



**INVITATION TO TENDER COPA DE  
S.M. EL REY 2019 EUROPEAN  
MEDIA RIGHTS**

Deadline for the submission of offers: Monday 13<sup>th</sup> May 2019



## TABLE OF CONTENTS

TERMINOLOGY.....	3
1. INTRODUCTION.....	7
1.1 Tender Description .....	7
.....	8
1.2 Copa de S.M. El Rey .....	9
1.3 The legal framework governing the Commercialisation of Rights.....	9
1.4 Objectives of the present Tender.....	11
2. EXPLOITATION RIGHTS.....	11
2.1 The Global-European Package .....	11
2.2 Joint Country Packages .....	11
2.3 Stand-Alone Country Packages.....	12
3. EXCLUSIVITY .....	12
3.1 Nature of the “Exclusive” character of certain commercialised rights of the Packages.....	12
4. NON-EXCLUSIVE RIGHTS .....	12
4.1 Club Rights .....	13
4.1.1 Finalists (F.C. Barcelona and Valencia, C.F.) .....	13
4.1.2 Real Betis Balompié, S.A.D.....	13
4.2 Non-exclusive rights that may be exploited by RFEF .....	13
5. THE PROCEDURE.....	14
5.1 Eligibility requirements.....	14
5.1.1 Technical/Organisational requirements.....	14
5.1.2 Economic/Solvency Requirements .....	14
5.1.3 Exclusionary criteria.....	15
5.2 Joint Bidding.....	15
5.3 Formalising the Bid.....	16
5.3.1 Contents of the Offer .....	16
5.3.2 Rules governing the submission of documents.....	16
5.3.3 Sending of the Offer .....	16
5.4 Bidder representations and warranties with respect to the Contents of the Offer	17
5.5 Opening of Bids.....	17
5.6 Award of the Exploitation Rights and Reserve Price.....	19
5.6.1 Award of Rights .....	19
5.6.2 Reserve Price .....	19



6. TERMS OF PAYMENT .....	20
6.1 Calendar, general conditions and other payment obligations .....	20
6.2 Guarantees .....	21
6.2.1 General.....	21
6.2.2 Minimum Requirements that the guarantee must provide .....	21
7. EXPENSES .....	21
8. NATURE OF THE TENDER IN ACCORDANCE WITH CONTRACT LAW .....	21
9. OBLIGATION TO EXPLOIT AUDIOVISUAL RIGHTS .....	22
10. ACCEPTANCE OF TERMS .....	22
11. CONFIDENTIALITY .....	22
12. INTELLECTUAL PROPERTY.....	22
13. SEVERABILITY .....	23
14. INTERPRETATION .....	23
15. JURISDICTION AND APPLICABLE LAW .....	23
ANNEX 1.- RIGHTS OF THE PACKAGES PROMOTED IN THIS TENDER .....	24
ANNEX 2.-TEMPLATE OF BIDDER’S LETTER TO FORMALISE A BID .....	25
ANNEX 3.- GENERAL TERMS AND CONDITIONS GOVERNING THE LICENSING CONTRACT TO BE ENTERED WITH THE FINAL OPERATOR(S) .....	30
ANNEX 4.- ORGANISATIONAL CALENDAR REGARDING SUBSTANTIAL DEADLINES OF THE TENDER .....	38

R F E F  
**COPA DEL REY**  
 CAMPEONATO DE ESPAÑA COPA DE S.M. EL REY

**TERMINOLOGY**

For the proper interpretation of the terms and conditions contained in this Invitation to Tender, the following terms will have the meaning provided for in the table. Interested parties are encouraged to analyse and understand the below terminology before reading the Tender’s conditions as to avoid any confusion or doubts that may arise.

Term	Definition
------	------------



<p>Audiovisual Products</p>	<p>Means the audiovisual products of the Final of the Copa de S.M. El Rey and that as a result of the License Contract, have been distributed to the winning Bid or Final Operator.</p> <p>Audiovisual Products are to be understood as containing, among others: Images of the Final; Other audiovisual content arising from the Final and any graphics related to the Final. Audiovisual Products shall also be understood as including the logos of RFEF and its official sponsors.</p> <p>RFEF hereby informs Bidders that it reserves their right to modify the Audiovisual Products' content for the purpose of optimising their exploitation;</p>
<p>Audiovisual Rights, Exploitation Media Rights or Rights</p>	<p>Means the rights to broadcast, communicate to the public a as well as the right to make available to the public the Audiovisual Products until June 30<sup>th</sup>, 2019 as well as all the General Rights contained in Section 2 and the specific rights indicated in Annex 1 to this Tender.</p>
<p>Authorised Territory</p>	<p>Means the territory in which the Final Operator has the right to exploit the Rights awarded.</p>
<p>Bid or Offer</p>	<p>Means the offer that is presented by a Bidder who has the intent to acquire one or more of the promoted Packages, through the Bid Letter that is contained in Annex 2 and that is supported with the required documentation and additional information that is requested in Clause 5 of this Tender.</p> <p>Bids that are submitted under the above requirements are to be considered having binding effects as well as having irrevocable nature.</p> <p>These terms are also applicable to joint Bids. A joint bid is be interpreted as a bid performed by two or more parties that meet the requirements for joint bidding that are disclosed in the conditions of this Tender.</p>
<p>Bidder</p>	<p>Means a natural or legal person, an entity, of whatever nationality, that individually or jointly, in one of the forms recognised by law (for instance, via the creation of an “<i>Unión Temporal de Empresas</i>” or “<i>UTE</i>” or an equivalent entity recognised by the national law of the Authorised Territory), submit a Bid for a Package in the terms and conditions indicated in both the above definition and the conditions of this Tender.</p>
<p>Broadcaster</p>	<p>Means a natural or legal person that is authorised to transmit and distribute Audiovisual Content.</p> <p>Broadcasters may, under the conditions of this Tender, transmit and distribute the content in one or more Platforms;</p>



Clubs	<p>Means the two (2) Spanish football clubs that have reached the Final of the Copa de S.M. El Rey: (i) F.C. Barcelona; and (ii) Valencia Club de Fútbol, S.A.D.</p> <p>In some cases, the scope of this definition could be broadened as to include the owner of the venue in which the Final of the Copa de S.M. El Rey will take place (Real Betis Balompié, S.A.D.)</p>
Competition	Means the final game of the Spanish Copa de S.M. El Rey taking place at Estadio Benito Villamarín.
Copa de S.M. El Rey	Means the final of the Copa de S.M. El Rey
Corporate Group	Means a group of interrelated companies that are controlled by the same company in the terms envisaged by the Spanish Commercial Code (Real Decreto de 22 de Agosto de 1885 por el que se publica el Código de Comercio).
European Territories	Means all territories that form part of both the EU and the EEA, or that are adequately integrated in UEFA, as well as any other territory that is included in Annex 1.
Exploitation Media Channels	<p>Means the exploitation of the Audiovisual Rights through any of the following channels:</p> <ul style="list-style-type: none"><li>- Internet, including but not limited to smart TV, telephones, tablets and any other device enabling for the transmission of the Audiovisual Rights through the Internet.</li><li>- “TDT” or Digital Terrestrial Television, meaning the transmission of the signal through terrestrial frequencies.</li><li>-Satellite, meaning the transmission of the signal through satellite standards.</li></ul> <p>Exploitation Media Channels may be of either Free and/or Pay nature, where:</p> <ul style="list-style-type: none"><li>- Pay, meaning the broadcasting of any content by means of payment, including but not limited to: Pay-per-View and Pay TV channels, and;</li><li>- Free, means the broadcasting of any contents by means of open channels that are nevertheless subject to the territorial restrictions contained in the Specific rights and obligations included in Annex 1 and with special regards to the Anti-Piracy obligations contained in Annex 3.</li></ul>
Final Operator	Means any Bidder, either acting individually or in a Partnership, whose Bid was accepted by RFEF in the tender process or following private negotiations that were initiated in the conditions indicated in this Tender.



Highlights	<p>Means the footage of the Final's most significant plays and key moments, up to a maximum length of four (4) mins.</p> <p>In accordance with the conditions of this Tender, the scope of "Highlights" is to be broadened as to include:</p> <ul style="list-style-type: none"><li>-Replays</li><li>- Slow-motion recording</li><li>- Any type of frames, including 360° frames</li><li>- Other material that is permissible under the conditions of this Tender.</li></ul>
Joint Bid	Means a Bid submitted by a Partnership in any of the forms contemplated by this Tender and/or the applicable laws.
License Contract	Means the agreement governing the terms and conditions of the License that the Final Operator is granted with after acceptance by the RFEF of its offer regarding the Package(s). A copy of the Terms and Conditions of the License Contract can be found in Annex 3.
Match	Means the Final of the Copa de S.M El Rey
Match Footage	<p>Means the footage of the Final of the Copa de S.M. El Rey</p> <p>The rights to transmit, communicate, and make available such Match Footage are hereby excluded from the rights under this Tender;</p>
Official Channel	Means a Club's or RFEFs Official Channels.
Package or Copa de S.M. El Rey Package	Means any and all the Packages of Rights that are offered by RFEF through this Tender.
Partnership	Means any two or more parties that fall under the scope of "Bidders" and whose cooperation is legally recognised by Spanish law.
Platform	Means any media system needed for the broadcasting of the Rights.
Reserve Price	Means the price considered to be the market price for each Package based on the quantity for which similar Packages were sold in the past and a comparison of the prices for which similar Packages were awarded in the following countries: United Kingdom, France, Germany and Italy. The reserve price of each Package shall be deposited before a Notary Public
Real Decreto-Ley 5/2015 or RDL	Means Real Decreto-Ley 5/2015, of April 30 <sup>th</sup> on the exploitation rights regarding Football audiovisual contents (Real Decreto-Ley 5/2015, de 30 de abril, de medidas urgentes en relación con la comercialización de los derechos de explotación de contenidos audiovisuales de las competiciones de fútbol profesional).

