



REAL FEDERACIÓN ESPAÑOLA DE FÚTBOL

COPA DE S.M. EL REY
OFFER FOR EUROPEAN UNION COUNTRIES AND OTHER EUROPEAN COUNTRIES

1.- Identification of the RFEF and advisors.

The RFEF is the entity that commercializes the audiovisual rights of the COPA DE S.M. EL REY in accordance with the provisions of Royal Decree Law 5/2015 of 30 April 2015. For this purpose, it is advised by experts. Decisions on the analysis and evaluation of the bids, the award, the signing of the contracts and the collection of the amounts offered by the successful bidders directly from the latter shall be the exclusive responsibility of the RFEF. The company providing commercial advice to the RFEF is SPORTRADAR.

Those interested in submitting bids (hereinafter referred to as "Applicants", "Bidders" or "Interested Parties") should contact the RFEF at the following address:

Real Federación Española de Fútbol

D. Rafael Zapatero
TV Department Director
Plaza Luis Aragonés s/n
Las Rozas, Madrid
Email: audiovisuales@rfe.es

2.- Rights that are commercialized.

2.1.- The RFEF offers the option of submitting bids for single lot described below:

Lot : MATCHES

-The exclusive live broadcasting on any operating channel of the thirty-three (33) Matches referred to in clause 3 for the Authorized Territories.

-The non-exclusive deferred broadcasting of the Matches within the season to which the match corresponds.

-The broadcasting of any additional matches, in the event that the RFEF produces more than 33 matches without the need to pay consideration for the exploitation of such rights. However, in the event that more than 33 matches are produced, the costs of access to the signal must be paid.



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-The possibility for the Successful Bidder to produce summaries of each match for its programs or channels is included.

The content of the rights being commercialized is detailed in clause 4.

2.2.- The rights acquired and obligations contracted by the Successful Bidder under this document are personal and may not be sold, sublicensed, subcontracted, assigned, transferred or otherwise disposed of to third parties without the express, prior and written consent of the RFEF, granted prior to any eventual sublicensing contract or eventual act of assignment that is intended to be signed. In the event that authorization is requested, the company to which it is wished to sublicense, the territory, the term, the channel and the audiences thereof shall be indicated in detail and the request must be made in writing at least 15 calendar days before the broadcast date of the matches to the following address: tv@rfef.es

The RFEF will reply to the request for sublicensing or transfer within 5 calendar days of receiving the complete documentation required from the licensee.

The RFEF may refuse reasoned the sub-license in the following cases:

- If the potential sub-licensee has contracted a debt with the RFEF and/or there are legal proceedings underway in relation to the non-payment of the aforementioned amounts.
- Reputational risk for the RFEF in the case of channels broadcasting socially inappropriate content, inappropriate being understood as content of illegal activities.
- The potential sub-licensee proposes a format of exploitation of the rights contrary to what is established in these terms and conditions.
- The potential sub-licensee falls within the grounds for exclusion referred to in section 8.2.

If the reply is negative, it will explain the decision. In the absence of a reply, the application will be deemed to have been accepted.

In the event of a sublicense or assignment, subject to prior authorization as set out in the preceding paragraph, the licensee shall be jointly and severally liable with its sub-licensee or assignee for the acts and omissions of any sub-licensee or assignee and shall ensure that the sub-licensee expressly assumes in writing all obligations and duties under this process and the license agreement and complies at all times with all terms, conditions and obligations of the license agreement and the contract.

2.3.- The acquisition of audiovisual content gives the right to broadcast in free-to-air or pay service, under any form of distribution, television, cable, satellite, adsl, wifi, internet, webincluding OTT, 3G, 4G, 5G, mobile devices and future forms of distribution, and in linear or non-linear format and on demand.



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2.4.- Lot will be offered by the countries or regions listed in Annex 1. In the latter case, the configuration may be modified depending on the characteristics of the market.

2.5.- The competition is described in Annex 2.

2.6.- Seasons:

Lot is marketed for a period of three and possibly four or five seasons starting from the 2022/23 season. The season starts on July 1 of each year and ends on June 30 of the following year.

2.7.- Guarantees on broadcasting

The Successful bidder shall ensure that the Rights are exclusively accessible from the Territory, and undertakes to implement all those security measures, such as signal encryption or geo-blocking system, DRM systems, to prevent access to them from outside the Territory and/or illegally. With regard to the content accessible via the Internet or any other equivalent broadcasting medium, the successful bidder who exploits the aforementioned audiovisual content must undertake to implement all those measures that prevent the copying, storage, preservation or sending of any of the acquired audiovisual content, as well as to use a system that prohibits accessor viewing outside the country where it is authorized to broadcast the content.

2.8.- Brief Informative Summaries

Successful bidders must take into account the provisions of Article 19.3 of Law 7/2010 of 31 March 2010 on Audiovisual Communication in the terms established by the CNMC.

3.- Format and dates of the matches.

3.1.- Format of the competition:

Without prejudice to possible modifications in the competition system decided by the competent bodies of the RFEF, 116 clubs are currently participating in the competition in a format of 7 knockout stages, all of which are single-legged except for the semi-finals, which are played over two legs. The full competition consists of 117 matches with the following knockout system.

Phase	Date	Kick-off times (CET)	Number of matches played	Number of matches available



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1st Round	To be determined by the RFEF	Two time slots at 19:00 and 21:00 (indicatively 19:00 and 21:00)	Fifty-six (56)	On request. It is likely that 16 matches can be provided.
2 nd Round	To be determined by the RFEF	Two time slots at 19:00 and 21:00 (indicatively 19:00 and 21:00)	Twenty-eight (28)	On request. It is likely that 16 matches can be provided.
Round of 16 (1/16)	To be determined by the RFEF	Two time slots at 19:00 and 21:00 (indicatively 19:00 and 21:00)	Sixteen (16)	All
Round of 8 (1/8)	To be determined by the RFEF	Two time slots at 19:00 and 21:00 (indicatively 19:00 and 21:00)	Eight (8)	All
Quarter-finals (1/4)	To be determined by the RFEF	Two time slots at 19:00 and 21:00 (estimated 19:00 and 21:00)	Four (4)	All
Semi-finals first leg	To be determined by the RFEF	Two time slots at 19:00 and 21:00 (estimated 19:00 and 21:00)	Two (2)	All
RETURN of Semi-Finals	To be determined by the RFEF	Two time slots at 19:00 and 21:00 (estimated 19:00 and 21:00)	Two (2)	All
Cup Final Match	To be determined by the RFEF	Estimated between 21:00 and 21:30	One (1)	All



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3.2.- Dates and timetables.

For information purposes, the scheduled dates for the play-offs are as follows: matches in November, December, January, February, March and April, with the television Successful Bidder being notified as soon as they are determined by the RFEF at the start of each season. The RFEF reserves the right to modify the qualifiers, dates and match times.

The timetables may be subject to changes due to, inter alia, the timing of international commitments.

Matches are scheduled to take place on Tuesday, Wednesday, Thursday for midweek and Saturday/Sunday for weekend matches.

The RFEF will set the dates and times of the matches and their modifications, however, the schedules will be similar to those of the Copa de S.M. el Rey for the 2021/22 season.

All dates and times refer to Madrid time included in Central European Time, CET.

4.- Rights assigned to the lots.

4.1.- Matches to be broadcast .

a) The RFEF guarantees the production of at least thirty-three (33) matches of each edition of the Copa de S.M. el Rey from the round of 32 to the final for the following seasons (hereinafter, the "Matches" or the "Match"). The Bidders are also informed that, should they be the successful bidder, they must guarantee the broadcasting of at least fourteen (14) matches per season of the Copa de S.M. el Rey, with the matches relating to the semi-finals and Final of the Copa de S.M. el Rey also being compulsory.

b) The successful bidder may also broadcast any additional matches in the event that the RFEF produces more than 33 matches, without the need to pay consideration for the exploitation of such rights. However, in the event that more than 33 matches are received, the Successful Bidder shall pay the signal access costs stipulated in Clause 5.

The rights reflected in the above paragraphs shall be granted on an exclusive basis for the territories awarded to each bidder. However, rights shall be granted on a non-exclusive basis in those territories subject to signal overlap or where expressly stated in Clause 4.3. and Annex 1.

c) The Successful Bidder may also broadcast the Matches on a deferred basis within each season to which such Match corresponds.

4.2.- Excluded rights.



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The rights granted to an end operator as part of a Lot represent the totality of the rights granted to him. Any rights that are not expressly included as part of a Lot are outside the scope of the Lot, such as data, statistics, scouting, virtual reality, interactive training products, excluding from this tender the exploitation by gaming platforms and/or online bookmakers for the purpose of streaming for betting and gambling related purposes and the possibility to broadcast the Matches on trains, flights and on board ships of any kind. Broadcasting in public places such as bars, restaurants and hotels is permitted (provided that it concerns the showing of the Matches free of charge, without charging admission, so that the showing is ancillary to the customer's use of the premises for consumption or accommodation), and therefore broadcasting in cinemas and theatres or similar broadcasts in premises or places with a viewing public is not permitted.

The preliminary round of the Copa de S.M. el Rey is also excluded from commercialization.

4.3.- Some of the rights offered are not exclusive and interested candidates are made aware of this, in particular the following:

The RFEF informs Bidders interested in acquiring the Media rights of the existence of limitations or reserved/non-transferable rights held by the clubs and/or the RFEF:

- a) The participating Clubs or Sports Limited Companies (S.A.D.) at whose facility the matches are held, may broadcast the match on a deferred basis from 24 hours after the end of the match, provided that they do so directly through their own distribution channel, dedicated thematically to the sporting activity of the participating club or entity, which has a DTT television license and for broadcasting solely and exclusively on that television channel .
- b) The RFEF, and the Clubs and/or S.A.D. playing the matches may publish clips and/or highlights of images on their official profiles (website and Social Networks). Such use will be restricted to a maximum of four (4) minutes in total duration between both products, and immediately after the end of the match.
- c) The RFEF may display the Highlights via its Official Platform from the end of the Match. Official Platform means any official digital distribution channel operated by the RFEF including youtube, Instagram, twitter or similar.
- d) The RFEF and the Clubs/SAD may exploit virtual advertising in accordance with the agreements reached with the clubs. The exploitation of the virtual advertising will correspond to the Club/SAD in whose stadium the match is played, except in the Final, which corresponds to the RFEF. However, the Club/SAD may grant the exploitation rights to the RFEF in exchange for a price.
- e) The RFEF reserves the right to authorize Sponsors and/or Official Suppliers of the Competitions to use images of the Competition on the Sponsor's own platforms to promote their association with the Competition with a minimum of 4 players simultaneously and from 4 different clubs.
- f) Closed-circuit rights at the stadium where each match is played.
- g) Spanish and international rights to be commercialized by the RFEF.



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- h) The RFEF and the participating clubs may make use of the right to archive all matches of the competition.

4.4.- The lot of 4-minute clips in non-exclusive of the matches produced in free-to-air or encrypted broadcasting are excluded from this process and will be marketed by the RFEF at a later stage.

5.- Production of the matches.

In order to facilitate integrity and uniformity in the criteria governing the technical production of the matches, as well as to preserve and promote the international image of both the competition and the RFEF, the international production of the 3 matches shall be carried out by the RFEF and under its responsibility when so is determined. However, the RFEF, when so is established, may receive technical assistance from third parties in order to guarantee an adequate level of production. Such third parties shall in no case be responsible for the production, which shall at all times be the responsibility of the RFEF. These 3 matches are produced in at least HD format (1080p50 pixels) and the overlay commentary and graphics will be delivered in English.

The final operator intending to receive the Signal of the COPA Matches must pay the technical costs related to the provision of the Signal incurred by the service provider company to be appointed by the RFEF. These costs are independent of the offer made and cannot be compensated, in any way, with the final price paid for the award of the particular Territory. The amount to be paid to the RFEF or the company designated corresponds to the cost of providing access to the signal. This cost, in accordance with the prices provided for similar competitions, amounts to one thousand five hundred (€1,500) EUROS per match.

