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# INVITATION TO TENDER FOR INTERNATIONAL MEDIA RIGHTS

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**Sport Seasons:** 2018/2019, 2019/2020, 2020/2021

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**Date of issue:** 7 August, 2017

**Deadline for submission of Bids:** 5:00 p.m. CET, 15 September, 2017

*This document contains an English courtesy translation of the Invitation to Tender issued by the Lega Nazionale Professionisti Serie A. The Italian text remains the primary text of the Invitation to Tender. Should any discrepancy arise, it shall be resolved referring solely to the Italian text.*





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## DEFINITIONS

In this Invitation to Tender, the following terms and expressions shall have the following meanings (words importing the singular also include the plural and vice-versa where the context requires):

<b>“Archive Footage”</b>	means the footage of a Match after midnight of the eighth day from the day in which such Match has been played. The right to transmit, communicate and make available such Archive Footage is reserved by the Clubs and excluded from the Rights under this ITT;
<b>“Audiovisual Products”</b>	means the editorial products concerning the Matches of the Serie A Championship, Coppa Italia and Supercoppa Italiana, included the contents provided under Appendix 4 point 3, created and distributed by Lega Calcio Serie A to the Licensees, comprised of the images of Matches, certain other audiovisual content from Matches and the hymn/signature tune of Lega as well as the graphics of the same, including the logos of Lega Calcio Serie A and its sponsors. Lega reserves the right to modify the Audiovisual Products’ editorial content for the purpose of being exploited more effectively;
<b>“Audiovisual Rights”</b>	means the rights to broadcast, communicate and make available to the public the Audiovisual Products until midnight of the eighth day following the conclusion of each Match;
<b>“Betting Package”</b>	means the Package of Rights as set out in Clause 2.5 of this ITT;
<b>“Bid”</b>	means the offer (including a Joint Bid) presented by a Bidder for a specific Package, submitted to Lega by way of the Bid Letter, together with the supporting information and documentation requested by this ITT. Any submitted Bid is binding and irrevocable until 15 January 2018 or, if subsequent, until the deadline set forth in Clause 5.1 without prejudice, in any case, to Clause 4.7, last paragraph;
<b>“Bid Letter”</b>	means the pro-forma document set out in Appendix 3 requesting specific information in respect of a Bidder and which must be completed as part of a Bid;
<b>“Bidder”</b>	means a person, an organisation or (in the case of a Joint Bid) a Consortium that submits a Bid(s) for Package(s). Bidders can be either Broadcaster(s) or Intermediary(ies) of whatever nationality;
<b>“Broadcaster”</b>	means a party that is authorised to transmit and distribute audiovisual content using one or more Platforms;
<b>“CET”</b>	means Central European Time as it applies in Italy, including any adjustments made for daylight savings which shall be used in order to determine the time to be applied in the various circumstances;
<b>“Competition(s)”</b>	means the Serie A Championship, the Coppa Italia and the Supercoppa Italiana;
<b>“Clips”</b>	means clips of certain incidents occurring during a Match, such as goals, penalties, red card offences and selected shots on goal, each such clip having a maximum duration of 30 (thirty) seconds;

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<b>“Club”</b>	means each sport organisation taking part in the Serie A Championship, Coppa Italia or Supercoppa Italiana (as the case may be) in each Football Season;
<b>“Consortium”</b>	means any two or more Broadcaster(s) or Intermediary(ies), that make a Joint Bid;
<b>“Continent”</b>	means each geographic area set out in Part B of Appendix 1 and labelled accordingly;
<b>“Coppa Italia”</b>	means the knock-out cup competition organised in each Season, as described in Clause 1.4;
<b>“Coppa Italia Package(s)”</b>	means the Package(s) of Rights as set out in Clause 2.4 of this ITT;
<b>“Correlated Images”</b>	means the images recorded inside the stadium and in the respective reserved areas before and after the Match, including the recorded images of the sports events and of the interviews outside the competition area, in the pressroom, in the locker rooms, in the gateway areas from the locker rooms to the pitch, as well as the interviews to fans and the images of the stands recorded also during the Match;
<b>“Country”</b>	means each country or group of countries listed in Part C of Appendix 1 and labelled accordingly;
<b>“Decree”</b>	means the Italian decree governing the centralised sales of sport rights, i.e. legislative decree of 9 January 2008, no. 9, which enforces Italian law no. 106 of 19 July 2007;
<b>“Digital Terrestrial Platform”</b>	means the broadcast of audiovisual images destined for reception on television sets by means of digital terrestrial frequencies in DVB-T standard and its specific evolutions, such as DVB-T2 standard;
<b>“Edited Highlights”</b>	means the set of basic (rough-cut edit) Highlights of Serie A Championship Matches produced by Lega Calcio Serie A or by its appointed production services provider, comprised, as detailed in Appendix 4, footages of each Match and supplied with English commentary;
<b>“Football Season” or “Season”</b>	means the period running, in accordance with the applicable sports regulations, from 1 July until 30 June of the following calendar year;
<b>“Free Broadcast”</b>	means an unencrypted system of communication to the public of any content that is accessible by all viewers free of charge;
<b>“Global Territory”</b>	means all countries and territories of the world, specifically excluding the Italian Territory, as set out in Part A of Appendix 1 and labelled accordingly;
<b>“Group”</b>	means the group of companies falling, directly or indirectly, under control of the same company pursuant to Article 2359, paragraph 1, of the Italian Civil Code;
<b>“Guidelines”</b>	means the guidelines for the centralised sale of audiovisual rights by Lega Calcio Serie A, as approved by the Italian Communications Authority (AGCOM) with its resolution no. 215/17/CONS of 18 May 2017 and by the Italian Competition Authority (AGCM) with its resolution of 17 May 2017 and published on the Lega Calcio Serie A’s website;
<b>“Highlights”</b>	means footage of a Match’s most significant passages of play, up to a maximum length of 4 minutes, including freeze-frames, slow-motion frames, instant replays and any other permissible frames or animated Match action processing that the Licensee may use within the limits and conditions of this ITT;
<b>“Intermediary”</b>	means any organisation which carries out intermediation activity in the international sports’ audiovisual rights market;

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<b>“Interviews”</b>	means the interviews of football players, coaches and company directors of the Clubs, to be made in accordance with the provisions of the Media Production Regulations;
<b>“Internet Platform”</b>	means the system for the transmission of audiovisual images through the public internet (open IP net) for the reception of the same on personal computers, tablets, smartphones and smart TV, without the need for equipment or receiving software other than those generally available and technologically established;
<b>“In-Flight and In-Ship Package”</b>	means the Package of Rights as set out in Clause 2.7 of this ITT;
<b>“IPTV Platform”</b>	means the system for the transmission of audiovisual images through broadband connection on closed IP networks, for the reception of the same on television sets appropriate to the reception thereof, through set-top boxes or decoders connected with the distribution system managed by the Broadcaster (usually, but not necessarily, based on a subscription model);
<b>“Italian Communities Package”</b>	means the package of Rights as set out in Clause 2.6 of this ITT;
<b>“Italian Territory”</b>	means the territory including Italy, San Marino Republic and the Vatican City, and includes Italian-registered ships, planes, trains and Italian military bases located outside of these areas;
<b>“ITT”</b>	means this Invitation to Tender;
<b>“Joint Bid”</b>	means a Bid submitted by a Consortium;
<b>“Lega Calcio Serie A” or “Lega”</b>	means the Lega Nazionale Professionisti Serie A, a private association established under Italian law, whose principal place of business is at Via Rosellini 4, 20124 Milano, Italy;
<b>“Lega Calcio Serie A’s Assembly”</b>	means the assembly of the Lega Calcio Serie A, as convened and governed pursuant to the Lega Calcio Serie A’s Statutes and Regulations;
<b>“Licensee”</b>	means any Bidder, either Broadcaster, Intermediary or Consortium, whose Bid is accepted by Lega Calcio Serie A in reply to this ITT after the opening round of the sales process or following the private negotiations;
<b>“License Agreement”</b>	means the agreement governing the terms and conditions of the time-limited license that the awarded Bidder(s) enters into with Lega Calcio Serie A in respect of the applicable Package(s) contained in this ITT, as specified in Clause 6.1 of this ITT;
<b>“Licensed Territory”</b>	means the Country(ies) and/or the Continent(s) and/or the Global Territory, in which the Licensee is entitled to exploit the Rights included in its awarded Package;
<b>“Match”</b>	means any match of the Competitions;
<b>“Match Day”</b>	means a day on which a Match takes place, regardless of the number of Matches being played on that day. For example, if a particular Round includes one Match on a Friday evening (pursuant to Clause 3.4, letter a), point (ii)), three Saturday Matches, five Sunday Matches and one Match on a Monday evening that Round will be comprised of four Match Days;



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<b>“Media Production Regulations”</b>	means the regulations approved by Lega Calcio Serie A and published on its official website, as possibly modified or interpreted differently Football Season by Football Season by Lega Calcio Serie A, which govern the rules and procedures of the audiovisual production of Matches, Interviews and access to the Signal and to relevant sports stadia and any other productive, organisational and technical matters related to the Competitions and the ITT;
<b>“Mobile Platform”</b>	means the system for the transmission of audiovisual images in unicast (PtoP) modality through GSM, GPRS/EDGE, UMTS/HSDPA, LTE standards and their specific evolutions, for the reception of the same on devices connected with mobile communication networks;
<b>“Official Thematic Channel”</b>	means a Club’s channel constituted by a totality of original audiovisual programs lasting no less than eight hours weekly and distributed over any Platform, prepared by a content supplier under the same editorial brand and mainly referencing the sports and company activity of the Club;
<b>“OTT (Over The Top)”</b>	means a broadcast modality by which audio-visual content is delivered by way of the public internet (open IP network) on demand, including by means of Pay Broadcast, without requiring viewers to subscribe to a cable or satellite subscription service, the operator of which would traditionally control the distribution of the content;
<b>“Package(s)”</b>	means, in respect of each Territory listed in Appendix 1 and 2, the Serie A Package, the Pick Package, the Coppa Italia Package, the Betting Package, the Italian Communities Package and the In-Flight and In-Ship Package;
<b>“Pay Broadcast”</b>	means a communication to the public that permits conditional access by a viewer to any content upon payment of a particular sum, even upon individual demand (such as, by way of example, pay television, pay-per view and video-on-demand systems);
<b>“Pick Package(s)”</b>	means the package(s) of Rights as set out in Clause 2.3 of this ITT;
<b>“Pick”</b>	means the right(s) which may be granted to Licensee of the Serie A Package as further detailed in Clause 2.3;
<b>“Platform”</b>	means any media system needed for the broadcasting, the transmission and the reception of contents in any territory other than the Italian Territory;
<b>“Preview Magazine”</b>	means, in respect of each Round of the Serie A Championship, the preview programme of a duration between 26 and 30 minutes produced by or on behalf of the Lega Calcio Serie A. Lega Calcio Serie A will also produce a Preview Magazine of Coppa Italia and Supercoppa Italiana Matches as detailed in Appendix 4, point 3;
<b>“Rights”</b>	means the Audiovisual Rights and/or any other rights on offer that constitute the various Packages, as strictly detailed in the following Clause 2;
<b>“Round”</b>	means (i) a round of Matches of the Serie A Championship, which will be identified as such in the calendar list published by Lega Calcio Serie A prior to the start of a Football Season; or (ii) any round of the Coppa Italia which includes all Matches played during one or more days, according to the calendar issued by Lega Calcio Serie A;
<b>“Satellite Platform”</b>	means the broadcast of audiovisual images destined for reception on television sets by means of satellite “direct-to-home” in DVB-S standard (and its specific evolutions, such as DVB-S2);



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<b>“Serie A Championship”</b>	means the Serie A league competition, the top division of professional football in Italy, as described in Clause 1.3;
<b>“Serie A Package(s)”</b>	means the Package(s) of Rights as set out in Clause 2.2 of this ITT;
<b>“Signal”</b>	means the international audiovisual signal containing the images and sound captured by cameras filming the Matches;
<b>“Slot”</b>	means the time slot predetermined by Lega Calcio Serie A in which one or more Matches may start;
<b>“Sub-licensee”</b>	means any person or organisation to whom the Licensee grants its Rights, in whole or in part, through Sub-license Agreements, within the limits and in strict compliance with this ITT, the License Agreement, and any applicable domestic, EU or international regulations;
<b>“Sub-license Agreement”</b>	means an agreement between Licensee and Sub-licensee which is subject to the terms and conditions laid down by the License Agreement and to the terms and condition imposed by Lega Calcio Serie A on the Licensee in compliance with this ITT;
<b>“Supercoppa Italiana”</b>	means the Supercoppa Italiana, or its different appellation, for the Seasons 2018/2019, 2019/2020 and 2020/2021 as described in Clause 1.4;
<b>“Term”</b>	means the duration of the License Agreement, which runs from 1 July 2018 to 30 June 2021;
<b>“Territory”</b>	means the Country(ies) and/or the Continent(s) or the Global territory, other than the Italian Territory, in relation to which a Bid may be submitted by a Bidder;
<b>“Virtual Advertising”</b>	means advertising (i.e. insertions of brands, logos, company names, slogans, 3D animations etc. for commercial purposes) digitally inserted in the Signal, which is intended to give the impression to end users that such advertising is placed physically in a stadium.



# 1 INTRODUCTION

## 1.1 Recitals

In accordance with Italian Legislative Decree no. 9 of 9 January, 2008, Lega Nazionale Professionisti Serie A ("Lega Calcio Serie A") issues this ITT regarding the licensing of Audiovisual Products in territories other than Italy, San Marino and the Vatican City in respect of the Serie A Championship, Coppa Italia and Supercoppa Italiana during the Seasons 2018/2019, 2019/2020 and 2020/2021. This ITT is issued in compliance with the Guidelines, where applicable to the commercialisation of the Audiovisual Rights for the international territory and is approved by the Italian Communications Authority (AGCOM) under its resolution nr. 215/17/CONS of 18 May 2017 and by the Italian Competition Authority (AGCM) under its resolution of 17 May 2017.

For the centralised sale and tender process, Lega Calcio Serie A is assisted by Infront Italy S.p.A. (a subsidiary of the Infront Group) as its advisor.

Interested parties are invited to submit their offers for the acquisition of one or more of the Packages described in this ITT in accordance with the procedures and terms laid out herein. The deadline by which Bids must be submitted is set at 5:00 p.m. C.E.T., 15 September 2017.

Lega Calcio Serie A reserves the right to postpone the above mentioned deadline by publishing an announcement on its official website no later than 72 hours prior to the lapse of the above mentioned deadline.

## 1.2 Lega Nazionale Professionisti Serie A

Lega Calcio Serie A is a private association grouping together Clubs affiliated with the Federazione Italiana Gioco Calcio ("FIGC") and participating in the Serie A Championship. Lega Calcio Serie A enjoys organisational and administrative autonomy and it organises, upon FIGC's delegation and within the framework and format prescribed by the latter, the following competitions, attended by a number of Clubs in compliance with formalities and conditions provided for by comprehensive regulations: Serie A Championship, Coppa Italia, Supercoppa Italiana, Campionato Primavera 1, Coppa Italia Primavera, Supercoppa Primavera. With reference to these competitions, Lega Calcio Serie A decides the schedules, dates and time.



### 1.3 The Serie A Championship

The Serie A Championship is the premier football division in Italy and is one of the world's elite football leagues. At present, the Serie A Championship consists of 20 Clubs playing a total of 380 Matches between them each Season, usually running from August until May the following year, without prejudice to any changes decided by the competent bodies. At present, the bottom three Clubs at the conclusion of a Serie A Season are relegated to Serie B, the second division of Italian professional football, with the three top Clubs of Serie B being promoted from that division and admitted to play the Serie A Championship.

Each Round of the Serie A Championship is, in principle, played on a Saturday, Sunday and Monday or, in certain limited circumstances, on the other Match Days listed herein.

The Slots for Matches of the Football Seasons 2018/2019, 2019/2020 and 2020/2021 generally are as follows:

- a) Saturday at 3:00 p.m. C.E.T.,
- b) Saturday at 6:00 p.m. C.E.T.,
- c) Saturday at 8:30 p.m. C.E.T.,
- d) Sunday at 12:30 p.m. C.E.T.,
- e) Sunday at 3:00 p.m. C.E.T.,
- f) Sunday at 6:00 p.m. C.E.T.,
- g) Sunday at 8:30 p.m. C.E.T.,
- h) Monday at 8:30 p.m. C.E.T.

In such context, the Matches are allocated per Slot as follows:

	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thurs</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>
<b>12.30 p.m.</b>							1 Match
<b>3.00 p.m.</b>						1 Match	3 Matches
<b>6.00 p.m.</b>						1 Match	1 Match
<b>8.30 p.m.</b>	1 Match					1 Match	1 Match

Lega Calcio Serie A has the right to schedule mid-week Rounds for all Matches of a Round provided the dates do not overlap with European Club competitions or with commitments of the Italian national team.

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In such context, the Matches are allocated per Slot as follows:

	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thurs</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
<b>12.30 p.m.</b>							
<b>3.00 p.m.</b>							
<b>7.00 p.m.</b>		(1 Match)*	1 Match	(1 Match)*			
<b>9.00 p.m.</b>		1 Match	6 Matches	1 Match			

\* One Match can be scheduled alternatively on Tuesday or on Thursday at 7:00 p.m.

