if any of the following cases occur: the offer is equal to or 20% higher than the 2018 turnover according to the audit report; or if the offer is higher than €400,000. The decision on this requirement must be made within maximum of 3 days, and the guarantee must be delivered to the RFEF within 15 days after the request, or at the time the contract is signed.
- iv. If there are pending litigations between the RFEF and the Candidate, or a company belonging to the same Group of Companies of the Candidate, in relation to any agreement related to the non-payment of Rights the Candidate must provide a guarantee payable on first demand at its own expense, equivalent to the sum of: (a) the amount that is pending payment; and (b) the offer made.
- v. Provision of a certificate of compliance with tax obligations with the Spanish tax authorities (AEAT) in the event that the Bidder is a tax resident in Spain or acts through a permanent establishment that is located in Spain, or for any other reason is registered in the Spanish tax registry. This certificate must be issued by the Spanish Tax Authorities (AEAT).
- vi. Present a certificate certifying that the Bidder is up to date with its social security obligations when the Bidder is a company registered with the Spanish Social Security, a certificate that will be issued by the General Social Security Treasury ("Tesorería General de la Seguridad Social").
- vii. To expressly declare and provide the relevant documentation proving the Bidder is a fully licensed and regulated Betting Websites & Applications operator/Bookmaker. For the avoidance of doubt:
  - a. Betting Websites & Applications mean: Fully licensed, regulated and compliant (in accordance with applicable laws) web and mobile sites, smartphone and tablet applications (excluding, for clarity, applications primarily designed to enable viewing on a large screen, such as "Smart TV" applications) and which are operated by or on behalf of licensed Bookmakers, the primary purpose of which is the taking of fixed odds bets on sports.
  - b. **Bookmakers** mean: Fully licensed and regulated bookmakers in accordance with applicable laws authorised to take fixed odds bets on sports events.

#### 5.3. - Exclusion criteria

Candidates who find themselves in any of the following situations will be automatically excluded from the tender:

i. If the candidate company, or the group of which it forms part, or any of the companies of the group of which it forms part have been criminally sanctioned or have recognized their criminal responsibility or that of their Directors in the last 3 years, in any country of the world for any of the following crimes/offences: a) false representation; b) crimes against property and socioeconomic order; c) bribery; d) embezzlement; e) influence peddling; f) use of privileged information; g) crimes related to the corruption of Spanish or foreign



authorities or officials or of corruption between private individuals, in any national or international territorial scope; h) crimes against social security; i) crimes against workers' rights, j) crimes against the National Public Treasury and the European Union.

This prohibition shall extend to directors or administrators who have been convicted of any of the aforementioned crimes/offences and/or for other crimes that RFEF understands may damage the reputation of the Competitions.

ii. To be, to have declared or to have requested the opening of a bankruptcy/insolvency proceedings. Any submission of offers by Candidates who are subject to liquidation, bankruptcy and / or insolvency proceedings, even if said Candidates are subject to a legal moratorium with their creditors, will not be accepted.

The points set out in this section 5.3 shall be accredited by means of a certificate from the Secretary of the competent body, that shall have the approval of the Chairman or, as the case may be, of the legal representative of the entity duly accrediting that the company does not fall within any of the exclusion criteria indicated in this section.

#### 6. - PROCEDURE

#### 6.1. - How to submit a Bid

Bidders wishing to apply for the single and unique Package defined in Annex 1 must ensure that their Bid complies with the contents demanded under section 6.1.1 as well as with RFEF's submission rules indicated in section 6.1.2 below.

#### 6.1.1 Contents of the Bid

Bidders wishing to apply for the Package offered in this Tender must ensure that their Bid has the following documents:

- i. The Bidder must fill in the form indicated in Annex 3. Failure to attach the official form will render the Bid inadmissible.
- ii. Full details of the consideration must be provided. Consideration will be provided in cash solely. Please note that all the amounts will be considered as excluding VAT and will be expressed in EURO.
- iii. Presentation of the documentation referred to in sections 5.2 and 5.3 above.