The RFEF guarantees compliance with the minimum requirements regarding the position of cameras and sound production standards. In addition, the RFEF undertakes to implement all technical measures necessary to ensure the transmission of a signal that meets the highest international quality standards available on the market.

In any case, the costs of access to the signal of each match must be paid within fifteen (15) days from the celebration of each match corresponding to the Copa de S.M. el Rey.

6.- Commercialization conditions

6.1.- Royal Decree Law 5/2015 of 30 April 2015

On 30 April 2015, the Spanish government approved the Royal Decree-Law 5/2015. This regulation establishes the main framework revolving around the joint



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commercialization of football audiovisual broadcasting rights. Article 4 regulates the marketing conditions:

“Article 4. Conditions for joint commercialization of audiovisual rights.

1. The system of commercialization and exploitation of audiovisual rights shall be governed by the principle of freedom of enterprise within the framework of the evaluation system established by European and Spanish competition law.

2. The commercialization of audiovisual rights in the national and European Union markets may be carried out under exclusive or non-exclusive exploitation arrangements, including non-exclusive Commercialization arrangements on equal terms to all interested operators, in accordance with the provisions of this Article.

3. The Commercialization entities shall publicly establish the general conditions governing the Commercialization of the exploitation rights of audiovisual content subject to centralized commercialization, including the configuration of the offers for their exploitation in the national and European Union markets, their grouping into lots and the requirements for their award and exploitation, which must in all cases respect the limits and principles established in this Royal Decree- Law. Without prejudice to the provisions of Law 3/2013, of 4 June, and other competition regulations, prior to the approval of such conditions, the trading entities shall request the National Markets and Competition Commission to prepare a report on the aforementioned rights trading conditions. Said report shall be drawn up within one month of being requested.

4. For the purposes of determining the conditions for centralized trading of allowances referred to in the previous paragraph, the following criteria shall be taken into account:

(a) The commercializing conditions shall specify the scope of the lots of rights to be marketed, indicating, in particular, the content included in each lot, the geographical scope for exploitation, whether they are intended for free-to-air or encrypted broadcasting, and whether they are to be subject to exclusive or non-exclusive exploitation.

b) The commercialization of rights corresponding to events of general interest to society, as referred to in Article 20 and the sixth transitional provision of Law 7/2010 of 31 March, shall be guaranteed.

(c) The date and time of each event marketed or the conditions under which the successful bidder can determine the date and time of each event must be specified in the tender conditions.

(d) The award of the rights must be carried out by means of a public, transparent and competitive procedure without discrimination between bidders, based on



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objective criteria which must include, in particular, the economic profitability of the bid, the sporting interest of the competition, and the growth and future value of the audiovisual rights that the successful bidder can provide.

(e) The award of each lot or package shall be made independently. The award conditions established by the commercialization organizations and the bids submitted by bidders may not be made conditional on the purchase of certain packages or lots or on the occurrence of certain events.

(f) The duration of commercialization contracts shall be subject to the competition rules of the European Union.

This amendment will be operative for the commercialization of the exploitation rights of audiovisual content subject to centralized commercialization approved as from the entry into force of Royal Decree-Law 15/2020 of 21 April.

(g) The same person or entity may not hold or acquire directly or indirectly exclusive exploitation rights in the national market for content corresponding to more than two packages or lots, either in the bidding process or at a later stage through acquisition or transfer of rights acquired by third parties, unless in any lot or package there are no bidders or acquirers or other economically equivalent offers.

(h) Entities commercializing the rights shall manage them in advance for their exploitation to be carried out in an appropriate way.

5. The conditions for the commercialization of audiovisual rights on international markets shall be made public and shall be subject to a prior report by the National Markets and Competition Commission under the terms set out in the second paragraph of section 3 of this article. The commercialization entity shall provide updated information on current commercialization contracts on the website.

6. If any of the successful bidders fails to exploit the audiovisual rights, the commercializing organizations may terminate the contract and award it to another bidder, notwithstanding the agreed stipulations.

7. The audiovisual rights included in the scope of application of this Royal Decree-Law which are not subject to joint commercialization may be exploited and commercialized individually by the participating clubs or entities, directly or through third parties”.

In view of the foregoing, prior to the disclosure of these conditions, the RFEF has requested a report from the National Commission for Competition Markets (hereinafter “CNMC”) on the adequacy of the aforementioned conditions to Royal Decree Law 5/2015.

6.2.- Broadcasting rights for short news summaries.

In all cases, the successful bidder must take into account and comply with the provisions of Article 19.3 of the General Audiovisual Communication Act 7/2010: “The



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exclusive broadcasting right may not restrict citizens' right to be informed. Audiovisual/media service providers who have contracted exclusively to broadcast an event of general interest to society must allow other providers to broadcast a short news summary under reasonable, objective and non-discriminatory conditions. This service shall only be used for general news programmes and may only be used in on-demand audiovisual media services if the same media service provider offers the same programme on a deferred basis.

No fee is chargeable when the news report on an event, a single set of events or a sporting competition is broadcast as part of a general news programme, on a deferred basis and the duration is of less than 90 seconds. The exemption from the fee does not, however, cover the costs needed to facilitate the production of the summary. The permanent appearance of the logo or trademark of the organizing body and the main sponsor of the competition must be ensured during the broadcast of the summary.

Audiovisual media service providers may have access, within the authorised area, to the areas where the event is taking place”.

The rights to broadcast the brief news summaries shall expire twenty-four (24) hours after the end of the match, and may be broadcast a maximum of two times in general news programmes. In turn, the exercise of the right recognized in article 19 of Law 7/2010, of 31 March, General Audiovisual Communication, must be exercised in accordance with the points indicated therein, and in accordance with that specified by the National Commission for Competition Markets in its different resolutions, with the providers being able to request access to the event or the signal from the successful bidder.

6.3. At the same time, it should be noted that the broadcasting rights for live matches are non-exclusive.

7.- Intellectual property, trademarks and digital assets.

7.1.-The RFEF is co-owner, together with the clubs, of all the Intellectual Property Rights of the Competition.

The RFEF, where applicable, and the clubs in relation to the images of their team, may make use of the right to archive all matches of the competition. Audiovisual material related to the competition and matches filmed, recorded and/or produced, including the international signal, highlights, clips and any other audiovisual material relating to the competition, and licensed matches relating to the competition shall be considered archive material. The right to archive includes the right to broadcast the archive material. Clubs shall also have the right to archive



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the matches they played. In this regard, once the term of the corresponding commercialization contract has expired, the successful bidders must return to the RFEF any material generated as a result of the exploitation of the awarded lot or to destroy it if so requested by the RFEF, as well as any information held by virtue of the commercialization contract, which may give rise to an improper use of audiovisual rights beyond the duration of the corresponding contract.

Likewise, once the aforementioned term of the commercialization contract has expired, the RFEF and the participating Clubs/SADs (the latter in respect of the matches they have played), in their capacity as producers of the Matches and Summaries, will hold all the intellectual property rights that legally correspond to them over all the contents and audiovisual recordings (files) that have been generated, and may be exploited in any medium or support, without any limitation in a worldwide territorial scope for the maximum period of validity of such rights.

7.2.- The RFEF is also the owner of the Trademarks and distinctive signs of the Competition of the Copa de S.M. el Rey, as well as all other trademarks of the RFEF and/or the Tender, without prejudice to the non-exclusive use that the Clubs may make of the content generated by the Matches. Nothing contained in this Tender is interpreted in the express or implied sense of granting intellectual property rights to any Bidder over the intellectual property belonging to the Clubs and/or the RFEF.

7.3.- During the term of the contract signed with the Successful Bidder, only the RFEF, if applicable, and the participating clubs may make use of any digital asset, understood as tokens or NFTs or similar and any other asset similar to the above that exists or may be developed in the future.

8.- General documentation to be submitted with the bids.

8.1.- Within the deadlines indicated by the RFEF, any legal entity that has the capacity to act may submit a bid by filling in the form indicated in annex 3 and providing the following documentation:

8.1.1.- General description of the candidate and experience in the exploitation of audiovisual rights in sporting events. In the case of intermediary agencies, they must accredit experience and capacity in the international distribution of these events and in the bid they must identify the channel to which they wish to sublicense the rights, always considering the provisions of this document for the sublicensing or assignment of rights.

8.1.2.- Prove an average annual turnover for the last three years of more than one and a half million (€1,500,000.00) Euros. However, if an Applicant, for whatever reason, is unable to prove such turnover, it may be considered eligible if it undertakes to pay in the first season the totality (100%) of its bid for the first season



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on the date of the Signing of the License Contract. Turnover shall be evidenced by the submission of the company's audited annual accounts for the financial year 2020 or 2021.

8.1.3.- To be able to guarantee the full payment of all economic obligations that may arise from the awarding of the exploitation rights. To this end, the RFEF may establish that the successful bidder provides a bank guarantee or alternative guarantee for each season of the award in order to guarantee the payment of its bid obligations. The guarantee must be issued by a bank subject to the control of the Single European Banking Supervision Mechanism implemented by the European Central Bank. Furthermore, the guarantee must be secured on first demand and without the benefit of any benefit of excussion, order or division. The decision on this requirement must be made within a maximum period of 5 days after the award and the bank guarantee or guarantee must be provided within 30 days after the signing of the contract, the entry into force of which will be conditional upon the presentation of the guarantee. The guarantee may be required for each or all of the seasons covered by the contract. The guarantee shall be valid until two months after the last payment deadline of each season. In the event that an alternative guarantee to the bank guarantee is offered, the express written approval of the RFEF will be required.

8.1.4.- If there is any pending legal process or outstanding unpaid amounts between the RFEF and the Applicant, or a company belonging to the same Group of Companies as the Applicant in relation to any agreement related to the non-payment of audiovisual rights, a guarantee payable on first demand at the Applicant's expense, equivalent to the sum of: (a) the amount that is outstanding; and (b) the bid made in this process.

8.1.5.- In the event that the candidate is a tax resident in Spain, or acts through a permanent establishment located in Spain, or for any other reason is registered in the census of taxpayers in Spain, he/she must present a certificate of being up to date with his/her tax obligations with the AEAT (Spanish Tax Agency). The certificate to be presented will be the one issued by the Spanish State Tax Administration Agency (Agencia Estatal de la Administración Tributaria de España).

8.1.6.- When the candidate is a company registered with the Spanish Social Security, it must present a certificate of being up to date with its social security obligations, issued by the General Treasury of the Social Security:

8.1.7.- Submit a certificate from the Secretary of the competent body, with the approval of the Chairman or, where appropriate, the legal representative of the entity, certifying that the company has not declared or applied for the opening of insolvency proceedings. Applicants who are subject to liquidation, bankruptcy and/or insolvency proceedings, arrangement with creditors, and even if they are



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subject to a legal moratorium with their creditors, will not be admitted to submit bids.

8.1.8.- The following documentation must be provided:

- a) Current certificate of registration in the commercial register.
- b) A copy of the latest audited annual accounts of the applicant and its parent company.
- c) Power of attorney or powers of the legal representative of the company.
- d) Act of title deed.

8.2 Grounds for exclusion.

Applicants in which any of the following situations occur shall be automatically excluded from the tender:

When the company has been declared criminally responsible for the conduct listed below and/or when the company whose directors or representatives are de facto or de jure, in force in their position or representation, have been convicted by final judgement by the Courts or Tribunals for the following offences: terrorism, constitution or integration of a criminal organization or group, illicit association, illegal financing of political parties, trafficking in human beings, corruption in business, influence peddling, bribery, fraud, offences against the Public Treasury and Social Security, offences against workers' rights, prevarication, embezzlement, negotiations prohibited to civil servants, money laundering, offences relating to land and town planning, protection of historical heritage and the environment, or to the penalty of special disqualification from the exercise of a profession, trade, industry or commerce.