With reference to each Season's Rounds to be played in August and June, Lega Calcio Serie A may adopt, providing notice on its official website, four Slots intended to be played in accordance with the following playing schedule:

- a) Saturday at 6:00 p.m. C.E.T.,
- b) Saturday at 8:30 p.m. C.E.T.,
- c) Sunday at 6:00 p.m. C.E.T.,
- d) Sunday at 8:30 p.m. C.E.T.

	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thurs</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
<b>6.00 p.m.</b>						1st Slot	3rd Slot
<b>8.30 p.m.</b>						2nd Slot	4th Slot

In principle, all Matches of the final Round of each Football Season are expected to be played at the same time (8:30 p.m. C.E.T.) on Sunday.



## 1.4 The Coppa Italia and Supercoppa Italiana

The Coppa Italia and Supercoppa Italiana are organised by Lega Calcio Serie A. Currently, and without prejudice to any changes decided by Lega Calcio Serie A's competent bodies, the Clubs that participate in the Coppa Italia come from different championships including, traditionally, Clubs from different leagues: 78 clubs of which 20 are from the Serie A Championship, 22 from the Serie B Championship, 27 from the Sole Division Championship of Lega Italiana Calcio Professionistico and 9 from the Serie D of the Lega Nazionale Dilettanti.

Clubs from the various leagues compete in subsequent phases of the Coppa Italia. The first qualifying Rounds are reserved for Clubs from lower competitions. Eight clubs, being the "seeded players" (Italian clubs which are engaged in the UEFA Champions League or UEFA Europa League and the better placed clubs in the Serie A Championship ranking of the preceding season) enter into the competition starting only from the round of sixteen.

Currently, the Coppa Italia is structured as a knockout competition where each head-to-head fixture is played in a single round, with the sole exception of the semi-finals which are played in home and away matches. In principle, the final will be played at the 'Stadio Olimpico' in Rome as a neutral ground.

Coppa Italia matches take place from July/August to May/June of each Football Season. They are scheduled to be played on dates which differ from the dates during which the Serie A, the Serie B and the national team's matches take place. During the Serie A and Serie B championships, the Coppa Italia's events are carried out in midweek rounds with the possibility to spread the matches of the same Round across different dates. In principle, the final match is scheduled to be played on a Saturday or Sunday, should the Football Season's international calendar so permit.

The Regulation governing the Coppa Italia for the Football Seasons 2018/2019, 2019/2020 and 2020/2021 will be published by official notice available on Lega Calcio Serie A's website.

Without prejudice to changes that may possibly be decided by Lega Calcio Serie A's competent bodies, the current structure of Coppa Italia can be summarised in more detail as follows with the current various rounds of the First Qualifying Stage (from the first to the third Round included) and of the Second Stage (from the fourth Round to the final) shown separately:

<b>STAGE</b>	<b>Round</b>	<b>Teams</b>	<b>Matches</b>
<b>First Qualifying Stage</b>	1st knockout Round	36 (27 Lega Pro Sole Division, 9 Serie D)	18 (knockout)
	2nd knockout Round	40 (18 winners of 1° Round + 22 Serie B)	20 (knockout)
	3rd knockout Round	32 (20 winners 2° Round + 12 Serie A non-"seeded players")	16 (knockout)

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<b>STAGE</b>	<b>Round</b>	<b>Teams</b>	<b>Matches</b>
<b>Second Stage</b>	4th knockout Round	16 ( winners 3° Round )	8 (knockout)
	Round of sixteen	16 (8 winners 4° Round + 8 Serie A "seeded players")	8 (knockout)
	Quarter-finals	8 (winners round of sixteen)	4 (knockout)
	Semi-finals	4 (winners Quarter-finals)	2 (home) + 2 (away)
	Final	2 ( winners Semi-finals)	1 (single Match)

In principle, the Supercoppa Italiana represents the opening event of the Football Season. It is a single match, usually played at the 'Stadio Olimpico' in Rome, unless otherwise decided, between the winner of the Serie A Championship and the winner of the Coppa Italia. The date of the match may be changed taking into account particular circumstances, for example, the choice to organize the match in a foreign country.



## 1.5 The Centralised Sale of the Rights

The centralised sale of the Rights made pursuant to this ITT, established by virtue of Italian Legislative Decree nr. 9 of 9 January 2008, concerns a valuable product which can be comprehensively promoted and widely broadcast to football supporters throughout the world, including in those international territories with a strong presence of Italian citizens.

The sales process is designed to be conducted in a manner that guarantees impartiality and transparency towards parties who are active on the international market, including parties active in single countries, interested in the acquisition of the audiovisual rights of the Serie A Championship, Coppa Italia and Supercoppa Italiana. The centralised sale and distribution process fosters media exposure, exceptional programming standards and a balanced representation of matches and teams aimed at ensuring that Italian football is internationally desirable, successful and vibrant. Lega Calcio Serie A's primary goal in the sale of the audiovisual rights, with respect to the Serie A Championship, Coppa Italia and Supercoppa Italiana, is the realisation of Italian football's potential in order to ensure its visibility in the international market.

## 1.6 Requests for Clarification

Any questions or requests for clarification regarding the requirements and conditions of participation in this tender process should be sent to Lega Calcio Serie A, with copy to Infront, by e-mail at any time but no later than 5:00 p.m. C.E.T., 25 August 2017. Any such requests and their relevant replies may be published, without specifying the name of the petitioner, on Lega Calcio Serie A's official website so as to be known by any other parties that may be interested in participating in the tender process. Requests must be sent to each of the following addresses:

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**Lega Nazionale  
Professionisti Serie A**

Mr Marco Brunelli  
General Manager  
Via Ippolito Rosellini n. 4  
20124 Milan  
PEC:  
legaseriea@legalmail.it

And

**Infront Italy S.p.A.  
Advisor LNPA**

Mr Luigi De Siervo  
Managing Director  
Via Deruta n. 20  
20132 Milan  
PEC:  
presidenzainfrontitaly@legalmail.it

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## **2 THE PACKAGES**

### **2.1 List of Packages**

Lega Calcio Serie A invites to submit Bids for one or more of the following Packages to be awarded in respect of three Football Seasons, commencing with the 2018/19 Football Season:

- 40 x Serie A Packages (1 Global, 5 Continental, 34 Countries potentially available);
- 2 x Pick Packages (only in association with the Serie A Package);
- 40 x Coppa Italia Packages (1 Global, 5 Continental, 34 Countries potentially available);
- 1 x Betting Package (1 available);
- 1 x Italian Communities Package (1 available); and
- 1 x In-Flight and In-Ship Package (1 available).

Appendix 3 contains the detailed list of all 85 Packages.

### **2.2 Serie A Package**

Subject to Clause 3.1 herein, the Serie A Package will be comprised of the following Rights related to the Serie A Championship Matches, to be exploited within the relevant Licensed Territory only:

- 2.2.1 the exclusive right to broadcast live and in full all Matches of each Round and to broadcast any Match on a delayed basis or a repeat basis, in full an unlimited number of times until midnight of the eighth day following conclusion of the relevant Match, without prejudice to the minimum broadcast obligation set forth in Clause 6.2.2.1;
- 2.2.2 the exclusive right to transmit excerpts of a Match either during the respective Match or following its conclusion until midnight of the eighth day following conclusion of the relevant Match;
- 2.2.3 the exclusive right to broadcast the contents provided for by Appendix 4, point 3, concerning the Serie A Championship as Lega Calcio Serie A may make available, until midnight of the eighth day following conclusion of the relevant Match, without prejudice to the minimum broadcast obligation set forth in Clause 6.2.2.3; and,
- 2.2.4 the further rights provided for by Appendix 4, point 2, to be exercised in the manner and within the limits set out therein, provided that Lega has granted to the Licensee the authorisation to access a given Match.



Each Licensee must from time to time during the Football Season ask Lega for the relevant authorisation for admission to a Stadium in which a Match is being played, for the purposes of Clause 2.2.4 above, and acknowledges that such authorisation will be given on a case by case basis at its unchallengeable discretion for the relevant Match, depending upon logistical availability, the consideration under the License Agreement, the order of submission of requests and promotional activities of the Licensees and/or Sub-licensees in each Licensed Territory. Such access shall be limited and governed in the manner set out in Appendix 4, point 2, and as further detailed in the Media Production Regulations and in addition shall be subject to the payment of any applicable fees as may be listed in the rate card set out in those Regulations. Any personnel of Licensee granted access in this way must also comply with any instructions issued by Lega Calcio Serie A and/or the respective Club's representatives.

## **2.3 Pick Packages**

Each Bidder for the Serie A Package will be entitled to offer, as part of its Bid Letter, a further, separate and additional consideration aimed at acquiring, subject to this provision, one or both of the following two exclusive Packages of Pick Rights related solely to the Serie A Championship:

### **Pick Package 1**

- 2 first Picks per Football Season
- 2 second Picks per Football Season
- 2 third Picks per Football Season

### **Pick Package 2**

- 2 first Picks per Football Season
- 2 second Picks per Football Season
- 2 third Picks per Football Season

The aforesaid two Pick Packages can be awarded either to the same Licensee, or Pick Package 1 to one Licensee and Pick Package 2 to a different Licensee. For each of these Pick Packages, "first Pick", "second Pick" and "third Pick" mean that the Licensee will have the right, in particular Round(s) designated duly in advance by Lega Calcio Serie A on a periodic basis and spread over the entire Season (not including midweek Rounds and the last Round of each Serie A Season), to make, alternatively, the first, second or third selection of a single specific Match of the Round to be assigned to a particular time Slot, provided that:

- (a) no single Club is selected more than twice in each Pick Package; and
- (b) there is a break of at least two full days between two consecutive matches played by the same team (i.e. a Club playing on Thursday cannot play the following Saturday and a club playing on Tuesday cannot play the prior Sunday).



The Pick selections offered under Pick Package 1 and Pick Package 2 may be awarded only to Licensee(s) of the Serie A Package. Notwithstanding what provided for by Clause 6.11.2 below, the Licensee(s) to be awarded one or both the exclusive Pick Packages listed above shall be entitled to sub-license, in full or in part, such Pick, only to a different Licensee or Sub-licensee of the Serie A Package.

Bids submitted for Pick Package 1 and for Pick Package 2 will be evaluated autonomously by Lega Calcio Serie A and will not influence the award of the Serie A Package. Therefore, Lega Calcio Serie A will be free to reject any additional consideration offered for the Pick Packages and accept an offer for the Serie A Package only (i.e. excluding the Pick Packages and the specific additional consideration).

The selections made under Pick Package 1 and Pick Package 2 shall be communicated by the Licensee(s) (or, in case of sub-licensing, its Sub-licensee(s)) to Lega Calcio Serie A, in writing, within the deadlines set forth per Football Season by Lega Calcio Serie A.

## **2.4 Coppa Italia Package**

Subject to Clause 3.1 herein, the Coppa Italia Package will be comprised of the following Rights related to the Coppa Italia and the Supercoppa Italiana, to be exploited within the relevant Licensed Territory only:

- 2.4.1 the exclusive right to broadcast in full, live, on a delayed basis or on an unlimited repeat basis until midnight of the eighth day following their respective conclusions, the Supercoppa Italiana Match, as well as the 4<sup>th</sup> knockout Round of the Second Stage, the Round of sixteen, Quarter-finals, Semi-finals and Final Matches of the Coppa Italia without prejudice to the minimum broadcast obligation set forth in Clause 6.2.2.2;
- 2.4.2 the exclusive right to broadcast in full, live, on a delayed basis or on an unlimited repeat basis until midnight of the eighth day following their respective conclusions the Matches of the First Qualifying Stage of Coppa Italia, where such Matches are produced and made available by Lega Calcio Serie A;
- 2.4.3 the exclusive right to transmit excerpts of the relevant Match either during the respective Match or following its conclusion (where such Matches are produced and made available by Lega Calcio Serie A), until midnight of the eighth day following the conclusion of the Match;
- 2.4.4 the exclusive right to broadcast the contents provided for by Appendix 4, point 3, concerning the Coppa Italia and the Supercoppa Italiana Matches until midnight of the eighth day following conclusion of the relevant Match, without prejudice to the minimum broadcast obligation set forth in Clause 6.2.2.4;
- 2.4.5 the further rights provided for by Appendix 4, point 2, to be exercised in the manner and within the limits set out therein, provided that Lega has granted to the Licensee the authorisation to access a given Match.

Specifically in respect of the Coppa Italia, the production is ensured by Lega Calcio Serie A solely for 25 (twenty five) Matches of the Second Stage, including Semi-finals and the Final. The production of the above-mentioned Matches is carried out by the Clubs or, for those not intending to carry out such activity, by Lega Calcio Serie A. If a higher number of Matches than the above-mentioned minimum number are produced (which decision shall be at the exclusive discretion of Lega Calcio Serie A), such

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Matches shall be deemed included in the Coppa Italia Package, as well as the Betting Package and the In-Flight and In-Ship Package. Matches not-produced by Lega Calcio Serie A (or produced by the Clubs on their behalf) shall be deemed not to be included in the above Package(s).

Each Licensee must from time to time during the Football Season ask Lega for the relevant authorisation for admission to a Match Stadium in which Matches are being played, for the purposes of Clause 2.4.5 above, and acknowledges that such authorisation will be given on a case by case basis at its unchallengeable discretion for the relevant Match, depending upon logistical availability, the consideration under the License Agreement, the order of submission of requests and promotional activities of the Licensees and/or Sub-licensees in each Licensed Territory.

Such access shall be limited and governed in the manner set out in Appendix 4, point 2, and as further detailed in the Media Production Regulations and in addition shall be subject to the payment of the applicable fees as may be listed in the rate card set out in those Regulations. Any personnel of Licensee granted access in this way must also comply with any instructions issued by Lega Calcio Serie A and/or the respective Club's representatives.

### 2.5 Betting Package

Subject to Clause 3.1 herein, the Betting Package, which is a Package for the Global Territory (i.e. worldwide excluding the Italian Territory) and for which the Bidder may not separately bid for any Country or Continent listed in Appendix 1, will be comprised of the exclusive right to broadcast, transmit, distribute and make available solely live coverage of Matches, as part of legally licensed betting products, services or facilities, under the following restrictions:

- (i) in relation to betting shops, the display of Match footage to the public on television screens and other devices may only take place within the perimeters of licensed betting shops and other physical premises where betting on Matches may be allowed under any applicable law (and in any case not to be visible from outside of such perimeters);
- (ii) the display of Match footage by means of personal computers and tablets is allowed provided that (i) the end consumer is an active user, authorised to access coverage of Matches only upon registration involving a log-in procedure with the betting operator, and that (ii) such viewing is subject to limitations on the resolution of the images that may be transmitted (no higher than 600KBPS) as well as (iii) to restrictions on the size of the images (not greater than 1/3 of the screen dimensions). An active user shall be defined as anyone who has completed the registration process, having accepted all terms and conditions, who has opened an operating account, and who is enabled to regularly place bets using the platform;
- (iii) the display of Match footage by means of mobile phone devices is allowed, provided that (i) the end consumer is an active user, authorised to access coverage of Matches only upon registration involving a log-in procedure with the betting operator and that (ii) such viewing is subject to limitations on the resolution of the images that may be transmitted (no higher than 600KBPS), while no restriction on the size of the images will be applicable. An active user shall be defined as anyone who has completed the registration process, having accepted all terms and conditions, who has opened an operating account, and who is enabled to regularly place bets using the platform.



The Betting Package also includes the right to exploit limited excerpts for promotional purposes only, by means of the same modes of transmission as used for the Licensee's legally licensed betting products, services or facilities, provided that such exploitation: (i) shall not take place by print media or television or Internet Platform (except through the Licensee's websites); (ii) is limited exclusively to betting activities; (iii) does not present the Licensee in any form as the official licensee, channel or provider of any of the Competitions.

In any case, no exploitation of coverage of Matches shall be permitted for television viewing outside of betting shops.

The Betting Package shall also include the right to access the stadia of the Competitions, in coordination with Lega Calcio Serie A (limited to a maximum of two (2) Licensee representatives per Match), for the sole purpose of collection of data and update of the betting odds of the relevant Match. Any personnel of the Licensee of the Betting Package, as a condition of access to the stadia of the Competitions, shall comply with Appendix 4 hereof and with the Media Production Regulations, as well as with any instructions issued by Lega Calcio Serie A's and/or the respective Club's personnel.