#### 6.1.2 Rules governing the submission of documents

In particular, they must ensure that:

- i. Bids may be submitted in either Spanish or English. Bids that are submitted in any other language will not be admissible. Any documentation required for the formalization of a Bid and that is in another language must contain a certified translation into any of the abovementioned languages.
- ii. Bids that are submitted after the deadline will envisaged in Annex 4 will not be considered eligible under this Tender.
- iii. Bids submitted in a format that does not comply with the one envisaged in this Tender will not be considered eligible under this Tender.



# 6.2 Sending of the offer

Bidders must submit their Bids by electronic means through the following email address: <a href="mailto:betting@concursos.rfef.es">betting@concursos.rfef.es</a>

This electronic mailbox has an entry certification and time stamping of incoming mail system provided by a third party that meets the requirements of Spanish Law 59/2003, on Electronic Signature and Regulation (EU) 910/2014, of Electronic Identification and Trust Services for Electronic Transactions in the Internal Market (eIDAS).

RFEF shall have no access to any information that parties send to the abovementioned email address until the date and time in which the Bids are to be opened. In any case, the said opening of Bids will be made out before a Notary Public.

It shall be at this moment when the service provider facilitates, also before the Notary Public, the email passwords to access the Bids to RFEF

If the RFEF observes any defect or omission capable of being corrected in the documentation submitted, they shall notify the affected Bidder in writing, who shall have the term stipulated in Annex 4 to make the corrections, with the possibility of being excluded if they do not comply with the deadline.

Bidders are hereby informed that the sending of a Bid supposes the express acceptance of the general terms and conditions governing the submissions of Bids indicated in Annex 2.

#### 6.3 Opening of the Bids

RFEF's evaluation committee will open the Bids before a Notary Public.

Please note that conditional Bids will under no circumstances be accepted by RFEF.

The RFEF's Evaluation Committee is composed of:

- i. The RFEF President or the person designated by him/her on his/her behalf
- ii. The First Vice-President
- iii. The Financial Director / Chief Financial Officer
- iv. The Legal Department Director
- v. The Competitions Director
- vi. The Marketing Director

A lawyer from the legal department will act as Secretary of said body

#### 6.4 Evaluation of the Bids and award criteria

After opening the Bids, RFEF will study the Bids in order to allocate the Rights. Firstly, they will analyse whether the Bidders comply with the eligibility requirements indicated in Section 5. In the event that it considers that these requirements are not met, it shall request the report of an independent third party expert to confirm or rectify the assessment made by the evaluation body. After discarding Bidders who do not meet these criteria, the evaluation process of the Bids will commence.

The best economic offer will be only criterion that will be taken into account for the award of rights.



#### 6.5 - Award of Rights

After the opening of the Bidding Process and after evaluating the Bids received, RFEF will award the Package to the Licensee. To this effect, the evaluation body shall prepare a report that will be submitted to RFEF's Audiovisual rights control management body, with a provisional award proposal to be ratified by said management body.

The final award will be communicated to the winning Bidder through <a href="www.rfef.es">www.rfef.es</a>. Likewise, the RFEF will individually notify the winning Bidder. Such communication will be accompanied by a copy of the agreement ("License Contract") to be signed by the Bidder in order to formalize such Award.

The awarded Bidder must sign said copy of the License Contract. Signature must be within the period laid down in Annex 4.

If the License Contract is not signed after the date mentioned above, RFEF may award the Rights to the second-best Bidder, and so on.

#### 7. - TERMS OF PAYMENT

#### 7.1. Calendar, general conditions and other payment obligations

The Licensee will comply its payment obligations in accordance with the following payment calendar:

#### 7.1.1 Season 2019/2020:

- i. Twenty percent (20%) of the offered consideration shall be paid on the date of signature of the License Contract.
- ii. Forty percent (40%) of the offered consideration must be paid no later than December 10th, 2019.
- iii. The remaining forty percent (40%) of the offered consideration must be paid no later than March 1st, 2020.