The scope and duration of this exclusion shall be the duration determined in the final criminal sentence, subsisting for the period indicated therein. In the event that no term has been established, the duration shall be 3 years from the date of the conviction by final judgement.

The exclusion shall also apply to undertakings which, by reason of the persons who govern them or other circumstances, may be presumed to be a continuation or a derivative, by transformation, merger or succession, of other undertakings in which the former were involved.

Proof that this cause for exclusion does not exist at the time of submitting the tender shall be provided by means of a certificate issued by the Secretary of the competent body, with the approval of the Chairman or, where applicable, the legal representative of the entity.

8.3.- For the purposes of this IRO, a Candidate shall mean a content distribution operator (broadcasters, internet, television channels, telecommunications companies) which has the appropriate infrastructure, reach and resources, as well as a sound financial and professional situation, to exploit the Competition Rights



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within the Territory and which has its own audiovisual content editing and broadcasting capabilities.

8.4.- Specific documentation related to professional and/or technical solvency.

A Technical Report drawn up by the Applicant shall be provided containing at least the following points in relation to the broadcasts of the meetings in the territory:

- Characteristics of the audiovisual media services for the broadcasting of all matches, indicating the territorial coverage available;
- Description of the means to exploit the Rights offered, and their availability to the public;
- Details of the lot scheduling plans;
- Description of signal quality;
- Description of coverage and level of exposure according to rights;
- Description of the means available to secure the Applicant's commitment to promote the Competition (either through a commitment to enhanced programming or other promotions, both on-air and off- air);
- Description of the programming plan for the Competition including the level of coverage and exposure;
- The company's experience in the exploitation of audiovisual content, with an express indication of football-related content;
- Technical methods of distribution and commercial segment (free, paid, fee-for-service etc).

If the bid is submitted by an intermediary, it must prepare a report indicating the general description of its activities, expressly indicating its offer of sports content and submit an action plan that includes the expected coverage for the exploitation of the audiovisual content in the event that it is awarded the contract.

8.5.- If the bid is submitted by an intermediary, it must prepare a report indicating the general description of its activities, expressly stating its offer of sports content and submit an action plan including the expected coverage for the exploitation of the audiovisual content in the event that it is awarded the contract.

9.- Procedure and schedule

9.1 General

Applicants interested shall submit a bid for a minimum of three seasons as a general criterion (seasons 2022/23, 2023/24 and 2024/25).

When the applicant submits a bid for more than three seasons that necessarily requires, depending on the amount offered or the technical means made



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available, a longer period of amortisation of the investment in order to be able to cover it with normal economic-financial criteria and consistent with what is offered, the company must sufficiently and fully justify, by means of a detailed report, the need to extend the contract period to four or five years depending on its bid and its investment plan, as well as the reasonable amortisation of the same. This report must be included, necessarily, together with the economic offer and must explain in detail the business plan, the amortisation criteria and the justification of the need to have four or five years to be able to cover the investment made in the event of being awarded the contract and depending on the offer made.

In these cases, the business plan and the criteria for the amortisation of the investment, as well as the periodisation of the same will be evaluated by the RFEF's independent body, such as the RFEF's Audit Committee, which will issue a report prior to the award of the contract on the coherence of the plan and the effective need for a longer contract period.

Such a bid can only be taken into consideration if the report is favourable.

The same company may submit two separate tenders, one for the 3-year term and one for a longer term with a maximum of 5 years.

By submitting an Offer, the Applicant agrees to be bound by the terms and conditions of the Contract in Annex 4 and the Offer is an irrevocable and unconditional offer which may not be modified (unless requested by the RFEF) or withdrawn for a period of sixty (60) days after receipt of such Offer.

Bids shall be submitted by the deadline indicated by the RFEF. 9.2.-

Documentation of the Offer.

9.2.1.- Content and presentation of the Offer.

The Offer is composed by the documentation referred to in section 8 and the financial offer.

The financial offer shall be accompanied, where appropriate, by the report referred to in point 9.1.

The bid shall be submitted using form a in Annex 3 by the deadline indicated by the RFEF.

9.2.2. - The amounts to be received by the RFEF shall be offered and paid in euros, and shall be made free of:

-Any and all taxes (VAT will be added, if applicable);



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-Deductions and/or withholdings, of any kind, applicable in respect of such payments and no deduction or liability applicable thereto.

-Bank charges and financial costs arising from the financial transaction.

The Successful bidder shall be solely responsible for the payment of the aforementioned taxes, deductions and/or liabilities generated by the non-payment of the same. In the event that said taxes must be paid by the RFEF, the Successful bidder shall calculate the corresponding gross amount to ensure that the RFEF receives the totality of the consideration expressed as a Global Amount.

Payment of the consideration shall be made by bank transfer to the account indicated by the RFEF and shall be considered effective from the moment the RFEF receives the amount payable in its bank account. The amount stipulated in the letter of offer is equivalent to the net amount payable.

The successful bidder shall fulfil its payment obligations in accordance with the following payment schedule:

Season 2022/23

20% of the consideration offered shall be paid on the date of signature of the licence agreement.

40% of the consideration offered shall be paid by 10 December 2022.

40% of the consideration offered shall be paid by 1 March 2023.

Season 2023/24

50% of the consideration offered shall be paid by 1 September 2023.

50% of the consideration offered shall be paid by 1 March 2024.

Season 2024/25

50% of the consideration offered shall be paid by 1 September 2024.

50% of the consideration offered shall be paid by 1 March 2025.

Season 2025/26 and 2026/27 if applicable, shall maintain the same payment schedule as season 2024/25 adapted to the years of the contract.

9.2.3.- Applicants shall submit the documentation and the offer by electronic means to the following email address: copaeu@concursos.rfef.es In the subject line they shall indicate the name of the company submitting the tender and the number of the geographical lot as numbered in Annex 1.

All Bid documents shall:



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- a) Be complete, contain all the requirements included in paragraphs 8 and 9 and also fully comply with the terms, conditions and procedures required under the provisions of this IRO.
- b) They must bear the original signatures of the Candidate's authorized representatives, together with supporting documentation.

9.2.4.- The mailbox has a system of entry certification and time stamping of incoming mail provided by a third party that complies with the requirements of Law 59/2003, on Electronic Signature and Regulation (EU) 910/2014, on Electronic Identification and Trust Services for Electronic Transactions in the Internal Market (eIDAS). The RFEF will not have access to the information that the interested parties send to the aforementioned email addresses until the date and time of the opening of candidatures and financial bids, which will take place before a Notary Public. At the time of opening the bids, the service provider will provide the RFEF, before the Notary, with the keys or systems that allow access to the bid documents.

9.2.5.- Following publication of this IRO on the RFEF website, potential Applicants may request any reasonable clarification from the RFEF regarding the content of the IRO. Queries and/or clarifications should be sent by email to audiovisuales@rfef.es by the deadline indicated in the timetable. The RFEF's response will also be made by the deadline indicated in the timetable, by the same means and will be published on the website www.rfef.es respecting the confidentiality of petitioners in order to make the response available to all applicants, but without disclosing the identity of the enquirer.

9.3.- Language of the offer.

All the documentation of the Bid must be in Spanish or English. Any documentation that is not in Spanish must be accompanied by a translation into Spanish or English and, in the event of disagreement between the different language versions, the Spanish version shall prevail.

Failure to submit documentation in Spanish or English may be corrected within the time limit set for this purpose.

9.4.- Schedule.

The timetable for the trading of the Rights shall be as follows:



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Date	Event
June 21, 2022	Publication of the call for reception of bids on the RFEF's website
Until 18:00 PM June 28, 2022	Deadline for requesting clarifications
Until 18:00 PM July 4, 2022	RFEF deadline to answer any clarifying questions
Until 23:59 PM July 19, 2022.	Deadline for submission of bids
From the day after the closing date for the submission of bids.	Opening of bids before a notary. If any supporting documentation is missing, a period of at least 48 hours will be allowed for corrections to be made.
After the deadline for rectification	Provisional award by the evaluation body.
After the evaluation	Ratification and final award by the Supervisory Body.
Within 20 calendar days after the award.	Formalization of the contract.



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All dates and times refer to Madrid time included in Central European Time (CET).

The RFEF reserves the right to tender, evaluate and award the rights separately for each territory. By way of example, the RFEF may first initiate the bidding procedure and evaluation of bids for the territories Austria and Germany, and then continue with the bidding and evaluation of the territory of France. In such cases, a timetable will be published which will take into account all the stages set out in this section 9.4.

9.5.- Valuation.

In the evaluation, the RFEF guarantees that it will respect the principles of public procedure, transparency, competitiveness and non-discrimination with regard to the bids submitted.

The award criterion will be exclusively that of the best economic offer.

The award shall always be made to the best financial offer from the applicant who has submitted a bid for three seasons unless there is a bid for four or five seasons that is significantly higher than the bid for three seasons.

The bid will be considered significantly higher when the average annual value is higher than 20% of the average 3-season offer when the offer is for four seasons and 25% of the average 3-season offer when the offer is for five seasons.

If there are no offers for 3 seasons and there are only offers for four or/and five seasons, the same criterion applies that the offer for five seasons must be 5% higher than the offer for four seasons.

Offers for four or five seasons must, in any case, have obtained the prior favourable report of the RFEF's autonomous and independent Audit Committee.

In the event of a bid for one or more individual lots and lots grouped by region on the same territories bids for the individual lots shall be added together, compared with the bid for the regional lot and awarded to the bidder offering the highest consideration.

The evaluation body shall submit to the RFEF's audiovisual rights management control body a provisional award proposal to be approved by the said management body.

9.6.- In the event of not having received satisfactory bid/s during the award procedure of the different lots, the RFEF may initiate a second or successive rounds of bids, or cancel the present process.



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9.7.- The evaluation body will be composed of the persons indicated below and will analyse the bids and draw up a report that will be submitted to the RFEF's media rights management control body, incorporating a provisional award proposal that must be ratified by the RFEF's media rights management control body.

- The President of the RFEF or the person he designates on his behalf.
- The Chief Financial Officer.
- The Director of the Legal Department.
- The Director of Competitions.
- The Marketing Director.
- The TV Director.

A lawyer from the Legal Department shall act as Secretary of the body.

The bidder chosen by the RFEF will be a provisional successful bidder for the exploitation of the Audiovisual Rights. The final award is conditional upon (i) the signing of a license contract between the successful bidder and the RFEF (the "License Contract"); (ii) the agreement between the successful bidder and the RFEF of the appropriate guarantees for the correct execution of the economic obligations assumed; and (iii) the completion of all the documentation requested in the process.

9.8.-The RFEF reserves the right to tender, evaluate and award the rights separately for each territory.

10.- Contract.

The successful bidders shall sign the corresponding License Contract, the general conditions of which are set out in Annex 4 and shall be legally binding when signed by the Awardee and the RFEF.

11.- Suspension of the Tender and/or awards.

The RFEF may, before or after the award of the Tender, withdraw from the procedure for justified cause, non-remediable infringement of the tender procedure, or for reasons of force majeure, socio-economic and/or economic changes that hinder the fulfilment of the Contract or the Tender.

In the event of a duly justified case of force majeure, the RFEF may suspend or cancel the Tender, without the right to any compensation for the bidder.

In addition, the RFEF reserves the right to suspend or cancel the Tender if the development of the procedure and the market conditions so advise and also in the case of indications of collusion between bidders, in which case, the RFEF will inform



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the corresponding competition authority without undue delay of such indications, without the right to any compensation for the bidder.

Awards made to bidders who do not meet the requirements set out in Clause 8 or who lack the necessary capacity to act due to a supervening cause shall be null and void, without any right to compensation for the bidder.

12.- Confidentiality.

The content of the Tenders and documents submitted with them shall remain confidential. Bidders must refrain from sharing with third parties by advertisement or any other means of communication any information in connection with this tender.

The Bidder understands and accepts the right of the RFEF to make official publications about this Tender, its procedure, selections and Bidders, as stipulated in this Tender.