## **2.6 Italian Communities Package**

In order to comply with the Decree, Lega Calcio Serie A offers, subject to Clause 3.1 herein, the Italian Communities Package, to be awarded only to a Broadcaster. Such Package, to be exploited only by way of Pay Broadcast on Satellite Platform (inclusive of the right of retransmission on the Internet Platform in OTT modality) directly for the benefit of final end-users (represented by the Italian communities living in those countries listed in Appendix 2) and only in the Italian Language, is comprised of the following rights and obligations:

- 2.6.1. the right to broadcast only in full, on a live or delayed basis, up to three (3) Matches from each Round of the Serie A Championship, to be chosen by the Licensee, until midnight of the eighth day following conclusion of the relevant Match;
- 2.6.2. the right to broadcast only in full, on a live or delayed basis, the Semi-finals and the Final of the Coppa Italia and the Supercoppa Italiana Match, until midnight of the eighth day following conclusion of the relevant Match;
- 2.6.3. the exclusive right to broadcast the contents provided for by Appendix 4, point 3;
- 2.6.4. the obligation to broadcast all Matches under Clauses 2.6.1 and 2.6.2 above with an acceptable quality standard (preferably HD), with a progression as follows: 50% of households viewing in such standard by the beginning of the 2018/2019 Football Season and 80% of the households viewing in such standard by the beginning of the 2020/2021 Football Season. The Licensee shall prove that it has previously achieved and that it continues to achieve, during the License Term, such quality and quantity standards, providing Lega Calcio Serie A with relevant documentation;
- 2.6.5. the obligation to promote the programming of the Competitions by inserting at least twice per Match, either as graphics or as part of the commentary, references to Lega Calcio Serie A's official website and by transmitting, at least twice per Round, promotional trailers to be provided by Lega Calcio Serie A;



- 2.6.6. the obligation to abstain, and to procure that any platform that carries its channel will abstain, from presenting itself, in any form, as the official licensee, channel or provider of any of the Competitions. In particular, any promotional activities by any platform that carries the channel shall be strictly limited to the channel itself and shall not reference or make any direct or indirect association in any way or form with the Competitions, including refraining from listing, describing or promoting any of the Competition programming of the channel itself.

## **2.7 In-Flight and In-Ship Package**

Subject to Clause 3.1 herein, the In-Flight and In-Ship Package is comprised of the exclusive right to broadcast live and in full all Matches of each Round and to broadcast any Match on a delayed basis or a repeat basis, in full an unlimited number of times until midnight of the eighth day following conclusion of the relevant Match only under the following restrictions:

- (i) the transmission of images of a Match may be made only within planes and ships flying the national flag of any Territory other than the Italian Territory;
- (ii) transmission is prohibited for any ships whenever in waters belonging to the Italian Territory; and
- (iii) the display of images of a Match is not permitted on planes or ships flying the flag of any part of the Italian Territory.





## **3 EXCLUSIVITY AND RESERVED RIGHTS**

### **3.1 Scope of Exclusivity**

Except as otherwise provided by any applicable law or by the articles and conditions of this ITT (in particular by this Clause 3), Lega Calcio Serie A will neither exploit nor grant to any other party the right to exploit the Rights awarded to the Licensee contained in any of the Packages which are expressly identified as "exclusive" in the Licensed Territory, subject to the rights granted to other exclusive Packages (such as the Betting Package, the Italian Communities Package, the In-Flight and In-Ship Package).

### **3.2 Reserved Rights**

The Rights granted to a Licensee as part of a Package represent the entire extent of Rights granted to it. Any rights not expressly included as part of a Package shall be reserved by Lega Calcio Serie A and may be exploited without restriction either by Lega Calcio Serie A itself or by a third party of Lega Calcio Serie A's choosing.

### **3.3 Reserved Rights of the Clubs and of Lega**

A Bidder's attention is specifically drawn to the rights reserved to Lega Calcio Serie A and to the Clubs, amongst others, as set out below. The Rights are subject to and must take account of these reservations.

#### **3.3.1 Clubs Rights**

The Clubs own the exclusive right to the Archive Footage of their Matches and may consequently exploit each Match on an exclusive basis starting from midnight of the eighth day following its conclusion.

The Clubs are entitled to exploit the audiovisual rights of Matches that they organise and of Matches that they take part in as a visiting team through their own Official Thematic Channels, provided this is achieved by way of Pay Broadcast and it occurs no sooner than 24 hours from the end of the applicable Match.

The Clubs are entitled to transmit only Highlights and correlated images of Matches that they organise and of Matches they take part in as a visiting team through their own official Internet Platforms, Mobile Platforms and IPTV Platforms, no sooner than 24 hours from the end of the applicable Match.

The Clubs and Lega Calcio Serie A are prohibited from transmitting, by way of Free Broadcast on their own official social network pages, the following live and near-live content: (i) footage of the pitch from ten minutes prior to kick-off of the Match until five minutes following the end of the Match; (ii) images from inside of the stadium and of the related reserved areas, other than the pitch, from one hour prior to kick-off of the Match until the end of the Match. In any case, the official content of such broadcasts, transmitted by the Clubs and by Lega within the





limitations set out above, both live and near-live, shall in any event be no longer than 30 seconds per instance and subject to a maximum of ten such instances per Match.

### 3.3.2 Lega Calcio Serie A Rights

Lega Calcio Serie A may:

- (i) exploit Highlights and correlated images of the Matches of the Competitions through its thematic channel no sooner than 24 hours from the end of the applicable Match;
- (ii) communicate to the public, no sooner than 24 hours from the end of a Match, Highlights and Correlated Images through its official website, official social media accounts hosted by recognised social media channels and via embedded video players in mobile web applications (Apps) distributed by Lega Calcio Serie A; and
- (iii) create an official magazine for each Serie A Championship and Coppa Italia Round as well as the Supercoppa Italiana, including images of Matches, limited to 3 minutes per Match, which may be communicated to the public through the same modalities and with the same restrictions as to time as set out in parts (i) and (ii) of this Clause.

### 3.3.3 Data

Lega Calcio Serie A shall be entitled to create and distribute, directly or through a third party service provider, metadata, data feeds and statistics relating to the Matches, the Competitions, the Clubs and the players. Lega Calcio Serie A may offer such feeds to the market on a separate basis.

### 3.3.4 News Access

Each Licensee acknowledges and accepts that Lega Calcio Serie A shall be permitted (and may be obliged) to grant to news broadcasters and/or news gathering and dissemination organisations the non-exclusive right to transmit Match content as part of a bona fide sports bulletin to be included in a news programme. Such a right shall be subject to the applicable laws and regulations of a territory and the duration of any such transmission will not be permitted to exceed that provided under such applicable laws and regulations. Furthermore, upon Lega Calcio Serie A's request, the Licensees shall be obliged to make news access footage available to news broadcasters and/or news gathering and dissemination organisations on a fair, reasonable and non-discriminatory basis..

## **3.4 Lega rights with regard to the programming of the Matches and to the format of the Competitions**

Notwithstanding any provision of this ITT, all Bidders explicitly acknowledge and accept that the choice of dates, times, Slots and Rounds of all Matches, as well as of the format of the Competitions, belongs solely and unquestionably to Lega Calcio Serie A, and therefore;

- (a) Lega Calcio Serie A reserves the right to amend the scheduled dates, times, Slots and Rounds of Matches, inter alia, when constrained by the requirements set out by regulations of Lega

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Calcio Serie A or of other national or international sport bodies or the commitments of the Italian national team and/or of the Clubs, or when requested to do so by, for example, the relevant public authority(ies), or in cases of conflict with national holidays such as Easter or Christmas. Such amendment right by Lega Calcio Serie A shall include the right to (i) make minor changes to any Match's intended time of kick-off, communicating such change to the Licensees as early as possible; and (ii) replace the Saturday Slots of 3:00 p.m. C.E.T. and/or of 6:00 p.m. C.E.T. and/or the Sunday Slot of 6:00 p.m. C.E.T. with one or two Slots on Friday and or a second Match on Monday, provided that they do not overlap; (iii) schedule, for some Rounds, a further Slot on Saturday to be added to those usually set out. Should such modifications affect the exercise of the Pick by the Licensee (or by the two Licensees) under Clause 2.3, Lega will schedule a further Slot for the non-exercised Pick;

- (b) Lega Calcio Serie A reserves the right to decide that the Matches of the final Round of the Serie A Championship shall be played in multiple blocks up to a maximum of three blocks in two Matchdays, in cases where Lega Calcio Serie A deems it unnecessary to play all Matches of the final Round at the same time as mentioned in Clause 1.3 above (as a general rule, in the final Round of the Serie A Championship all Matches of such Round are expected to be played simultaneously, as Lega Calcio Serie A's policy is to ensure that all such Matches have the same time of kick-off so that the integrity of the competition and uncertainty of outcome cannot be adversely affected in any way);
- (c) Lega Calcio Serie A reserves the right to make changes to the rules of participation, the number of participating teams, the format of the Competitions, the number of teams relegated from/promoted to the Serie A Championship to/from the Italian Serie B Championship and, consequently, to the total number of Matches to be played. By way of example, the format of the Serie A Championship (and by implication the Coppa Italia) may be altered to comprise the participation of 18 Serie A Clubs rather than 20 Serie A Clubs, as the format stands today; and
- (d) Lega Calcio Serie A reserves the right to make changes to the rules of participation, the number of participating teams and the format of the Coppa Italia and of the Supercoppa Italiana.

Under no circumstances exercise of any of the rights above, jointly or severally, shall constitute grounds for (i) claims by a Licensee (or its Sub-licensees or any other third party) of any nature or kind whatsoever against whomsoever, including but not limited to Lega Calcio Serie A, FIGC or the Clubs, (ii) requests by a Licensee (or its Sub-licensees or any other third party) to modify the contents of a Package, or (iii) requests by a Licensee of reduction of the consideration payable by the Licensee (or its Sub-licensees or any other third party).



## **4 THE TENDER PROCESS**

### **4.1 Objectives**

In accordance with Italian applicable law (art. 16, paragraph 3, of the Decree), pursuant to the tender process provided under this ITT Lega Calcio Serie A intends to award the Audiovisual Rights of the Serie A Championship, Coppa Italia and Supercoppa Italiana as described in the various Packages for exploitation outside of the Italian Territory on the terms and conditions set out in this ITT.

### **4.2 Eligible Bidders**

A Bidder must satisfy all of the following requirements to submit a Bid within this tender procedure for the award of one or more Package(s):

- (i) they have proven capacity and experience in the exploitation (or, in the case of an Intermediary, distribution) of audiovisual rights, ideally including their management having consolidated experience in the exploitation of audiovisual rights related to football events, or in the case of an Intermediary, have a proven track record in the distribution of audiovisual rights to sports events or competitions;;
- (ii) they have a well-established and professionally managed company and organisational structure as well as sufficient means to support the activities deriving from the award and to pursue an exploitation of the Rights in an optimal manner, oriented to the widespread transmission of the Competitions;
- (iii) they are in possession of adequate security in respect of their solvency and ability to ensure the exact fulfilment of the payment obligations deriving from the award of rights, as provided in the Bid Letter of Appendix 3; and;
- (iv) should any litigation be pending between the Bidder, or a company belonging to the same Group of the Bidder, and Lega Calcio Serie A in relation to late payment or non-payment of fees provided for under any media rights licensing agreement in connection with a bid preceding this ITT, a Bid will be admissible only if an appropriate first-demand bank guarantee is provided by the Bidder for any accrued amount not yet paid and for any amount which will become due in respect of such preceding bid.

Entities which are subject to liquidation or to any procedure of bankruptcy or insolvency, statutory moratorium, sanction or composition with their creditors are not admitted to participate in the Bidding process.

### **4.3 Joint Bids**

Joint Bids from Consortia will be considered by Lega Calcio Serie A, irrespective of whether each member of a bidding Consortium individually satisfies all criteria governing the eligibility of Bidders as detailed in Clause 4.2 above, provided that cumulatively such members satisfy all such criteria in the relevant Territory. A Joint Bid does not imply a sub-license between Bidders and must clearly state how



the Rights comprised within the relevant Package(s) are to be allocated between the members of the Consortium. Each of the members of a successful Consortium is jointly and severally liable to Lega Calcio Serie A in respect of the obligations which each of the other members of the Consortium assumes towards Lega Calcio Serie A.

#### **4.4 Admissible Bids**

4.4.1 Each Bidder may bid for one or more Packages as set out in the Bid Letter of Appendix 3 and shall specify, for each of them, the relevant consideration..

4.4.2 Bidders are entitled to submit Bids for the Serie A Package and/or for the Coppa Italia Package:

- for the Global Territory (one Serie A Package and/or one Coppa Italia Package); and/or
- for one or more Continent(s) (five Serie A Packages and/or five Coppa Italia Packages); and/or
- for one or more Country(ies) (thirty-four Serie A Packages and/or thirty-four Coppa Italia Packages).

4.4.3 Bidders are entitled to submit a Bid for the Pick Packages (two Packages), however if a Bid is submitted it may be done only on the condition that a Bid is also submitted for the Serie A Package.

4.4.4 Bidders are entitled to submit Bids for the Betting Package (one Package) and the In-Flight and In-Ship Package (one Package) for the Global Territory only.

4.4.5 The Rights comprising the Italian Communities Package (one Package) are available for exploitation only in those territories explicitly set out in Appendix 2.

4.4.6 Bids can be submitted for one or more Packages within the same Bid Letter, provided that the Bidder singles out a stand-alone consideration for each Package. Therefore, any Bid (i) submitted in relation to a geographic area which is not a Territory set out in Appendix 1 and/or (ii) not specifying the stand-alone consideration for each Package will not be considered as admissible by Lega Calcio Serie A.

#### **4.5 Bid Requirements and Submission Rules**

Bidders must provide complete responses to the information requested in the Bid Letter annexed to this ITT (Appendix 3), together with all documents necessary to demonstrate satisfaction of relevant selection criteria. As indicated therein, Bids may be submitted either in Italian or in English.

Full details of the consideration that a Bidder is prepared to pay for a Package must be included in the Bid Letter. All amounts must be expressed in EUR (€) and shall be deemed net of VAT or similar tax on sales, if any, and shall be deemed the actual net amount that Lega Calcio Serie A is entitled to receive. Accordingly, Licensee will be solely responsible for the payment of any taxes, deductions, expenses or withholdings applicable to such payments and all payments to Lega Calcio Serie A shall be grossed-up

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accordingly where necessary to ensure full receipt by Lega Calcio Serie A of the Bidder's stated net consideration.

The Bid must be undersigned by the Bidder's legally authorised representative, or by someone duly authorised through a power of attorney issued by the authorised representative whose signature is certified or legalised, by a notary or equivalent public officer, whose power of attorney must be enclosed in original with the Bid (or in an equivalent copy in case of submission by electronic means).

Bids may be submitted by hand in a closed and sealed envelope at the Lega Calcio Serie A headquarters in Milan, Via Ippolito Rosellini n. 4, from 11 August 2017 until and no later than 5:00 p.m. CET on 15 September 2017. The envelope shall clearly bear the words: "Offerta di acquisizione diritti internazionali Lega Calcio Serie A" or, comparably in English, "Lega Calcio Serie A international rights acquisition bid". Lega Calcio Serie A shall acknowledge and confirm with a Bidder the date and time of receipt of its Bid. Envelopes containing the Bids are stored by Lega Calcio Serie A in its safe until their opening.

Alternatively, in order to foster the highest possible participation in this ITT, Bids may be submitted by electronic means through the platform <http://legaseriea.acquistitelematici.it>. In order to submit the Bid it is first necessary to register on the above mentioned platform, following the required procedures, and then upload the Bid – together with any further documentation – in the section dedicated to this ITT, from August 11, 2017, until and no later than 5:00 p.m. CET on 15 September 2017. Upon receipt of the delivery of the documents the platform will automatically forward to the Bidders' e-mail address an acknowledgment of receipt, with the list of the uploaded documents and respective data (date of submission). The documents uploaded and delivered to the platform will be immediately encrypted through asymmetric cryptography, so as to guarantee their absolute confidentiality. The private encryption key will be stored by the Italian notary public and the Bid will be inaccessible to Lega Calcio Serie A and to its representatives.

The content of the documents will not be accessible by Lega Calcio Serie A or its representatives until the opening of the envelopes as detailed in Clause 4.6 below. During such phase, the private encryption key will be inserted to access the platform, in the presence of the Italian notary public, in order to open the documents.

For more details concerning this mode of submission, Bidders are invited to review the instruction manual published by the platform and available at <http://legaseriea.acquistitelematici.it>.

Lega Calcio Serie A will not consider Bids submitted by other means or in formats that differ from those specified above. Moreover, Lega Calcio Serie A will not consider conditional Bids.

Each Bidder represents and warrants that the information contained in its Bid and in any related documents is true and accurate. Any Bid found to contain false or misleading information may be immediately rejected by Lega Calcio Serie A, without prejudice to any remedy or claim towards the concerned Bidder. Should there be any material change to the information submitted by a Bidder as part of its Bid then that Bidder shall be under a duty to inform Lega Calcio Serie A of the relevant details of the change immediately, under penalty of rejection of the respective Bid, without prejudice to any remedy or claim against the concerned Bidder.



## 4.6 Opening of envelopes and evaluation of the Bids

No later than two (2) working days following the deadline for submission of Bids, Lega Calcio Serie A's legal representative will open the Bid envelopes and will insert the private encryption key specified in Clause 4.5 (together known as the "Opening"). Only Lega Calcio Serie A's, Infront Italy S.p.A.'s and the Clubs' managers, collaborators, advisors and consultants, as well as authorised representatives or attorneys-in-fact of any of those who have submitted a Bid (duly authorised in the above mentioned manner), will be admitted. The admission of the authorised representatives or attorneys-in-fact of any of those who have submitted a Bid (duly authorised in the above mentioned manner) may be made conditional upon the prior execution of a non-disclosure agreement.