#### 7.1.2 Season 2020/2021:

- i. Twenty percent (20%) of the offered consideration shall be paid no later than September 1st, 2020.
- ii. Forty percent (40%) of the offered consideration must be paid no later than December 10th, 2020.
- iii. The remaining forty per cent (40%) of the offered consideration must be paid no later than March 1st, 2021.

#### 7.1.3 Season 2021/2022:

i. Twenty per cent (20%) of the offered consideration shall be paid no later than September 1st, 2021.



- ii. Forty percent (40%) of the offered consideration must be paid no later than 10th, December 2021.
- iii. The remaining forty percent (40%) of the offered consideration must be paid no later than March 1st, 2022.

Payments will be deemed effective from the moment in which the RFEF receives the payable amount in its bank account. The amount stipulated in the Bid Letter is equivalent to the net amount payable. Any delay in the payment of the fees in accordance with the terms established in the above schedule will generate interests amounting to 3% per annum in favor of RFEF. On the other hand, suspension of payments by the Final Operator will allow RFEF to terminate the License Contract without prejudice to the application of any remedies and/or rights RFEF may have under applicable law.

RFEF shall receive the amounts free of:

- i. Any and all taxes (excluding VAT)
- ii. Any deductions and/or withholdings of whatever nature which are applicable in connection with such payments and without prejudice to any deductions or liabilities applicable to them.

The Final Operator acknowledges that it is solely responsible for the payment of taxes, deductions and/or liabilities generated by non-payment. If such taxes are required to be made by RFEF, the Final Operator must calculate the relevant gross amount to ensure that the RFEF receives the full consideration expressed by the Bidder in its bid.

Payment of the consideration will be made by bank transfer to the account indicated by RFEF.

In accordance to Royal Decree-Law 19/2018 of 23rd November on Payment Services and other urgent financial measures ("Real Decreto-Ley 19/2018 de 23 de noviembre, de servicios de pago y otras medidas urgentes en materia financiera"), the RFEF informs Bidders that all costs imposed by financial institutions on the Bidders shall be borne by the Bidders. As such, the financial costs arising from the transfer incurred by the bidders shall not be subtracted from the total consideration offered.

#### 8. EXPENSES

Each Bidder shall be responsible for all costs, expenses and liabilities incurred by itself or by any third party assisting the Bidder, whether as a direct or indirect result of its participation. This clause shall apply directly to all phases of this Tender process. If translations into other languages of the documentation are required to meet the language requirements that are set forth in this Tender, RFEF informs that the cost of preparing such translations shall be borne entirely by the Bidder.

#### 9. NATURE OF THE OFFER IN ACCORDANCE WITH CONTRACT LAW

This Tender shall be considered as an invitation to make an offer/Bid. As such, it shall not be deemed to have binding contractual effect or to constitute a binding contract or an offer that can be accepted by a Bidder.



# 10. SUSPENSION OR CANCELLATION OF THE TENDERING PROCEDURE

In case of force majeure the RFEF may suspend or cancel the present Tender.

In addition, RFEF reserves the right to suspend or cancel the Tender in the event of evidence of collusion between Bidders and will inform the Spanish Competition Authority (CNMC) without undue delay, providing indications of such activity.

#### 11. OBLIGATION TO EXPLOIT AUDIOVISUAL RIGHTS

According to Royal Decree-Law 5/2015, RFEF shall have the right to terminate the contract and award it to another Bidder, with no prejudice to what has been agreed, if one of the successful Bidders does not exploit the Rights awarded.

#### 12. INTELLECTUAL PROPERTY

RFEF will maintain the ownership over all Intellectual Property Rights, its Trademarks and distinctive signs, as well as all other trademarks of the RFEF, in accordance with the content of these rights set out in the sports legislation and described in the Introduction and in that which is or may be related to the competitions awarded. The aforesaid shall be without prejudice to the non-exclusive use that the Clubs may make of the contents generated by the Match. Nothing in this Agreement is construed as expressly or impliedly meaning the granting of intellectual property rights to the Licensee over Intellectual property owned by either the Clubs and/or RFEF. Any license and/or transfer of any intellectual property rights that the Licensee requires must be formalized in a separate written document.