Related Content	Means all the images that have been recorded within the Final's venue. It also includes any images that have been recorded in specific areas before, during and at the end of the Final including, but not limited to: <ul style="list-style-type: none"><li>- Interviews to both Club staff (players, managers, other members of the coaching team, officers, etc.) that may take place in different locations (including but not limited to pitch, pressroom, stadium and/or pitch exits, etc.)</li><li>- Interviews to fans that may take place in different locations (outside the stadium, within the stadium) and images of the stands that are recorded before, during and after the game.</li></ul>
Real Federación Española de Fútbol or RFEF	Means the National Football Association of Spain, an entity registered at the Spanish Sports Register under number 19, established under Spanish law and that is located at Calle Ramón y Cajal S/n 28230, Las Rozas, Madrid.
Signal	Means the audiovisual signal (comprised of video, audio/sound, image, etc.) that is collected by all the cameras before, during and after the Match.
Spanish Territory	Means the Kingdom of Spain (including Balearic Islands, Canary Islands, Ceuta and Melilla).
Sub-contractor	Means any natural or legal to whom the Final Operator grants its Rights, in whole or in part, through a Sub-Licensing Contract in the terms envisaged in this Tender.
Sub-License Contract	Means the agreement formalised between Final Operator and Sub-contractor in the terms envisaged in this Tender.

## 1. INTRODUCTION

### 1.1 Tender Description

In accordance with Spanish Royal Decree-Law no 5/2015, Real Federación Española de Fútbol (“**RFEF**”) issues this Tender to adequately adhere to its legal obligations regarding the licensing of the Final of the Copa de S.M. El Rey 2019 Audiovisual Product for the European Territory. RFEF is empowered to conduct the commercialisation of audiovisual rights in accordance with article 2 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) to commercialise said Rights. Moreover, article 8(2)(a) of Spanish Royal Decree-Law no 5/2015 states that the Copa de S.M. El Rey Final Match shall be directly commercialised by RFEF.

Any interested Party that wishes to submit an offer to acquire any of Packages that are promoted through this Tender is hereby invited by RFEF to do so. RFEF hereby informs and encourages the interested parties to submit their offers with respect to the procedure that is carefully detailed in this Tender.



Interested parties may submit their Bids for consideration and review of the RFEF until the 13<sup>th</sup> May 2019, at 13:00pm (Madrid time). Offers may be sent by email to the addresses indicated in Clause 5.3.3

In the adequate performance of this Tender, RFEF hereby informs all interested parties that it will count with the assistance of the following entities, whom will act in their capacity as **Advisors** and hence be responsible to ensure adequate compliance of all with this Tender's terms and conditions:

- For Media Sports Management FZ LLC, with registered office at Suite 005, 2nd floor, DMC 2 building, Dubai Media City, Dubai, and provided with Trade license 95265
- Sportradar AG, a company incorporated under the laws of Switzerland, with registered office at Feldlistrasse 2, CH-90000 St. Gallen, Switzerland, and provided with VAT Identification n<sup>o</sup> CHE-113.910.142 MWST.

Following the issuance of this Tender to potential Bidders, the RFEF will open a three (3) hour period in which it will provide any clarification regarding the contents of the Tender. Consultations and/or clarifications and/or corrections should be directly emailed to either the RFEF or its Advisors through the addresses detailed below. The email address to request consultations or clarifications it's not the same as the email addresses to submit bids, identified in section 5.3.3.

Response will be made through the same means of reception. RFEF will publish the request and the resolution of said query in its official website [www.rfef.es](http://www.rfef.es). Nevertheless, and to duly preserve confidentiality, RFEF and its Advisors hereby guarantee that the potential Bidder's identity will not be disclosed in said publication. **To this effect, Bidders may solely send their consultations and queries to the following addresses:**

---

**Real Federación Española  
de Fútbol**

Ms. Isabel Warleta  
Marketing  
Calle Ramón y Cajal, 28230,  
Las Rozas, Madrid  
Email: [audiovisuales@rfef.es](mailto:audiovisuales@rfef.es)

**For Media Sports Management  
FZ LLC**

Mr. Emanuele Villari  
Managing Director  
Suite 005, 2nd floor, DMC 2  
building, Dubai media city  
Email: [Rfettender@formedia.tv](mailto:Rfettender@formedia.tv)

**Sportradar AG**

Mr./Ms. Giuseppe Sampino  
Senior Director, Sales and Business  
Development – Sports Media  
Feldlistrasse 2, CH-90000, St  
Gallen, Switzerland  
Email: [Rfettender@sportradar.com](mailto:Rfettender@sportradar.com)

## 1.2 Copa de S.M. El Rey

The Copa de S.M. El Rey is the oldest competition in Spanish football and the second most important domestic competition after La Liga.

It involves a total of 84 teams, comprised of all 'Primera' and 'Segunda' teams, the top five classified teams of all 'Segunda B' groups and the champions of all 'Tercera' groups. Segunda teams enter the competition in the second round and Primera teams join the competition later, in fourth round.

The champion of the Competition has the opportunity to play the Spanish Supercopa against the winner of La Liga. In addition, the champion will also be able to participate in the UEFA Europa League the following season, provided said team has not qualified for the UEFA Champions League. In this case, the UEFA Europa League placement will be granted to the 7<sup>th</sup> team of La Liga.

For this year 2019, the final of the Copa de S.M. El Rey will take place on Saturday the 25<sup>th</sup> May 2019 at the Real Betis Balompié, S.A.D. stadium: Estadio Benito Villamarín (Seville). The Match will be played between Fútbol Club Barcelona (“**F.C. Barcelona**”) and Valencia Club de Fútbol, S.A.D. (“**Valencia, C.F.**”)

## 1.3 The legal framework governing the Commercialisation of Rights

On April 30<sup>th</sup>, 2016, the Spanish government approved Spanish Royal Decree-Law 5/2015. This regulation sets the main framework revolving around the joint commercialisation of football audiovisual rights. Article 4 indicates the main requirements concerning the legality of a Tender. Said provision states:

### ***“Article 4. Conditions for joint marketing of audiovisual rights.***

*1. The system of marketing 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. Audiovisual rights may be marketed on the national and European Union markets on the basis of exclusive or non-exclusive exploitation, including non-exclusive marketing arrangements on equal terms to all operators concerned, in accordance with the provisions of this Article.*

*3. The commercialisation companies shall establish and make public the general conditions governing the commercialisation of the exploitation rights of audiovisual content subject to centralised commercialisation, including the configuration of the offers for exploitation in the national and European Union markets, their groupings in packages 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 the rest of the competition regulations, prior to the approval of said conditions, the marketing entities shall request the Spanish Competition Authority (CNMC) to draw up a*

*report on the aforementioned conditions for the marketing of rights. This report shall be drawn up within one month from the date on which it was requested.*

*4. For the purposes of determining the conditions for the commercialisation of rights referred to in the previous paragraph, the following criteria shall be taken into account:*

*(a) The marketing conditions shall specify the scope of the packages of rights to be commercialised, indicating, in particular, the contents included in each package, the geographical scope for exploitation, whether they are intended to be broadcast in open or encrypted form and whether they will be the subject of exclusive or non-exclusive exploitation.*

*(b) The commercialisation of the rights corresponding to events of general interest to society, referred to in Article 20 and the Sixth Transitional Provision of Law 7/2010 of 31 March, must be guaranteed.*

*(c) The conditions of the tender must specify the date and time of each of the events commercialised or the conditions under which they can be determined by the successful tenderers.*

*(d) Rights must be awarded by means of a public, transparent, competitive and non-discriminatory procedure, based on objective criteria which must include, in particular, the economic profitability of the tender, the sporting interest of the competition, and the growth and future value of the audiovisual rights that the successful tenderer may provide.*

*(e) Each lot or package shall be awarded separately. The award conditions established by the commercializing entities and the bids presented by the bidders may not be conditioned to the acquisition of certain packages or lots or to the concurrence of certain events.*

*(f) The duration of commercialisation contracts may not exceed three years.*

*(g) The same person or entity may not own or acquire directly or indirectly exclusive rights to exploit on the national market content corresponding to more than two packages or lots, either in the tendering process or at a later stage by acquiring or assigning rights acquired by third parties, unless there were no bidders or acquirers or other economically equivalent offers in any lot or package.*

*(h) Entities shall commercialise the rights they manage sufficiently in advance for their exploitation to be carried out in an appropriate manner.*

*5. The conditions for the commercialisation of audiovisual rights on international markets shall be made public and shall be subject to the prior report of the National Commission on Markets and Competition in the terms provided for in the second paragraph of paragraph 3 of this Article. The commercialising entity shall provide updated information on current commercialisation contracts via the website.*



6. *If one of the successful bidders does not exploit the audiovisual rights, the commercialising entities may terminate the contract and award it to another bidder, without prejudice to the stipulations agreed.*

7. *Audiovisual rights falling within the scope of this Royal Decree-Law which are not jointly commercialised may be exploited and commercialised individually by the participating clubs or entities, directly or through third parties.*

In view of the above, and before disclosing the present Tender to the public, the RFEF has requested the Spanish Competition Authority (“**Comisión Nacional de los Mercados de la Competencia**” or “**CNMC**”) to draft a report pronouncing itself on the validity of the present Tender conditions and specifically, on whether this Tender is compliant with the Competition law framework envisaged in the applicable regulations.

#### **1.4 Objectives of the present Tender**

RFEF initiates this Tender to commercialise the Audiovisual Product amounting to the 2019 Copa de S.M. El Rey Final to promote and achieve, with the help of the entities becoming the Final Operators of the Rights, RFEF's general objectives. These can be summarised as follows:

- (i) To promote Spanish football outside of Spain by maximising European audience standards and coverage of the Final Match
- (ii) To optimise revenues in the benefit of Spanish football
- (iii) To improve and provide for the viewing of Spanish football for Spanish and European football fans located within the European Territories and;
- (iv) To reinforce the values of the RFEF brand and revitalise the values of Spanish football around Europe.