The above-mentioned first stage of Opening will end with the ascertainment by the Italian notary public of the number of the Bidders and the number of the Bids. Lega reserves the right to make public the Bidders' identities, should it not adversely affect competition amongst Bidders.

In a separate and subsequent phase, to be commenced within 10 (ten) working days following the end of the first stage, Lega Calcio Serie A's Assembly, called for the purpose of assigning the Rights offered through this ITT, will be convened. Only representatives of the Clubs and of Lega and the advisor of Lega will be allowed to participate in such Assembly.

The Lega Calcio Serie A Assembly shall:

- A) admit those Bidders that fulfil the following requirements:
  - (i) satisfaction of the eligibility requirements under the preceding Clauses 4.2, 4.3, 4.4 and 4.5;
  - (ii) unconditional acceptance by the Bidder of all of the obligations related to the award, including the offer of a payment guarantee as prescribed by this ITT;
  - (iii) absence of conditions in the Bid under the preceding Clause 4.5;
  
- B) evaluate the admitted Bids based on the following (non-exhaustive) criteria:
  - (i) the consideration offered for the selected Package;
  - (ii) the financial standing and ability of the Bidder to fulfil its obligations under the ITT, as detailed in Clause 5.2 and in the Bid Letter of Appendix 3;
  - (iii) distribution channels to be used, programming plans, coverage and level of exposure, to include anticipated audience and estimated market share;
  - (iv) the general interest of Lega Calcio Serie A, as well as other subsidiary elements useful to appropriately evaluate the Bids such as, by way of example, the Bidder's commitment to promote and support the applicable Competition, including from a non-financial standpoint.



## INTERNATIONAL MEDIA RIGHTS



On the basis of the non-exhaustive criteria listed above, the Assembly will identify the Bids that can be accepted and may award the respective Package(s).

For the avoidance of doubt, Lega Calcio Serie A is under no obligation to accept a Bid solely on the basis that it contains the highest monetary offer, either in comparison with Packages with the same scope or in comparison with Packages with different scopes. By way of example, should Lega receive two Bids for a single Country, of which one Bid with an offered consideration of ten million euros but with a guarantee, and the second Bid with an offered consideration of eleven million euros but with no guarantee, Lega is free to accept the first Bid. Likewise, Lega Calcio Serie A may accept a stand-alone Bid for two Countries included within a Continent even though another Bid for the Continent including such two Countries is higher: in this case, Lega Calcio Serie A will then be free, through private negotiation under Clause 4.7 herein, to offer to the Bidder of the Continent the remaining Countries comprised within the same said Continent (i.e. not including the individual Country(ies) previously awarded), thereby exercising its right to modify the territorial scope of the Package or to identify new Countries to be offered. In other words, Lega Calcio Serie A shall be free, in its absolute and sole discretion, to select the Bidder(s) which most successfully fulfil the criteria and requirements above. As is demonstrated by those criteria, Lega reserves the right to strike a balance between revenue generation and brand and promotional considerations in the short and long term in an individual Territory.

Lega Calcio Serie A, before awarding the Packages, may request clarification from a Bidder regarding any of the contents of a Bid and its appendices. Responses to these requests must be provided in writing within the deadline specified by Lega Calcio Serie A and sent to Lega Calcio Serie A's address and/or to the e-mail addresses specified in Clause 1.6. Such clarification is aimed at providing Lega Calcio Serie A with useful information with which to assess a Bid but will not, under any circumstance, affect the provisions of this ITT, nor, should Packages be awarded, the respective License Agreement.

Given that a "total minimum price" methodology is not adopted as part of this ITT, Article 36 bis of the Guidelines is not applicable hereto. Accordingly, should the Assembly of Lega Calcio Serie A not receive any Bids in respect of a Package or deem one or more Bids not satisfactory, Lega Calcio Serie A will proceed with private negotiations inviting to participate all (and only those) Bidders that submitted a valid Bid in reply to this ITT, without prejudice to Clause 4.7 below. The invitation to participate in the private negotiations will be posted on the official website of Lega Calcio Serie A within 30 (thirty) days from the date set for the opening of the Bid envelopes.





## 4.7 Private negotiations

Should Lega Calcio Serie A not assign one or more Package(s) after the opening round of the competitive procedure, it will invite all (and only those) Bidders that submitted a valid Bid for a Package in reply to this ITT to enter into private negotiations for that Package, without prejudice to the right to modify the non-awarded Package(s). Nonetheless, Lega shall have the right not to invite to private negotiations for a given Package those Bidders that, for that Package, submitted a Bid whose consideration is lower than 50% of the higher consideration offered by a Bidder for that Package. It is understood that the Bids of the Bidders not invited to participate in the private negotiations would be revocable by the same Bidders, even before the deadline contained in the definition of Bid.

The deadline to accept an invitation to participate in private negotiations cannot be less than 4 (four) working days from the date of issuance of the invitation itself. In emergency situations, that deadline shall be reduced to 2 (two) working days.

As a general rule, a Bidder shall only be entitled to participate in private negotiations concerning the exact same Territory for which it submitted a Bid. Moreover:

- (i) Bidders that have submitted Bid(s) for the Global Territory may only participate in private negotiations related to the Global territory;
- (ii) Bidders that have submitted Bids for a Continent(s) may participate in private negotiations also related to Countries that are part of such Continent(s); and,
- (iii) Bidders that have submitted Bid(s) for a Country(ies) may only participate in private negotiations related to such Country(ies).

Any changes made by the Lega Calcio Serie A to the contents of the Packages during and as a result of the private negotiations, which entail substantially different or additional forms of exploitation of the Rights originally offered to the market, or significant reductions in those Rights, must be communicated in writing in a timely manner only to the individuals who expressed interest in the private negotiations and who were admitted to participate in those negotiations, according to the principles laid down above.

In case of private negotiation, the competitive proceedings in respect of each Package will be concluded with the acceptance by the Assembly of Lega Calcio Serie A of (i) the offer submitted by the Bidder within the private negotiations, which shall be binding, unconditional and consistent with the requirements listed in Clause 4.4 above where applicable or, alternatively, (ii) the original Bid.

Lega Calcio Serie A shall publish the conclusion and outcome of the private negotiations on its official website, at the latest on 16 January 2018 (save for any extension under this ITT).

Should Lega Calcio Serie A not assign one or more Packages during the course of the private negotiations, it may extend the private negotiations for the non-awarded Packages for an extended period of up to 30 (thirty) days, it being understood that private negotiations shall end by 14 February 2018, being the date until which Bids related to Packages that have not been assigned and for which private negotiations have been extended shall remain valid and binding.



## **4.8 Award of the Packages**

Lega Calcio Serie A shall award the Package(s) to the Licensee(s) selected from all Bidders pursuant to the above mentioned procedure. Should an Intermediary be awarded all the Rights of either Serie A or Coppa Italia, Lega Calcio Serie A shall award the Package only following the expiry of a forty-five day period from the date the relevant communication is made to the Italian Competition Authority (AGCM).

Lega Calcio Serie A will publish on its official website the list of Licensees and the Packages awarded to them. Lega Calcio Serie A, within the 48 hours that follow publication, shall communicate the relevant award to the respective party(ies).

The License Agreement is entered into automatically once Lega Calcio Serie A publishes the list of Licensees and the Packages awarded to them or, if prior to that time, once the Bidder is notified by Lega of the acceptance of its Bid and the awarding of the Package(s).

## **5 PAYMENT AND FINANCIAL SECURITIES**

### **5.1 Payment Schedule**

The Licensee will be required to pay the applicable consideration in advance instalments in accordance with the following schedule:

- (i) for the 2018-2019 Season: 5% (five per cent) anticipated by no later than 7 (seven) working days following the awarding of the Package, and the remaining amount in 6 (six) anticipated bi-monthly instalments of equal and consistent amounts due respectively on 1 July 2018, 1 September 2018, 1 November 2018, 1 January 2019, 1 March 2019 and 1 May, 2019. In case of non-payment of the 5% down payment, for any reason whatsoever, Lega may terminate the License Agreement, at its discretion and upon written communication to the Licensee, without prejudice to Lega's right to claim for damages. In case of termination, Lega shall have the right to accept the second best submitted Bid, which the Bidder, upon written notification by Lega, undertakes and confirms to maintain irrevocable until ten days following the deadline for the above payment of 5% by the Licensee has passed;
- (ii) for the 2019-2020 Season: 6 (six) anticipated bi-monthly instalments of equal and consistent amounts due respectively on 1 July 2019, 1 September 2019, 1 November 2019, 1 January 2020, 1 March 2020 and 1 May, 2020; and;
- (iii) for the 2020-2021 Season: 6 (six) anticipated bi-monthly instalments of equal and consistent amounts due respectively on 1 July 2020, 1 September 2020, 1 November 2020, 1 January 2021, 1 March 2021 and 1 May, 2021.



Payments are deemed effective and shall release a Licensee from its applicable payment obligation solely and exclusively if made by bank transfer, by the due date, and when credited to the bank account of "Lega Nazionale Professionisti Serie A", IBAN IT 49 B 03239 01600 100000010221 or such other bank account communicated in writing to the Licensee by Lega Calcio Serie A. The transfer receipt of the same shall be the payment acquittance.

Any delay whatsoever, even of a single day, in the payment of the relevant fee shall result (without the need for notice) in the accrual of interest in favour of Lega Calcio Serie A, to be calculated pursuant to Article 5 of Legislative Decree 231/2002 as amended by Article 1, paragraph 1, let. e) of the Legislative Decree 192/2012. The entitlement of Lega Calcio Serie A to accrued interest under this Clause shall be without prejudice to its right of termination for default in payment set out elsewhere in this ITT, as well as to any other remedies it may have at law.

The payment of the consideration cannot be suspended or delayed for any reason whatsoever by the Licensee or its Sub-licensees, even in case of controversy or judicial proceedings. Should the Licensee suspend its payments for any reason whatsoever, Lega Calcio Serie A will be entitled to immediately suspend the implementation of the License Agreement, in addition to any other rights and remedies it may have under applicable law.

The consideration due to Lega Calcio Serie A cannot be reduced in any way whatsoever or otherwise modified in cases where the Licensee or, where permitted, any of its Sub-licensees cannot exercise any of the Rights for any reason other than the material breach by Lega Calcio Serie A of its contractual obligations, and provided that such wrongful non-fulfillment entirely prevents the Licensee or its Sub-licensee(s) from exercising the entire Rights included within the assigned Package.

## **5.2 Financial Security**

Bidders shall provide within their Bid or may, upon the request of Lega Calcio Serie A at the time of and as a condition of the award of a Package and the continuous enjoyment of the associated Rights, be required to provide satisfactory evidence of their financial standing, as provided under Clause 4.2 (iii) of this ITT, within 14 days of any such request. This may include, by way of example, the provision of a first-demand guarantee by a bank or by a third party and/or the payment of an amount equal to the Licensee's first two (or other upcoming) payment obligations. Failure to comply with the requirements of this Clause may, at the unchallengeable election of Lega Calcio Serie A, impede the award of a Package to the Bidder or render the related License Agreement, if already executed, terminable immediately thereafter, without any liability of Lega Calcio Serie A whatsoever. In addition, Lega may request, at any time during the Term, guarantees on a rolling basis, with each payment of an outstanding amount being accompanied by a bank guarantee of the next 2 (two) payment obligations of that Licensee.



## 6 LICENSE TERMS

### 6.1 License Agreement

Without prejudice to Clause 8.1, the License Agreement is deemed executed, immediately coming into force and fully effective and binding between Lega Calcio Serie A and the Bidder, based upon the content of the successful Bid and all terms and provisions contained in this ITT. From the moment of execution of the License Agreement, the Parties are obliged to fulfil their obligations and perform their respective duties, and are entitled to exercise their rights and to enjoy their benefits, subject always to the applicable restrictions, limitations and exclusions set out in the License Agreement.

The Licensee shall act under its own liability, without direct or indirect involvement of Lega Calcio Serie A in any respect. In particular, in exercising its Rights and, as the case may be, undertaking distribution activities, the Licensee shall observe any limitation contained in this ITT, the regulations applicable to it and all further applicable legislation, territory by territory, with the assumption of exclusive liability for its violation.

In no case will Lega Calcio Serie A, its advisor or the Clubs be held responsible for the activities pursued by the Licensee and the Licensee therefore accepts and agrees that it will indemnify and hold harmless Lega Calcio Serie A, its advisor and the Clubs from and against any and all third party claims, demands, losses, damages and costs arising from or in connection with Licensee's activities.

### 6.2 Licensee's obligations

6.2.1 The Licensee undertakes, on its and its Sub-licensees' behalf, to exercise the Rights always in accordance and compliance with:

- (i) the ITT and the Media Production Regulations for Serie A, Coppa Italia and Supercoppa Italiana;
- (ii) the applicable national and international laws, Italian copyright laws, any judicial or administrative decision and any other binding and applicable administrative and sports regulations, including the Media and Sports Code, the regulations containing provisions relative to the relationship between football companies, all provisions aimed at penalizing unsportsmanlike conduct connected with the betting business, as well as any other regulations and decisions of whatsoever nature that may have been issued by any national (Lega Calcio Serie A, Lega Nazionale Professionisti Serie B, Italian Football Federation, CONI) and international (UEFA and FIFA) sports bodies; and
- (iii) the reasonable instructions of Lega Calcio Serie A which it reserves the right to provide in accordance with its respective functions, in order to protect and preserve facilities in a safe manner, to encourage the regular development of the Competition, and in order to respect other assignees' rights and consumer interests.



## 6.2.2 Minimum Broadcast Obligations

- 6.2.2.1 A Licensee of the Serie A Package will be required to broadcast, in respect of the Serie A Championship and throughout the entire Licensed Territory (save for any possible derogations that Lega Calcio Serie A may grant on reasonable grounds on a case-by-case basis, upon objective justifications such as time zones, platforms, availability of television channels), during the course of each Football Season at least 5 (five) Matches of each Round of the Serie A Championship in their entire duration. Licensee shall broadcast a minimum of 3 (three) said Matches by way of a Digital Terrestrial Platform or Satellite Platform or via cable, at least 2 (two) of which must be shown live. For the remaining 2 (two) Matches that a Licensee must broadcast during each Round, a Licensee may choose to satisfy its broadcast obligations by means of its Internet Platform and/or through the OTT modality, provided that such Matches are broadcast on a live basis and provided it fully complies with the provisions of Clause 6.9.
- 6.2.2.2 A Licensee of the Coppa Italia Package will be required to broadcast, throughout the entire Licensed Territory, during the course of each Football Season, at a minimum, at least 13 (thirteen) Matches in total, comprised of at least the Supercoppa Italiana, the final of the Coppa Italia, each leg of each Semi-final of the Coppa Italia, four Quarter-final Matches and three round-of-sixteen Matches, in their entire duration (save for any possible derogations that Lega Calcio Serie A may grant on reasonable grounds on a case-by-case basis, upon objective justifications such as time zones, platforms, availability of television channels). Licensee shall broadcast said Matches live and must use its best endeavours to broadcast all of them on a television Platform.
- 6.2.2.3 With regard to the Serie A Championship, the Licensee of the Serie A Package must broadcast throughout the entire Licensed Territory, in whole, the Preview Magazine and the Edited Highlights, if made, at least once at any time during the period commencing at the conclusion of the final Match of a Round and ending at the commencement of the first Match of the next Round, save for any derogations that Lega Calcio Serie A may grant upon request acting reasonably and based on objective grounds on a case-by-case basis.
- 6.2.2.4 Lega Calcio Serie A will produce a Preview Magazine for Coppa Italia and Supercoppa Italiana and will require its broadcast by Licensees of the Coppa Italia Package based on reasonably set scheduling.
- 6.2.2.5 With regard to the Serie A Championship, the Licensee of the Serie A Package must broadcast throughout the entire Licensed Territory an appropriate number of promotional trailers during the week preceding each Serie A Round, being at least 5 (five) per Round. Lega Calcio Serie A's expectations are that approximately 190 (one hundred ninety) trailers per Football Season, having a duration between 5 (five) and 15 (fifteen) seconds, will be broadcast during the days of the week (or other period) preceding a Match. With regard to the Coppa Italia the Licensee must broadcast throughout the entire Licensed Territory an appropriate number of promotional trailers during the week preceding each Round of the Second Stage of Coppa Italia and the Supercoppa Italiana. Lega Calcio Serie A's expectations are that approximately 30 (thirty) trailers per Football Season, each having a duration between 5 (five) and 15 (fifteen) seconds, will be broadcast during the days of the week (or other period) preceding a Match.