Upon expiry of this Agreement, Licensee shall be obliged immediately to return to the RFEF and/or destroy, at the latter's discretion, any material generated from the exploitation of the Rights, including any information and/or documentation it holds under the contract. Any future uses by the Licensee of the material granted by RFEF shall be prohibited, and as such, Licensee will be liable, with no limit, for any damage caused to RFEF.

#### **13. ACCEPTANCE OF TERMS**

Any Bidder submitting a Bid in order to exploit the Rights mentioned in this Tender shall be deemed to have read, understood and expressly accepted all the terms and conditions relating to the Tender, including its Annexes.

#### **14. SEVERABILITY**

Shall any of the clauses contained in this Tender be rendered invalid, or illegal, only said particular provision will be rendered invalid and as such, the validity of the remaining provisions shall not be affected.

# **15. INTERPRETATION**



The English version of this Tender is to be regarded as the sole binding version of this Tender. In case of contradiction between the Spanish and English version of this Tender, the English version will prevail.

# 16. JURISDICTION AND APPLICABLE LAW

This Tender, the License Contract and any related documentation or negotiation shall be governed by Spanish law. The Courts of Madrid will have exclusive jurisdiction to adjudicate any dispute that arises under or related to this Tender.

Las Rozas, 2 December 2019



# ANNEX 1. – RIGHTS AND OBLIGATIONS OF THE SINGLE AND UNIQUE PACKAGE THAT IS SUBJECT TO COMMERCIALISATION

#### I. DESCRIPTION OF THE OFFERED PACKAGE

#### 1. Offered Package

A single Exclusive worldwide Package (excluding Spain is offered in this Tender. This Package consists of the right to broadcast live the Copa de S.M. El Rey and the Supercopa de España, hereinafter, the "Matches" or "Events" through the internet but only (i) on Betting Websites and Betting Web Applications on the strict condition that the live streams of the Events may only be viewed by registered betting account holders who have either paid a fee or deposited funds with the applicable Bookmaker prior to viewing for the purpose of betting and/or (ii) within the betting establishments of Bookmakers by means of IPTV transmission; (and the right to grant the same to any third party, subject to that third party's compliance with all the relevant terms and conditions set out in this ITT). For the avoidance of doubt:

The Licensee cannot provide streams to trading floors for the purpose of data collection. Furthermore, the Licensee cannot use the rights to create any form of data products relating to the Events:

Exclusivity shall be understood as the Right to exclusively hold the rights for betting purposes. Award of the Package cannot be understood, in any case, as having the right to stream the Competitions for other purposes and in other conditions as the ones indicated in this Tender.

# 2. Matches contained within the offered Package. Number of Matches per Competition and Season

# 2.1.- Copa Del Rey:

65 matches per season - Season 2019/20 dates (subject to change) In the event more matches are produced, RFEF will deliver the signal to the Licensee.

- First Round: 17-19<sup>th</sup> December 2019 16 matches designated by RFEF
- Second Round: 11-12<sup>th</sup> January 2020 16 matches designated by RFEF
- Last 32: 21-23<sup>rd</sup> January 2020 16 matches
- Last 16: 28-30<sup>th</sup>January 2020 8 matches
- Quarter Finals: 4-6<sup>th</sup> February 2020 4 matches
- First Match of the Semi-Finals: 11-12<sup>th</sup> February 2020 2 matches
- Second Match of the Semi-Finals: 3-4<sup>th</sup> March 2020 2 matches
- Final: 18th April 2020 1 match

#### 2.2.- Supercopa

- 3 Matches per season (semi-finals and final).
- 2.3.- The number of Events is subject to any competition changes, including format changes.



#### II.- License Period

3 seasons (2019/20; 2020/21, 2021/22).

Season 2019/20: Copa de S.M el Rey 2019/20 and Supercopa 2019

Season 2020/21. Copa de S.M. el Rey 2020/21 and Supercopa 2020

Season 2021/22. Copa de S.M. el Rey 2021/22 and Supercopa 2021

#### **III.- Territories**

Worldwide, excluding the Kingdom of Spain.