The RFEF undertakes to keep the Bidder's information and accompanying documentation confidential and will not disclose it to third parties; with the exception of the Authorities in the exercise of their legal obligations, the Controlling Body and the RFEF's Advisors.

13.- Interpretation

The tender and annexes will be published on the official RFEF website in Spanish and English.

The Spanish version of this Tender shall be considered the only binding version of this Tender. In the event of contradiction between the Spanish version and the English version of this Tender, the Spanish version shall prevail.

Las Rozas, June 21, 2022



THE LOTS

Lot is offered on a country-by-country basis and exclusively, except when stated that exclusivity is not offered.

Lot	Authorized territory includes:
E1.- Germany	Germany and on a non-exclusive basis in Luxembourg, in the latter case only in German.
E2.- Austria	Austria
E3.- Belgium	Belgium and on a non-exclusive basis in Luxembourg, in the latter case only in Flemish and French.
E4.- Bulgaria	Bulgaria
E5.- Czech Republic	Czech Republic
E6.- Cyprus	Cyprus
E7.- Denmark	Denmark, Greenland and Faroe Islands
E8.- Slovakia	Slovakia
E9.- Estonia	Estonia
E10.- Finland	Finland
E11.- France	France and Monaco, and on a non-exclusive basis in Luxembourg and Andorra, and in French only. The rights may also be distributed on a non-exclusive basis in the French Overseas Territories.
E12.- Greece	Greece
E13.- Hungary	Hungary
E14.- Ireland	Republic of Ireland
E15.- Iceland	Iceland
E16.- Italy	Italy, San Marino, and Vatican City
E17.- Latvia	Latvia
E18.- Lithuania	Lithuania
E19.- Malta	Malta
E20.- Norway	Norway



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E21.- The Netherlands	The Netherlands
E22.- Poland	Poland
E23.- Portugal	Portugal (including the Azores and Madeira)
E24.- United Kingdom	United Kingdom
E25.- Romania	Romania
E26.- Sweden	Sweden
E27.- Switzerland	Switzerland and Liechtenstein
E28.- Croatia	Croatia
E29.- Slovenia	Slovenia
E30.- Serbia	Serbia
E31.- Bosnia and Herzegovina	Bosnia and Herzegovina
E32.-Montenegro	Montenegro
E33.-North Macedonia	North Macedonia
E34.- Kosovo	Kosovo
E35.-Albania	Albania
E36.- Regional Lot United Kingdom and Ireland	United Kingdom and Republic of Ireland
E37.- Regional Lot : Central Europe	Czech Republic, Slovakia and Hungary
E38.- Regional Lot: Germany, Austria, Switzerland and Luxembourg	Germany, Austria, Switzerland and Luxembourg (on a non-exclusive basis in Luxembourg and only in German language)
E39.- Regional Lot: Nordic Countries	Finland, Denmark, Faroe Islands, Greenland, Iceland, Sweden and Norway
E40.- Regional Lot: Baltic Countries	Lithuania, Latvia and Estonia



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E41.- Regional Lot: Greece and Cyprus	Greece and Cyprus
E42.- Regional Lot: Balkan Countries	Bosnia and Herzegovina, Croatia, Montenegro, North Macedonia, Serbia, Slovenia and Kosovo (in Kosovo as non-exclusive).
E43.- Regional Lot: Albania and Kosovo	Albania and Kosovo (in Kosovo as non - exclusive)



ANNEX 2

COMPETITION FORMAT AND PARTICIPATING CLUBS CHAMPIONSHIP OF SPAIN/COPA DE S.M. EL REY

1-. COMPETITION SYSTEM.

The Spanish Championship / Copa de S.M. el Rey is structured in a total of seven knockout rounds and the final, which will be played in a single match, except for the semi-finals, which will be played in a double-match format.

First knock-out round.

All participating clubs will participate, except for the four clubs competing in the Supercopa de España tournament, in 56 competitive matches.

The pairings will be carried out by drawing lot, facing, as far as possible, the clubs of lower level against those of higher level that have passed the previous elimination, being the clubs distributed in as many cups as categories remain in the competition. The matches will be held in the sports facilities of the lower level club, as long as they comply with the minimum requirements established by the RFEF, and if they are of the same level, the match will be held on the facilities of the club whose ball was drawn first.

The 56 winners will participate in the second round of the Championship.

Second knock-out round.

It will be played by the clubs that won the previous round, in 28 competitive matches.

The pairings will be carried out by drawing lot, facing, as far as possible, the clubs of lower level against those of higher level that have passed the previous elimination, being the clubs distributed in as many cups as categories remain in the competition.

In the case of clubs belonging to different divisions, the match will be held in the sports facilities of the lower division, provided that they comply with the minimum requirements established by the RFEF and, if both clubs belong to the same division, in those of the clubs whose balls were drawn first.

The 28 winners will participate in the round of 32 of the Championship.

Round of 16



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The winning clubs from the previous round, plus the four First Division clubs in Group F, who were exempt from the two previous rounds due to their participation in the Spanish Super Cup, will take part in this 16-legged competition.

The four First Division clubs participating in the Super Cup will be paired with four other clubs that have passed the previous round, starting with those with the lowest level.

The remaining clubs will be paired, facing, as far as possible, the clubs of lower level against those of higher level that have passed the previous round, being the clubs distributed in as many cups as categories remain in the competition.

In the same way, in the case of clubs belonging to different divisions, the match will be played in the sports facilities of the club of the lower level, provided that they meet the minimum requirements established by the RFEF and, being both of the same, in those of the clubs whose balls have been drawn first.

Round of 8

The winning clubs of the round of 16 will take part in 8 competition matches.

The pairings will be carried out by drawing lot, facing, as far as possible, the clubs of lower level against those of higher level that have passed the previous elimination, being the clubs distributed in as many cups as categories remain in the competition.

In the case of clubs assigned to different divisions, the match will be played in the sports facilities of the club assigned to the lower level, provided that they meet the minimum requirements established by the RFEF and, being both of the same, in those of the clubs whose balls have been drawn first.

Quarter-finals.

They will be played by the winning clubs of the round of 16 in 4 competition matches, matched against each other by pure draw, being, in any case, the order of fields, the same of the extraction of the balls, provided they meet the minimum requirements established by the RFEF.

Semifinals.

They will be played, in a double match, by the winning clubs of the quarterfinals, paired by drawing lot being the order of fields the same as the order of the draw, as long as they meet the minimum requirements established by the RFEF.

The two finalist clubs will earn the right to take part in the Supercopa de España tournament.



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Final.

It will be played between the two winning Clubs of the semi-finals, on the date established by the RFEF, in the stadium determined by the RFEF.

The winning club will be entitled to participate in the UEFA Europa League. In addition, it will be awarded the Cup that accredits it as such.

Ownership of the Champion's Cup shall be awarded to the club that has won the championship three times consecutively or five times alternatively.

2.- PARTICIPATING TEAMS

For the edition of the Spanish Championship / Copa de S.M. el Rey of the 2022/2023 season, one hundred and six clubs that will participate in the 2021/22 Season, in the First Division and Second Division Championships, in the First RFEF, Second RFEF, Third RFEF, RFEF Cup and, in addition, ten of the twenty clubs coming from the previous qualifying round of the competition in accordance with the following criteria will have access. For subsequent seasons the participating teams are classified according to the same criteria established for the participation in the Competition in the 2022/23 Season, referring to the seasons that correspond in each case.

A) The 20 teams that are part the First Division or the teams that will be part of that division.

B) The 22 teams that are part the Second Division or the teams that will be part of that division.

In the two previous cases, if a club has been restricted from participating in the first round of the competition for reasons of affiliation, dependence or any other circumstances, its place will not be occupied by any other club and, consequently, if the number of final participants is an odd number, there will be one club that will be exempt from playing in the first round of the competition.

C) The 10 teams of First RFEF determined in the following terms:

- The first 5 clubs classified in each group and, in the absence of any of them, for reasons of filiality, dependence or any other circumstances that prevent their participation, the best classified following them in their respective group.

D) 25 teams of Segunda B (Second RFEF) determined in the following terms:

- The first 5 classified in each group and, in the absence of any of them, for reasons of filiality, dependence or any other circumstances that prevent their participation the best classified following them in their respective group.

E) 25 teams from the Third Division (Third RFEF) determined in the following



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terms in the order set out above and on an exclusive basis:

- i. The eighteen teams that were classified in the first place of the final classification in each of their groups at the end of the regular phase of the National Championship third division and, in the absence of any of them, for reasons of filiality, dependence or any other circumstances that prevent their participation, the best classified that follows them in their respective group.
- ii. The seven teams ranked with the best points coefficient among the second-placed teams in the final standings in each of the eighteen groups and which are neither affiliates nor dependents.
- iii. Once the above criteria have been exhausted, and there are vacancies to be filled, these will be assigned to the clubs ranked third at the end of the regular phase of the National Championship and that were ranked with the most points coefficient among those that are part of the eighteen groups.

Any ties between coefficients shall be resolved in accordance with the following criteria in the order set out above and on an exclusive basis:

1. Higher goal difference for and against combined.
2. Whoever has scored the most goals.
3. Should the tie persist, the participant will be decided by a pure drawing lot, with the participant being drawn first.

F) The four semi-finalists of the RFEF Cup of the 2022/2023 season. In the event that for reasons of force majeure the quarter-finals of the competition cannot be held, these four places will be allocated according to the agreement of the competent federation body.

G) The twenty territorial teams of every Autonomous Federation, two in the case of Andalusia, as stipulated in their regional competition rules, and which must notify the RFEF 15 days prior to the day set for the drawing lot for the preliminary qualifying round. The twenty clubs will be paired up by drawing lots based, as far as possible, on criteria of geographical proximity, and will play each other in a preliminary knockout round, in a single match, at the playing field of the clubs whose ball is drawn first. The ten winning teams will play the first knockout round of the championship. These territorial teams shall participate during the 2022/2023 season, exclusively, in territorial competitions.



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ANNEX 3

MATCHES FOR EUROPEAN / EEA TERRITORIES

Deadline for reception of bids: 19th July 2022 (23:59 CET).

Bids should be sent to the following e-mail address: copaeu@concursos.rfef.es

FORMAT OF THE TENDERER'S LETTER TO FORMALIZE AN OFFER AND ECONOMIC OFFER FOR THE ACQUISITION OF THE EXPLOITATION RIGHTS OF THE COPA DEL REY FOR THE SEASONS 2022/2023, 2023/2024, 2024/25, AND, IF APPLICABLE, 2025/26 , 2026/27.

In....., the..... of..... XXXXXXX

D. / D^a, provided with DNI/Passport Number.....,

In its capacity as

Acting on behalf of and on behalf of..... entity constituted in accordance with the laws of, with registered office at

I hereby indicate:

(i) That, after thoroughly reviewing the Call issued by the Royal Spanish Football Federation ("**RFEF**"), the Entity is interested in the acquisition of the Lot /s that are identified below in order to exploit the Audiovisual Rights of the competition.

(ii) That the amount offered is made in euros and will be understood to correspond to the liquid value expressed in euros that would be made available to the RFEF, once all financial expenses, deductions, withholdings, fees and taxes and those that accrue for the financial transaction have been covered.

(iii) That in relation to the signal of the matches, the Entity acknowledges and accepts that it will pay the RFEF or whoever it indicates the technical costs / expenses of access to the signal in the terms that are expressed in the corresponding section of the tender.

(iv) That the Entity understands and accepts all the terms and conditions governing the Tender and the future Contract with the RFEF.

By virtue of the foregoing, the Entity expresses and details the terms and conditions of its Offer:



1.- CORPORATE DATA

Company Name	
Address	
VAT Number	
Contact Person	
Title	
E-mail	
Phone number	

2.- NET ECONOMIC OFFER IN EUROS OFFERED FOR EACH SEASON

The Entity (Bidder) shall indicate the bid for each season and each Lot of interest for the exploitation of the Rights. With reference to point 9.1 and 9.5 of the IRO the entity may bid for three, and/or four and/or five seasons. The technical costs described in point 5 of the IRO section 5 "Production of the matches" shall apply.