## **2. EXPLOITATION RIGHTS**

### **2.1 The Global-European Package**

Interested parties may submit Bids for the whole 2019 Copa de S.M. El Rey Final TV rights exploitation. This Package grants its Final Operator with the following broadcasting rights:

- a) To broadcast the Match live, through any Exploitation Media Channels in all European Territories contained in Annex I.
- b) To the deferred broadcasting of the Match until June 30<sup>th</sup>, 2019.

Additionally, Annex 1 contains a detailed list of all specific rights that are of exclusive application to every Package. As such, Bidders are invited to analyse the rights and obligations contained in this Section to obtain a broader view of the contents that the Package offers.

### **2.2 Joint Country Packages**

Interested parties may submit Bids for one or more of the Joint Country 2019 Copa de S.M. El Rey Final Packages. In general terms, this Package allows its Final Operators to:



- a) To broadcast the Match live, through any Exploitation Media Channels, and within the countries included in the specific Packages contained in Annex I.
- b) To the deferred broadcasting of the Match until June 30<sup>th</sup>, 2019.

Additionally, Annex 1 contains a detailed list of all specific rights that are of exclusive application to every Package. As such, Bidders are invited to analyse the rights and obligations contained in this Section to obtain a broader view of the contents that each Joint Country Package offers.

### **2.3 Stand-Alone Country Packages**

Interested parties may submit Bids for one or more of the Stand-Alone Country 2019 Copa de S.M. El Rey Final Packages. In general terms, this Package allows its Final Operators to:

- a) To broadcast the Match live, through any Exploitation Media Channels, and within the Authorised Territory included in the specific Packages contained in Annex 2.
- b) To the deferred broadcasting of the Match until June 30<sup>th</sup>, 2019.

Additionally, Annex 1 contains a detailed list of all specific rights that are of exclusive application to every Package. As such, Bidders are invited to analyse the rights and obligations contained in this Section to obtain a broader view of the contents that each Stand-Alone Country Package offers.

## **3. EXCLUSIVITY**

### **3.1 Nature of the “Exclusive” character of certain commercialised rights of the Packages**

RFEF hereby guarantees not to exploit or furtherly award to any other party other than the Final Operators, any rights of exploitation that are contained in the Packages listed in the above Clause and furtherly described in Annex 1, except if otherwise provided by any applicable law and/or provisions of this Tender.

Bidders are informed that the Packages limit the exclusive rights to the territory referred to in Annex 2. These territories shall be defined as the Authorised Territory. As such, interested parties are duly informed that the award of one Package will entitle the Final Operator to exploit the rights within said Authorised Territory. Consequently, interested parties may not claim exclusivity for any other territory that falls outside the scope of the Authorised Territory defined by Annex 2.

In addition, Annex 1 contains some specific limitation as to the exclusive character of a Package within the same Authorized Territory.

## **4. NON-EXCLUSIVE RIGHTS**

The Rights granted to a Final Operator as part of a Package represent the entire extent of Rights granted to it. Any rights that are not expressly included as part of a Package will be considered to fall outside the scope of this Tender. Some of the Rights offered are not exclusive. Interested Bidders are hereby informed of the following existing reservations that may make their Rights non-exclusive:

#### **4.1 Club Rights**

RFEF hereby informs Bidders interested in the acquisition of the Audiovisual Rights of the existence of limitations or reserved/untransferable rights that the Clubs have over the Rights.

As such, Bidders must consider the following reservations:

##### ***4.1.1 Finalists (F.C. Barcelona and Valencia, C.F.)***

Finalist Clubs, this is, the two teams that won their respective semi-final games and thus qualified to play the 2019 Copa de S.M. El Rey final, have the following rights with respect to the Rights:

- (i) Exclusive rights over the Match Footage of the Final. As such, Clubs may exploit the Match, on an exclusive basis, no sooner than twenty-four (24) hours following the conclusion of the 2019 final.
- (ii) The Clubs are entitled to only share Highlights and Related Content of the Match through their own official Platforms or Club Channels. This includes the deferred broadcasting of the Match after the end of the 2019 Final, in accordance with article 2(3) Royal Decree-Law 5/2015. Nevertheless, communications through these platforms cannot be made sooner than twenty-four (24) hours following the conclusion of the 2019 Final.

##### ***4.1.2 Real Betis Balompié, S.A.D.***

In accordance with article 2(3) of Royal-Decree Law 5/2015, Real Betis Balompié, S.A.D., as the owner of the stadium in which the 2019 Copa de S.M. El Rey Final Match will take place, has the following reserved rights:

- (i) The live broadcast, within the facilities in which the 2019 Copa de S.M. El Rey Final will take place of the audiovisual television Signal corresponding to the event.

#### **4.2 Non-exclusive rights that may be exploited by RFEF**

- (i) RFEF may exhibit both the Match Highlights and the Related Content of the Match through its Official Platform after twenty-four (24) hours since the end of the Match.
- (ii) RFEF may create and or distribute, by itself or through a provider, the statistical information regarding the Match. This includes but it is not limited to information regarding team and individual (player) performance and public attendance.
- (iii) RFEF may grant entities related to the news sector with a non-exclusive right to communicate Match content on their relevant news. This includes but is not limited to live updates on the evolution of the match in written form, among others.

## 5. THE PROCEDURE

### 5.1 Eligibility requirements

Any potential Bidder interested in any of the Packages envisaged in Annex 1 of this Tender must firstly satisfy the eligibility requirements. A potential bidder will be considered eligible under the provisions in this Tender provided:

- (i) It meets technical/organisational requirements
- (ii) It meets economic/solvency requirements
- (iii) It does not fall within the scope of one of the exclusionary criteria

#### 5.1.1 Technical/Organisational requirements

A potential Bidder will effectively meet the technical and organisational requirements in this Tender provided:

- (i) They have sufficient resources capacity (financial and organisational) and proven experience in the exploitation of audiovisual rights in sports and cultural or entertainment events, and, in the case of intermediary agencies, proven experience and capacity in the international distribution of said events.
- (ii) They have no relation with the parties in charge of the management of the present Tender. Potential Bidders must not be related and/or linked to the RFEF and/or its Advisors in a manner that could give rise to a conflict of interest.
- (iii) They have an adequate business structure and are well managed to effectively manage the responsibilities deriving from the award of the Exploitation Media Rights. To this extent, Bidders must evidence that they have sufficient means to exploit the offered Packages. A Bidder shall be deemed to meet this requirement, if, for instance, it disposes of sufficient resource to coordinate the broadcasting of the Match in the different territories contained within the specific Package without adversely affecting the quality of the broadcasting in those territories
- (iv) They can evidence that they have or will have all the necessary licenses, authorisations or permissions from the competent governmental authority to operate in the Authorised Territory.

#### 5.1.2 Economic/Solvency Requirements

A potential Bidder will effectively meet the economic requirements in this Tender provided:

- (i) They Accredit an annual worldwide group turnover of more than five million (5,000,000.00€) Euros if they make a Bid for the Global European Package; more than one and a half million (1,500,000.00€) Euros if they make a Bid for the Joint Country Packages; and half a million Euros (500,000.00€) if they make a Bid for the Stand-alone Packages. However, if a Bidder, for any reason, is unable to prove such financials, it may still be deemed eligible for this Tender if it undertakes to pay the full (100%) of its Offer on the date of Signature of the License Agreement.



- (ii) They can provide adequate security in what regards to its ability to ensure full payment of all economic obligations that may arise from the award of the exploitation rights of this Tender.
- (iii) If pending litigations exist between the RFEF and the Bidder, or a company belonging to the same Corporate Group as the Bidder regarding any agreement related to the non-payment of audiovisual rights, the RFEF will additionally require a first-demand guarantee to be provided by the Bidder that shall be equivalent to the sum of: (a) the amount that is pending of payment; and (b) the offer placed to participate in this Tender.

### 5.1.3 Exclusionary criteria

Bidders that meet any of the following requirements shall not be eligible to participate in this Tender:

- (i) To have been criminally sanctioned or have recognised their criminal liability or that of their directors for any of the following offences: (a) misrepresentation; (b) offences against property and against socio-economic order; (c) bribery; (d) embezzlement; (e) influence peddling; (f) use of privileged information; (g) crimes against social security; and (h) crimes against employees.  
This prohibition shall extend to directors or administrators that have been convicted by any of the abovementioned offences and/or other offences that RFEF may understand as being able to damage the reputation of the 2019 Copa de S.M. El Rey Final and/or jeopardise the audiovisual broadcasting of said event in the awarded Authorised Territory.
- (ii) Being, having declared, or requesting for the initiation of bankruptcy proceedings at the time of submitting the bid. Bidders that fall under the scope of liquidation, bankruptcy and/or insolvency proceedings, including, being under statutory moratorium with its creditors, will not be admitted to submit a Bid.
- (iii) Not being able to comply with Tax and/or social security obligations

### **5.2 Joint Bidding.**

RFEF will accept joint bids provided that the below requirements are met:

- (i) Joint bidders must cumulatively satisfy the criteria of clause 5.1. To this extent, Joint Bids will be excluded if any one of the members falls under the scope of any of the exclusionary criteria listed in clause 5.1.3
- (ii) They state and provide evidence as to how the Rights will be distributed among the participants in the Partnership.

Additionally, RFEF hereby informs all interested parties that a joint bid cannot be interpreted, under no circumstance, as a sub-contracting practice between Bidders. Joint bidders are also informed that they will be jointly and severally liable before RFEF in respect to the obligations they have assumed in their respective joint bid.

## 5.3 Formalising the Bid

### 5.3.1 Contents of the Offer

Interested parties wishing to apply for any of the Packages offered through this Tender must ensure that their bid has the below mentioned contents:

- (i) Bid letter in the official RFEF template adequately filled and signed. Proof of the representation powers must also be attached (for instance, by attaching copies of the signatories' powers of attorney). Failure to attach the Bid Letter Template to the Offer will render it inadmissible. Moreover, interested parties may find a copy of the template in Annex 2 of this Tender. Full details as to the consideration must be provided. All amounts shall be deemed net of VAT and expressed in EURO.
- (ii) All documentation considered necessary as to prove fulfilment of the eligibility criteria in Clause 5.1. Additionally, in the case of a Partnership, joint bidders must also provide sufficient evidence of compliance with the requirements listed in Clause 5.2.

### 5.3.2 Rules governing the submission of documents

Interested parties wishing to apply for any of the rights commercialised under this Tender must additionally ensure that their bid complies with RFEF's submission rules.

In particular, they must assure that:

- (i) Bids aimed at more than one Package in the same letter must enable for independent consideration for every Package that is desired. For instance, if the Bidder(s) want to apply for 2 packages, 2 considerations shall be made along with sufficient description as to what consideration amounts to which Package. Failure to specify said independent consideration will render the totality of the offer inadmissible by RFEF.
- (ii) Bids may be submitted in either Spanish or English. Bids that are submitted on any other language will not be admissible for this Tender. Any documentation that is required for the formalisation of a Bid and that appears in other language must contain a certified translation attached to said documentation.
- (iii) Bids that are submitted after the deadline will not be considered as eligible under this Tender.
- (iv) Bids that are submitted in a format differing from the one contemplated in this Clause, along with the rest of Clause 5 will not be accepted.

### 5.3.3 Sending of the Offer

Bidders may submit their bid by electronic means, from the Opening of the Bidding Process and until 13:00pm (Madrid time zone) on the 13<sup>th</sup> of May 2019 via the following email address: [audiovisuales@concursos.rfef.es](mailto:audiovisuales@concursos.rfef.es) This electronic mailbox has a system of entry certification and time stamp of incoming mail provided by a third party that complies with the requirements of Spanish Law 50/2003 on Electronic Signature and Regulation (EU) 910/2014 on Electronic Identification and Trust Services for Electronic Transactions in the Internal Market (eIDAS).



RFEF will have no access to the information that potential Bidders send to this email address until the abovementioned deadline. The opening of Bids will be carried out before a Notary Public. It shall only be at this moment when the electronic certification provider provides, RFEF, and before the presence of a Notary Public, with the passwords to access the offer documents

Shall the RFEF observe any defect or omission that is susceptible of being amended in the presented documentation, it will notify it in writing to the affected Bidder(s), whom will have three (3) hours in accordance with Annex 4 to make any necessary amendments. Shall the Bidder not make the corrections within said period, the RFEF will have the right to exclude him from the Tender.

#### **5.4 Bidder representations and warranties with respect to the Contents of the Offer**

Bidders understand and accept that the sending of its offer to RFEF implies the making of the following representations and warranties:

- (i) Bidder(s) represent and warrant that the contents of the Bid, included the attached documentation is true, updated, precise, and accurate. Any change in the contents of the offer shall be communicated immediately and in no case, in more than twenty-four (24) hours since the adverse change took place, to the RFEF, whom will analyse the scenario on a case-by-case approach and render its decision on the validity of the offer as promptly as possible. Bids found to be false will automatically trigger exclusion, without prejudice to the application of any remedy that the RFEF considers applicable against the Bidder(s).

#### **5.5 Opening of Bids**

RFEF's evaluation committee, including its Advisors, will open the Bids on the same day as the deadline for the submission of Bids. To ensure appropriate guarantees have been taken in the process, the Bids will be opened in the presence of a Notary Public. RFEF will, in no case, accept conditional Bids. RFEF's Evaluation Committee is composed of:

- (i) The President of RFEF or the person designated by him/her on his/her behalf.
- (ii) The First Vice President
- (iii) The Chief Financial Officer
- (iv) The Director of the Legal Department
- (v) The Director of the Competitions Department
- (vi) The Marketing Director
- (vii) A lawyer from RFEF's legal department who will act as the Evaluation Committee Secretary.

After the opening of the Bids, RFEF, along with its Advisors, will study the Bids for the purpose of assigning the Rights. Firstly, they will contemplate that Bidders comply satisfactorily with the eligibility requirements enshrined in Clause 5. After ruling out the Bidders that do not meet the criteria, evaluation of bids will commence.

RFEF and its Advisors will evaluate Bids through a points scheme under which Bids will be evaluated based on a set of criteria. The maximum score that an Offer may receive is ten (10) points. The criteria on which the Bids will be evaluated are the following:

- (i) *The Consideration offered.* Only those Bids that equal or exceed the Reserve Price will be admitted, according to the amount indicated in the Terminology. A maximum of up to Six (6) points will be awarded based on the total economic sum offered by a Bidder for the acquisition of the Rights. As such, the Bidder offering the highest consideration will be awarded 6 points, the Bidder offering the second highest consideration will be awarded 3 points, the Bidder offering the third highest consideration will be awarded 2 points, the Bidder offering the fourth highest consideration will be awarded 1 point and the Bidder offering the fifth highest consideration will be awarded 1 point.
- (ii) *The Bidder's experience in the exploitation of Rights at football events.* Up to two (2) points will be awarded in based on the Bidder's previous experience in the exploitation of Audiovisual Rights in past football events. The following scoring criteria will be taken into account when the Bidder accredits recent (within the last 5 years) experience in the exploitation of audiovisual rights in corresponding matches of the UEFA Champions League, the UEFA Europa League, First Division of the European Leagues of Spain, England, Germany, Italy, France or Portugal and/or the exploitation of international competitions such as the World Cup and/or the Eurocup, among others, as well as their respective qualifying matches:
  - i. 2 points shall be granted to the Bidder who accredits previous experience in the exploitation of audiovisual rights in 150 or more matches of the aforementioned Competitions.
  - ii. 1 point shall be granted to the Bidder who accredits previous experience in the exploitation of audiovisual rights in 50-149 matches of the aforementioned competitions
  - iii. 0 points shall be granted to the Bidder who accredits previous experience in the exploitation of audiovisual rights in less than 50 matches of the aforementioned competitions.
- (iii) *Territorial levels of coverage.* Up to two (2) points will be awarded based on the level of coverage that the Bidder can guarantee through the Coverage Plan for the broadcasting of the Match. The following criteria is established for the objective assignment of this score:
  - i. 2 points to the Bidder whose plan foresees more than 90% coverage in the territory or territories in which the Bid is submitted.
  - ii. 1 point to the Bidder whose plan foresees between 80%-90% coverage in the territory or territories in which the Bid is submitted.
  - iii. 0 points to the Bidder who does not propose a coverage plan or whose plan foresees less than 80% coverage in the territory or territories in which the Bid is submitted.

In the evaluation of Bidders, the RFEF guarantees that it will respect the principles of transparency, competitiveness, equity and non-discrimination with regards to the Offers presented by each potential Bidder. As such, *Potential Bidders are hereby informed that*



RFEF will conduct an exhaustive analysis of all three criteria in the terms envisaged in the above paragraphs. Bidders are furtherly informed that offering the highest consideration does not guarantee the awarding of the Rights. As such, the Bidder to whom the Rights will be awarded will be the Bidder that, according to RFEF, obtained the highest amount of points among all interested Bidders that have made an Offer for a given Package.

Likewise, if a Bidder makes an Offer to acquire the European Global Package, and other Bidders make respective Offers for the rest of the Packages of this Tender (both for the Joint-Country Packages and the Stand-Alone Packages), RFEF will make a comparison between on the one hand, the European Global Package Offer, and on the other, the rest of the Packages, and award the Rights to the Bidders that have offered the highest consideration. By way of example, if a Bidder offers 100 for the European Global Package, and the sum of the rest of the Offers amounts to 98, RFEF will award the rights to the European Global Package Bidder for having offered a higher consideration sum. However, if the European Global Package Bidder had offered 96, RFEF will in this case award the Rights to the Bidders of the Joint Country Packages and the Stand-Alone Country Packages, as cumulatively they comprise a higher offer than the one offered by the European Global Package Bidder. Finally, and in case of a tie between both types of Bidder, RFEF will have the right to decide, in its judgment, whom to allocate the Rights. The above criteria shall also apply to the allocation of Rights in case of conflict between Joint Country Packages B7 and B8 and Stand-Alone Country Packages C12, C14, C15.

## **5.6 Award of the Exploitation Rights and Reserve Price**

### ***5.6.1 Award of Rights***

After the deadline of the opening of the Bidding Process, and after studying every received Bid, RFEF will award the Packages to the Bidders.

An award notice will be communicated to all Bidders through RFEF's official website [www.rfef.es](http://www.rfef.es) Likewise, RFEF will individually notify every successful Bidder. Such notice will contain a copy of the License Agreement to be signed by the Bidder in order to formalise such Award.

The awarded Bidder must at this stage sign the corresponding License Contract, whose general conditions are detailed in Annex 3 and in accordance with the deadline indicated in Annex 4.

If the License Agreement is not signed after the above date, RFEF will have the right to award the Rights to the second-best Bidder, and so on.

Following the date of signature, and in accordance with the terms envisaged in Annex 4, RFEF shall publish on its official website the identity of the Final Operators as well as the Packages that were awarded to these.

### ***5.6.2 Reserve Price***

The award criteria relating to the consideration offered is based on a Reserve Price. RFEF has fixed a reserve price of the Packages and has deposited before a Notary Public that information. Said information will be opened at the date of Opening of the Bids. The Reserve Price has been calculated according to market value. In order to calculate said value, references to the historical value of the audiovisual rights in similar products in



each country and/or Packages, the number of citizens of each country and/or the Packages, and the historical interest in similar products as well as the number of operators in each country and/or Package that is able to make a Bid. If no Bid reaches the Reserve Price, RFEF may either award the Rights in accordance with the score system foreseen in Section 5.5 or call a new round of Bids among the admitted candidates, in which case, the score envisaged in Section 5.5 shall also be of application.

Interested Bidders are hereby informed that *Annex 4* to the Tender contains a calendar including the different deadlines to this Tender.

## **6. TERMS OF PAYMENT**

### **6.1 Calendar, general conditions and other payment obligations**

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

- (i) The total amount (100%) of the offered consideration shall be paid by the 17<sup>th</sup> May, 2019 at 12:00pm (Madrid Time zone)
- (ii) Under the terms envisaged in Clause 5.1.2, a Bidder that cannot accredit the turnover threshold must provide payment of the offered consideration at the Date of signature of the license agreement.

Payments will be deemed effective from the moment the RFEF receives the payable amount in its bank account or proof of payment by the Bidder. The stipulated quantity in the Bid Letter amounts to the net quantity to be paid. Any delay in the payment of the fees in accordance with the deadlines set in the above calendar will generate interests amounting to 3% in favour of the RFEF. On the other hand, suspension of payments by the Final Operator will enable RFEF to terminate the License Contract, without prejudice to applying any remedies and/or rights it may have under the applicable law.

Amounts received by the RFEF shall be made free of:

- (i) Any and all taxes (excluding VAT)
- (ii) Deductions and/or withholdings, of any kind which are applicable in respect of such payments and without deduction or liability applicable to them.

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

Payment of the consideration is to be done via bank transfer, to the account indicated by RFEF.

In application of Spanish Royal-Decree Law 19/2018, of the 23<sup>rd</sup> November, on Payment Services and other urgent financial measures ("*Real Decreto-ley 19/2018 de 23 de noviembre, de servicios de pago y otras medidas urgentes en materia financiera*"), RFEF hereby informs Bidders that all costs imposed by any financial entities to the Bidders shall be borne by Bidders. As such, any financial costs arising from the

transaction that are to be supported by Bidders shall not be subtracted from the total consideration offered.

## **6.2 Guarantees**

### **6.2.1 General**

Bidders are required to prove sufficient evidence of their financial background, including possibility to ensure payment for the Exploitation Media Rights through a guarantee. Failure to provide with sufficient evidence in this sense may render inadmissible the offer presented.

### **6.2.2 Minimum Requirements that the guarantee must provide**

Any guarantee that either the Final Operator or the Bidder requests to guarantee payment of its offer obligations must comply with the following requirements:

- (i) The guarantee covering payment obligations must be guaranteed by a reputable bank
- (ii) The bank in question must also be considered acceptable by RFEF.

## **7. EXPENSES**

Each Bidder shall be responsible for all costs, expenses and liabilities that it incurs in or that third parties assisting the Bidder incur in. This clause shall be of direct application to all stages of the Tender process, including any private negotiations with the RFEF. If translations into other languages of the documentation are required as to fulfil the language requirements envisaged in this Tender, RFEF hereby informs that the costs of preparing such translations will be entirely borne by the Bidder.

RFEF shall in no event be liable for any costs, expenses or liabilities incurred by a Bidder in connection with this Tender or for the preparation, negotiation, signing and delivery of any audiovisual / media rights agreement that the Final Operator formalises with any third party.

## **8. NATURE OF THE TENDER IN ACCORDANCE WITH CONTRACT LAW**

This Tender is to be regarded as an invitation to treat and as such, it will not be considered as having binding contractual effects nor as a binding contract and/or an offer that is capable of acceptance by a Bidder.

As such, binding contractual effect will take place from the moment that RFEF, in consideration, and after carefully and thoroughly evaluating the Offer in accordance with the stipulated criteria, or after engaging private negotiations with a Bidder, accepts the Bidder's bid or the terms of the Private Negotiations and formalises, in due time, the corresponding Agreement. This agreement shall take the form of a License Agreement, and shall contain, inter alia, the general clauses set out in Annex 3.

## **9. OBLIGATION TO EXPLOIT AUDIOVISUAL RIGHTS**

In application of Spanish Royal Decree-Law 5/2015, if one of the successful Bidders does not exploit the awarded Rights, RFEF shall be entitled to terminate the contract and award it to another Bidder, without prejudice to the stipulations agreed.

## **10. ACCEPTANCE OF TERMS**

Any Bidder submitting a Bid for the exploitation of the Rights concerned in this Tender will be considered to have read, understood and expressly agrees to all terms and conditions regarding the Tender itself.

## **11. CONFIDENTIALITY**

All Bids are to be regarded as confidential documents, without prejudice to the provisions envisaged in this Tender, in particular, in what regards Clause 5. Bidders shall refrain from making any announcement, communication, through any communication means, including press conferences, releases, interviews, or any other form in which the information is capable of being published concerning the Tender, the information comprising the Bid, and/or to the consideration offered.

The Bidder hereby understands and accepts that RFEF has the right to make any official publications regarding the Tender, its procedure, the selections and/or the publication of the awarded Bidders, among others, subject to the provisions governing the Tender.

RFEF hereby guarantees that Bidder information, such as the documentation attached to its offer will be kept confidential and shall not be disclosed nor published to any third parties except for (a) legal authorities in their competent exercise of legal powers and; (b) RFEF advisors, including the entities disclosed in Clause 1 which act as RFEF's Advisors.

## **12. INTELLECTUAL PROPERTY**

RFEF will maintain the ownership over all Intellectual Property Rights of the 2019 Copa de S.M. El Rey Final, its Trademarks and distinctive signs, as well as all other trademarks of the RFEF and/or the competition, without prejudice to the non-exclusive use that the Clubs may make of the contents generated by the Final. Nothing in this Tender is construed as expressly or impliedly meaning the granting of intellectual property rights to any Bidders over Intellectual property owned by either the Clubs and/or RFEF. Any license and/or transfer of any intellectual property rights that the Final Operator requires must be formalised in a separate written document.

As such, the Final Operator shall have no rights over the images of the Final, except for those the Rights described in Clause 2 and Annex 2 to this Tender and any other provision applicable in this Tender. Nevertheless, any Intellectual Property Right arising from the commentaries that will narrate the Match shall vest on the Final Operator. RFEF however shall have the right to use said audio recordings without paying any consideration or incurring in any cost and provided prompt notification is sent to the

Final Operator prior to the use of said rights. The Final Operator hereby waives its right to initiate any legal action against RFEF for the use of the abovementioned commentaries and guarantees to not obstacle, in any way, RFEF's use of the rights after being notified of RFEF's intent to make use of these.

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

### **13. SEVERABILITY**

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

### **14. INTERPRETATION**

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

### **15. JURISDICTION AND APPLICABLE LAW**

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

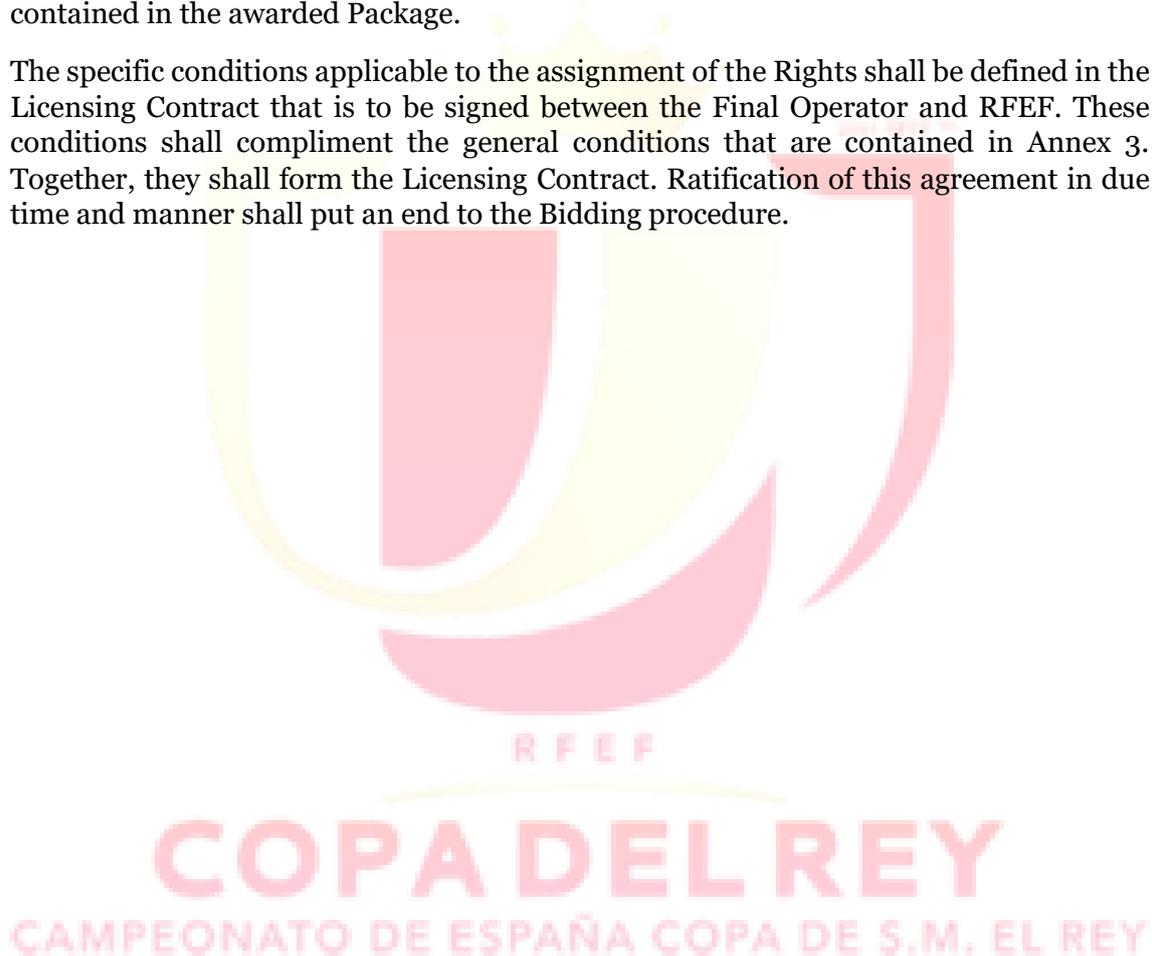


## **ANNEX 1.- RIGHTS OF THE PACKAGES PROMOTED IN THIS TENDER**

The selected Final Operator shall hold the exclusive right (with the exception of Monaco and Andorra, where the Rights will be awarded on a non-exclusive basis) to broadcast the Final live. Likewise, the selected Final Operator shall also hold the exclusive right, with the exceptions provided above, to the deferred broadcasting of the Match until June 30<sup>th</sup>, 2019.

The Rights shall be assigned for the specific geographical area or the Authorised Territory contained in the awarded Package.

The specific conditions applicable to the assignment of the Rights shall be defined in the Licensing Contract that is to be signed between the Final Operator and RFEF. These conditions shall compliment the general conditions that are contained in Annex 3. Together, they shall form the Licensing Contract. Ratification of this agreement in due time and manner shall put an end to the Bidding procedure.





## ANNEX 2.-TEMPLATE OF BIDDER'S LETTER TO FORMALISE A BID

**Real Federación Española de Fútbol**

Calle Ramón y Cajal, S/n, 28230

Las Rozas, Madrid

**[BIDDER'S NAME]**

**[BIDDER'S ADDRESS DETAILS]**

At [LOCATION], on [DATE], 2019.

### **Re: BID OFFER FOR THE ACQUISITION OF THE EXPLOITATION RIGHTS RELATED TO THE 2019 FINAL MATCH OF THE SPANISH COPA DE S.M. EL REY**

*(Please consider that Joint Bids will require the initial information disclosed in this paragraph from all the parties cooperating in said bid)*

Mr. /Ms. [NAME AND SURNAME], of [NATIONALITY] nationality, provided with ID/Passport Number [ID/Passport NUMBER], acting in his/her capacity of [ROLE], and on behalf of [NAME OF COMPANY], an entity incorporated under the laws of [COUNTRY], with registered office at [REGISTERED OFFICE ADDRESS] and VAT/Tax Number [INCLUDE] hereby states:

- (i) That after exhaustively reviewing the Invitation to Tender for the 2019 Spanish Copa de S.M. El Rey Final issued by Real Federación Española de Fútbol (“RFEF”), the Entity is interested in the acquisition of the following Packages with the purpose of exploiting the Audiovisual Rights these confer:
  - The Global European Package
  - The Joint Country Package (please include Package the Package N° of the Packages you are interested in):
  - The Stand-Alone Country Package (please include the Package No. of the Packages you are interested in):
- (ii) That the offer provided for is net of any taxes (including withholdings), costs and/or expenses that the Entity, whom accepts the exclusive responsibility to satisfy these costs, may incur in.
- (iii) That in relation with Clause “*Production, Signal and Presentation of the Final*” envisaged in Annex 3 to this Tender, the Entity acknowledges and accepts that a given quantity separate from the total consideration offered will be charged as a fee, in accordance with the conditions specified in said Annex, for the expenditure related to all technical and production costs and/or expenses that RFEF incurs in.
- (iv) That it expressly understands and accepts the General Terms and Conditions enshrined in Annex 3 and that, in case of being awarded any of the Packages offered in this Tender, all Terms and Conditions governing this Tender will



- automatically become binding after the signing, in due time, of the License Agreement that shall be attached to the Provisional Award notification.
- (v) That RFEF will not solely evaluate the potential of the Entity's offer on the amount of consideration it has offered but rather, on the exhaustive analysis of the criteria set out in Section 5.5 of this Tender.
  - (vi) That the offer will also be contrasted with the current market value of the Packages and as such, the Entity acknowledges and expressly accepts that RFEF may not accept the Entity's offer if it is below the Reserve Price that has been deposited before a Notary Public.
  - (vii) That, in accordance with Section 10 of this Tender, the Entity hereby understands and accepts all terms and conditions governing the Tender and future Licensing Agreement (if applicable).

In views of the foregoing, the Entity hereby expresses and details the terms and conditions regarding its Bid:

### 1.- CORPORATE DETAILS

*(Please consider that Joint Bids will require corporate details of all Bidders' cooperating in said bid)*

<i>Business Activity (please describe in detail)</i>	[...]
<i>Evidence (please include any governmental license/authorization reference numbers/document titles that supports your business activity. Additionally, consider that further proof of your activity should be disclosed in the attached documentation)</i>	[...]
<i>Evidence of representation powers (reference numbers) that enable your representative to sign this offer on behalf of the Entity.</i>	[...]
<i>Summary of last participation in the Football Audiovisual rights exploitation sector</i>	[...]

### 2.- SUPPORTING DOCUMENTATION

*(Please consider that Joint Bids will require documentation of all Bidders' cooperating in said bid)*

In accordance with section 5 of this Tender, the Entity hereby discloses the following documentation:

<b>Requirements</b>	<b>Documentary Evidences (please fill in the blanks with the document's</b>
---------------------	---



	<b>title and a brief summary of the contents of said document)</b>
Registration certificate issued by the Companies' House of the country of origin	
Experiences in the exploitation of audiovisuals in specific football, cultural and entertainment events	
Experience in the exploitation of audiovisual rights in specific football events (Evaluation Criteria under Clause 5.5(ii))	
Proof of an adequate business structure	
Proof of sufficiency of means to adequately exploit the Rights under the proposed Package	
Company organigram (both internal and business group structures)	
Declaration of responsibility whereby the Entity expressly declares that it is not connected to RFEF and/or entities related to RFEF or that it does not produce a conflict of interest.	
Proof of any (if applicable) licenses/authorization/permits from the competent governmental authority to operate. In case domestic law of the Authorised Territory does not envisage the need to authorize/grant any license/permit, the Entity should disclose the exact legal provision (and a translated copy of the provision in either Spanish or English) of said regulations.	
Coverage plan for the broadcasting. Please indicate forecasted percentage of coverage in the Authorised Territory (Evaluation Criteria under Clause 5.5(iii))	
Copy of last audited financial statements proving compliance with economic/solvency requirements as well as any other additional documentation the Bidder considers useful	
Copy of all adequate securities that ensure full payment of the offer	
Declaration of responsibility whereby the Entity expressly declares that it does not incur in any of the exclusionary criteria envisaged in Section 5.1.3	



Other documentation the Bidder considers demonstrates additional compliance with the eligibility criteria.	
--	--

### 3.- OFFERED BIDS

#### A.- GLOBAL EUROPEAN PACKAGE (1 Package)

Package n°	Authorised Territories it includes:	Consideration offered
A1	Portugal (including Azores and Madeira Islands), France, Monaco, Andorra, Italy, San Marino and the Vatican City, Belgium, Netherlands, England, Wales, Scotland, Northern Ireland, and the Republic of Ireland, Hungary, Romania, Czech Republic, Slovakia, Germany, Austria, Switzerland, Liechtenstein, Denmark, Faroe Islands, Greenland, Sweden, Finland, Iceland and Norway, Poland, Greece, Cyprus, Malta, Bulgaria, Albania, Bosnia-Herzegovina, Croatia, Kosovo, Macedonia, Montenegro, Serbia, Slovenia, Estonia, Latvia, Lithuania, Luxembourg and Turkey	[...]€

#### B.- JOINT COUNTRY PACKAGES (8 Packages)

Package n°	Authorised Territories it includes:	Consideration offered
B1	France, Monaco, and Andorra	[...]€
B2	England, Wales, Northern Ireland, Scotland and the Republic of Ireland	[...]€
B3	Czech Republic and Slovakia	[...]€
B4	Germany, Austria, Switzerland, Liechtenstein, Luxembourg.	[...]€
B5	Denmark, Faroe Is., Greenland, Iceland, Sweden, Norway	[...]€
B6	Estonia, Latvia and Lithuania	[...]€
B7	Albania, Bosnia-Herzegovina, Croatia, Kosovo, Macedonia, Montenegro, Serbia, Slovenia	[...]€
B8	Greece and Cyprus	[...]€

#### C.- STAND-ALONE COUNTRY PACKAGES (47 Packages)

Package n°	Authorised Territories it includes:	Consideration offered
C1	Portugal (including Azores and Madeira Islands)	[...]€



C2	Belgium	[...]€
C3	Netherlands	[...]€
C4	Switzerland	[...]€
C5	Poland	[...]€
C6	Hungary	[...]€
C7	Romania	[...]€
C8	Malta	[...]€
C9	Italy, Vatican City, San Marino	[...]€
C10	Bulgaria	[...]€
C11	Finland	[...]€
C12	Kosovo	[...]€
C13	Albania	[...]€
C14	Greece	[...]€
C15	Cyprus	[...]€
C16	Turkey	[...]€

#### 4.- ENTITY CONTACT DETAILS

*(Please consider that Joint Bids will require disclosure of all Bidders' notification addresses)*

Mr. /Ms. [...]

Role: [...]

Address: [...]

Telephone N°: (+...) [...]

Email Address: [...]

The Bidder hereby acknowledges and accepts all terms and conditions governing this Tender, including, but not limited to its annexes, the contents of its annexes, and the recitals above stipulated. Additionally, the Bidder declares that all the information detailed in this Letter is precise, adequate, updated and reflects the current situation of the Entity.

**Mr. / Ms. [FULL NAME]**

In representation of: **[COMPANY NAME]**

Date: [mm/dd/yyyy]

SIGNATURE:



## **ANNEX 3.- GENERAL TERMS AND CONDITIONS GOVERNING THE LICENSING CONTRACT TO BE ENTERED WITH THE FINAL OPERATOR(S)**

### **Term or Duration of the License Contract**

The License Contract governs the exploitation of Rights by a Final Operator and as such, it shall last until the end of the Match. As such, the License Contract between the RFEF and the Final Operator shall expire on June 30<sup>th</sup>, 2019.

### **Obligation to Exploit the Rights**

In application of Spanish Royal Decree-Law 5/2015, if one of the successful Final Operators does not exploit the awarded Rights, RFEF shall be entitled to terminate the contract and award it to another Bidder, without prejudice to the stipulations agreed. This clause shall be interpreted without prejudice to the right to sub-contract with third parties.

### **Freedom as to the selection of the means of communication**

Final Operators have the right to exploit their Rights using any means of communication (including but not limited to, Satellite and/or TDT) and/or channels (including but not limited to free and open broadcast and/or PPV).

Nevertheless, Final Operators must adhere to the specificities of their awarded package (see Annex 1). Under no circumstance will a Final Operator transmit or broadcast the Audiovisual Product in a manner that is contrary to any possible specification contained in its awarded Package.

### **RFEF Obligations**

Under the terms and conditions in the Licensing Contract that binds RFEF with a Final Operator, RFEF must comply with the following

- (i) To make the Rights previewed in Annex 1 available to the Final Operator;
- (ii) To ensure that all the Rights that were included in the Packages as listed in Annex 1 have been made available to the Final Operator, except for the cases in which the exceptions envisaged in this Tender applies, and, in any case, if RFEF has previously complied with its obligations in what regards the exceptions.
- (iii) To refrain itself from granting any rights that were described as “exclusive” to other Final Operators, except under the conditions expressed in Clause 3 of the Tender.
- (iv) To reasonably cooperate, in so far as possible, with its Final Operators against any third-party actions that may impede the Final Operator from exercising its awarded Rights in the Authorised Territory. RFEF nevertheless shall not be obliged to enter into own legal procedures to enforce Final Operator rights but to cooperate in any judicial action that the Final Operator may file against said third parties.

### **Final Operator Obligations**



- (i) To exploit the Rights with respect to the terms of the Tender, the License Contract, RFEF's regulations and instructions, UEFA and FIFA regulations, and the applicable international and legislative framework, including but not limited to laws, case-law, applicable organ decisions, and any other regulations that may be applicable.
- (ii) To use the Rights granted and refrain from being inactive in the exploitation of the Rights.
- (iii) To exploit the Rights in the terms and conditions convened in the Package, and therefore refrain from exploiting the Rights in any way that may be contrary or surpass the rights awarded in said Package.
- (iv) To broadcast solely in the jurisdictions forming the Authorised Territory.
- (v) To refrain from initiating any legal proceeding or action that may undermine the exercise of other Final Operator Rights in either: (a) other Authorised territories; (b) in the same Authorised Territory but in which no exclusivity has been granted to any of the Final Operators.
- (vi) To refrain from altering the Match Signal and/or the Audiovisual Product or that has been awarded to the Final Operator by RFEF, including the commission of any actions that may pose a threat, either actual or potential, to the adequate exploitation of the Rights and/or RFEF's reputation.
- (vii) To make available to RFEF immediately, and in no case, after May 20<sup>th</sup>, 2019 the list of sub-contractors that will also benefit from the awarded Exploitation Media Rights, including evidence regarding their programming for the 2019 Final, and their market share and audience level forecasts. To this extent, the Final Operator must also make available the above documents related to their own programming.
- (viii) To protect RFEF Audiovisual Product in any possible manner, including the initiation of legal proceedings against any third party that may harness or hinder said Audiovisual Product
- (ix) To inform in due manner RFEF of any litigation it enters regarding the Exploitation Media Rights as to enable RFEF to exercise its cooperation duties.
- (x) To reproduce or broadcast the Rights in accordance with the current state of the art. Final Operators will consequently be obliged to transmit the 2019 Final in accordance with the latest reproduction equipment as to ensure an HD quality reproduction of the Match.
- (xi) Using reasonable efforts to promote the values of Spanish football in the Authorised Territory.

**Specific Final Operator rights and obligations with regards to the specific Package Acquired.**

Final Operators will be bound by the following obligations and be entitled at the same time, to the following rights depending on the awarded Package:

A.- Global European Package

Final Operators that are awarded the Global European Package will enjoy the Rights and Obligations that are disclosed both in Annex 1 as well as in Section 2.1 of this Tender.



### B.- Joint Country Package

Final Operators that are awarded the Joint Country Package will enjoy the Rights and Obligations that are disclosed both in Annex 1 as well as in Section 2.2 of this Tender.

### C.- Stand-Alone Country Package

Final Operators that are awarded the Stand-Alone Country Package will enjoy the Rights and Obligations that are disclosed both in Annex 1 as well as in Section 2.3 of this Tender.

### **Advertising Opportunities for the Final Operator**

Final Operators may only exploit the advertising opportunities provided they:

- (i) Fall within the specifications of the awarded Package. No sponsoring or advertisement relations shall be made if these fall outside the scope of the awarded Package.
- (ii) No sponsorship or advertisement agreement must be formalised with entities that could pose a threat to RFEF's reputation, including, but not limited to: Companies' with dubious backgrounds (such as weak financials, convicted of bribery, piracy, and/or other offences), and/or companies participating in the manufacturing of weapons.
- (iii) Advertising and sponsorship agreements must comply with the domestic regulations of the Authorised Territory in question and the contents shall not, in any way, mislead consumers or infringe the applicable unfair competition act of the Authorised Territory in which the Final Operator is authorised to exploit the Rights.

Final Operators that enter into agreements with sponsors/advertisers that are not compliant with the above terms, and/or had not forwarded their doubts to the RFEF regarding a given Sponsor's compatibility, will be solely liable for any damage and/or costs produced regarding any claim, action, fine, sanction, and other consequential or indirect damages that may arise.

### **Limitations on Advertising Opportunities for the Final Operator**

#### General

The Final Operator are hereby informed, understand and accept that entities related to the information (news) sector may be enabled access to inform on the evolution of the Match. Final Operators agree that under no circumstances this exception will suppose a violation of its granted Rights.

Moreover, RFEF and/or the clubs are enabled to carry out activities, including, but not limited to half-time competitions engaging the fans in the stadium, promotional advertisements placed on the pitch during the beginning, half and end of the Match, among others, without it supposing a breach of the Exploitation Media Rights awarded to the Final Operator.

#### Regulation of virtual advertising through digital instruments

Lastly, and to what regards virtual advertising, understood as the placement of advertisements in digital instruments that enable for the reproduction of different advertisements during the football match and which are located at specific points within



the stadium (for instance, stand barriers, barriers around the football pitch, etc.), the Final Operator agrees that RFEF may exclusively use said digital instruments for advertising purposes. As such, the Final Operator hereby agrees not to modify the content displayed in the digital instrument, except in case that the advertisement is contrary to the legal applicable provisions of the Authorised Territory of the Final Operator (for instance, if the advertisement placed in the digital instrument regards tobacco and tobacco advertising is strictly banned in the Authorised Territory). In this case, the Final Operator must notify without undue delay and in any case, in no longer than forty-eight (48) hours since the moment in which RFEF disclosed the list of sponsors that will be placed in the digital instruments. The Final Operator hereby agrees to hold RFEF harmless for any liability arising from the Final Operator's failure to notify the RFEF of the incompatibility of the domestic law of the Authorised Territory with the virtual advertisements that are placed in the digital instruments, including but not limited to: damages, sanctions, fines, consequential and/or indirect damages.

### **Branding and Marking of the 2019 Copa de S.M. El Rey Final**

In order to communicate a uniform, coherent and unique brand that enables football fans around Europe to associate and recognise the image of the 2019 Copa de S.M. El Rey Final, the Final Operator, will be required to transmit its headers, graphics, and bumpers to RFEF prior to its use, and said use and design must be previously approved by RFEF.

Moreover, in order to promote the transmission of the Match, the Final Operator shall be granted, on a non-exclusive basis with the right and obligation to use

- (i) RFEF's name, as well as the name of the 2019 Copa de S.M. El Rey;
- (ii) Both RFEF's and the Copa de S.M. El Rey logos;
- (iii) The bumper preceding each of the repetitions of the Match, which shall be provided by RFEF.

A Final Operator shall be authorised by RFEF to use the trademarks and logos of RFEF and the Clubs only as part of that Final Operator's promotional and marketing activities in respect of its broadcast of the Competition. The Final Operator may use the distinctive signs of the Final and/or RFEF to be used by the Final Operator that have been either (i) provided by the RFEF or; (ii) expressly approved by the RFEF prior to its disclosure and/or publication. Final Operators are hereby informed that signs that are not compliant with the above will not be allowed.

The Final Operator may however personalise the production delivered by RFEF according to its preferences through the use of voice-overs, comments and appearance of its voice-over artists, narrators and commentators. The Final Operator nevertheless understands that any rights regarding to the intellectual property of such said personalization shall be regulated in accordance with the Intellectual Property Clause that governs the Tender. Additionally, the Final Operator will under no circumstances be able to personalize the game image of the Final beyond what is indicated in this paragraph and excluding the ability to add contents and images that have been recorded unilaterally without previously agreeing such with RFEF.

Without prejudice of the above, the Final Operator agrees with respect of the presence of the marks and brands in the broadcasting of the Match:



- (i) To include the Competition logo in the top-left hand corner next to the team result;
- (ii) To include the Competition logo in all graphics and statistics that are disclosed during the Match;
- (iii) To use all materials granted by RFEF following their instructions.
- (iv) To refrain from initiating any legal action or judicial proceedings regarding the ownership or the exclusivity of the material granted by RFEF. To this extent, the Final Operator acknowledges that all marks, logos and material that have been given by RFEF shall remain the exclusive property of RFEF in the terms and conditions expressed in the Intellectual Property Clause.
- (v) To refrain from using the materials granted by RFEF for any other use that surpasses the scope of this Agreement and of the Tender, including commercialisation of the Final Operator's own products and services, even in cases in which the Final Operator believes could offer substantial benefits to RFEF.

### **Production, Signal and Presentation of the Final**

Audiovisual production regarding the Final will be carried exclusively by RFEF and/or any provider that has been duly appointed by RFEF. As such, RFEF shall use its own technical and human resources and guarantees that the quality of the production is aligned with international quality standards.

Under Spanish Intellectual Property Law, the RFEF has the statute of a Producer, since it is a legal entity that has initiative and assumes responsibility for audiovisual recordings. As such, RFEF will be responsible for making all the technical and necessary arrangement for the correct delivery of the Match Signal at the broadcasting point. Final Operators and/or Sub-contractors willing to receive RFEF's signal must pay a fixed amount of twelve-hundred (€1,200.00) EURO per Territory apart from the total consideration offered, for the technical costs of every Joint Country and/or Stand-Alone Country Package. On the other hand, if any Final Operator is awarded with the Global European Package, a payment amount to a fixed amount of fifty-thousand (50,000.00€) EURO apart from the total consideration offered shall be paid for the technical costs. The amounts indicated correspond to the costs of providing access to the signal on the satellite and will be paid to whoever provides this connection. These costs are independent from the Tender offer and shall not be compensated, in any way, with the final price paid for the awarding of the Package.

RFEF hereby guarantees to comply with the minimums regarding camera positions, sound production standards and slow-motion requirements that are indicated below. Please be informed that this list is indicative, and if it is not possible to communicate with a camera, RFEF will replace it with another camera angle.

RFEF hereby guarantees to implement all necessary technical measures as to guarantee the transmission of a Match signal amounting to the highest-quality standards available in the market.

### **Sub-Contracting**

RFEF authorises Final Operators to sub-contract the exploitation of Rights with other third parties. The sub-licensing contract agreement must be formalised in writing. This



agreement between the Final Operator and its Sub-contractors must reflect the same terms and conditions that the License Contract imposes on the Final Operator. The decision to sub-contract will further entail that, upon RFEF notification, the Final Operator must provide the RFEF with its sub-contractors' documentation regarding, among others, their planned programming, audience levels and market share forecasts. This documentation will be exhaustively analysed by RFEF, whom may decide on whether to impose additional measures to be included in the sub-contracting agreement, as well as whether to allow or not the subcontracting.

Additionally, sub-contracting with a third party entails express acceptance of joint and several liability by the Final Operator. To this extent, the Final Operator will be jointly and severally liable for any act/omission, that is produced and attributable to its sub-contractors that contravene the terms and conditions of the present Tender. Liability of the Final Operator and its sub-contractors shall be understood as without limit and applicable to all damages and losses that could be produced, including loss of profit, of opportunity, consequential damages (including lawyer fees), indirect damages, fines and/or sanctions.

The Final Operator additionally represents and warrants that all sub-contractors it has entered a sub-license contract with, comply with the main eligibility criteria expressed in Clause 5.

Lastly, RFEF informs both Final Operators and Sub-contractors that its right to terminate the exploitation of Right for inactivity, in accordance with Royal Decree-Law 5/2015 is extended and shall also apply to sub-contractors. As such, the RFEF is hereby empowered to terminate the sub-license Contract with those Sub-contractors that are inactive in the exploitation of the Rights that were awarded to the Final Operator. Sub-contractors hereby agree and will be informed that RFEF will not be held liable for any loss and/or damages produced arising from its decision.

#### **Assignment of the Rights entered by the Parties in the Licensing Contract**

The Final Operator cannot assign, in any way, the Rights awarded by virtue of this Tender to any interested third party.

In accordance with Royal Decree-Law 5/2015, the Rights to exploit the 2019 Copa de S.M. El Rey Final belong exclusively to the RFEF and may not be assigned to any party. Nevertheless, the Final Operator understands and accepts that, shall these legal provisions suffer any modification, RFEF may assign the its rights and obligations in the License Contract to the competent body that shall be responsible for the exploitation of the Rights in Spain. In this case, RFEF's only obligation shall vest in notifying the Final Operators of the change. After said requirement is fulfilled, all rights and obligations in the Licensing Contract will vest in the new competent authority and as such, RFEF shall not be hold responsible in any way for any infringement of the terms and conditions of the present Tender.

#### **Cooperation in RFEF's Prevention of Football Fraud Objectives**

Football fraud is an offence that affects us all, and that produces terrible consequences for all the parties involved in the promotion of the sport. RFEF understands and accepts the impossibility of ensuring absolute protection against fraud. In views of this, the Final Operator and its Sub-contractors, hereby represent and warrant to implement adequate

technical and organisational security measures to prevent any kind of practice that is related to footballing fraud. Such measures may include, among others, encrypting the transmissions and/or blocking the transmission of the Signal to territories that do not fall under the scope of the Authorised Territory. For the adequate implementation of these security measures, the Final Operator shall consider the current state of the art and conduct a risk analysis to identify weaknesses and implement mitigation actions.

RFEF is also aware that unintentional accidents fostering the leakage of the Audiovisual Content may take place. To this extent, the Final Operator guarantees to immediately adopt all measures necessary to mitigate the damages caused by said incidents as well as immediately inform RFEF of the incident.

Moreover, there are some restrictions that Final Operators must comply with. As such, Final Operators shall refrain from committing any of the following prohibitions:

- (i) To fail to restrict geographical access solely to the viewers within the Authorised Territories of any platform.
- (ii) To take place, collaborate, cooperate, promote or encourage any practices that may/may have the potential of producing football fraud.
- (iii) To fail to comply with any instruction and/or recommendation by RFEF, the clubs, RFEF's Advisors and/or any professional third-parties assisting them in security matters, regarding how to improve/mitigate the security measures of their transmission.

*Specific objectives in relation to the Exploitation Media Channels selected for the Audiovisual Right exploitation*

Under the terms of this Tender, Final Operators have freedom in what regards the broadcasting of the Match through the different Exploitation Media Channels. As such, Final Operators may, under their own interest, exploit the Match in the European Media Channels that best suits its interests. Irrespective of their selection, Final Operators hereby guarantee that:

- (i) Free broadcast within Spanish-speaking areas in Andorra, Portugal and/or Gibraltar is strictly forbidden.
- (ii) Unprotected Internet broadcasting, through any of the platforms, including those contained in the Terminology of this Tender, shall be forbidden. To this extent, this Tender considers a transmission to be “**unprotected**” when the signal lacks sufficient technical measures and as such, the Final Operator does not impede the broadcasting of the signal outside the Authorised Territory.
- (iii) Satellite broadcasting within the Spanish territory area, this meaning, either directly broadcasting within Spanish territory and/or within a satellite footprint that covers a Spanish territory, shall also be forbidden.

RFEF will not be liable, under any circumstances, related to the loss of opportunity and/or business, as well as the consequential and indirect losses that the Final Operator may suffer from third-party fraudulent practices.

**Grounds for Termination**



RFEF shall have the right to terminate the License Contract upon written notice sent to the Final Operator for any breach affecting Clauses 6 and 14 of the Tender as well as any of the terms and conditions set forth in the Licensing Agreement. Additionally, and in strict application of Royal Decree-Law 5/2015, RFEF has also the right to terminate the License Contract and/or the sub-licensing Contract for inactive behaviour by either the Final Operator and/or the Sub-contractor. Passive behaviour should be interpreted as omission to exercise the rights and lack of intention to use the Rights that were awarded and/or sub-licensed.

RFEF may also terminate the License Contract shall the Final Operator enter into insolvency proceedings or should it discover that the Final Operator breached any of the representations and warranties expressed in both the Tender and the License Contract provisions. This provision will also apply in cases where the Final Operator fails to secure its systems from unauthorised intrusions and/or breaches its compromise to tackle and prevent football fraud.

Shall the RFEF terminate the Licensing Contract, the Final Operator shall: (i) pay the total amount regarding the offer posed in the Tender procedure; and (ii) redress the RFEF with any applicable remedy the RFEF may seek convenient, including, but not limited to: direct, indirect and consequential damages, and loss of opportunity. Additionally, the Final Operator hereby agrees to not challenge any request for injunctive relief that the RFEF could seek to protect its Audiovisual contents.

### **Liability**

When acting as a Final Operator, the party that has been awarded with the rights understands and accepts that any action taken will be interpreted as having been taken under its own responsibility. As such, RFEF will understand that, prior to the entry of the Final Operator as a Bidder in this Tender, it has exhaustively examined the terms and conditions of the present Tender and duly contrasted them with any limitations and prohibitions that could result of application in the Authorised Territory in which the Final Operator wishes to exploit the Rights. Consequently, nor RFEF, the Clubs involved, and/or the Advisors to this Tender will be liable and therefore will be held harmless for (i) any act performed by the Final Operators; (ii) any infringement by the Final Operator of the laws and regulations of the Authorised Territories in which it exploits the Rights that may be caused by legal incompatibilities between the terms and conditions of this Tender and said national regulations; (iii) any third-party claims, judicial proceedings, and/or any kind of legal action, on any grounds related to the Tender, including, but not limited to claims for damages, that were related to the Final Operator's exploitation of the Rights.



#### ANNEX 4.- ORGANISATIONAL CALENDAR REGARDING SUBSTANTIAL DEADLINES OF THE TENDER

Event	Date
Opening of the Tender	Since the publication of the Tender on RFEFs website on the 8 <sup>th</sup> of May 2019 (Madrid Time Zone)
Clarifications on the Tender conditions	Until the 9 <sup>th</sup> May at 18:00pm (Madrid Time zone). RFEFs response is expected until the 10 <sup>th</sup> May 2019 at 18:00pm (Madrid Time Zone)
Deadline for the reception of offers, and Evaluation of Bids	Until 13 <sup>th</sup> May at 13:00pm (Madrid Time zone). In case there are no requests for amendments, the evaluation will proceed at 13:00pm on the 13 <sup>th</sup> May 2019 (Madrid Time zone).
Period of Amendments	Immediately after the Opening of the Bids. A period of 3 hours will be granted to all Bidders wishing to refer their queries to the RFEF.
Evaluation of Offers	On the 13 <sup>th</sup> May 2019, from 16:00pm and in any case, respecting the deadline for amendments if necessary.
Date of signature	Until the 16 <sup>th</sup> May, 2019
Date of publication of the list of Final Operators	Until the 24 <sup>th</sup> May, 2019

RFEF  
COPA DEL REY  
CAMPEONATO DE ESPAÑA COPA DE S.M. EL REY