#### **IV.- Sub-licensing**

Sub-licensing the Rights may be possible provided that (i) sub-licensees are fully licensed and regulated Bookmakers in accordance with the law of the Territory in which the Rights will be exploited; (ii) sub-licensees can accredit compliance with the requirements envisaged in Section 5.

The Licensee and its Sub-licensee must formalize their relation via contract, which must be sent to RFEF upon notification. This shall be done in order to ascertain that the requirements are met, including the provision made in section 4. No Rights other than those expressly provided for in this Tender shall be granted.

#### V.- Advertising Restrictions:

Neither the Licensee nor any Bookmaker shall be entitled to specifically advertise or promote the availability of live coverage of Events on its services other than as part of an overall betting advert or promotion for Licensee's or the relevant Bookmaker's betting streaming service. The Licensee must ensure that no form of sponsorship or advertising appears within or in any way in connection with the Encoded Feeds on the Betting Websites and Applications or elsewhere.

# VI. - Restrictions as to the emission of the Competitions for betting purposes

The Licensee undertakes, during the term of this Agreement and until its expiration, to comply, at all times, with the following restrictions:

- The broadcasting of the Competitions shall not be comparable in quality to the media transmission of the Competitions.
- The broadcasting of the Competitions may only be available in Standard Definition ("SD")
- The broadcasting/streaming of the Match shall only be authorized for reception on a personal computer (whether portable or fixed) and/or by tablet, mobile, telecommunication device or another mobile device;
- Live signal of the Match by the betting provider may only be available to the users that, at the relevant time of the Match, have an open and active account with the Betting Provider. An "open and active account" is to be understood as an account: (i) that has a positive balance; and/or (ii) in which the relevant user has placed a bet for the particular Match. As such, parallel viewing with one account from several electronic devices shall be strictly forbidden.
- Broadcasting of the Match shall be restricted to 600kbps. As such, no streaming of the Final is to be made available at above said speed.
- The Betting Provider may not advertise its broadcasting as a service whereby users may



watch the matches live without linking such opportunity to the offer to place bets. As an example, the service shall not be commercialized as an opportunity to watch free, open, football. Advertisements and/or promotions of the matches shall make no reference to any broadcast quality viewing experience on a television screen, nor shall contain any reference or promotion of such streaming for use on anything other than a computer, or mobile device screen. Any reference to the possibility of streaming/broadcasting on a television screen shall be strictly forbidden.

- The size of the players must be limited. As such, screens shall not cover more than one third of screen size on display to end users on screen when fully maximized and no more than half the area on smartphones. viewing on a television or other large screen must not be possible (whether by "casting", "mirroring" or otherwise);
- Broadcasting/transmission of the Competitions is restricted to the Betting entity's app/website and impedes users and/or potential users from visualizing the Match without access credentials. Broadcasting of the Rights through other websites shall be strictly forbidden.
- Broadcasting of the Matches in the physical betting stores, and with independence on the
  type of mechanism used for the transmission will only be allowed if it takes place within
  the store premises. As such, necessary measures must be implemented in order to
  impede access to the Match outside the store premises. Measures may include, for
  instance, reducing outside viewers' visibility.

The above restrictions must be complemented, at all times, with the law applicable in the Territory.

# VII. - Delivery Costs:

All costs associated with the Licensee encoding and delivery of the Encoded Feeds to its sublicensee Bookmakers will be borne by the Licensee. The Licensee shall grant RFEF unlimited access, at no cost, to all Encoded Feeds for RFEF commercial and non-commercial use.

For the avoidance of any doubt, RFEF and/or to third parties authorized by RFEF shall be responsible for delivering and/or making available to the Licensee the International Signal to the corresponding satellite. Accordingly, the Licensee and/or the third parties shall be exclusive responsible for downlinking the International Signal from the corresponding satellite to the broadcaster and at its own cost.