Lot number (please fill in the lot number(s))	2022/2023	2023/2024	2024/2025	2025/26	2026/27
..... (3 seasons)	..... (in EUR)	..... (in EUR)	..... (in EUR)		
..... (4 seasons) (in EUR) (in EUR) (in EUR) (in EUR)	
..... (5 seasons) (in EUR) (in EUR) (in EUR) (in EUR) (in EUR)



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..... (3 seasons) (in EUR) (in EUR) (in EUR)		
..... (4 seasons) (in EUR) (in EUR) (in EUR) (in EUR)	
..... (5 seasons) (in EUR) (in EUR) (in EUR) (in EUR) (in EUR)
..... (3 seasons)	..... (in EUR)	..... (in EUR)	..... (in EUR)		
..... (4 seasons)	..... (in EUR)	..... (in EUR)	..... (in EUR)	..... (in EUR)	
..... (5 seasons)	..... (in EUR)	..... (in EUR)	..... (in EUR)	..... (in EUR)	..... (in EUR)

The Entity agrees to be bound by the terms and conditions of the Contract in Annex 4 and the Offer is an irrevocable and unconditional offer which may not be modified (unless requested by the RFEF) or withdrawn for a period of sixty (60) days after receipt of such Offer.

3.- CHARACTERISTICS OF THE MEDIA SERVICES

(in reference to Section 8.4 of the IRO)

Platform Description	Names of Platform (s):	
	Technical delivery of platform (s):	
	Commerical segment and pricing details (Free /Pay/PPV)	
	Market Penetration and	



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	share in the territory (ies)	
Experience in football broadcasting		
Programming plan for Copa del Rey		
Promotion plan for Copa del Rey		

The Entity is encouraged to add further information to its technical reports that outlines its capabilities.

Mr/Mrs. [Name and Surname]

On behalf of [Company Name]

Date: [dd/mm/y]

Stamp:



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ANNEX 4

COPA DE S.M. EL REY- EUROPA CONTRACT

DATE XXXXXXXXXXXXX

THE PARTIES XXXXXXXXX

MANIFEST

The RFEF is the governing body of football in Spain;

I.- [***] is a world-renowned broadcaster of, inter alia, television programmes and sporting events;

II. In accordance with Royal Decree-Law 5/2015, which indicates that participation in an official professional football competition will necessarily entail the transfer of the audiovisual rights held by the participants to the organising entity (RFEF) for the commercialization of said audiovisual rights, the RFEF is currently empowered to carry out the commercialization of the audiovisual rights defined in article 2 in respect of the matches of the XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX seasons of the Spanish football competition "Copa de S.M. el Rey" (hereinafter the "Competition").

The format of the Competition for the 2022/23 season consists of 127 matches. It will start with a preliminary territorial knockout round, which will be played as a single match. This will be followed by six single-leg knockout rounds. The final and the first five knockout rounds will be played as a single match and the semi-finals will be played over two legs. As soon as the RFEF set the dates and schedules of the Competition, the RFEF shall immediately inform the LICENSEE.

The format, schedules and timetables (dates, match times, etc.) are subject to change as required by the circumstances of each case. The RFEF shall notify the LICENSEE as soon as possible of any relevant changes in each individual case.

III.- The LICENSEE wishes to be granted the exclusive license for the Media Rights to the matches of the XXXXXXXX seasons of the Competition (hereinafter the "Matches") for the Licensed Territory (as defined below).

IV.- The RFEF wishes to grant the LICENSEE the license (exclusive or not depending on the lot awarded) for the Media Rights of the Matches for the XXXXX seasons of the Competition for the Licensed Territory;

V.- Accordingly, the Parties wish to enter into this agreement (the "Agreement") in



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order to detail all the terms, conditions, rights and obligations relating to the licensing of the Media Rights to LICENSEE in the Territory.

The Parties agree and stipulate as follows:

For the proper interpretation of the terms and conditions contained in this Agreement, the following terms shall have the meanings set out in the table below.

1.- Audiovisual products

Means the audiovisual products of the Competition for the XXXXXXXXXXXXXXXXXXXXXXXXXXXX seasons and which as a result of this Agreement have been distributed to the LICENSEE in the Awarded Territory.

It shall be understood that the Audiovisual Products contain, among others, Images or Footage of a Match; other audiovisual content derived from a Match and any graphics related to a Match. Likewise, Audiovisual Products shall be understood to include the logos of the RFEF and its official sponsors.

2.- Audiovisual Rights, Exploitation Rights, Media Rights or Rights

Means the rights of broadcasting, communication to the public and making available to the public of Audiovisual Products, as well as specific rights.

3.- Authorised territory

Means the territory(ies) in which the LICENSEE is entitled to exploit the Licensed Rights.

4.- Clubs

Means the Spanish football clubs participating in the Competition for the XXXXXXXXXXXXXXXXXXXXXXXXXXXX seasons.

5.- Competition(s)

It means the Copa de S.M. El Rey and all the knockout rounds, from the First Round onwards.

6.- Audiovisual Media Channels

Means the exploitation of the Audiovisual Rights through any of the following channels in the Territory(ies): the Internet, including but not limited to Smart TV, phones, tablets, and any other device allowing the broadcast of Audiovisual Rights over the Internet. "DTT" or Digital Terrestrial Television, i.e. the broadcast of the signal via terrestrial frequencies. Satellite, i.e. the broadcast of the signal via satellite and cable standards.



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Audiovisual media channels can be free and/or paid, where:

Pay-TV is the broadcasting of any form of paid content, including, but not limited to: Pay-Per-View Channels and Pay-TV Channels, and;

Free means the broadcast of any content through open channels that are subject only to the territorial restrictions contained in the Specific Rights and Obligations contained in this Agreement.

7.-Highlights

It means the sequences or footage of the most significant plays and key moments of the match, with a maximum duration of four (4) minutes per match.

In accordance with the terms of the Agreement, the scope of “Highlights” will be expanded to include:

- Repetitions
- Slow motion recording
- Any type of stills, including 360° stills
- Any other material that is permitted under the terms of this Agreement.
- Images of a single player or of a single club may not be used. The minimum number required is 4 players simultaneously from 4 different clubs.

8.- Match(es)

Means any match(es) belonging to any round(s) of the Competition including the Final match.

9.-Images of the match

Means all the images of the matches of the Competition.

It shall include all events occurring on the field of play, including areas within the sports facilities where a match is being played. The images of the match cover the two (2) minutes before the start of the match until the (1) minute after the end of the same match. It shall also include the celebrations of the final match.

10.-Official channel

Means the Official Channels of a Club or the RFEF.



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11.- Platform

Means any media system necessary for the broadcasting of Rights.

12.- Royal Decree Law 5/2015

Means Royal Decree-Law 5/2015, of 30 April, on urgent measures in relation to the commercialization of the exploitation rights of audiovisual content of professional football competitions.

13.- Related contents

These are interviews with fans, which can also take place in different locations (outside the stadium, inside the stadium), as well as footage from the stands that is recorded before, during and after the match.

14.- Real Federación Española de Fútbol (Royal Spanish Football Federation or RFEF)

Refers to the Spanish Football Federation, an entity registered in the Spanish Sports Register under number 19, constituted in accordance with Spanish law and having its registered office at Plaza Luis Aragonés s/n 28230, Las Rozas, Madrid.

15.-Signal

Means the audiovisual signal (consisting of video, audio/sound, image, etc.) collected by all cameras before, during and after the Matches.

16.- Sublicensee

Means any natural or legal person to whom the successful bidder sub-licenses its Rights, in whole or in part, through a Sub-licensing Agreement on the terms provided for in this Agreement.

17.-Sublicense Contract

Means the agreement between LICENSEE and Sublicensee as provided for in this Agreement.

18.-Tender

Means the conditions of commercialization of Audiovisual Rights for the Competition for the XXXXXXXXXX seasons.

19.-World-wide broadcast

Refers to the live high definition (HD) signal of matches produced in accordance with international standards. The RFEF ensures compliance with the minimum



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requirements regarding camera positioning and sound production standards.

ARTICLE 1 - RECITALS

The recitals constitute an integral and essential part of this contract.

ARTICLE 2 - AUDIOVISUAL RIGHTS

2.1 In execution of this Agreement, the RFEF grants to the LICENSEE, who accepts, the exclusive (or non-exclusive depending on the lot awarded) licence for the Audiovisual Rights for the XXXXXXXXXX seasons of the Competition for the following Licensed Territories: [***] in the following languages: [***].

Media Rights means the right to market the RFEF Competition through the following broadcast media or a combination thereof:

- (a) Terrestrial broadcast
- (b) Satellite broadcast
- (c) Cable broadcast
- (d) Pay-per-view service
- (e) Video on demand service
- (f) IPTV
- (g) Mobile networks
- (h) Video on demand service nearby
- (i) Internet, including OTT platforms (hereinafter referred to as "Internet")

The right of the LICENSEE to broadcast the RFEF Matches on the aforementioned broadcast media is subject to the LICENSEE ensuring at all times that delivery and access is available only to viewers and/or subscribers within the Territory ("Geo-Block").

Internet broadcasting rights for television betting and/or websites, scouting, and video games or similar are explicitly excluded from this Agreement.

It is further expressly agreed that any and all news access rights are excluded from the Media Rights granted in this Agreement to Licensee, as well as clips, unless otherwise agreed.

2.2 The rights for the next XXXXXXXX seasons are:



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a) The broadcasting of any of the thirty-three (33) Matches corresponding to the Round of 16, Round of 8, Quarter-Finals, Semi-Finals and Final, live and on any Media Channel within each of the Licensed territories listed in Article 2.1. The telecast of the Matches includes two (2) minutes before the start time of each Match and will end one (1) minute after the end of the Match. The broadcast includes the broadcast of the visible areas of the venue in which a Match is being played. In any case, the LICENSEE shall be obliged to broadcast in each of the Licensed Territories a minimum of fourteen (14) live Matches per season, including necessarily the Semi-Finals and the Final of the Competition which shall be mandatory broadcasts. The system of competition is specified in Annex 1.

b) The deferred broadcasting of the Matches of each season until the end of the season in which each Match has been played. In the cases provided for in article 5.1 a) the clubs may broadcast the match on a deferred basis.

c) The transmission of the additional Matches in the event that the RFEF produces more than 33 Matches, without providing an additional license fee. However, in the event that more than 33 Matches are produced, the LICENSEE shall bear the costs of access to the signal stipulated in the section "Production, signaling and presentation of the Matches" of this Agreement.

d) The possibility for the LICENSEE to produce summaries for its own programs or channels.

2.3 The RFEF undertakes to give the LICENSEE access to the WorldFeed standard through a specialized company providing this service.

The LICENSEE agrees to pay in a timely manner to such company the technical costs of EUR 1,500 per match for the uplink and the space segment. It is expressly agreed that any other technical services required by the LICENSEE (such as, but not limited to, commentary positions, stand-ups, etc.) shall be agreed separately by the Parties under a standard rate card. The LICENSEE shall bear its own download costs. The RFEF, its service provider or any third party appointed by the RFEF for this purpose shall invoice the LICENSEE for the corresponding technical costs after the matches. The invoice shall be paid by the LICENSEE to the service provider 15 days after being received.