### 6.2.3 Other Licensee's Obligations

A Licensee, on its and its Sub-licensees' behalf, is also obliged:

- (i) other than where expressly permitted under the terms of its License Agreement, not to alter in any way the Audiovisual Products as supplied by Lega Calcio Serie A (i.e. by making cuts), with the exception of the right to supplement, where authorised, such Products;
- (ii) not to commit any act that may jeopardise the exploitation of any Rights that have been acquired by other Licensees and/or Sub-licensees and by any third parties;
- (iii) to exercise its Rights without jeopardising the image of Lega Calcio Serie A, of the Clubs and of Italian football in any way;
- (iv) to make available to Lega Calcio Serie A on request all information regarding the formats and manners in which Audiovisual Products are broadcast (with particular reference to live or delayed broadcasts, broadcast platforms and scheduling times), in sufficient time prior to transmission to enable Lega Calcio Serie A to make appropriate validations and analyses of same;
- (v) in addition to Clause 6.9, to supply to Lega Calcio Serie A, as soon as possible and not later than 15 (fifteen) days prior to the related content being broadcast, the television programming and coverage that will be transmitted by each Sub-licensee; and
- (vi) not to alter or manipulate the Signal which shall be broadcast as delivered by Lega Calcio Serie A, even in the event that it includes Virtual Advertising (except as required by applicable law), as provided in Clause 6.7.3.

The Licensee shall be entitled to exploit broadcast sponsorship and advertising opportunities for the periods during, immediately before and immediately after the broadcast of Match footage, subject to any applicable local laws and regulations. However it is explicitly understood that:

- (i) advertising programs shall not involve the use of the images of football players or the officials and management of any Club;
- (ii) no alteration to the Signal (whether visual, audio or other) that may give viewers the impression that such alteration is part of the original Signal (namely, Virtual Advertising) can be made to the Match transmissions;
- (iii) no misleading or deceptive advertising or unfair practices of other nature may be inserted in the Match transmissions.

The Licensee is entirely liable for any cost, burden or liability arising in respect of compliance with the above requirements and for respect of any applicable laws or regulations relating to such activities





The Licensee declares that it will hold harmless, defend and indemnify Lega Calcio Serie A, the Clubs and their successors in title from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, fines and expenses (including reasonable legal expenses) of whatever kind or nature, arising out of or relating to a breach or the non-fulfilment of the any of the provisions of the present ITT and of the License Agreement, caused by or attributable to the Licensee and/or any of its Sub-licensees.

The Licensee, on its and its Sub-licensees' behalf, acknowledges and accepts that:

- (i) third parties may exercise applicable news access rights within the limits and in the ways determined by applicable laws, regulations and other measures existing in the Licensed Territory, without the Licensee or its Sub-licensees being entitled to any claims against Lega Calcio Serie A and/or the Clubs;
- (ii) transmissions made and intended for reception by mobile devices within the Italian Territory (or within a different Licensed Territory) may be accessible by users of such mobile devices in the Licensed Territory due to international reciprocal roaming arrangements between network operators; and
- (iii) Lega Calcio Serie A and the Clubs and their successors in title may autonomously carry out in the context of the Matches within the limits of the applicable regulations, any initiative for the purposes of advertising exploitation, including product placement and Virtual Advertising.

### **6.3 Language**

Exploitation of the Rights shall be made only in legally-recognised languages of the relevant country, except for the Italian Communities Package, the Rights under which shall be exercised solely in the Italian Language without exception.

### **6.4 Means of Transmission**

Without prejudice to the specific modalities laid down for each Package under Clause 2 of this ITT, Licensees shall be able to exploit their respective Rights by way of any technological means and distribution systems currently available, with the express exclusion of any technological means and distribution systems not in commercial use as of the date of this ITT or which may be developed for use in the future. Any payment mechanism preferred by a Licensee may be used, whether resulting in a Free Broadcast, a Pay Broadcast or any combination of its choosing (subject to any provisions expressed to the contrary within a specific Package). Any exploitation of Rights by way of any technological means and distribution systems brought into commercial use after the date of this ITT or developed for use in the future shall only be authorised by Lega Calcio Serie A upon execution of a specific separate written agreement.



## 6.5 Term

Each Licensee may exploit its Rights only during the Term, covering the three Football Seasons 2018/2019, 2019/2020 and 2020/2021.

Upon expiry of the Term, or where the License Agreement is earlier terminated for any reason whatsoever, each and all Rights granted to a Licensee shall revert to Lega Calcio Serie A. As a consequence, any subsequent exploitation of the Rights by a Licensee and/or by its Sub-Licensees, is forbidden.

## 6.6 Limited Use of Marks

A Licensee shall be authorised by Lega to use the marks and logos of Lega and the Clubs only as part of that Licensee's promotional and marketing activities in respect of its broadcast of the Competitions. Any use for other purposes, for example in order to promote any product or service other than the broadcast itself, is strictly forbidden. Further guidelines and instructions for use of the marks, logos, emblems, graphics solutions, hymn/signature tune of the Lega Calcio Serie A and of the Clubs, as well as other similar types of intellectual property, are set out in the Media Production Regulations.

Lega Calcio Serie A or the individual Clubs (as the case may be) will remain the legal and exclusive owners of all marks, logos and fully entitled to their exclusive exploitation thereof.

## 6.7 Advertising

6.7.1 A Licensee shall be entitled to exploit broadcast sponsorship and advertising opportunities in respect of its Package(s), with no limitation of product category, for the periods during, immediately before and immediately after a broadcast, without prejudice to Clause 6.2.3. However, the Licensee shall not execute title sponsorship agreements or presenting sponsorship agreements of its broadcast of the Matches with any organisation which is involved, in full or in part, in the production, sale or distribution of products or services that are in the same product category as those of the official title sponsors or presenting sponsors of Lega or of the Serie A Championship, Coppa Italia or Supercoppa Italiana. The Licensee shall also not allow any advertising which promotes products or services in a manner that expresses or implies an association with the Serie A Championship, Coppa Italia or Supercoppa Italiana or with the Clubs and their players. A Licensee shall have an obligation to consult with Lega Calcio Serie A, by 31 March of each year prior to the ensuing Football Season, to inform itself of the complete list of the official title sponsor and the presenting sponsors and to ensure any doubt is avoided as to which product category a potential sponsor's products or services may come within.

6.7.2 In addition to its obligations elsewhere in this ITT, a Licensee agrees to include, with no charge to Lega Calcio Serie A, as part of its broadcast certain match bumpers and break bumpers to be shown respectively immediately before and immediately after each half of a Match and when entering and leaving commercial breaks during the broadcast of a Match. Full details of the format, minimum number and duration of such match bumpers and break bumpers,



together with any other promotional and advertising requirements of Lega Calcio Serie A (such as in respect of title sponsor recognition), are set out in the Media Production Regulations.

- 6.7.3 The Licensee acknowledges and agrees that Lega Calcio Serie A may, using relevant technology, insert into the Signal Virtual Advertising, whether by means of virtual overlay or virtual carpets positioned, for example, outside the pitch beside the goals. Licensee agrees to broadcast the Signal of the Match as such and not to alter or in any way conceal Virtual Advertising, unless the transmission of Virtual Advertising is forbidden by the law of Licensee's territory. Lega Calcio Serie A shall notify Licensee in advance of the presence of Virtual Advertising in the Signal, so that Licensee can comply with possible information obligations to viewers, if provided by the law of Licensee's territory.

## **6.8 Territorial Protection and Anti-Piracy**

- 6.8.1 A Licensee warrants that it will put in place all security measures necessary to protect its exploitation of the Audiovisual Products and prevent the unauthorised reception, exploitation or viewing of the Audiovisual Products outside of the Licensed Territory. This includes mechanisms such as encryption, geo-blocking, the regular monitoring and review of residences of subscribers (where appropriate) and the employment of digital rights management technologies to prevent the unacceptable use or treatment of broadcast content (such as file sharing or unlawful copying), to the full extent permitted by laws applicable in the Licensed Territory.
- 6.8.2 Lega Calcio Serie A allows customary exceptions in this area, such as the incidental, unavoidable and unintentional overspill of Free Broadcast transmissions and as a result of any mandatory laws or regulations, such as but not limited to laws permitting (i) the free circulation of devices (such as decoders) necessary to receive and view encrypted broadcasts, (ii) the access to and use of portable online content by subscribers to that content who are temporarily present in a territory outside of their home territory (especially as may be the case amongst EEA Member States) and (iii) cable or any other transmissions or re-transmissions outside of the Licensed Territory of broadcasts originating from within the Licensed Territory. Notwithstanding this, under no circumstances shall a Licensee be permitted to market, promote, advertise or produce any trailer, advertisement or promotion that expressly or impliedly represents that all or any of Licensee's transmissions of the Audiovisual Products (or any of the services or channels upon which it transmits any of the same) is available or capable of reception and/or viewing anywhere outside of the Licensed Territory, nor authorise or permit any such actions. Furthermore, such exceptions will not be extensive nor should a Licensee view any potential exceptions as representing a derogation of its duty to implement the highest standard of anti-piracy and rights protection measures that Lega Calcio Serie A deems necessary (in particular, no retransmissions will be permitted within the Italian Territory whatsoever). Similarly, a Licensee should also be aware that absolute territorial protection cannot be guaranteed and that licensees in other territories may potentially benefit from similar and customary exceptions (provided they have implemented the requisite preventative processes) and that therefore the enjoyment of Rights on an exclusive basis may be limited in this regard, although to a minimum extent. In such circumstances, no liability may be attributed to Lega Calcio Serie A, the Clubs, and their successors in title, nor the advisor Infront. With



specific reference to the European Union market and to the other EEA Member States, protection of a Licensee will be consistent and in compliance with the principles laid down by the Judgment of the Court of Justice of 4 October 2011 (Joined Cases C-403/08 and C-429/08).

6.8.3 It is in all cases strictly forbidden:

- (i) in respect of Digital Terrestrial Platforms, to transmit by any Free Broadcast within the Italian-speaking regions of Switzerland, the Capodistria region, the Principality of Monaco and the countries of Albania and Malta, whether originating from or receivable in said territories;
- (ii) in respect of Satellite Platforms, to transmit by any Free Broadcast or other unencrypted transmission through any satellite whose footprint includes, in whole or in part, the Italian Territory;
- (iii) in respect of Internet Platforms, Mobile Platforms and IPTV Platforms, any transmissions of a Match which is not restricted and available solely to users of the Licensed Territory entitled to the view.

## **6.9 Quality and Reporting Requirements**

Each Licensee undertakes to produce a broadcast of the Competitions to the highest market production standards using suitably skilled personnel.

On a regular basis during the Football Season, as and when requested by Lega Calcio Serie A, a Licensee (on behalf of its Sub-licensee, as the case may be) will be obliged to provide Lega Calcio Serie A with a detailed summary containing key data such as broadcast dates, times and modalities (e.g. live or delayed), audience figures and ratings, number of subscribers, market penetration, as well as key data related to social media interaction with the exploited Rights.

## **6.10 Marketing Obligations and Promotional Support**

In addition to what provided for by clause 6.2.2.5, Licensees will be expected to develop supportive and innovative marketing programmes and initiatives to the benefit of Lega Calcio Serie A and of the Clubs, to promote Lega Calcio Serie A and the Competitions and to spread their values in the Licensed Territory.



## **6.11 Sub-licensing**

6.11.1 A Licensee shall be permitted to enter into a Sub-license Agreement with a third party concerning the exploitation, fully or in part, of the Rights comprised within a Package, under the conditions set out in following Clause 6.11.2, provided that:

- (a) such sub-licence is made on terms and conditions which are the same as the relevant terms and conditions contained in the License Agreement;
- (b) the Sub-license Agreement shall provide for proper provisions allowing termination by the Licensee, or by Lega Calcio Serie A in case of Licensee's inactivity, of such Sub-license Agreement in the events provided for by paragraphs 2.5, 2.6.4, 2.6.5, 2.6.6, 5.1, 5.2, 6.2, 6.4, 6.6, 6.7, 6.8, 6.9, 6.10, 6.11, 7.3, 8.6.1 and 8.6.3 and in any case of breach or default to undertake any different and further initiative to protect the Audiovisual Rights. Each Sub-license Agreement shall also provide for its automatic termination if the License Agreement, between Lega Calcio Serie A and the Licensee, is terminated for any reason whatsoever, specifying that such termination may concern the sole sublicensed territory as provided under paragraph 6.13.6 without prejudice in such case to the right of Lega Calcio Serie A to substitute the Licensee in the Sub-license Agreement, by entering into the rights and obligations towards the Sub-licensee and by receiving the full consideration due by the latter;
- (c) the Licensee shall be liable, jointly and severally, for the acts and omissions of any Sub-licensee and shall procure that the Sub-licensee expressly assumes in writing all obligations and duties under the ITT and the License Agreement and at any time fully complies with all terms, conditions and obligations of the License Agreement, as well as (i) accepts and ensures that the Sub-licensee agrees that Lega may enforce any term and condition of the Sub-license Agreement directly against the Sub-licensee and (ii) Lega may enter into the Sub-license Agreement according to preceding letter b). The Sub-licence Agreement shall therefore include clauses that implement and enforce such terms and conditions;
- (d) the Licensee shall remain fully liable for its obligations under the License Agreement; and
- (e) the Sub-licensee is a person or organisation which would have fulfilled the basic requirements for a Bidder as set out in this ITT.

6.11.2 The Licensee must inform in writing Lega Calcio Serie A of the party(ies) with which, Territory by Territory, it has planned to enter into a Sub-license Agreement, prior to undertaking with them any definitive commitment. Such communication shall include the Sub-license Agreement's main conditions (except for the consideration to enter into the Sub-license Agreement) and, in case of a Broadcaster, the broadcast's obligation and the achieved coverage. After 20 (twenty) days from receipt of the communication by the Licensee without any reply by Lega Calcio Serie A, the approval shall be deemed as granted.



6.11.3 Any further sub-licensing by a Sub-licensee is permitted, solely on the basis of the same obligations and proceedings as laid down in this Clause 6.11.

6.11.4 Notwithstanding the above, upon request by Lega Calcio Serie A, at any time during the Term, any Licensee and/or any Sub-licensee must provide Lega Calcio Serie A with any License/Sub-license Agreement. Lega Calcio Serie A reserves the right to request any further information that it may deem necessary.

## **6.12 Lega's obligations**

In compliance with, and within the limits of, this ITT, Lega Calcio Serie A shall be obliged:

- (i) to make available to the Licensee the Rights granted to it; and
- (ii) not to grant to any third party any Rights that have already been exclusively granted to the Licensee.

A Licensee has the right to directly enforce any of the Rights in the Licensed Territory (including claims for damages and/or profits) against any third party (the "Third Party Infringer") which makes any unauthorised use of Rights in the Licensed Territory. Prior to the initiation of any legal action to enforce any of the Rights pursuant to this Clause, Licensee shall notify Lega Calcio Serie A of its intent in detail and the parties shall cooperate in good faith to negotiate, if they deem it appropriate, an out-of-court settlement with the Third Party Infringer of the issue in dispute, it being understood though that Licensee may, at any time during such negotiations and, in case of urgency, even before starting the negotiation process, initiate legal action at its sole discretion. Pending litigation or arbitration proceedings, the Licensee shall keep Lega Calcio Serie A apprised of any relevant submissions and developments and it shall obey instructions received from Lega Calcio Serie A to protect Lega Calcio Serie A's due interests in the Rights. However, Lega Calcio Serie A shall not be obliged to enforce the Rights against Third Party Infringers, it being understood that Lega Calcio Serie A shall support, with reasonable efforts, the Licensee in any court or arbitral proceedings brought against Third Party Infringers, and Lega shall in any case be free to enforce the Rights in case of Licensee's inactivity also according to Clause 6.13.7.

## **6.13 Term And Termination**

6.13.1 The License Agreement shall be effective for the duration of the Term.

6.13.2 Lega Calcio Serie A has the right to terminate the License Agreement upon written communication to the Licensee, in case of breach, in full or in part, by the same of even one of any provision under Clauses 5.1, 5.2, 6.2, 6.11, or in case of three instances of non-fulfilment of the Licensee's contractual obligations set forth in Clauses 2.5, 2.6.4, 2.6.5, 2.6.6, 6.4, 6.6, 6.7, 6.8, 6.9, 6.10, 7.3, 8.6.1 and 8.6.3.



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- 6.13.3 Lega Calcio Serie A has also the right to terminate the License Agreement at any time by written notice to the Licensee, in the case of non-performance by the Licensee of any material provision not specified above, where the Licensee has failed to remedy a breach within seven (7) Italian business days of receiving notice to do so.
- 6.13.4 Furthermore, Lega Calcio Serie A has also the right to terminate the License Agreement at any time should the Licensee be unable to pay any sum falling due under the License Agreement, or should it enter into any proceedings for bankruptcy, insolvency, composition with creditors or liquidation.
- 6.13.5 In the case of termination by Lega Calcio Serie A as per the preceding paragraphs, Licensee shall pay as contract penalty an amount double to the lost income for Lega Calcio Serie A, without prejudice to any greater damage which might be due, where "lost income" means the difference between (i) the total consideration due by the Licensee on the basis of the License Agreement for its whole Term and (ii) the sums that the Licensee has already paid to Lega Calcio Serie A and/or that Lega Calcio Serie A obtains from a third party after the License Agreement is terminated and the Audiovisual Rights are re-assigned to such a third party. Lega Calcio Serie A shall act in good faith in the negotiation with any such re-assignee when determining the consideration due by the latter.
- 6.13.6 Lega Calcio Serie A has the right to terminate the License Agreement as to those limited areas or geographic areas in which the Licensee and/or the Sub-licensee has violated any of the provisions of Clauses 2.5, 2.6.4, 2.6.5, 2.6.6, 5.1, 5.2, 6.2, 6.4, 6.6, 6.7, 6.8, 6.9, 6.10, 6.11, 7.3, 8.6.1 and 8.6.3 of the present ITT. In this case, all other provisions of the License Agreement shall remain in force, and the consideration due by the Licensee shall not be reduced and shall remain entirely due to Lega Calcio Serie A.
- 6.13.7 Licensee acknowledges that the penalties, as determined above, are an adequate and non-excessive contractual penalty and do not constitute remedy for damages suffered by Lega Calcio Serie A, as they do not affect its right to claim full damage restoration. Therefore, Licensee agrees that Lega Calcio Serie A shall be entitled to seek injunctive relief (as provided for, inter alia, by article 700 of Italian Civil Procedure Code) preventing the violation, harm or dissemination of and to any Audiovisual Products, Audiovisual Rights and Rights or any other of its properties in violation of the terms hereof. Said injunctive relief shall be in addition to any other remedies available hereunder and under the Law. The Licensee agrees not to raise objections to prevent, delay or suspend the payment of any penalty due, which Lega Calcio Serie A may at its discretion compensate with any credit that the Licensee may have for any reason against Lega Calcio Serie A.