# **VIII.- Licences/Compliance with Laws:**

The Lincensee and all sub-licensee Bookmakers: (a) must hold valid licences to operate Betting Websites and Applications and betting premises in the territories where the Rights are exploited; and (b) otherwise comply with all applicable laws and regulations in the territories in which the Licensee and all sub-licensee Bookmakers operate (which may include not exploiting the rights in particular territories where sports betting is prohibited in those territories).

# IX.- Use of RFEF Feeds and Encoded Feeds:

No employees or contractors of the Licensee and/or any sub-licensee Bookmaker shall use RFEF Feeds for any purpose whatsoever other than for the purpose of producing the Encoded Feeds and for quality monitoring purposes.



# ANNEX 2. – GENERAL TERMS & CONDITIONS GOVERNING THE SUBMISSION OF A BID IN THE TENDER

By submitting a Bid, the Bidder irrevocably and unconditionally accepts that:

The Bidder has read and understood, and agrees and accepts, the provisions and procedures, and terms and conditions (including the outcome) of this ITT and agrees to be bound by the terms and conditions of this ITT.

This ITT does not constitute a contract or an offer that is capable of acceptance.

The Bidder waives its entitlement to seek injunctive or equitable relief in respect of this ITT, this ITT process and the subject matter of the ITT.

The Bidder enters into this process at its own cost and risk and will be responsible for all its costs associated with any Bid submitted, irrespective of whether or not it is awarded the Rights Package.

The Bidder warrants to RFEF that the information contained in its Bid or otherwise provided to RFEF in connection therewith is not false or misleading.

The Bidder undertakes to keep the content of this Tender, its offers, and any communications and/or negotiations related thereto strictly confidential and shall not make any announcements or public statements relating thereto without RFEF's prior written approval. Such confidentiality undertakings shall survive the termination of the Bidder's involvement in this ITT process.

Any Bid submitted shall be unconditional, irrevocable and open and capable of acceptance by RFEF.

RFEF may at any time (i) amend the Rights Package and/or any terms and conditions of this ITT if from the 2020/21 season onwards the Competitions' systems are modified, prior notification to any interested Bidders through its official website and/or (ii) withdraw this ITT and the Rights Package at any time and terminate the bid process in cases of force majeure.



# **ANNEX 3. – BIDDING FORM**

Please complete the section(s). Allocations between Rights are indicative only.

QUESTION	BIDDER RESPONSE	
Name and address of Bidder:		
Please confirm (by stating "Yes" in the adjacent box) that the Bidder accepts and agrees that its Bids are for the Rights Package described in Annex 1 section 1, and subject to the terms and conditions set out in the Tender:		
Competitions' Rights for three (3) seasons (2019/20, 2020/21, 2021/22)		
Allocation to Copa de S.M. el Rey and Supercopa Rights	2019/20: [€ ]	
<b>Total allocation</b> in EUROS (exclusive of any applicable sales taxes and net of any withholdings and/or other deductions) in respect of the Competitions' Rights worldwide, in respect of each of the seasons 2019/20, 2020/21, 2021/22.	2020/21: [€ ]	
	2021/22: [€ ]	
	TOTAL AMOUNT OF OFFER:	

An authorised representative of the Bidder should sign and date this Bidding Form below. By doing so, such representative warrants and represents that he/she has the necessary authority, consents and approvals to submit the Bid made on this Bidding Form on behalf of the Bidder

Signed:	
duly authorised on behalf of Name:	
Title: Date:	



# ANNEX 4. – DEADLINE CALENDAR

Event	Date
Opening of the Bidding Process	2 December 2019
Clarifications regarding the Tender and RFEF response	Clarifications may be requested until 4 December 2019 at 00:00 (Madrid time CET). The RFEF will respond on 5 December 2019 by posting them on the RFEF's official website.
Deadline for the reception of Bids	11 December 2019 at 12:00 PM (Madrid time CET)
Amendment period	At least 2 days after the opening of bids.
Opening of Bids	As of 11 December at 12:00 PM (Madrid time CET)
Award of Rights	Until 23 December 2019
Date of signature of the License Contract	Until 3 January 2020
Date of publication of the list of Licensees	After the signature of the contracts.