2.4 The LICENSEE shall ensure that the broadcast of the Matches is intended for reception within the Licensed Territory and that the availability of such images and sound of the Matches outside the Licensed Territory is not deliberately marketed and/or made available in any media outside the Authorised Territory. LICENSEE shall implement all possible technical measures (encrypted signal, black out, etc.) to limit access to the Signal in the Licensed Territory and shall put in place all possible technical measures and digital rights management (DRM) systems to prohibit the copying, storage, retention and transfer of any image of the Matches. In particular, the right of the LICENSEE to broadcast each Match via internet and



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mobile is subject to the LICENSEE ensuring that delivery and access is only available to subscribers within the Licensed Territory (i.e. geo- blocked). The RFEF and the LICENSEE acknowledge and agree that when a Match is broadcast by satellite for reception in the Licensed Territory, such broadcast may be incidentally received outside the Licensed Territory due to the inherent ability of satellites to broadcast signals that are not confined to territorial boundaries (hereinafter, the “Unintentional Excess”). In this regard, the Parties expressly agree that such unintentional overflow shall not constitute a breach of this Agreement provided that such signals are at all times fully and effectively encoded in accordance with this Section 2.4 and LICENSEE does not transfer, or authorise the broadcast of the Matches outside the Licensed Territory.

In addition, LICENSEE shall ensure that all broadcasting or display over the Internet or other communication networks and/or systems are designed to prevent reception outside its Licensed Territory by appropriate technical means (e.g. geo-blocking).

2.5 The Parties acknowledge and agree that LICENSEE shall be entitled to sub-license the Match Media Rights to third parties within the Licensed Territory, but only with the prior express written consent of RFEF.

Where authorisation is requested, the channel and its audiences and the company to which the sub-licence is to be granted shall be indicated in detail and the request shall be made in writing as a minimum 15 calendar days before the broadcast date of the matches.

The RFEF will reply to the sub-licensing or assignment request within 5 calendar days of receiving the complete documentation required from the licensee.

The RFEF may refuse by stating reasons sub-licensing in the following cases:

- If the potential sub-licensee has contracted a debt with the RFEF and/or there are legal proceedings in progress in relation to the non-payment of the aforementioned amounts.
- Reputational risk for the RFEF in the event of channels broadcasting socially inappropriate content, understood as inappropriate content of illicit activities.
- The potential sub-licensee proposes a format of exploitation of the rights contrary to what is established in these terms and conditions.
- The potential sub-licensee falls within the cases of clause 7.2.

If the reply is negative, reasons shall be given. In the absence of a reply, the application shall be deemed to have been authorised.



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It is also agreed that the LICENSEE shall be entitled to assign its rights and obligations under this Agreement, in whole or in part, but only with the prior written consent of the RFEF, to an Affiliate Company, which shall include any of its local subsidiaries that qualify as Affiliates as set out in the following section and that operate the LICENSEE's service in the Licensed Territory. For the purposes of this clause, an "Affiliated Company" means any entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with LICENSEE, and the term "control" means ownership of more than fifty percent (50%) of the voting capital in a company or the right to appoint in such company the majority of the members of the management body, which shall be evidenced by a certificate signed by the legal representative of the company to be submitted to the RFEF with the application for the transfer to the Affiliated Company.

In the event of a sub-licence or assignment, subject to prior authorisation by the RFEF in accordance with the above paragraphs, the licensee shall be jointly and severally liable with its sub-licensee or assignee for the acts and omissions of any sub-licensee or assignee and shall ensure that the sub-licensee expressly assumes in writing all obligations and duties under the tender process and the licence agreement and complies at all times with all terms, conditions and obligations of the licence agreement and the contract.

The liability of LICENSEE and its sub-licensees shall be unlimited and shall apply to all damages that may arise from any kind of wilful misconduct or negligence, including slight negligence, including compensation for direct and indirect damages such as loss of profit, loss of opportunity, fines and/or penalties.

In addition, LICENSEE shall declare and guarantees that all sub-licensees with which it has signed a sub-licence agreement meet the eligibility criteria set out in the Bidding Rules and shall be liable to the RFEF for the veracity of this fact.

Article 3 - Licence fee and payment conditions

3.1 In consideration for the exclusive (or non-exclusive depending on the lot awarded) licence of the Audiovisual Rights for the XXXXXXXXXXXXXXXXXXXX seasons of the Competition granted under this contract, the LICENSEE undertakes to pay the RFEF the amount of [***].

This figure is the total amount owed by LICENSEE for the licence of the Audiovisual Rights (thus excluding technical costs as well as other costs and expenses) for the XXXXXXXXXXXXXXXXXXXX seasons (hereinafter the "Global Amount").

3.2 Upon receipt of the relevant invoices, the Global Amount shall be paid by the Licensee to the RFEF in accordance with the following payment schedule:

Season 2022/23 (first season of the contract) [amount of [***]]:



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Twenty percent (20%) of the consideration offered shall be paid on the date of signature of the License Agreement.

Forty percent (40%) of the consideration offered shall be paid before December 10, 2022.

The remaining forty percent (40%) of the consideration offered shall be paid by March 1, 2023.

Season 2023/24 [amount of [***]:

Fifty percent (50%) of the consideration offered shall be paid prior to September 1, 2023.

Fifty percent (50%) of the consideration offered shall be paid before March 1, 2024.

Season 2024/25 [amount of [***]:

Fifty percent (50%) of the consideration offered shall be paid before September 1, 2024.

Fifty percent (50%) of the consideration offered must be paid before March 1, 2025.

Season 2025/26 and 2026/27, if applicable, shall maintain the same payment schedule as season 2024/25 adapted to the years of the contract.

3.3 Payments shall be deemed to have been effectively made upon receipt by the RFEF of the amount payable in its bank account or a certain proof of payment by the LICENSEE. LICENSEE agrees that the Global Amount is the net amount payable. Any delay in the payment of the instalments in accordance with the deadlines set out in the schedule mentioned in clause 3.2 shall bear interest at the rate of 3% on the amount owed to in favour of the RFEF. Furthermore, the suspension of payments by the LICENSEE shall allow the RFEF to terminate this Agreement, notwithstanding the provisions of applicable law and the application of any remedies and/or rights that the RFEF may have stated under this Agreement and/or applicable law.

3.4 If any amount payable by the LICENSEE under this Licence Agreement is not paid when due, in addition to its other rights, the RFEF, upon seven (7) working days' written notice, may take any of the following actions:

- a) Demand from LICENSEE immediate payment of all amounts provided for in the Licence Agreement.
- b) Suspend or cease the supply of the Rights granted hereunder to LICENSEE.
- c) To recover from LICENSEE reasonable legal costs (including accrued interest at the rate of 3% as provided for in clause above, lawyers' fees and internal costs) incurred to recover the overdue amount.



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3.5 The amounts received by the RFEF will be paid net and therefore free of:

-taxes and duties (except VAT if applicable);

-deductions and/or withholdings, of any kind, which may be applicable in respect of such payments and without deduction or liability applicable thereto.

-Bank charges and financial costs arising from any financial transaction.

LICENSEE acknowledges that it is solely responsible for the payment of the above taxes, deductions and/or liabilities arising from the non-payment thereof. In the event that such taxes are payable by the RFEF, the LICENSEE shall calculate the corresponding gross amount to ensure that the RFEF receives the full consideration expressed as a Global Amount.

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

Furthermore, LICENSEE acknowledges that all costs imposed by any financial institution on LICENSEE shall be borne by LICENSEE. Therefore, financial costs arising from the transaction that are to be borne by LICENSEE shall not be deducted from the Global Amount.

3.6 It is expressly understood that, in consideration for the technical delivery services provided by the RFEF in accordance with Article 2.2, the LICENSEE, in addition to the Amount agreed in Article 3.1 above, undertakes to bear the technical costs in the amount of 1,500 Euros per match and to pay them to the company appointed by the RFEF to provide these services.

3.7 The Amount due to the RFEF may not be reduced in any way or otherwise modified in cases where the LICENSEE or any of its possible sub-licensees are unable to exercise all of their rights or any of the Audiovisual Rights for any reason other than RFEF's failure to comply with its contractual obligations.

In the event that the RFEF determines that the payment obligations must be guaranteed, this must be done by means of a bank guarantee issued by a bank subject to the control of the Single European Banking Supervision Mechanism implemented by the European Central Bank. In addition, the guarantee must be secured on first demand and without the benefit of excussion, order or division. The guarantee may be required for each or all of the seasons covered by the contract and must be delivered to the RFEF on 1 August of each season. The guarantee shall be valid until two months after the last payment deadline of each season. In the event that an alternative guarantee to the guarantee is offered, the express written approval of the RFEF will be required.



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ARTICLE 4 - ADVERTISING, BRANDING, PRODUCTION AND INTELLECTUAL PROPERTY RIGHTS.

4.1 Advertising opportunities for the LICENSEE.

The LICENSEE may not appoint any sponsors for programming or content related to the competition that may conflict with the RFEF's and/or the competition's main sponsors. If the LICENSEE is in any doubt about the compatibility of its sponsors/advertisers, it shall contact the RFEF for clarification. If the LICENSEE enters into agreements with sponsors/advertisers that do not comply with the above terms, and does not raise its doubts with the RFEF about their compatibility, it shall be solely liable for any damages and/or costs incurred both to the RFEF and to the incompatible sponsor/advertiser and other affected third parties. The list of official sponsors is set out in the FTP provided by the RFEF.

The LICENSEE may only exploit the advertising opportunities provided that:

-No sponsorship or advertising agreements are entered into with entities that may pose a threat to the reputation of the RFEF, including, but not limited to: Companies with dubious backgrounds (such as financial weakness, companies convicted of bribery, piracy and/or other crimes), and/or companies of dubious reputation and/or companies involved in money laundering, the manufacture of weapons or the violation of human rights.

-The advertising and sponsorship agreements shall comply with the internal regulations of each of the Licensed Territories concerned and their content may not, under any circumstances, mislead consumers or infringe the unfair competition law applicable in each of the Licensed Territories in which the LICENSEE is authorized to exploit the Audiovisual Rights.

If the LICENSEE enters into agreements with sponsors/advertisers that do not comply with the above terms, and/or has not informed the RFEF about the compatibility of a particular sponsor, the LICENSEE shall be solely liable for any damages and/or costs incurred in connection with any claims, actions, fines, penalties, and other consequential or indirect damages that may arise. Furthermore, the LICENSEE agrees that breach of this clause 4.1 gives the RFEF the right to terminate this Agreement and claim any arising damages.

4.2 Limitations on advertising opportunities for the LICENSEE

a) General

The RFEF and/or the Clubs are entitled to carry out activities, including, but not limited to, half-time contests involving fans in the stadium, promotional advertisements placed on the playing field during the start, half-time and end of



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the Matches, among others, without this constitutes a violation of the Media Rights granted to the LICENSEE.

The LICENSEE may not enter into sponsorship agreements with entities engaged or dedicated, in whole or in part, in the production, sale and/or distribution of products and/or services that are in the same category of products as those offered by the RFEF's official sponsors, including sponsors of statistics and/or Match data. Likewise, the LICENSEE may not under any circumstances issue any advertising that could lead one to believe that there is a collaboration and/or association with the RFEF, the Competition, the Clubs participating in the Competition and/or the players and/or coaching staff of the Clubs. In accordance with the provisions of this paragraph, the LICENSEE shall request from the RFEF information on the official sponsors of the Competition and ensure that there is no conflict between such official sponsors and the sponsors of the LICENSEE.

b) Regulating virtual advertising through digital tools

With regard to virtual advertising, understood as the placement of advertisements on digital instruments that allow the reproduction of different advertisements during football matches and that are located at specific points within the stadium (e.g. barriers on the stands, barriers around the football pitch, etc.), the LICENSEE accepts that the RFEF may exclusively use such digital instruments for advertising purposes. As such, the LICENSEE undertakes not to modify the content displayed on the digital instrument, except in the event that the advertising is contrary to the legal provisions applicable in the LICENSEE's Licensed Territory (e.g. if the advertising placed on the digital instrument relates to tobacco and tobacco advertising is strictly prohibited in the Licensed Territory). In this case, the LICENSEE shall notify without undue delay and in any event no later than forty-eight (48) hours after the RFEF discloses the list of sponsors to be placed on the digital instruments. Said list of sponsors can be found on the FTP provided by the RFEF. The LICENSEE agrees to hold the RFEF harmless for any liability arising from the LICENSEE's failure to notify the LICENSEE of the incompatibility of the national legislation of the Authorised Territory with the virtual advertisements to be placed on the digital tools, including, but not limited to, damages, penalties, fines, consequential and/or indirect damages.