## **7 PRODUCTION**

### **7.1 Production and Distribution of the Signal**

The live Signal of the Matches of the Competitions is produced and distributed in accordance with the provisions of Appendix 4.

### **7.2 Costs**

- 7.2.1 The Licensee and/or its Sub-licensee(s) who intend to receive the Signal of the Matches will be requested to pay the technical costs relating to the provision of the Signal by the appointed services provider of Lega Calcio Serie A at designated access points, in accordance with the provisions of Appendix 4. These costs shall be borne by the Licensee in addition to the fee payable for the Licensee's Package(s) and for the distribution of the signals by any transmission mode.
- 7.2.2 The costs of access to the Preview Magazine, to the Edited Highlights and to the additional content as provided under Appendix 4 shall be borne by the Licensee in addition to the fee payable for the Licensee's Package(s).

### **7.3 Logo of the Competitions**

- 7.3.1 As far as the Signal and associated images that are distributed by Lega Calcio Serie A are concerned, the Licensee expressly acknowledges that, save as otherwise determined by Lega Calcio Serie A, in relation to the respective Matches:
- (i) a 15 second institutional signature tune containing the Competition's logo will be aired at the beginning and the end of each half of every Match, as well as at the beginning and the end of the Preview Magazine, of the Edited Highlights and of the additional content as provided under Appendix 4;
  - (ii) the Competition's logo shall be shown at regular intervals during the Match transmission, also through a "turn the page" optical effect that precedes and follows a replay or other images broadcast (so-called "wipe");
  - (iii) the Competition's logo will be inserted in result graphics, in charts and in news reports concerning the Matches;
  - (iv) the Competition's logo referred to in the preceding points and which includes the written or figurative trademark of the "title sponsor(s)" shall be determined by Lega Calcio Serie A at its discretion. In any case, Lega Calcio Serie A has the right to have multiple "title sponsors" depending on geographic areas or specific Countries;



- (v) the informative official graphics created in support of the Signal which include the written or figurative trademark of the “date/timing sponsor” shall be determined by Lega Calcio Serie A at its discretion. In any case, Lega Calcio Serie A has the right to have multiple “date/timing sponsors” depending on geographic areas or specific Countries.

Lega Calcio Serie A reserves the right to add to the Signal of each Match, superimposed at an angle, the Competition’s logo in transparent format (a so-called “watermark”) and, generally, to make changes and modify the content of this Clause.

- 7.3.2 In relation to the Audiovisual Products, even if supplemented by the Licensee, the latter shall also retain the Competition’s logo provided by Lega Calcio Serie A at the beginning, during and at the end of broadcasts, in results graphics, in charts and in news reports of the Matches.

## **8 MISCELLANEOUS**

### **8.1 No Grant of Rights**

Unless Lega Calcio Serie A accepts a Bid submitted by a Bidder, as further detailed in Clauses 4 and 6 herein, this ITT is no more than an invitation to tender and of itself does not constitute a contract nor an offer which is in any way capable of acceptance. A Bidder will have no entitlement whatsoever in respect of the Rights unless and until its Bid is determined as successful and formally accepted by Lega Calcio Serie A.

### **8.2 No Warranties or Representations**

Lega Calcio Serie A does not make any representations or warranties as to the accuracy, adequacy and completeness of any information contained within this ITT and a Bidder may not at any time rely on this ITT to bring any claim, action or proceeding against Lega Calcio Serie A.

In reference to the Judgment of the Court of Justice of 4 October 2011 (Joined Cases C-403/08 and C-429/08), cited in Clause 6.8.2, as well in reference to similar binding judgment of any Courts of any Licensed Territory whatsoever or to other applicable laws, the risk of any adverse effects on the value and distribution of Audiovisual Products is on the Bidder, in particular with reference to the fact that the consideration offered under a Bid is determined by a Bidder taking into consideration all terms and conditions hereunder as they relate to territorial protection. Neither the Bidders nor the Licensee may be entitled to any claim, legal action or right of compensation relating to any adverse consequences thereof, nor be entitled to reductions or refunds of the fees offered.



### **8.3 Notice to Bidders**

Bidders should particularly consider the requirements of Lega Calcio Serie A set out in this ITT and its Appendices and the obligations that a Licensee will be subject to. Each person or organisation that submits a Bid will be deemed to have read and understood the information set out in this ITT and to have accepted its terms, conditions and procedures.

### **8.4 Costs and Expenses**

Lega Calcio Serie A will not be responsible, under any circumstances whatsoever, for any costs, losses or expenses of a Bidder incurred in the preparation or submission of a Bid, including as a result of Lega Calcio Serie A modifying or withdrawing the ITT, which it has the right to do at its absolute discretion.

### **8.5 Confidentiality**

8.5.1 Without prejudice to Clause 4.6 of this ITT, all Bids are confidential documents and as such a Bidder (or a prospective Bidder) must not make any announcement, or comment upon, or originate any publicity or press release or otherwise provide any information to any third party (other than to its professional advisors) concerning the ITT or the Bid of that Bidder, including without limitation any financial details contained in a Bid.

8.5.2 Any information of a confidential nature included within a Bid will be kept confidential by Lega Calcio Serie A and will not be released or provided to any third party other than Lega Calcio Serie A's professional advisors and the Clubs.

8.5.3 The Bidder agrees that Lega Calcio Serie A shall have the sole right to make any announcements in relation to this ITT and in particular to the short-listing and the selection of a Bid, subject to its obligations of confidentiality set out in this section.

### **8.6 Intellectual Property**

8.6.1 All copyright and all other intellectual property rights related to this ITT and to the Serie A Championship, the Coppa Italia and the Supercoppa Italiana and any materials provided by Lega Calcio Serie A to any Bidder or prospective Bidder are and will remain the exclusive property of Lega Calcio Serie A or, according to the law, of the Clubs. Nothing in this ITT shall be construed as a grant by Lega Calcio Serie A of any licence, assignment or other right in or to any intellectual property rights which are the property of Lega Calcio Serie A or, if applicable, of the Clubs. If required to effect the grant by Lega Calcio Serie A of any license, transfer or any other assignment of the above-mentioned intellectual property rights, a separate specific written document may be entered into subsequently.



- 8.6.2 The documentation supporting each Bid shall become the physical property of Lega Calcio Serie A once it is received. Irrespective of whether a Bid is successful, Lega Calcio Serie A shall be freely entitled to use (free from payment) all ideas, concepts, proposals, recommendations or other materials contained in such Bid or otherwise communicated to Lega Calcio Serie A during the Bidding process. The Bidder waives its rights and shall not make any claim against Lega Calcio Serie A in respect of any use made by Lega Calcio Serie A of any intellectual property or other similar rights relating to the ideas, concepts or any other materials contained in its Bid documentation.
- 8.6.3 Rights in the Matches, their images, recordings and transmissions shall be and shall remain the property of Lega Calcio Serie A or, according to the law, of the Clubs, and nothing in the License Agreement should be construed as a transfer or assignment to the Licensee of any intellectual property rights which are the property of Lega Calcio Serie A or, according to the law, of the Clubs. In this regard, a Licensee on its (and if applicable) its Sub-licensees' behalf, hereby expressly waives any rights in and any claims whatsoever to the Matches' images and footage and acknowledges that, except for the rights (and limitations) explicitly set out in the License Agreement, a Licensee is not and will not be entitled to any copyright in such images and footage, which may be commercialised solely by Lega Calcio Serie A and by the Clubs within the limits of their respective competences. Any copyright existing or arising in relation to a Licensee's broadcast which is not already owned by Lega Calcio Serie A or, according to the law, of the Clubs, will be assigned, by way of present assignment of future copyright, to Lega Calcio Serie A or, according to the law, of the Clubs, under the License Agreement.
- 8.6.4 The only exception to the above shall be journalistic audio commentaries that will remain the property of the Licensee or the Sub-licensee (as the case may be). Lega Calcio Serie A shall be entitled to use such commentaries without any cost or royalty, for non-commercial purposes, in a non-exclusive way and subject to advising a Licensee of such use. Upon Lega Calcio Serie A's request, a Licensee must provide to Lega Calcio Serie A or to persons indicated by Lega Calcio Serie A all of the recordings carried out under this ITT, including any footage recorded but not broadcast, at no cost or charge to Lega Calcio Serie A.

## **8.7 Amendments**

During the competitive procedure and before the execution of the License Agreement, Lega Calcio Serie A reserves the right in its absolute discretion to at any stage modify or withdraw this ITT and any Package or Rights under it, to amend the composition of the Rights, of a Territory or to undertake a modified or additional tender process. Each interested party will be notified immediately in such circumstances.



## **8.8 Voidness or Voidability of Bid Provisions**

In case of any of the provisions contained in this ITT being found void or voidable, the parties undertake to negotiate in good faith the substitution of the void or voidable clause with the objective of reaching, if possible, an outcome similar to that intended by the void or voidable clause, with no reduction of the fee due from the Licensee.

## **8.9 Assignability of the License Agreement by Lega Calcio Serie A**

The Licensee authorises Lega Calcio Serie A to assign the License Agreement to any other association or body recognised by the Italian football system in the event that such body or association should take control of the Audiovisual Products marketing at any time and for any reason, provided that such assignee guarantees the Licensee the continuation of their relationship upon the same terms and conditions of the License Agreement. Any such assignment shall be implemented by the provision of written notice to the Licensee by Lega Calcio Serie A, duly undersigned by the assignee, confirming the obligation of the latter in respect of the terms and the conditions of the License Agreement. Such assignment shall discharge Lega Calcio Serie A from its obligations towards the Licensee under the License Agreement.

The Licensee may not assign, in whole or in part, the License Agreement to any third party.

## **8.10 Governing Law, jurisdiction and language**

This ITT, the License Agreement, and any related documentation or negotiations shall be governed by and construed in accordance with the laws of Italy. Any and all disputes or claims arising in relation to this ITT or to the License Agreement shall be submitted to the exclusive jurisdiction of the courts of Milan, Italy. Notwithstanding that a courtesy translation of the ITT is provided by Lega, the Italian version is the only binding version of the ITT. Any dispute shall be resolved and construed with exclusive reference to the Italian version.





## APPENDIX 1 TERRITORIES

### A. Global

<b>Package ID</b>	<b>Package Name</b>	<b>Territories</b>
<b>Global</b>	Global	All countries and territories in the world with the exception of Italy, San Marino Republic and the Vatican City

### B. Continents

<b>Package ID</b>	<b>Package Name</b>	<b>Territories</b>
<b>Continent 1</b>	Europe	Albania, Armenia, Austria, Azerbaijan, Belgium, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark (including Faroe Islands and Greenland), Estonia, Finland, France (including Andorra, Monaco and, on a non-exclusive basis, French overseas territories), Georgia, Germany, Greece, Hungary, Iceland, Israel, Kazakhstan, Kosovo, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Montenegro, Netherlands, Norway, Poland, Portugal (including Azores and Madeira), Republic of Ireland, Romania, Russia, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tajikistan, Turkey, Turkmenistan, Ukraine, United Kingdom, Uzbekistan
<b>Continent 2</b>	Americas	<p><b>Exclusive territories</b></p> <p>Anguilla, Antigua and Barbuda, Argentina, Aruba, Bahamas, Bajo Nuevo Bank, Barbados, Belize, Bermuda, Bolivia, Bonaire, Brazil, Canada, Cayman, Chile, Colombia, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, Ecuador, El Salvador, Falkland Islands, Grenada, Guatemala, Guiana, Haiti, Honduras, Jamaica, Mexico, Montserrat, Navassa Island, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Saba, Saint Kitts and Nevis, Saint Eustatius, Saint Vincent and Grenadine, South Georgia and South Sandwich Islands, St. Lucia, Suriname, Trinidad and Tobago, Turks and Caicos, United States, Uruguay, Venezuela, Virgin Islands</p> <p><b>Non-exclusive territories *</b></p> <p>American Samoa, Baker Island, Clipperton Islands, French Guyana, Guadeloupe, Guam, Howland Island, Jarvis Island,</p>

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		Johnston Atoll, Kingman Reef, Midway Islands, Martinique, Northern Mariana Islands, Palmyra Atoll, Saint Barthélemy, Saint Martin, Saint Pierre and Miquelon
<b>Continent 3</b>	Middle East and North Africa ("Mena")	Algeria, Bahrein, Chad, Djibouti, Egypt, Iran, Iraq, Jordan, Kuwait, Lebanon, Libya, Mauritania, Morocco, Oman, Palestine, Qatar, Saudi Arabia, Somalia, South Sudan, Sudan, Syria, Tunisia, United Arab Emirates, Yemen
<b>Continent 4</b>	Sub Saharan Africa	Angola, Benin, Botswana, Burkina, Burundi, Cameroon, Cape Verde, Central-African Republic, Comoros, Congo, Democratic Republic of Congo, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Ivory Coast, Kenya, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritius, Mozambique, Namibia, Niger, Nigeria, Rwanda, Saint Helena and Ascension, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, South Africa, Swaziland, Tanzania, Togo, Uganda, Zambia, Zimbabwe
<b>Continent 5</b>	Asia and Oceania	<p><b>Exclusive territories</b></p> <p>Afghanistan, Australia, Bangladesh, Bhutan, Brunei, Cambodia, China, Cook Islands, Fiji, Hong Kong, India, Indonesia, Japan, Kiribati, Laos, Macao, Malaysia, Maldives, Marshall Islands, Micronesia, Mongolia, Myanmar, Nauru, Nepal, New Zealand, Niue, North Korea, Pakistan, Palau, Papua New Guinea, Philippines, Samoa, Singapore, Solomon Islands, South Korea, Sri Lanka, Taiwan, Thailand, Timor Est, Tokelau, Tonga, Tuvalu, Vanuatu, Vietnam</p> <p><b>Non-exclusive territories *</b></p> <p>American Samoa, Baker Island, French Polynesia, Guam, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, New Caledonia, Northern Mariana Islands, Palmyra Atoll, Wallis and Futuna</p>

\* These countries are reached by overlapping signals; thus in such countries rights cannot be offered as exclusive.

**INTERNATIONAL MEDIA RIGHTS****C. Countries**

<b>Package ID</b>	<b>Package Name</b>	<b>Territories</b>
<b>Country 1</b>	Europe - Baltics	Estonia, Latvia, Lithuania
<b>Country 2</b>	Europe - Belgium	Belgium
<b>Country 3</b>	Europe - Central	Czech Republic, Hungary, Romania, Slovakia
<b>Country 4</b>	Europe - Former Yugoslavia	Bosnia-Herzegovina, Croatia, Kosovo, Macedonia, Montenegro, Serbia, Slovenia
<b>Country 5</b>	Europe - France	France, Andorra, Monaco, French overseas territories*
<b>Country 6</b>	Europe - Germany, Austria	Germany, Austria
<b>Country 7</b>	Europe - Greece, Cyprus	Greece, Cyprus
<b>Country 8</b>	Europe - Israel	Israel
<b>Country 9</b>	Europe - Netherlands	Netherlands
<b>Country 10</b>	Europe - Nordic Countries	Denmark (including Faroe Islands and Greenland), Finland, Norway, Sweden
<b>Country 11</b>	Europe - Poland	Poland
<b>Country 12</b>	Europe - Portugal	Portugal, Azores, Madeira
<b>Country 13</b>	Europe - Russia	Russia
<b>Country 14</b>	Europe - Spain	Spain
<b>Country 15</b>	Europe - Switzerland, Liechtenstein	Switzerland, Liechtenstein
<b>Country 16</b>	Europe - Turkey	Turkey
<b>Country 17</b>	Europe - United Kingdom, ROI	United Kingdom, Republic of Ireland
<b>Country 18</b>	Americas - Canada	Canada
<b>Country 19</b>	Americas - USA, US possessions, Caribbean	<b>Exclusive territories</b> United States, Bermuda, Puerto Rico, Virgin Islands <b>Non-exclusive territories*</b> American Samoa, Anguilla, Antigua and Barbuda, Aruba, Bahamas, Bajo Nuevo Bank, Baker Island, Barbados, Bonaire, Cayman, Clipperton Islands, Curacao, Dominica, Grenada, Guadeloupe, Guam, Howland Island, Jamaica, Jarvis Island, Johnston Atoll, Kingman Reef, Martinique, Midway Islands, Montserrat, Navassa Island, Northern Mariana Islands, Palmyra Atoll, Saba, Saint Barthélemy, Saint Eustatius, Saint Kitts and Nevis, Saint Martin, Saint Pierre and Miquelon, Saint Vincent and Grenadine, St. Lucia, Trinidad and Tobago, Turks and Caicos

## INTERNATIONAL MEDIA RIGHTS



<b>Package ID</b>	<b>Package Name</b>	<b>Territories</b>
<b>Country 20</b>	Americas - Mexico, Central America	<b>Exclusive territories</b> Mexico, Belize, Costa Rica, Cuba, Dominican Republic, El Salvador, Guatemala, Haiti, Honduras, Nicaragua, Panama <b>Non-exclusive territories *</b> Anguilla, Antigua and Barbuda, Aruba, Bahamas, Bajo Nuevo Bank, Barbados Bonaire, Cayman, Clipperton Islands, Curacao, Dominica, Grenada, Guadeloupe, Jamaica, Martinique, Montserrat, Navassa Island, Saba, Saint Barthélemy, Saint Eustatius, Saint Kitts and Nevis, Saint Martin, Saint Vincent and Grenadine, St. Lucia, Trinidad and Tobago, Turks and Caicos
<b>Country 21</b>	Americas - South (excluding Brazil)	<b>Exclusive territories</b> Argentina, Bolivia, Chile, Colombia, Ecuador, Falkland Islands, Guiana, Paraguay, Peru, South Georgia and South Sandwich Islands, Suriname, Uruguay, Venezuela <b>Non-exclusive territories*</b> Aruba, Bonaire, Curacao, French Guyana, Trinidad and Tobago
<b>Country 22</b>	Americas - Brazil	Brazil
<b>Country 23</b>	Sub-Saharan - South Africa	South Africa
<b>Country 24</b>	Asia - Indian Subcontinent	Afghanistan, Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan, Sri Lanka
<b>Country 25</b>	Asia - China	China
<b>Country 26</b>	Asia - Hong Kong	Hong Kong
<b>Country 27</b>	Asia - Indonesia	Indonesia
<b>Country 28</b>	Asia - Japan	Japan
<b>Country 29</b>	Asia - Malaysia	Malaysia
<b>Country 30</b>	Asia - Philippines	Philippines
<b>Country 31</b>	Asia - Singapore	Singapore
<b>Country 32</b>	Asia - Taiwan	Taiwan
<b>Country 33</b>	Asia - Thailand	Cambodia, Laos, Thailand
<b>Country 34</b>	Oceania - Australia, New Zealand	Australia, New Zealand

\* These countries are reached by overlapping signals; thus in such countries rights cannot be offered as exclusive.



## **APPENDIX 2 ITALIAN COMMUNITIES PACKAGE - TERRITORIES**

This Appendix 2 lists those territories for which the Italian Communities Package will be available.

- (i) **North America:** Canada, Puerto Rico and the USA.
- (ii) **Central and South America:** Argentina, Belize, Bolivia, Brazil, Cayenne, Chile, Columbia, Cost Rica, Ecuador, El Salvador, French Guiana, Guatemala, Guyana, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Surinam, Uruguay, Venezuela, and the Caribbean (Anguilla, Antigua, Aruba, Bahamas, Barbados, Bermuda, Bonaire, the British Virgin Islands, Cayman Islands, Cuba, Curacao, Dominica, Dominican Republic, Eustatius – also known as Saint Eustace or Statia, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Montserrat, Netherlands Antilles, Saba, St Barts, St Kitts and Nevis, St Lucia, St Martin, St Pierre and Miquelon, St Vincent and The Grenadines, Trinidad and Tobago, Turks and Caicos Islands, the United States Virgin Islands).
- (iii) **Oceania:** Australia, New Zealand, Papua New Guinea and surrounding islands;
- (iv) **Sub-Saharan Africa:** Nigeria, South Africa and countries of Sub-Saharan Africa (Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros Islands, Congo, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea Bissau, Ivory Coast, Kenya, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mayotte, Mozambique, Namibia, Niger, Reunion, Rwanda, St Helena, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, Swaziland, Tanzania, Togo, Uganda, Zaire, Zambia, Zimbabwe).



## APPENDIX 3 SPECIMEN OF BID LETTER

This Appendix 3 contains the specimen to which each Bidder must abide in presenting its Bid.

[place, date]	Messrs Lega Nazionale Professionisti Serie A Via Rosellini 4 20124 Milano
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### OFFER

FOR THE ACQUISITION OF PACKAGES OF AUDIOVISUAL RIGHTS  
RELATED TO LEGA CALCIO SERIE A COMPETITIONS  
SEASONS 2018/2019, 2019/2020 AND 2020/2021

#### **Company name:**

Type of business activity (X):	Broadcaster	Intermediary
Proof of Broadcaster license/certification (reference number or approval):		
Registered Address:		
First name, last name and title of the legal representative undersigning this Bid:		

In connection with the Invitation to Tender issued by Lega Calcio Serie A on 7 August 2017 ("ITT"), the undersigned company ("Bidder") hereby submits its Bid for the acquisition of the following Package(s) (mark with a cross on type of Package and Territory and indicate the consideration offered for each Season). Such consideration is in addition to the technical costs related to the supply of the Signal and, where applicable, to the technical costs related to the supply of additional content, as provided for in Clause 7, in Appendix 4 and in this present Appendix. All consideration is net of any applicable taxes, deductions, expenses and withholdings, which shall be borne exclusively by the Bidder.



**INTERNATIONAL MEDIA RIGHTS****GLOBAL TERRITORY**

(4 Packages)

<b>Package</b>	<b>Compensation offered for each Season</b>
<b>Serie A</b>	2018/2019: € _____, __ ( _____ / __ )
	2019/2020: € _____, __ ( _____ / __ )
	2020/2021: € _____, __ ( _____ / __ )
<b>Coppa Italia</b>	2018/2019: € _____, __ ( _____ / __ )
	2019/2020: € _____, __ ( _____ / __ )
	2020/2021: € _____, __ ( _____ / __ )
<b>Betting</b>	2018/2019: € _____, __ ( _____ / __ )
	2019/2020: € _____, __ ( _____ / __ )
	2020/2021: € _____, __ ( _____ / __ )
<b>In-Flight e In-Ship</b>	2018/2019: € _____, __ ( _____ / __ )
	2019/2020: € _____, __ ( _____ / __ )
	2020/2021: € _____, __ ( _____ / __ )

The compensation offered for the above Packages will be increased by an amount equal to 3,5% of such compensation, for the technical costs related to the supply of the Signal. The compensation offered for the Serie A and Coppa Italia Packages will be increased by a further amount equal to 0,5% of such compensation, for the technical costs related to the supply of additional content.

# INTERNATIONAL MEDIA RIGHTS



## TERRITORY: CONTINENT (1/2)

(5 Serie A Packages and 5 Coppa Italia Packages)

<b>Package</b>	<b>Continent</b>	<b>Compensation offered for each Season</b>
<b>Serie A</b>	Package Continent 1 Europe	2018/2019: € _____ ( _____ / _____ )
		2019/2020: € _____ ( _____ / _____ )
		2020/2021: € _____ ( _____ / _____ )
	Package Continent 2 Americas	2018/2019: € _____ ( _____ / _____ )
		2019/2020: € _____ ( _____ / _____ )
		2020/2021: € _____ ( _____ / _____ )
	Package Continent 3 Middle East and North Africa	2018/2019: € _____ ( _____ / _____ )
		2019/2020: € _____ ( _____ / _____ )
		2020/2021: € _____ ( _____ / _____ )
	Package Continent 4 Sub Saharan Africa	2018/2019: € _____ ( _____ / _____ )
		2019/2020: € _____ ( _____ / _____ )
		2020/2021: € _____ ( _____ / _____ )
	Package Continent 5 Asia and Oceania	2018/2019: € _____ ( _____ / _____ )
		2019/2020: € _____ ( _____ / _____ )
		2020/2021: € _____ ( _____ / _____ )

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## TERRITORY: CONTINENT (2/2)

(5 Serie A Packages and 5 Coppa Italia Packages)

<b>Package</b>	<b>Continent</b>	<b>Compensation offered for each Season</b>
<b>Coppa Italia</b>	Package Continent 1 Europe	2018/2019: € _____, __ ( _____ / __ )
		2019/2020: € _____, __ ( _____ / __ )
		2020/2021: € _____, __ ( _____ / __ )
	Package Continent 2 Americas	2018/2019: € _____, __ ( _____ / __ )
		2019/2020: € _____, __ ( _____ / __ )
		2020/2021: € _____, __ ( _____ / __ )
	Package Continent 3 Middle East and North Africa	2018/2019: € _____, __ ( _____ / __ )
		2019/2020: € _____, __ ( _____ / __ )
		2020/2021: € _____, __ ( _____ / __ )
	Package Continent 4 Sub Saharan Africa	2018/2019: € _____, __ ( _____ / __ )
		2019/2020: € _____, __ ( _____ / __ )
		2020/2021: € _____, __ ( _____ / __ )
	Package Continent 5 Asia and Oceania	2018/2019: € _____, __ ( _____ / __ )
		2019/2020: € _____, __ ( _____ / __ )
		2020/2021: € _____, __ ( _____ / __ )

The compensation offered for the above Packages will be increased: (i) by an amount equal to 3,5% of such compensation, for the technical costs related to the supply of the Signal; and (ii) by a further amount equal to 0,5% of such compensation, for the technical costs related to the supply of additional content.

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## TERRITORY: COUNTRY

(34 Serie A Packages and 34 Coppa Italia Packages)

<b>Package</b>	<b>Country</b>	<b>Compensation offered for each Season</b>
<b>Serie A</b>	Package Country 1	2018/2019: € _____, __ ( _____ / __ )
	Europe -	2019/2020: € _____, __ ( _____ / __ )
	Baltics	2020/2021: € _____, __ ( _____ / __ )
	Package Country 2	2018/2019: € _____, __ ( _____ / __ )
	Europe -	2019/2020: € _____, __ ( _____ / __ )
	Belgium	2020/2021: € _____, __ ( _____ / __ )
	Package Country 3	2018/2019: € _____, __ ( _____ / __ )
	Europe -	2019/2020: € _____, __ ( _____ / __ )
	Central	2020/2021: € _____, __ ( _____ / __ )
	Package Country 4	2018/2019: € _____, __ ( _____ / __ )
	Europe -	2019/2020: € _____, __ ( _____ / __ )
Former Yugoslavia	2020/2021: € _____, __ ( _____ / __ )	
Package Country 5	2018/2019: € _____, __ ( _____ / __ )	
Europe -	2019/2020: € _____, __ ( _____ / __ )	
France	2020/2021: € _____, __ ( _____ / __ )	
Package Country 6	2018/2019: € _____, __ ( _____ / __ )	
Europe -	2019/2020: € _____, __ ( _____ / __ )	
Germany, Austria	2020/2021: € _____, __ ( _____ / __ )	
Package Country 7	2018/2019: € _____, __ ( _____ / __ )	
Europe -	2019/2020: € _____, __ ( _____ / __ )	
Greece, Cyprus	2020/2021: € _____, __ ( _____ / __ )	
Package Country 8	2018/2019: € _____, __ ( _____ / __ )	
Europe -	2019/2020: € _____, __ ( _____ / __ )	
Israel	2020/2021: € _____, __ ( _____ / __ )	
Package Country 9	2018/2019: € _____, __ ( _____ / __ )	
Europe -	2019/2020: € _____, __ ( _____ / __ )	
Netherlands	2020/2021: € _____, __ ( _____ / __ )	
Package Country 10	2018/2019: € _____, __ ( _____ / __ )	
Europe -	2019/2020: € _____, __ ( _____ / __ )	
Nordic Countries	2020/2021: € _____, __ ( _____ / __ )	
Package Country 11	2018/2019: € _____, __ ( _____ / __ )	
Europe -	2019/2020: € _____, __ ( _____ / __ )	
Poland	2020/2021: € _____, __ ( _____ / __ )	

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<b>Package</b>	<b>Country</b>	<b>Compensation offered for each Season</b>
<b>Serie A</b>	Package Country 12 Europe - Portugal	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 13 Europe - Russia	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 14 Europe - Spain	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 15 Europe - Switz., Liecht.	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 16 Europe - Turkey	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 17 Europe - UK, ROI	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 18 Americas - Canada	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 19 Americas - USA, possessions, Caribbean	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 20 Americas - MEX, Central America	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 21 Americas - South (excl. Brazil)	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 22 Americas - Brazil	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )

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<b>Package</b>	<b>Country</b>	<b>Compensation offered for each Season</b>
<b>Serie A</b>	Package Country 23 Sub-Saharan- South Africa	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 24 Asia - Indian Subcont.	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 25 Asia - China	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 26 Asia - Hong Kong	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 27 Asia - Indonesia	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 28 Asia - Japan	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 29 Asia - Malaysia	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 30 Asia - Philippines	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 31 Asia - Singapore	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 32 Asia - Taiwan	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 33 Asia - Thailand	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 34 Oceania - AUS, NZL	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )



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<b>Package</b>	<b>Country</b>	<b>Compensation offered for each Season</b>
<b>Coppa Italia</b>	Package Country 1 Europe - Baltics	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 2 Europe - Belgium	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 3 Europe - Central	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 4 Europe - Former Yugoslavia	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 5 Europe - France	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 6 Europe - Germany, Austria	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 7 Europe - Greece, Cyprus	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 8 Europe - Israel	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 9 Europe - Netherlands	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 10 Europe - Nordic Countries	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )
	Package Country 11 Europe - Poland	2018/2019: € _____, __ ( _____ / __ ) 2019/2020: € _____, __ ( _____ / __ ) 2020/2021: € _____, __ ( _____ / __ )

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<b>Package</b>	<b>Country</b>	<b>Compensation offered for each Season</b>
<b>Coppa Italia</b>	Package Country 12	2018/2019: € _____, __ ( _____ / __ )
	Europe - Portugal	2019/2020: € _____, __ ( _____ / __ )
		2020/2021: € _____, __ ( _____ / __ )
	Package Country 13	2018/2019: € _____, __ ( _____ / __ )
	Europe - Russia	2019/2020: € _____, __ ( _____ / __ )
		2020/2021: € _____, __ ( _____ / __ )
	Package Country 14	2018/2019: € _____, __ ( _____ / __ )
	Europe - Spain	2019/2020: € _____, __ ( _____ / __ )
		2020/2021: € _____, __ ( _____ / __ )
	Package Country 15	2018/2019: € _____, __ ( _____ / __ )
	Europe - Switz., Liecht.	2019/2020: € _____, __ ( _____ / __ )
		2020/2021: € _____, __ ( _____ / __ )
	Package Country 16	2018/2019: € _____, __ ( _____ / __ )
	Europe - Turkey	2019/2020: € _____, __ ( _____ / __ )
		2020/2021: € _____, __ ( _____ / __ )
	Package Country 17	2018/2019: € _____, __ ( _____ / __ )
	Europe - UK, ROI	2019/2020: € _____, __ ( _____ / __ )
		2020/2021: € _____, __ ( _____ / __ )
	Package Country 18	2018/2019: € _____, __ ( _____ / __ )
	Americas - Canada	2019/2020: € _____, __ ( _____ / __ )
		2020/2021: € _____, __ ( _____ / __ )
	Package Country 19	2018/2019: € _____, __ ( _____ / __ )
	Americas - USA, possessions, Caribbean	2019/2020: € _____, __ ( _____ / __ )
	2020/2021: € _____, __ ( _____ / __ )	
Package Country 20	2018/2019: € _____, __ ( _____ / __ )	
Americas - MEX, Central America	2019/2020: € _____, __ ( _____ / __ )	
	2020/2021: € _____, __ ( _____ / __ )	
Package Country 21	2018/2019: € _____, __ ( _____ / __ )	
Americas - South (excl. Brazil)	2019/2020: € _____, __ ( _____ / __ )	
	2020/2021: € _____, __ ( _____ / __ )	
Package Country 22	2018/2019: € _____, __ ( _____ / __ )	
Americas - Brazil	2019/2020: € _____, __ ( _____ / __ )	
	2020/2021: € _____, __ ( _____ / __ )	
Package Country 23	2018/2019: € _____, __ ( _____ / __ )	
Sub-Saharan-South Africa	2019/2020: € _____, __ ( _____ / __ )	
	2020/2021: € _____, __ ( _____ / __ )	

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<b>Package</b>	<b>Country</b>	<b>Compensation offered for each Season</b>
<b>Coppa Italia</b>	Package Country 24	2018/2019: € _____, __ ( _____ / __ )
	Asia -	2019/2020: € _____, __ ( _____ / __ )
	Indian Subcont.	2020/2021: € _____, __ ( _____ / __ )
	Package Country 25	2018/2019: € _____, __ ( _____ / __ )
	Asia -	2019/2020: € _____, __ ( _____ / __ )
	China	2020/2021: € _____, __ ( _____ / __ )
	Package Country 26	2018/2019: € _____, __ ( _____ / __ )
	Asia -	2019/2020: € _____, __ ( _____ / __ )
	Hong Kong	2020/2021: € _____, __ ( _____ / __ )
	Package Country 27	2018/2019: € _____, __ ( _____ / __ )
	Asia -	2019/2020: € _____, __ ( _____ / __ )
	Indonesia	2020/2021: € _____, __ ( _____ / __ )
Package Country 28	2018/2019: € _____, __ ( _____ / __ )	
Asia -	2019/2020: € _____, __ ( _____ / __ )	
Japan	2020/2021: € _____, __ ( _____ / __ )	
Package Country 29	2018/2019: € _____, __ ( _____ / __ )	
Asia -	2019/2020: € _____, __ ( _____ / __ )	
Malaysia	2020/2021: € _____, __ ( _____ / __ )	
Package Country 30	2018/2019: € _____, __ ( _____ / __ )	
Asia -	2019/2020: € _____, __ ( _____ / __ )	
Philippines	2020/2021: € _____, __ ( _____ / __ )	
Package Country 31	2018/2019: € _____, __ ( _____ / __ )	
Asia -	2019/2020: € _____, __ ( _____ / __ )	
Singapore	2020/2021: € _____, __ ( _____ / __ )	
Package Country 32	2018/2019: € _____, __ ( _____ / __ )	
Asia -	2019/2020: € _____, __ ( _____ / __ )	
Taiwan	2020/2021: € _____, __ ( _____ / __ )	
Package Country 33	2018/2019: € _____, __ ( _____ / __ )	
Asia -	2019/2020: € _____, __ ( _____ / __ )	
Thailand	2020/2021: € _____, __ ( _____ / __ )	
Package Country 34	2018/2019: € _____, __ ( _____ / __ )	
Oceania -	2019/2020: € _____, __ ( _____ / __ )	
AUS, NZL	2020/2021: € _____, __ ( _____ / __ )	

The compensation offered for the above Packages will be increased: (i) by an amount equal to 3,5% of such compensation, for the technical costs related to the supply of the Signal; and (ii) by a further amount equal to 0,5% of such compensation, for the technical costs related to the supply of additional content.

**INTERNATIONAL MEDIA RIGHTS****PICK PACKAGE**

(2 Packages)

(Only for the Bidders who have submitted one or more Bids for the Serie A Package):

<b>Package</b>	<b>Compensation offered for each Season</b>
<b>Pick Package 1</b>	2018/2019: € _____, __ ( _____ / __)
	2019/2020: € _____, __ ( _____ / __)
	2020/2021: € _____, __ ( _____ / __)
<b>Pick Package 2</b>	2018/2019: € _____, __ ( _____ / __)
	2019/2020: € _____, __ ( _____ / __)
	2020/2021: € _____, __ ( _____ / __)

**ITALIAN COMMUNITIES PACKAGE**

(1 Package)

<b>Package</b>	<b>Compensation offered for each Season</b>
<b>Italian Communities</b>	2018/2019: € _____, __ ( _____ / __)
	2019/2020: € _____, __ ( _____ / __)
	2020/2021: € _____, __ ( _____ / __)

The compensation offered for the above Packages will be increased: (i) by an amount equal to 3,5% of such compensation, for the technical costs related to the supply of the Signal; and (ii) by a further amount equal to 0,5% of such compensation, for the technical costs related to the supply of additional content.

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**In support of this Bid, the following documentation is attached:**

- (a) updated Bidder’s company registration certificate issued by the local register authority;
- (b) copy of the Bidder’s last annual audited financial statement showing adequate guarantees of solvency and financial resources such as to guarantee the payments set forth in Clause 5.1 or, alternatively, a first demand bank guarantee issued by a leading banking institution in relation to the fee due per Season, without prejudice to Clause 5.2;
- (c) documentation regarding the Bidder’s experience in the distribution of audiovisual rights or in the marketing thereof;
- (d) proposed financial securities offered by the Bidder.

Any further documentation that the Bidder wishes to submit to Lega Calcio Serie A shall be attached to this Bid.

For any communication, please contact the following authorised representative of the Bidder:

First name and last name:	
Position:	
Mail address:	
Fixed phone number:	
Mobile phone number:	
Fax number:	
E-mail address:	

In case of acceptance of a Bid by Lega Calcio Serie A, the applicable License Agreement related to the Package/s indicated in this Bid will automatically enter into force within the terms and conditions provided for by the ITT and with the integral acceptance of all the provisions therein, inclusive of the License Terms contained in Clause 6, and shall therefore be immediately effective between the parties.

The Bidder undertakes to maintain a Bid as irrevocable until 15 January, 2018 or, if subsequent to that date, until the deadline set forth in Clause 5.1 without prejudice, in any case, to Clause 4.7, final paragraph.

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The Bidder acknowledges and confirms that:

- any determination regarding the acceptance of a Bid is left to the evaluation and is subject to acceptance by the competent bodies of Lega Calcio Serie A, which may take action at any time until 15 January, 2018 (or, if subsequent, until the deadline set forth in Clause 5.1 without prejudice, in any case, to Clause 4.7, last paragraph);
- Lega Calcio Serie A has the right to cancel the ITT at any time, and nothing will be due to the Bidders for any reason whatsoever; the publication of the ITT and the receipt of the Bids neither give rise to any obligation on Lega Calcio Serie A to sell to the Bidders nor confer any right to obtain any performance from Lega Calcio Serie A or from its associates, officers, employees or consultants.

Date:	
Place:	
First name, Last name:	
In its capacity of:	
Legible signature:	

This offer integrates all terms and conditions set forth in the ITT, which are referred to per relationem. Based upon art. 1341 and 1342 of the Italian Civil Code, the Bidder specifically declares to have evaluated, approved, and therefore to expressly consent to the contents of the following paragraphs of the ITT: 3.1 (Scope of Exclusivity), 3.2 (Reserved Rights), 3.3 (Reserved Rights of the Clubs and of Lega), 3.4 (Lega rights with regard to the programming of the Matches and to the format of the Competitions), 5.1 (Payment Schedule), 5.2 (Financial Security), 6.1 (License Agreement), 6.2. (Licensee’s Obligations), 6.2.2 (Minimum Broadcast Obligations), 6.2.3 (Other Licensee’s Obligations), 6.7 (Advertising), 6.8 (Territorial Protection and Anti-Piracy), 6.11. (Sub-licensing) 6.13 (Term and Termination), 8.2 (No Warranties or Representations), 8.4 (Costs and Expenses), 8.5 (Confidentiality), 8.6 (Intellectual Property), 8.7 (Amendments), 8.8 (Voidness or Voidability of Bid Provisions), 8.9 (Assignability of the License Agreement by Lega Calcio Serie A), 8.10 (Governing Law, jurisdiction and language).

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## APPENDIX 4

### SIGNAL AND ADMISSION TO THE STADIUM

This Appendix 4 describes the features and costs of the Signal, possible additions to such Signal and additional content available for the Territory's Licensees.

#### 1. Signal

- 1.1 The Matches for the Competitions (excluding the Matches of the First Qualifying Stage of Coppa Italia) are produced with a minimum configuration of 12 cameras, according to different Standards and for an indicative number of Matches of Serie A and Coppa Italia and Supercoppa Italiana as below:

<b>Standard</b>	<b>Indicative Number of Serie A Matches per Season</b>	<b>Indicative Number of Coppa Italia and Supercoppa Italiana Matches per Season</b>
Standard A (19 cameras)	38	1 (Coppa Italia Final) 1 (Supercoppa Italiana)
Standard B (16 cameras)	76	4 (Coppa Italia Semi-finals home/away)
Standard C (13 cameras)	114	4 (Coppa Italia 1/4 finals)
Standard D (12 cameras)	152	16 (Coppa Italia Round of sixteen, 4th knockout Round)
Standard E (5 cameras)	-----	6 (Coppa Italia 1st, 2nd, 3rd knockout Rounds)

The number of Matches for every Standard, as above illustrated, could be subject to a 5% (increase or decrease) variation for each Season.

- 1.2 Each Match production system, including minimum technical standards and quality and editorial criteria for each television production, is detailed in the Media Production Regulations which are published on the Lega Calcio Serie A official website. The positions of cameras as therein described may be modified for technical needs.

Production in new technological formats, as an example HDR (high dynamic range) 4K/8K technology, could be realised by Lega Calcio Serie A concurrently, in substitution or in addition to the main production, also specifically upon the request of the Licensee and prior payment by the Licensee of the related Signal access costs as detailed in the following paragraph 1.4. Similarly, "VR 360°" technology production could be made available to the requesting Licensee pending prior payment of the related technical costs.

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- 1.3 Lega Calcio Serie A guarantees that all Signals from all Matches will be available to the Licensees and Sub-licensees through delivery to the OB facilities present at the site of the Match. The Licensee shall supply to Lega Calcio Serie A appropriately in advance the list of all Sub-licensees authorised to receive the Signal. Upon request of the Licensee or Sub-licensee and prior consent of the technical distribution service designated by Lega Calcio Serie A, the Signal can be made available through satellite links (European satellite access, turnaround excluded) to specific encrypted channels or other modalities.
- 1.4 If any Matches are produced in HDR (high dynamic range) 4K/8K technology, the Licensee or Sub-licensee transmitting the related Signal will be requested to pay, in addition to the cost of accessing the Signal, a further Signal access cost to be quoted in accordance with the development of such technology, based also on production costs. In circumstances where more than one Licensee or Sub-licensee transmit or re-transmit the same 4K Match, the fee is to be shared among the number of the Licensees and/or Sub-licensees. Similarly, if any Matches are produced in "VR 360" technology, the requesting Licensee or Sub-licensee will be requested to pay an additional fee to be quoted in accordance with the development of such technology.
- 1.5 The Signal made available to the Broadcasters for the Licensed Territory includes the overlay of the official graphics determined by Lega Calcio Serie A. Should such graphics be supplied separately, the Licensee is committed to insert them according to the instructions provided by Lega Calcio Serie A.



## 2. Admission to the Stadium

2.1 Authorised individuals for each Match to which Lega Calcio Serie A will grant access in compliance with the Audiovisual production Regulation, may at its unchallengeable discretion:

(i) use a commentary position, requiring technical equipment, with the possibility of a dedicated audio channel of the Signal and live audio-video connection, pending prior payment of technical service costs related to Signal additions;	Right granted to all the requesting Licensees
(ii) perform pre-Match interviews during teams' arrival;	Right granted to a maximum of three (3) Licensees per Match
(iii) perform a pre-Match stand-up inside the dressing rooms, after filming of players' kits but before teams' arrival;	Right granted to a maximum of one (1) Licensee per Match
(iv) perform a pre-Match stand-up from the pitch	Right granted to a maximum of three (3) Licensees per Match
(v) perform live commentary from the pitch ( <i>pitch reporter</i> ) during the match, requiring technical equipment, with the possibility of a dedicated audio channel of the Signal and live audio-video connection, pending prior payment of technical service costs related to Signal additions;	Right granted to a maximum of three (3) Licensees per Match
(vi) perform post-Match interviews from the pitch ( <i>superflash</i> )	Right granted to a maximum of one (1) Licensee per Match
(vii) perform post-Match interviews from the so called "Flash Zone" dedicated to International Licensees;	Right granted to a maximum of three (3) Licensees per Match
(viii) perform post-Match interviews from the so called "Mixed Zone" and in Press Room;	Right granted to all the requesting Licensees
(ix) integrate the Match Signal through pictures from a television studio placed inside the Stadium, in a specific area placed in a dedicated area established by Lega Calcio Serie A in accordance	Right granted to a maximum of one (1) Licensee per Match

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<p>with the hosting Club, preferably with pitch view (<i>pitch view studio</i>), arranged by the Licensee at own expenses;</p>	
<p>(x) integrate the Signal through standard and optional cameras requested by the Licensee, to be placed in specific areas established by Lega Calcio Serie A in accordance with the hosting Club and upon proper authorisation that Lega Calcio Serie A may give on a case by case at its complete discretion, pending prior payment of technical service costs related to Signal additions;</p>	<p>Right granted to a maximum of three (3) Licensees per Match</p>
<p>(xi) receive a Signal with additional content, so called "Additional Content Channel" (ACC) for all Matches and a Signal inclusive of the main signal (program) and a selection of pictures of ACC for all simultaneous kick-off Matches, so called "Super Additional Content Channel" (SACC), pending prior payment of the related technical costs;</p>	<p>Right granted to all the requesting Licensees</p>
<p>(xii) receive isolated standard cameras signals (iso cam) up to a maximum of 7 (program and beauty cam included), to be used in full compliance with Editorial Guidelines issued by Lega Calcio Serie A, pending prior payment of technical service costs related to Signal additions;</p>	<p>Right granted to all Licensees present on the site of the Match with their own OB</p>
<p>(xiii) request unilateral windows before the multilateral transmission starts and after its conclusion, dedicated to interviews and/or to customised audio-video connections, for pre-Match stand-up and post-Match interviews in the "Flash Zone", pending prior payment of the related technical costs.</p>	<p>Right granted to all the requesting Licensees</p>

## INTERNATIONAL MEDIA RIGHTS



- 2.2 The Licensee must from time to time ask Lega Calcio Serie A for the relevant authorisation for admission to a Match Stadium based upon the provisions of the preceding point 2.1, and acknowledges that such authorisation will be given on a case by case basis at its complete discretion, depending upon logistical availability, the consideration under the Package, the order of submission of requests and promotional activities of the Licensees and/or Sub-licensees in each geographic area.
- 2.3 Requests by the Licensee for unilateral production services, limited to as provided in this Appendix 4, are subject to payment of the applicable standard rate card fee. Lega Calcio Serie A will use reasonable effort to make such unilateral services available to Licensees and/or Sub-licensees but gives no undertakings in this regard. The extent and availability of the services offered by Lega Calcio Serie A will be determined by Lega Calcio Serie A at the time of a request and will be dependent upon factors such as the availability and the volume and priority of similar requests.



### 3. Additional Content

- 3.1 A Licensee and Sub-Licensee shall be allowed to access the following editorial content and video format related to the Competitions, as the case may be on the basis of the awarded Package, to be aired within the relevant Licensed Territory only:

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#### **MAGAZINES**

##### ***Long-edit format designed for broadcasters available in different languages***

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Preview Magazine	<ul style="list-style-type: none"> <li>• A presentation of the Matches of the upcoming round               <ul style="list-style-type: none"> <li>– Top matches previewed</li> <li>– Top player interviews</li> <li>– News and insights</li> <li>– Art and tourism of Italy</li> </ul> </li> <li>• Number of episodes Serie A: 38</li> <li>• Number of episodes Coppa Italia and Supercoppa Italiana: 7</li> <li>• Delivery: Thursday (depending upon calendar of Matches)</li> <li>• Duration: 26 min</li> </ul>
Highlights Show	<ul style="list-style-type: none"> <li>• A recap show, available at the end of each round               <ul style="list-style-type: none"> <li>– Analysis: a tactical analysis of the top matches</li> <li>– Slo-mo: curiosities and weekly facts</li> <li>– Stats: the most relevant numbers and statistics of the Matches</li> </ul> </li> <li>• Number of episodes Serie A 38</li> <li>• Number of episodes Coppa Italia and Supercoppa Italiana: 7</li> <li>• Delivery: Tuesday (depending upon calendar of Matches)</li> <li>• Duration: 26 min</li> </ul>
Extra episodes	<ul style="list-style-type: none"> <li>• Extra episodes related to specific Matches or moments:               <ul style="list-style-type: none"> <li>– Season Preview, Mid-season Recap, End-of-season Recap</li> <li>– Special editions for specific occurrences</li> </ul> </li> <li>• Number of episodes: 4-5</li> <li>• Delivery: Thursday (depending on calendar of Matches)</li> <li>• Duration: 26 min</li> </ul>

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**MATCH PROGRAMMING**

Content designed to increase the exposure of the Matches of the Competitions, as the case may be on the basis of the awarded Package.

Live commentary	Additional audio track, embedded in the Signal, with live English commentary of the Matches
Highlights	Different Highlights formats and lengths, with English audio commentary. Specific delivery time defined for each different format, a few minutes after the end of the Match (short form highlights) or a few hours (long edit format): <ul style="list-style-type: none"> <li>• Short Highlights (90-120 sec)</li> <li>• Mid Highlights (4 min)</li> <li>• Long Highlights (10 min)</li> </ul>
Promo	Content that allows for promotion of Matches programming during the week: <ul style="list-style-type: none"> <li>• Trailers, one for each match</li> <li>• Number of content: 406 (one for each Match)</li> <li>• Duration: 15-30 sec</li> <li>• Delivery: 10-14 days before the Match</li> </ul>

**4. Economics**

The access to the Signal fee for all the Matches, including the technical cost for distribution (access to the European satellite, turnaround excluded), and access fee to the Additional Content, due by each Licensee and Sub-Licensee, shall incur an additional percentage of the value of each Package as shown in the table below:

Access to the Signal fee for all the Matches, including the technical cost for distribution	3,5%
Access fee to the Additional Content	0,5%