4.3 Branding and signs of the Competition

a) In order to communicate and display a uniform, coherent and unique trademark that allows football fans to associate and recognize the image of the Competition, the LICENSEE shall be obliged to submit its headers, graphics and tv wipers to the RFEF prior to their use. Such use and design must be approved in advance by the RFEF.

In addition, in order to promote the broadcasting of the Competition, it shall grant to the LICENSEE, on a non-exclusive basis, the right and obligation to use:



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- The name of the RFEF, as well as the name of the Competition.
- The corresponding logo of both the RFEF and the Competition.
- The tv wipers that precedes each of the replays of the match, which will be provided by the RFEF.

The LICENSEE shall be authorized by the RFEF to use the trademarks and logos of the RFEF and the Clubs solely as part of the LICENSEE's promotional and marketing activities in connection with its broadcast of the Competition. The LICENSEE may use the distinctive signs that have been (i) provided by the RFEF or; (ii) expressly approved by the RFEF prior to broadcast and/or publication. The LICENSEE is hereby informed that no posters or advertising media that do not comply with the above will be permitted.

b) The LICENSEE will be able to customise the production delivered by RFEF according to its preferences through the use of voiceovers, commentaries and appearance of its announcers, narrators and commentators. In the event that the LICENSEE provides any on-site service, this service will be provided by the match production company in accordance with a rate sheet that will be made available to the LICENSEE. However, LICENSEE understands that any rights regarding the intellectual property of such customisation shall be governed in accordance with the intellectual property clause of this Agreement. In addition, the LICENSEE may not in any case personalise the game image of the Competition beyond what is indicated in this paragraph and excluding the possibility of adding content and images that have been recorded unilaterally without prior agreement with the RFEF.

c) Notwithstanding the foregoing, the LICENSEE undertakes to ensure the presence of the trademarks in the broadcast of the Matches:

- Include the Competition logo in the top left corner next to the team's result;
- Include the logo of the Competition on all graphics and statistics that are displayed during the Matches, as well as that of its sponsors/collaborators in the elaboration of statistics and data of the Matches;
- Display the Competition logo at regular intervals during the broadcast of the Matches, including through the use of the special optical page turning effect before and after replays;
- To play the official Competition tune at the beginning and end of each half of each Match;
- To use all the material provided by the RFEF following its instructions;



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-Refrain from initiating any legal action or legal proceedings in relation to the ownership or exclusivity of the material transferred by the RFEF. In this regard, the LICENSEE acknowledges that all trademarks, logos and material assigned by the RFEF shall remain the exclusive property of the RFEF under the terms and conditions expressed in the Intellectual Property Clause of this Agreement;

- Refrain from using the materials transferred by RFEF for any other use beyond the scope of this Agreement, including the marketing of LICENSEE's own products and services, even in those cases where LICENSEE considers that it may offer substantial benefits to RFEF;

During the term of the contract, the RFEF and the participating clubs may make use of any digital assets including tokens or NFTs or similar related to the Competition, and no right or interest therein shall be assigned to the LICENSEES.

4.4. Production, Signalling and Presentation of the Matches

In order to facilitate the integrity and uniformity in the criteria governing the technical production of the matches belonging to the Competition, as well as to preserve and promote the international image of both the Competition and the RFEF, the production of the matches will be carried out by the RFEF when so determined. To this effect, RFEF will produce the thirty-three (33) matches in HD 1080p50 following international quality standards. However, in order to guarantee at all times an adequate level of production and presentation of the Matches, the RFEF may receive technical assistance from a reputable technical provider when so established. The RFEF shall at all times be responsible for the production of the Matches.

The LICENSEE who intends to receive the Competition Signal shall pay the technical costs related to the supply of the Signal incurred by the RFEF. These costs cannot, in any case, be offset against the final price paid for the allocation of the specific Licensed Territory.

The amount payable corresponds to the cost of providing access to the signal.

The service will be provided by the company appointed by the RFEF for this purpose and paid directly to the RFEF. This cost amounts to one thousand five hundred (€1,500) EUROS per match.

4.5 Intellectual property

The RFEF is jointly owner, together with the Clubs, of all the Intellectual Property Rights of the Competition.

The RFEF is the owner of its Trademarks and distinctive signs, as well as all other RFEF and/or Competition trademarks, without prejudice to the non-exclusive use



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that the Clubs may make of the content generated by the Matches. No statement contained in this Agreement shall be construed as granting expressly or implied intellectual property rights to the LICENSEE over the intellectual property owned by the Clubs and/or the RFEF. Any licence and/or transfer of any intellectual property rights required by LICENSEE must be expressly agreed and formalised in a separate written document.

In this regard, LICENSEE shall not have any rights in the footage of the Matches, except for the Media Rights described herein and in Article 2.1 of this Agreement and any other provisions applicable to this Agreement. However, any Intellectual Property Rights derived from the commentary narrating the Matches shall belong to LICENSEE.

In addition, the RFEF, where appropriate, may make use of the right to the “archives” of the matches belonging to the Competition. The participating Clubs will also have the right to the archives of the Matches in which they participate, and may make use of the same. For these purposes, once the term of the corresponding commercialization contract has ended, i.e. as of 30 June XXXXXXXXXXXXXXXXXXXX, the LICENSEE must return or destroy any material generated as a result of the exploitation of the Package awarded to the RFEF, as well as any information in its possession that may give rise to an improper use of the audiovisual rights beyond the term of the corresponding Licensing Contract.

Upon termination of this Agreement for any reason whatsoever, the LICENSEE shall be obliged to return to RFEF and/or destroy, at RFEF's discretion, any material generated from the exploitation of the Audiovisual Rights, including any information and/or documentation in its possession under the Agreement.

Any future use by the LICENSEE of the material provided by the RFEF is not permitted and the LICENSEE shall be liable, without limitation, for any damages caused to the RFEF.

ARTICLE 5 - RIGHTS OF OTHER THIRD PARTIES INVOLVED IN THIS AGREEMENT

The media rights granted to LICENSEE under this Agreement represent the entirety of the media rights granted to LICENSEE. All rights not expressly included in this Contract are reserved by the RFEF and may be exploited without restriction by the RFEF or by a third party designated by the RFEF. In addition, some of the Rights offered are non-exclusive. The LICENSEE is advised of the following reservations which may render its Rights non-exclusive:

5.1 Rights in favour of the Clubs and the RFEF

The RFEF informs the LICENSEE of the existence of limitations or reserved/non-transferable rights that the Clubs have over the Rights.



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Therefore, the LICENSEE shall take into account the following reservations:

- a) The participating Clubs or S.A.D. entities in whose facilities the match is played may broadcast the match on a deferred basis from 24 hours after the end of the match, provided that they do so directly and through their own thematic distribution channel dedicated to the sporting activity of said Club or entity that has a DTT television licence to broadcast solely and exclusively on said television channel.
- b) The RFEF, and the Clubs playing the matches, may create clips or highlights of images on their official web and social media profiles. Such use will be limited to four (4) minutes in total, immediately after the end of the match.
- c) The RFEF may display the Highlights through its Official Platform from the end of the Match. Official Platform means any official digital distribution channel operated by the RFEF including youtube, Instagram, twitter or similar.

5.2 Other rights reserved

The RFEF and/or the participating Clubs may display highlights of the Match through their Official Platforms, understood as any digital distribution channel operated by the RFEF and the clubs, including YouTube, Instagram, twitter, and similar, from the end of the Match.

The RFEF may grant entities related to the information sector the non-exclusive right to communicate the content of the Match in their respective sections of relevant information. This includes, but is not limited to, live updates on the progress of the match, in written form, among others. In this regard, the LICENSEE acknowledges and accepts that the RFEF may be legally authorised and/or obliged by law to grant news broadcasting channels and/or news gathering and broadcasting organisations the non-exclusive right to broadcast the content of the match as part of the sports bulletin to be included in their particular programmes.

The RFEF and the Clubs/SAD may exploit the virtual advertising according to the conditions indicated in this contract in accordance with the agreements that the RFEF reaches with the Clubs. The exploitation of virtual advertising will correspond to the Club/SAD in whose stadium the match is played, except in the case of the Final, in which the rights correspond to the RFEF. However, the Club/SAD may grant the exploitation rights to the RFEF in exchange for a price.

5.3 Rights excluded from the scope of this agreement

The Audiovisual Rights granted under this Agreement do not include:

-Rights that have not been expressly included such as data, statistics, scouting, virtual reality, interactive training products, excluding from this tender the exploitation by gaming platforms and/or online betting houses for the purpose of streaming for



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purposes related to betting and the gaming sector and the possibility of broadcasting the Matches on trains, flights and navigations of any kind. Broadcasting in public places such as bars, restaurants and hotels is permitted (provided that it refers to the display of the Matches free of charge, without charging admission, so that the display is ancillary to the customer's use of the premises for consumption or accommodation), and therefore broadcasting in cinemas and theatres or similar broadcasts in premises or places with a viewing public is not permitted.

-Also excluded from this contract is the commercialization of the preliminary phase of the Competition.

ARTICLE 6 - OBLIGATIONS OF THE LICENSEE AND THE RFEF

6.1 Obligation to exploit the granted rights

In application of Royal Decree-Law 5/2015, if the LICENSEE fails to exploit the Media Rights within a reasonable period of time and with the aim of ensuring the broadcast of the Competition in the Licensed Territory, the RFEF shall be entitled to terminate the contract and grant it to another company or entity. This clause shall be interpreted without prejudice to the right of the licensee to sub-license with third parties, so that it is not considered a lack of exploitation if a sub-license of the rights has been made.

6.2. Freedom in the media selection

The LICENSEE is entitled to exploit its Rights using any media (including, but not limited to, Satellite and/or DTT) and/or channels (including, but not limited to, free-to-air and/or PPV).

The RFEF shall not be liable, in any case, for loss of opportunity and/or business, as well as consequential and indirect losses that the LICENSEE may suffer due to fraudulent practices or misconduct of third parties.

6.3 Obligations of the RFEF

Under the terms and conditions of this Contract, the RFEF shall comply with the following:

-To ensure that all Audiovisual Rights included in this Agreement are available to LICENSEE, excluding the cases where exceptions set out in this Agreement apply.

-To reasonably cooperate, where it is possible, with the LICENSEE against any third party action that may prevent LICENSEE from exercising the Audiovisual Rights in the Licensed Territory. However, RFEF shall not be obliged to initiate its own legal proceedings to enforce LICENSEE's rights, but shall cooperate to the extent possible in any legal action that LICENSEE may bring against such third parties, and the LICENSEE shall be responsible for the payment of any costs arising from such



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claims or legal actions.

6.4 Obligations of the LICENSEE

- To exploit the Media Rights with respect to the terms of this Agreement, RFEF regulations and instructions, UEFA and FIFA regulations, and the applicable international and legislative framework, including but not limited to: legislation, case law, decisions of applicable bodies, and any other legislation that may be applicable.
- Broadcast and/or guarantee that he or the sub-licensee (if applicable) will broadcast, as a minimum, fourteen (14) matches per season of the Competition, being compulsory to broadcast, also as a minimum, the matches corresponding to the semi-finals and the final.
- Use the assigned Audiovisual Rights and refrain from being inactive in the exploitation of the Audiovisual Rights.
- To exploit the Audiovisual Rights on the terms and conditions herein, and therefore to refrain from exploiting the Audiovisual Rights in any form that is contrary to or exceeds the rights granted herein.

-To broadcast only within the jurisdictions or territorial limits that make up the Licensed Territory. To this end, LICENSEE undertakes to implement any security measures, such as signal encryption, geo-blocking or DRM systems, to prevent access to the Rights from outside the Territory and/or illegally. For the proper implementation of these security measures, LICENSEE shall take into account the current state of the art and perform a risk analysis to identify weaknesses and implement mitigating actions.

In relation to content accessible via the Internet or any other equivalent means of broadcasting, the LICENSEE exploiting the audiovisual content must undertake to implement the necessary measures to prevent the copying, storage, conservation or transmission of any of the audiovisual content acquired, and to use a system that prohibits access or viewing from outside the Licensed Territory, as well as to immediately inform the RFEF of the incident.

-Refrain from initiating any legal proceedings or actions that may prejudice the exercise of the Media Rights of other parties in (a) other licensed territories; (b) or in the same licensed territory but in which you have not been granted exclusivity.

-Refrain from altering the Match Signal and/or the Audiovisual Rights and/or Audiovisual Products awarded to the LICENSEE by the RFEF, including the commission of any action that may pose a threat, actual or potential, to the proper exploitation of the Media Rights and/or the reputation of the RFEF.



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-To protect RFEF's Audiovisual Rights and/or Audiovisual Products in any way possible, including the initiation of legal proceedings against any third party that may prejudice or hinder such Audiovisual Rights.

-To inform the RFEF in a timely manner of any litigation it incurs in relation to the exploitation of the Audiovisual Rights so that the RFEF can exercise its cooperative functions, with the LICENSEE bearing any expenses arising from the litigation.

- The LICENSEE shall be obliged to broadcast the Match in accordance with the most modern playback equipment to ensure a reproduction of the Match in accordance with worldwide broadcasting supply standards.

- To make its best efforts to promote the values of Spanish football in the Licensed Territory, which for the purposes of this Contract are the quality and long-lasting product, treating it as a Premium product.

- The LICENSEE guarantees that, upon request by the RFEF, it will make available to news channels and/or news broadcasters, in a fair, reasonable and non-discriminatory manner, images and footage of the Matches.

-The LICENSEE shall cooperate with the RFEF as necessary in the event that practices are detected which may have the potential to result in football fraud or acts of piracy.

- In accordance with Royal Decree-Law 5/2015, the Exploitation Rights of Competition belong exclusively to the RFEF and cannot be assigned to any party. However, the LICENSEE understands and accepts that, in the event that these legal provisions undergo any modification, the RFEF may assign the rights and obligations of the Licensing Agreement to the competent body in charge of the exploitation of the Rights in Spain. In this case, the RFEF's sole obligation shall be to notify the LICENSEE of the change. Once this requirement has been fulfilled, all rights and obligations under the Licence Agreement shall be vested in the new competent authority, and the RFEF shall not be liable in any way for any breach of the terms and conditions of this Agreement.

ARTICLE 7 – REPRESENTATIONS, GUARANTEES AND LIABILITIES

7.1 Each party represents and guarantees that:

-The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby are within its power, have been duly authorised, require no consent or other action by or with respect to, or the submission of, any third party or governmental body or agency.

-The execution of this Contract does not contravene, violate or constitute a breach of, any applicable law or regulation or its statutes or regulations or any agreement, judgment, injunction, order, decree or other instrument binding upon it.



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-It has, and shall continue to have throughout the term of this Contract, full right, title and authority to enter into, observe and perform all obligations, undertakings, covenants, covenants, guarantees, representations and agreements stipulated to be performed by it under this Contract;

-The persons signing this Agreement on their behalf have been duly authorised by it and no further action is, or will at any time be, necessary to authorise the execution and entry into this Agreement or the performance of any action contemplated hereby;

-It has not entered into and will not enter into any agreement with any third party that is inconsistent with the provisions of this Agreement;

-Undertakes to act in a professional manner within the framework of this Agreement, complying with all applicable laws and regulations applicable to the proper the conduct of business.

7.2.- LICENSEE further guarantees that:

It does not fall under any of the exclusion criteria listed in the tender for the XXXXXXXXXXXXXXXXXXXX seasons of the Audiovisual Rights of the Competition in particular the following causes:

The company has not been declared criminally liable for the conduct listed below and/or its directors or representatives, whether de jure or de facto, in force in their position or representation, have not been convicted by final judgement by the Courts or Tribunals for the following offences: terrorism, constitution or integration of a criminal organisation or group, illicit association, illegal financing of political parties, trafficking in human beings, corruption in business, influence peddling, bribery, fraud, offences against the Public Treasury and Social Security, offences against workers' rights, prevarication, embezzlement, negotiations prohibited to civil servants, money laundering, offences relating to land and town planning, protection of historical heritage and the environment, or to the penalty of special disqualification from the exercise of a profession, trade, industry or commerce.

The exclusion criteria listed in the tender do not apply to those group companies which, because of the persons who govern them or other circumstances, can be presumed to be a continuation of or to derive, by transformation, merger or succession, from other companies in which those companies had competed.

7.3 The parties shall be liable for their breach of contract as established in this Contract. Considering the RFEF's status as the grantor, the RFEF shall be liable for the consequences arising from its conduct due to wilful misconduct or gross negligence, with the scope of compensation being limited, within the limits established by law, to the amount of the contractual consideration established for



each season.

ARTICLE 8 - FORCE MAJEURE

8.1 For the purposes of this Agreement, Force Majeure shall mean an event beyond the control of the RFEF and/or the LICENSEE, including but not limited to:

- fires, explosions, earthquakes, droughts, tsunamis and floods;
- war, hostilities (whether war is declared or not), invasion, act of foreign enemies, mobilisation, requisition or seizure;
- rebellion, revolution, insurrection, or military or usurped power, or civil war;
- riots, disturbances, commotions, strikes, work stoppages, lockouts or disturbances; and/or
- terrorist acts or threats, or, in any case, an event or circumstance beyond the control and without the fault or negligence of the Party/Parties concerned and which by the exercise of reasonable care or diligence could not have been avoided by the Party/Parties concerned;
- Cease of activity as a result of pandemics or epidemics.

8.2 In the case that an event that is recognised as Force Majeure prevents or reduces the ability of RFEF and/or LICENSEE to perform its obligations under this Agreement (hereinafter the “Affected Party”), it is agreed that the Affected Party shall not in this case be deemed to be in breach of contract, but that the provisions set out in Article 8.3 below shall apply. The Affected Party shall, as soon as practicable upon becoming aware of the Force Majeure event, notify the other Party in sufficient detail of the matters constituting the Force Majeure event and provide such Party with its best estimate of the likely extent, consequences and duration of the Force Majeure event.

8.3 In the event of the occurrence of the event referred to in Article 8.1, the RFEF and the LICENSEE shall make every effort to agree in good faith on a solution to remedy the situation to the satisfaction of each Party, with the interest in maintaining the validity of the contract prevailing, so that both parties may negotiate in good faith the adjustment of the terms and conditions, only for the duration of the force majeure event.

8.4 The parties may suspend the performance of their obligations for the duration of the force majeure event, only in the part that is affected, continuing the contract for the rest of the obligations.

8.5 Termination of the contract shall only take place at the request of either of the parties when full performance of the contract is rendered absolutely impossible



due to the event of force majeure.

ARTICLE 9 - DURATION OF THIS AGREEMENT AND TERMINATION

9.1 This Agreement governs the exploitation of the Media Rights by the LICENSEE and, as such, shall last until the end of the Competition for the XXXXXXXXXXXX season. As such, the Licence Agreement between the RFEF and the LICENSEE will expire on XXX

9.2 RFEF shall have the right to unilaterally terminate this Agreement by written notice sent to the LICENSEE for breach of this Agreement. In addition, and in strict application of Royal Decree- Law 5/2015, the RFEF shall also have the right to terminate this Agreement and/or any sub-licence agreement entered into by the LICENSEE for inactive behaviour of the LICENSEE and/or any of its sub-licensees for a reasonable period of time. Passive behaviour shall be construed as a failure to exercise the Media Rights and/or lack of intention to use the granted and/or sublicensed Media Rights.

9.3 The RFEF may also terminate this Agreement in the event that LICENSEE enters into insolvency proceedings or if it discovers that LICENSEE has breached any of the representations and guarantees expressed herein. This provision shall also apply in the event that LICENSEE fails to protect its systems from unauthorised intrusion and/or breaches its commitment to tackle and prevent football fraud.

9.4 The RFEF may terminate this Agreement in the event of non- payment of a term of the consideration to which the LICENSEE is obliged, in which case, and once the Agreement has been terminated due to such non-payment, the LICENSEE shall (i) pay the full Amount; and (ii) compensate the RFEF for any damages claimed. In addition, the LICENSEE undertakes not to contest any request for precautionary measures that the RFEF may request to protect its audiovisual content.

ARTICLE 10 - CONFIDENTIALITY

10.1 The Parties agree that the terms and conditions of this Agreement are strictly confidential and shall not be disclosed to any third party without the written consent of both Parties. Notwithstanding anything to the contrary herein, either party may disclose any information relating to this Agreement to its shareholders, employees, accountants, auditors, agents, legal and other advisors; provided that such employees or advisors agree to be bound by the confidentiality obligations of this section.

10.2 Any communication made under applicable laws and regulations shall not be considered a breach of this confidentiality obligation.



ARTICLE 11- DATA PROTECTION

In compliance with the provisions of the General Data Protection Regulation, the personal data included in this contract, as well as in any document attached to it, or that may be provided in the future for the execution of the same, may be processed by each of the parties, for the purpose of managing the contractual relationship. They may not be processed for purposes additional to those indicated in this contract.

The parties shall adopt the technical and organisational measures necessary to ensure the security of personal data and to prevent their alteration, loss and unauthorised processing or access, taking into account current technology, the nature of the data provided and the risks to which they are exposed, whether from human action or from the physical or natural environment.

The personal data will be processed by the parties for the time necessary for the management of the contract which, once completed, will be kept until the end of the period of limitation of the legal obligations and/or the prescription of the actions related to the same.

The parties will not communicate to third parties any of the aforementioned personal data that may be obtained, unless such communication is necessary for the execution or management of the object of the contract, thus ensuring compliance with the current applicable laws. The parties shall not transfer personal data to third parties, unless they are required to do so by legal obligation.

Personal data subjects may exercise their rights of access, rectification, erasure, restriction of processing, objection and portability under the terms and conditions set out in the applicable personal data protection regulations. These rights may be exercised by sending a letter to the addresses of the parties indicated at the top of this document with the subject "EXERCISE OF RIGHTS".

ARTICLE 12 - MISCELLANEOUS

12.1 The Parties mutually agree that this Agreement constitutes the only agreement between the Parties related to the subject matter hereof and replaces any prior oral or written agreement in this regard.

12.2 The Parties acknowledge that this Agreement has been specifically negotiated and mutually agreed in all its parts and each of its provisions is fully understood by the Parties.

12.3 Any modification, amendment or integration of this Agreement must be in writing and signed by both Parties, otherwise it shall be null and void.

ARTICLE 13 - APPLICABLE LAW AND JURISDICTION



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13.1 This Agreement shall be governed exclusively by the laws of Spain.

13.2 The Parties undertake to attempt and seek an amicable settlement of any arising disputes in connection with the validity, effectiveness, interpretation and/or implementation of this Agreement within 20 days of the date on which such dispute has arisen. For the purposes of this Article 13.2, a dispute shall be deemed to have arisen on the date on which a Party has sent written notification to the other Party.

13.3 All disputes arising between the Parties in relation to the validity, effectiveness, interpretation and/or execution of this Agreement and on which the Parties do not reach an agreement in accordance with Article 13.2 shall be subject to the exclusive jurisdiction of the Courts and Tribunals of the city of Madrid.

13.4 In any event, nothing in this Article 13 shall prevent a Party from filing an urgent measure to a competent court.

13.5 Notwithstanding the provisions of this Article 13, in the event that any proceedings are brought by any third party against the RFEF and/or the RFEF brings any proceedings against any third party before a jurisdiction other than that set out in this Article 13 and in the course of such proceedings the RFEF considers it appropriate for the LICENSEE to join as a party, the LICENSEE shall join such proceedings before such court and/or jurisdiction, irrespective of this Article 13.

Signed by: