

# INVITATION TO TENDER

## SPORTS BETTING AND DATA PACKAGES

**SPORT SEASONS**  
2021/2022, 2022/2023, 2023/2024

**Date of issue:** 7 July 2021

**Deadline for submission of Bids :**

10:00 a.m. C.E.S.T., 22 July 2021

*This document contains an English courtesy translation of the Invitation to Tender issued by 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, as applicable):

**Archive Footage:** 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;

**Audiovisual Products:** means the editorial products concerning the Matches of the Serie A Championship, Coppa Italia and Supercoppa Italiana, created and, where applicable depending on the composition of the various Packages, distributed by Lega Serie A to the Licensees, comprising images of Matches as well as the official graphics determined by Lega Serie A, including the logos of Lega Serie A and its sponsors as included in the Signal. Lega reserves the right to modify the Audiovisual Products' editorial content for the purpose of being exploited more effectively;

**Audiovisual Rights:** means the audiovisual rights as specified in Article 2, letter o) of the Decree, covered by the License Agreement, that is, the rights to broadcast, communicate and make available the Audiovisual Products to the public until midnight of the eighth day following the conclusion of each Match in accordance with the terms and conditions set out herein;

**Authorised User:** means a customer of a commercial entity licensed to offer products and/or services enabling legal betting activities, who has completed the registration process having accepted all the terms and conditions, who has been authorised to access coverage of Matches only upon registration by means of a log-in procedure, and who, having opened an operational account, has been enabled by the commercial entity to place regular bets using the platform pursuant to and in accordance with clause 6.2.1.

**Bid:** means the offer (including a Joint Bid) presented by a Bidder for a specific Package, submitted to Lega Serie A by way of the Bid Letter, together with the supporting information and documentation requested by this ITT. Any Bid submitted is binding and irrevocable until 11 October 2021, without prejudice, in any case, to the provision of clause 4.7, last paragraph;

**Bid Letter:** means the pro-forma document set out in Appendix 2 requesting specific information in respect of a Bidder and which must be completed as part of a Bid;

**Bidder:** means a Broadcaster, an Intermediary or (in the case of a Joint Bid) a Consortium, or other entity having the necessary requirements, that submits one or more Bids for one or more Packages. Bidders can be of whatever nationality;

**Broadcaster:** means a party that is authorised to transmit and distribute audiovisual content using one or more Platforms;

**C.E.T.:** 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;

**Club:** means each sport organisation taking part in the Serie A Championship or Coppa Italia or Supercoppa Italiana in each, and only in each, Football Season in which such sport organisation takes part even only in one of the above mentioned Competitions;

**Club(s) Official Digital Channels:** means the Club(s) official digital services and/or products identified by their own official marks, to date: website, web tv and/or mobile application, referred to the Club(s) sport and/or institutional and/or corporate activity;

**Competition(s):** means the Serie A Championship, Coppa Italia and Supercoppa Italiana;

**Consortium:** means any two or more Bidders that make a Joint Bid;

**Coppa Italia:** means the cup competition organised and played in each Season, as described in clause 1.4;

**Correlated Images:** 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;

**Data:** means the Match Data and the Football Virtual Coach Data;

**Decree:** means the Italian decree governing the centralised sales of sports audiovisual rights, i.e., legislative decree No. 9 of 9 January 2008, implementing Italian enabling law No. 106 of 19 July 2007 and subsequent modifications currently in force;

**Football Season** or **Season:** means the period usually running, in accordance with the applicable sports regulations, from 1 July until 30 June of the following calendar year;

**Football Virtual Coach:** means the real-time analysis system of the video-tracking data, as illustrated in Appendix 5;

**Football Virtual Coach Data:** means the metadata and indicators, relating to the Matches of the Serie A Championship, processed by the Football Virtual Coach system in real time during the course of the Matches starting from tracking data, having the minimum content detailed in Appendix 5;

**Free Broadcast:** means an unencrypted system of communication to the public of any content that is accessible by all viewers free of charge;

**Group:** means the group of companies controlled, directly or indirectly, by the same company, organisation or person pursuant to Article 2359, paragraph 1, of the Italian Civil Code;

**Guidelines:** means the guidelines for the centralised sale of Audiovisual Rights for Football Seasons 2021/2022, 2022/2023 and 2023/2024, as approved by the Italian Communications Authority (AGCOM) with its resolution No. 26/20/CONS of 27 January 2020 and by the Italian Competition Authority (AGCM) with its resolution of 21 January 2020 and published on the Lega Serie A's website;

**Highlights:** means footage of a Match's most significant moments, up to a maximum length of 3 minutes, including freeze-frames, slow-motion frames, instant replays and any other permissible frames or animated Match action processing that may be used according to the limits and conditions of this ITT;

**Intermediary:** means any organisation which carries out intermediation activity in the international market of sports audiovisual rights;

**Internet Platform:** means the system for the transmission through the public internet (open IP net) of audiovisual images to be received on personal computers, mobile devices or TV with or without the need for equipment or receiving software other than those generally available and technologically established;

**Interviews:** means the interviews of football players, coaches and company managers of the Clubs, to be made in accordance with the provisions of the Media Production Regulations;

**IPTV Platform:** means the system for the transmission through broadband connection on closed IP networks of audiovisual images to be received on television sets enabled for this purpose, by way of example through set-top boxes or decoders connected with the distribution system managed by the Broadcaster (usually, but not necessarily, based on a subscription model) or distribution through app;

**Italian Territory:** means the territory including Italy, San Marino Republic and the Vatican City;

**ITT:** means this Invitation to Tender;

**Joint Bid:** means a Bid submitted by a Consortium;

**Lega Serie A's Assembly:** means the assembly of the Lega Serie A, as convened and governed pursuant to the Lega Serie A's statutes and regulations;

**Lega Serie A's Official Digital Channels:** means the Lega Serie A's official digital services and/or products identified by its own official marks, to date: website, web tv and/or mobile application, referred to the activity of Serie A and/or of its associated Clubs;

**Licensee:** means any Bidder, either Broadcaster, Intermediary, Consortium or other entity having the necessary requirements, whose Bid is accepted by Lega Serie A;

**License Agreement:** means the agreement governing the terms and conditions of the time-limited license that the awarded Bidder(s) will enter into with Lega Serie A in respect of the applicable Package(s) contained in this ITT, as specified in clause 6.1 of this ITT;

**Licensed Territory:** means the territory in which the Licensee is entitled to exploit the Rights included in its awarded Package, as indicated in the single Packages;

**Match:** means any match of the Competitions;

**Match Data:** means the data referring to Events, Competitions, Clubs and players such as metadata, data flows and statistics processed centrally by Lega Serie A, and having the minimum content detailed in Appendix 4;

**Match Day:** 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 consist of four Match Days;

**Media Production Regulations:** means the regulations drafted by Lega Serie A and published on its official website, as possibly modified Football Season by Football Season by Lega 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;

**Mobile Platform:** means the system for the transmission in unicast (PtoP) modality through GSM, GPRS/EDGE, UMTS/HSDPA or LTE standards (and their specific evolutions) of audiovisual images to be received on devices connected with mobile communication networks;

**Official Digital Accounts:** means any official section/account of Lega Serie A and/or Clubs identified by their respective official marks on any digital platforms including: i) any online interactive digital platforms owned by third parties (including Facebook, Instagram, Twitter, Tik Tok and Snapchat) allowing users to create, publish, share, exchange and/or display information, communications and content (comprised of audiovisual content) in virtual communities and networks, ii) any other similar digital platforms owned by third parties including any platforms sharing user-generated content, any video-sharing platforms (e.g. YouTube) and any live streaming video platforms (e.g. Dugout, Facebook, Periscope);

**Official Thematic Channel:** means a Club's or Lega Serie A's channel constituted by a totality of original audiovisual programs lasting no less than eight hours weekly mainly referred to the Club's and/or Lega Serie A's sport and/or institutional and/or corporate activity, identified by the respective own marks, distributed over any distribution platforms and transmitted on any means of communication by way of a Free Broadcast or Pay Broadcast;

**OTT (Over The Top):** means a broadcast system by which audiovisual 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, whose Broadcaster controls the distribution of the content;

**Packages:** means, the packages listed in clause 2 and described in detail in Appendix 1;

**Pay Broadcast:** means a communication to the public of any content which is made available to a viewer upon payment of a fee or a charge, including upon individual demand (such as, by way of example, pay television, pay-per view and video-on-demand systems and their future evolutions);

**Platform:** means any media system needed for the broadcasting, the transmission and the reception of contents in any territory other than the Italian Territory;

**Rights:** means the Audiovisual Rights and/or any other rights on offer included in the various Packages, as detailed in the following clause 2;

**Round:** means (i) a round of Matches of the Serie A Championship, which will be identified as such in the schedule published by Lega 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 schedule issued by Lega Serie A;

**Serie A Championship:** means the Lega Serie A competition, the top division of professional football in Italy, as described in clause 1.3;

**Signal:** means the international audiovisual signal containing the images and sound captured by cameras filming the Matches without any commercial signs except for marks and/or logos of the Title sponsor, the International/Regional Presenting sponsors, the Official Time Keeper sponsor, the Data sponsor and the Technology Partners of Lega Serie A, without any prejudice to clause 7.3 of this ITT;

**Slot:** means the kick off time predetermined by Lega Serie A;

**Sports Betting:** means the activity, authorised pursuant to the applicable provisions of law, of wagering a sum of money on the random outcome of a Match or other future and uncertain event related to a Match or another branch of sport;





**Sub-licensee:** means any person or organisation to whom the Licensee grants its Rights, in whole or in part, through Sub-license Agreement, within the limits and in strict compliance with this ITT, the License Agreement and any applicable domestic, EU or international regulations;

**Sub-license Agreement:** 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 conditions imposed by Lega Serie A on the Licensee in compliance with this ITT;

**Supercoppa Italiana:** means the Supercoppa Italiana or the different name of the competition between the Club winner of the Serie A Championship and the Club winner of the Coppa Italia, for the Seasons 2021/2022, 2022/2023 and 2023/2024 as described in clause 1.4;

**Term:** means the duration of the License Agreement, specified in clause 6.5 below;

**Territory:** means the territory, in relation to which a Bid may be submitted by a Bidder, as indicated in the single Packages;

**Virtual Advertising:** 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 the Decree, Lega Nazionale Professionisti Serie A, a private association whose place of business is at Via I. Rosellini n. 4, Milan ("Lega Serie A" or "Lega") issues this ITT regarding the licensing of Audiovisual Rights and Data for the Sports Betting sector in the Territory, in respect of the Competitions during the Seasons 2021/2022, 2022/2023 and 2023/2024. This ITT is issued in compliance with the Guidelines, where applicable. Within this ITT, Lega Serie A invites to submit Bids for Packages for the sale and use of Match Data, Football Virtual Coach Data within the Sports Betting sector and the media sector, as well as for a Package including the right to sell to third parties a set of rights comprising the status of sponsor of Lega Serie A Data (LNPA Data Sponsorship Package), as described in detail in clause 2.1 of this ITT and in the Appendices.

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 10:00 a.m. C.E.T., 22 July 2021.

Lega Serie A reserves the right to postpone the above-mentioned deadline by publishing an announcement on its official website no later than 48 hours prior to the lapse of the above mentioned deadline.

### 1.2 Lega Nazionale Professionisti Serie A

Lega Serie A is a private association grouping together Clubs affiliated with the Federazione Italiana Giuoco Calcio ("FIGC") and participating in the Serie A Championship. Lega 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, Primavera 1 Championship and its potential further evolutions, Coppa Italia Primavera, Supercoppa Primavera.

With reference to these competitions, Lega Serie A decides the schedules, dates and times.

Bidders acknowledge and accept that the period in which the Competitions take place and the Competitions' systems and formats may be subject to changes in relation to legislative or regulatory provisions, even of extraordinary nature, issued by the competent Governmental or Sport Authorities and that, in application of the following clause 5.1, such changes (including, without limitation to the above and as an example, the suspension of the Competitions for health reasons or their being played behind closed doors or in times or modalities of distribution of Rounds and Matches different from the ordinary) shall not constitute grounds or title whatsoever for any reductions or modifications of the consideration.

### 1.3 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 June of the following year, without prejudice to provisions of the competent bodies applicable each time. 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 2021/2022, 2022/2023 and 2023/2024 are, in principle, 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 8:45 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 8:45 p.m. C.E.T.,
- h) Monday at 8:45 p.m. C.E.T.

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

	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
<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>8.45 p.m.</b>	1 Match					1 Match	1 Match

Lega Serie A has the right to schedule midweek 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 in accordance with the so-called FIFA windows or to make variations to Rounds where necessary due to international competitions such as, for example, the FIFA World Cup.

In case of midweek Rounds, the Matches are allocated per Slot as follows:

	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
<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			
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\* One Match can be scheduled alternatively on Tuesday or on Thursday at 7:00 p.m. C.E.T.

With reference to each Season's Rounds, Lega Serie A may modify, providing notice on its official website, the Slots in accordance with the following playing schedule:

- a) Saturday at 6:00 p.m. C.E.T.,
- b) Saturday at 8:45 p.m. C.E.T.,
- c) Sunday at 6:00 p.m. C.E.T.,
- d) Sunday at 8:45 p.m. C.E.T.
- e) Friday at 8:45 p.m. C.E.T. or, alternatively, Monday at 8:45 p.m. C.E.T.

	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>	<b>Mon</b>
<b>6.00 p.m.</b>		1 <sup>st</sup> Slot	3 <sup>rd</sup> Slot	
<b>8.45 p.m.</b>	Slot e) alternative to Monday Slot	2 <sup>nd</sup> Slot	4 <sup>th</sup> Slot	Slot e) alternative to Friday Slot

In any case, at the beginning of each Football Season, Lega Serie A may modify the Slots, providing notice on its official website at least 30 days before the beginning of the Competitions, by adding i) a further Slot on Sunday at 12:30 p.m. C.E.T., ii) a further Slot on Saturday at 3 p.m. C.E.T., iii) a further Slot on Saturday at 6 p.m. C.E.T., ensuring, however, that in each Round of Matches, the number of single Slots is not lower than 6 (six), except for midweek rounds.

In principle, all Matches of the final Round of each Football Season are expected to be played at the same time (8:45 p.m. C.E.T.) on Sunday. Alternatively, such Matches may be played in multiple blocks being in any case granted that Clubs with equal sports objectives will play in the same block.

## 1.4 Coppa Italia and Supercoppa Italiana

The Coppa Italia and Supercoppa Italiana are organised by Lega Serie A.

Without prejudice to any changes decided by Lega Serie A's competent bodies as provided under clause 3.4 below, starting from Football Season 2021/2022 40 Clubs participate in the Coppa Italia: 20 are from the Serie A Championship, 16 from the Serie B Championship and 4 are determined by the preliminary round as described in the following paragraph.

In order to compose the table of the 40 Clubs participating in the Coppa Italia, 36 Clubs are directly qualified while the remaining 4 Clubs are the winners of a preliminary knockout round in which the 4 Clubs newly promoted from Serie C to Serie B Championship will host 4 Serie C Clubs determined by the criteria set out in the Regulation governing the Coppa Italia.

The first eight Clubs in the ranking, namely "seeded teams", enter the table only from the round of sixteen, being the n. 1 in the table the Club winner of the Coppa Italia and the n. 2 the Club winner of the Serie A Championship in the preceding Season. In case the same Club is the winner of both the Serie A Championship

and the Coppa Italia, position n. 2 in the table is assigned to the second-ranked Club in the Serie A Championship of the preceding Season.

Without prejudice to the previous paragraph, positions in the table are assigned according to the ranking order of the Championship of the preceding Season - being specified that such Clubs shall not play against each other and have the right to play the single Match at home in the Round of Sixteen - and also determine the possible Quarter-finals Match to be played at home and the playing order of the Semi-finals.

The remaining 12 Clubs of the Serie A Championship of the current Season and the 3 Clubs relegated from the Serie A Championship according to the Championship's ranking order and the Club loser of the play-offs' final match for promotion to the Serie A Championship of the current Season enter the Competition's table starting from the 1st knockout Round. Table positions are assigned according to the ranking order of the Championship of the preceding Season, being specified that such Clubs shall not play against each other and have the right to play the single Match at home and that the 4 Clubs as per letter d. of the ranking set out in the Regulation governing the Coppa Italia shall be assigned positions n. 21, 22, 23 and 24.

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 on a neutral ground.

Coppa Italia Matches generally 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 teams' matches take place. During the Serie A and Serie B Championships, the Coppa Italia's Matches are carried out in midweek rounds or, exceptionally, in the weekends, with the possibility to spread the Matches of the same Round across different dates.

The Regulation governing the Coppa Italia for the Football Seasons 2021/2022, 2022/2023 and 2023/2024 is published by official notice on Lega Serie A's website.

Without prejudice to changes that may possibly be decided by Lega Serie A's competent bodies, the structure of Coppa Italia starting from Football Season 2021/2022 can be summarised in more detail as follows:

Round	Clubs	Matches
Preliminary Round	8 (4 Serie B, 4 Serie C)	4 (knockout)
1 <sup>st</sup> knockout Round	32 (12 Serie A, 16 Serie B, 4 winners preliminary Round)	16 (knockout)
2 <sup>nd</sup> knockout Round	16 (winners 1 <sup>st</sup> knockout Round)	8 (knockout)
Round of Sixteen	16 (8 winners 2 <sup>nd</sup> knockout Round + 8 Serie A "seeded teams")	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)

The Supercoppa Italiana is a single match, usually played on a neutral ground, unless otherwise determined, between the winner of the Serie A Championship and the winner of the Coppa Italia which may be played in the Italian territory or in a foreign country, at Lega Serie A's discretion.

## 1.5 The Centralised Sale of Rights

The centralised sale of the Rights made pursuant to this ITT concerns valuable Competitions 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

Lega 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 development of the Italian football's potential in order to ensure its visibility in the international market.

## 2. THE PACKAGES

### 2.1 List of Packages

Lega 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 Football Season 2021/2022:

- Package A.: International Sports Betting Package (Audiovisual Rights and Match Data): all countries and territories in the world with the exception of the Italian Territory;
- Package B.: Sports Betting Package Italy (Match Data): Italian Territory;
- Package C.: Media Data Package: all countries and territories in the world;
- Package D.: Football Virtual Coach Data Package: all countries and territories in the world;
- Package E.: LNPA Data Sponsorship Package: all countries and territories in the world;
- Package F.: Sports Betting Package, consisting of the combination of Packages A. and B.: the territories covered by Packages A. and B. and therefore with reference to:
  - Audiovisual Rights: all countries and territories in the world with the exception of the Italian Territory;
  - Match Data: all countries and territories in the world;
- Package G.: Sports Betting Plus Package, consisting of the combination of Packages A., B., C., D. and E.: the territories referred to in Packages A., B., C., D. and E. and therefore all the countries and territories of the world, with the exception of the Rights referred to in Package A. which does not include the Italian Territory.

Without prejudice to clauses 1.3, 1.4 and 3.1 of this ITT, the Packages relate to the Matches of the Competitions and consist of the following Rights to be exploited in the Licensed Territory(ies) only, (as further described in detail for each Package in Appendix 1):

- Package A.: International Sports Betting Package (Audiovisual Rights and Match Data):

- With respect to Audiovisual Rights: the exclusive right to broadcast and/or sub-license the live and full broadcasting of all Matches in any Round of the Competitions, solely for the purposes of carrying out commercial activities in the Sports Betting sector, according to the legislation applicable in each Licensed Territory;
- With respect to Match Data: the exclusive right to directly use and/or sub-license in the Licensed Territories the Match Data solely for the purposes of carrying out commercial activities in the Sports Betting sector, according to the legislation applicable in each Licensed Territory, and the further rights provided for in Appendix 3, point 2, to be exercised in the way and within the limits described therein;
- Package B. Sports Betting Italy (Match Data): the exclusive right to directly use and/or sub-license in the Italian Territory the Match Data, solely for the purpose of carrying out commercial activities in the Sports Betting sector, according to the applicable legislation, and the further rights provided for in Appendix 3, point 2, to be exercised in the way and within the limits described therein;
- Package C. Media Data: the exclusive right, subject to the limits set out in Appendix 1, to directly use and/or sub-license in the Licensed Territories the Match Data to one or more media operators solely for the purposes of editorial activities in any case not related to commercial activities in the Sports Betting sector;
- Package D. Football Virtual Coach Data: the non-exclusive right to directly use and/or sub-license in the Licensed Territories the Football Virtual Coach Data to one or more media operators solely for the purposes of editorial activities and/or to operators engaged in commercial activities in the Sports Betting sector;
- Package E. LNPA Data Sponsorship Package: the co-exclusive right with the Lega to sell to third parties a set of rights including the status of sponsor of Lega Serie A Data;
- Package F. Sports Betting: the combination of Packages A. and B.;
- Package G. Sports Betting Plus: the combination of Packages A., B., C., D. and E.

## 3. EXCLUSIVITY AND RESERVED RIGHTS

### 3.1 Scope of Exclusivity

Except as otherwise provided by any applicable law or by the clauses and conditions of this ITT (in particular by clauses 2, 3 and by Appendix 1 of this ITT), Lega 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.

## 3.2 Reserved Rights

The Rights granted to a Licensee as part of a Package are exclusively the ones provided in the description of that specific Package. Any rights not expressly included as part of a Package shall be reserved by Lega Serie A and may be exploited without restrictions either by Lega Serie A itself or by third parties, as other licensees of Lega Serie A

## 3.3 Reserved Rights of the Clubs and of Lega

A Bidder's attention is specifically drawn to the rights reserved to Lega Serie A and to the Clubs, amongst others, as set out below. The Rights are subject to, and must be considered taking into account, these reservations. Licensees acknowledge and accept for all purposes that the rights reserved to Clubs and Lega as set out in this clause 3.3 are a limitation to the licensed Rights without the Licensee being entitled to any claims against Lega and/or the Clubs

### 3.3.1 Clubs Rights

- a) The Clubs own, in accordance with the Decree, 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.
- b) 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.
- c) 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 Digital Channels, no sooner than 3 hours from the end of the applicable Match or no sooner than 11:30 p.m. C.E.T. in relation to the Matches starting after 3 p.m. C.E.T.
- d) Clubs are allowed to film and transmit through their own Official Digital Accounts, by way of Free Broadcast, on a live and near-live basis, before the Match: (i) images from inside of the stadium including the competition area and the reserved areas from 90 minutes prior to kick-off until 60 minutes prior to kick-off; (ii) images of the competition area and other areas of the stadium from 60 minutes prior to kick-off until 10 minutes prior to kick-off, provided however that in relation to the images of other areas of the stadium, this is allowed only in the form of clips up to a maximum length of one minute each, for a maximum of 5 clips. In case of special initiatives carried out on the pitch (for example award ceremonies, announcements, artistic exhibitions), Lega Serie A may authorise the transmission of such images until 5 minutes prior to kick-off of the Match.
- e) Clubs are allowed to transmit, by way of Free Broadcast, the following content through their own Official Digital Accounts (except for the ones on YouTube): Highlights up to a maximum length of 90 seconds for each Match played by such Clubs (home and away Match) from 12:00 p.m. C.E.T. of the day after such Match has been played.



- f) Clubs are allowed to transmit, by means of Free Broadcast, the following content through their own official YouTube channel: Highlights and Correlated Images for each Match played by such Clubs (home and away Match) from 1 hour after the end of the applicable Match.

### 3.3.2 Lega Serie A Rights

Lega Serie A may:

- (i) exploit only Highlights and Correlated Images of the Matches of the Competitions through its Official Thematic Channel no sooner than 24 hours from the end of the applicable Match;
- (ii) transmit Highlights and Correlated Images of the Matches of the Competitions through its own Official Digital Channels no sooner than 3 hours from the end of the applicable Match or no sooner than 11:30 p.m. C.E.T. in relation to Matches starting after 3 p.m. C.E.T.;
- (iii) film and transmit through its own Official Digital Accounts, by way of Free Broadcast, on a live and near-live basis, before the Match: (i) images from inside of the stadium including the competition area and the reserved areas from 90 minutes prior to kick-off until 60 minutes prior to kick-off; (ii) images of the competition area and other areas of the stadium from 60 minutes prior to kick-off until 10 minutes prior to kick-off, provided however that, in relation to images of other areas of the stadium, this is allowed only in the form of clips up to a maximum length of one minute each, for a maximum of 5 clips. In case of special initiatives carried out on the pitch (for example award ceremonies, announcements, artistic exhibitions), Lega Serie A may transmit such images until 5 minutes prior to kick-off of the Match;
- (iv) transmit, by way of Free Broadcast, Highlights of a maximum duration of 60 seconds for each Match and/or 90 seconds if related to multiple Matches through its own Official Digital Accounts (except for the ones on YouTube) from 12:00 p.m. C.E.T. of the day after such Match/es has/have been played;
- (v) transmit, by way of Free Broadcast, Highlights and Correlated Images of each Match through its own official YouTube channel from 1 hour after the end of the applicable Match;
- (vi) 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 4 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 part (i) of this clause;
- (vii) authorise Lega Serie A's official sponsors to use Highlights up to a maximum length of 90 seconds comprised of images of all goals of the Round (but not images of individual Matches) through their own digital platforms from 48 hours after the end of the relevant Round, until midnight of the eighth day following the conclusion of the Matches.
- (viii) use the Data as part of its editorial activity on its Official Thematic Channel, Official Digital Channels and Official Digital Accounts.

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

Without prejudice to clauses 1.2, 1.3 and 1.4 in relation to the Serie A Championship, the Coppa Italia and the Supercoppa Italiana and notwithstanding any provision of this ITT, all Bidders expressly 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 Serie A, and therefore expressly acknowledge and accept that:

- (a) Lega 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 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 Serie A shall include, amongst others, the right to (i) make justified 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) add, for some Rounds, a further Slot on Saturday to those usually set out;
- (b) Lega Serie A reserves the right, without prejudice to the following clause 6.10 (iii), to make changes to the rules governing the participation in the Competitions (such as, by way of example and without limitation, the number of participating teams, the number of teams relegated from/promoted to the Serie A Championship to/from the Italian Serie B Championship) and/or to the Competitions' systems (such as, by way of example and without limitation, the format of the Competitions) and, consequently, to the total number of Matches to be played; and
- (c) Lega Serie A reserves the right to make changes to the rules governing the participation, the number of participating teams and the format of the Coppa Italia and of the Supercoppa Italiana.

Under no circumstances the 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 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 Targets

Through the tender process provided under this ITT, Lega Serie A intends to award the Rights as described in clause 2 above (and in Appendix 1 to this ITT) for the exploitation in the Licensed Territory(ies) on the terms and conditions set out in this ITT.

## 4.2 Eligible Bidders

A Bidder must satisfy the following requirements to submit a Bid within this tender procedure for the award of one or more Packages:

- (i) have proven capacity and experience in the exploitation (or, in the case of an Intermediary, distribution and/or sale) of the Rights and a dedicated structure and own management with consolidated experience in the exploitation of the Rights, or in the case of an Intermediary, have an extensive network of well-established business relationships;
- (ii) have a company and organisational structure as well as sufficient means to support the activities deriving from the award and to pursue an optimal marketing of the Rights, oriented towards a widespread presence in the Licensed Territories;
- (iii) be in possession of adequate security in respect of their solvency and ability to ensure the exact fulfillment of the payment obligations deriving from the award of Rights, providing proof thereof as provided for in the Bid Letter as of Appendix 2;
- (iv) should any litigation be pending between the Bidder, or a company belonging to the same Group of the Bidder, and Lega Serie A in relation to late payment or non-payment of fees provided for under any media rights licensing agreements entered into according to previous competitive bidding procedures, a Bid will be admissible only if a first-demand bank guarantee is provided by the Bidder for the payment of any amount accrued and not yet paid.

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 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, each with regard to its own 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 among the members of the Consortium. Each of the members of a successful Consortium is jointly and severally liable to Lega Serie A in respect of the obligations which each of the other members of the Consortium assumes towards Lega Serie A. Joint Bids from Consortia will not be admitted if a member of such Consortia is a Bidder, or belongs to the same Group as a Bidder. In such a case, Lega Serie A may exclude both the Consortium and the Bidder which is, or belongs to the same Group as, a member of the Consortium. Consortium shall include in its Joint Bid a description of the Group each of its member belongs to. Lega Serie A reserves the right to request any information or additional documents deemed useful in order to verify the absence of the cause of ineligibility provided for by this clause 4.3.

## 4.4 Admissible Bids

4.4.1 Each Bidder may submit a bid for one or more Packages as set out in the Bid Letter of Appendix 2 and shall specify, for each of them, the relevant consideration offered.

4.4.2 Bidders are entitled to submit Bids for:

- one or more of the following Packages: A., B., C., D. and E.;
- and/or for Package F. which, if awarded, would prevent the award of Packages A. and B. that are included in it;
- and/or for Package G. which, if awarded, would prevent the award of Packages A., B., C., D., E. and F. that are included in it.

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.

## 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 2), together with all documents necessary to demonstrate fulfillment 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 and/or any other similar tax on sales (e.g. withholding tax), if any, and shall be deemed the actual net amount that Lega 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. All payments to Lega Serie A and/or to the Clubs, on the basis of Lega Serie A's indications from time to time, shall be grossed-up accordingly where necessary to ensure full receipt by Lega Serie A and/or the Clubs 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 must be submitted by hand in a closed and sealed envelope addressed to the registered office of Lega Serie A in Milan, Via Ippolito Rosellini n. 4, from 19 July 2021 until and no later than 10:00 a.m. C.E.T. on 22 July 2021. The envelope shall clearly bear the words: "Offerta di acquisizione Pacchetti Scosse Sportive e Dati Lega Serie A" or the comparable wording in English, "Lega Serie A Betting Rights and Data Packages acquisition bid". Lega Serie A shall acknowledge and confirm the date and time of receipt of its Bid to a Bidder by a written receipt. Envelopes containing the Bids are stored and guarded, as they are received, by Lega Serie A in its safe until their opening.

Alternatively, 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 19 July 2021 until and no later than 10:00 a.m. C.E.T. on 22 July 2021. 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 will be inaccessible to Lega Serie A and to its representatives. The content of the documents will not be accessible by Lega 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 on the platform and available at <http://legaseriea.acquistitelematici.it>.

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

Moreover, Lega 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 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 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 the working day following the deadline for submission of Bids, Lega Serie A's Chief Executive Officer or, in case of his impediment, the President or General Manager - if appointed - or a manager of Lega Serie A appointed for that purpose, in the presence of an Italian notary public, will open the Bid envelopes and will insert the private encryption key as specified in clause 4.5 (together known as the "Opening"). Only Lega Serie A's and the Clubs' managers, collaborators 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 of Bids received. Lega Serie A 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 4 (four) days following the end of the first stage, Lega 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 will be allowed to participate in such Assembly.

The Lega Serie A's Assembly shall:

- A) admit those Bids that fulfill 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 Bids based on the following (non-exhaustive) criteria:
- (i) consideration offered for each Package selected in the Bid;
  - (ii) financial standing and ability of the Bidder to fulfill its obligations under the ITT, as detailed in clause 5.2 and in the Bid Letter in Appendix 2;
  - (iii) capacity and experience requirements referred to in clause 4.2.

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

For the avoidance of doubt, Lega 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 one of the Packages, of which one Bid offering a consideration of X million euros with a guarantee, and the second Bid offering a consideration of X+Y million euros with no guarantee, Lega will be free to accept the first Bid. In other words, Lega Serie A shall be free, in its absolute and sole discretion, to select the Bidder(s) which most successfully fulfill the criteria and requirements above. Lega reserves the right to strike a balance between revenue generation and brand and promotional enhancement both in the short and long term with respect to each of the Packages on the basis of all documentation submitted by each Bidder.

Lega Serie A, before awarding the Packages, may request clarification and/or additional information 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 Serie A and sent to Lega Serie A's address and/or to the e-mail address [legaseriea@legalmail.it](mailto:legaseriea@legalmail.it). Such clarification and/or additional information is aimed at providing Lega Serie A with useful elements with which to assess a Bid, even for the purpose of the participation in private negotiations, but will not, under any circumstance, affect the provisions of this ITT, nor, should Packages be awarded, the respective License Agreement.

Given that this ITT is not setting a "total minimum price", Article 36 bis of the Guidelines is not applicable hereto. Accordingly, should the Assembly of Lega Serie A not receive any Bids in respect of a Package or deem one or more Bids not satisfactory, Lega Serie A will be entitled to 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 Serie A within 30 (thirty) days from the date set for the opening of the Bid envelopes.

## 4.7 Private Negotiations

Should Lega Serie A not award 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, without prejudice to the right to modify the non-awarded Package and to the right to create new Packages. 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 will be revocable by the same Bidders, even before the deadline set forth 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 same Package for which it submitted a Bid.

Moreover:

- (i) Bidders that have submitted Bid(s) for Package F. may participate also in private negotiations related to Packages A. and B.;
- (ii) Bidders that have submitted Bids for Package G. may participate also in private negotiations related to all the other Packages.

Any changes made by the Lega 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, according to the principles laid down above.

In case of private negotiations, the competitive proceedings in respect of each Package will be concluded with the acceptance by the Assembly of Lega 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 Serie A shall publish the conclusion and outcome of the private negotiations on its official website, at the latest on 11 October 2021 (save for any extension under this ITT).

Should Lega 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 10 November 2021, 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. This is without prejudice to the entitlement for Lega Serie A, for each of the abovementioned cases, to not award as provided for by art. 36 of the Guidelines.



## 4.8 Award of the Packages

After the evaluation of the received Bids, Lega Serie A, either at the end of the opening round of the competitive procedure or at the end of the private negotiations, if conducted, draws up a ranking.

Lega Serie A shall then award the Package(s) to the Licensee(s) selected from all Bidders pursuant to the procedure specified in the previous clauses, as well as the Private Negotiation provided in the previous clause 4.7, i.e. to the Bidder(s) resulted first in the ranking.

The awarding shall be subject to the condition precedent of the exact fulfilment by the selected Licensee, of the obligation to pay the security deposit under Clause 5.1 (i) and to provide financial securities under Clause 5.2 within and no later than 14 working days from the communication of the conditioned award.

Should the condition above not be fulfilled, Lega Serie A shall be entitled to accept the second ranked Bid; again subject to the condition precedent referred to in the preceding paragraph. Should, once again, the condition above not be fulfilled within the deadline, the ranking list will be scrolled and Lega Serie A shall be entitled to accept the next best Bid in the ranking, applying the above procedure *mutatis mutandis*.

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

The License Agreement as in clause 6 is entered into automatically once Lega 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 to Lega Serie A and/or to its associated Clubs having such right, on the basis of the instructions given by Lega Serie A from time to time, the applicable consideration in advance instalments in accordance with the following schedule:

- (i) for the 2021/2022 Season: an amount equal to 5% (five per cent) of the total consideration for the Season as security deposit by no later than 14 (fourteen) working days following the communication of the conditioned awarding; such amount will accrue as partial payment of the consideration when the awarding becomes effective. The remaining amount in 6 (six) anticipated bi-monthly instalments of equal and consistent amounts due respectively on 1 July 2021, 1 September 2021, 1 November 2021, 2 January 2022, 1 March 2022 and 1 May 2022, it being understood that if one of the aforementioned bi-monthly instalments has already accrued at the time of the award, it will be paid on the same due date as the 5% security deposit, i.e. within 14 (fourteen) working days from the communication of the conditional awarding;
- (ii) for the 2022/2023 Season: 6 (six) anticipated bi-monthly instalments of equal and consistent amounts due respectively on 1 July 2022, 1 September 2022, 1 November 2022, 2 January 2023,



1 March 2023 and 1 May 2023; and

- (iii) for the 2023/2024 Season: 6 (six) anticipated bi-monthly instalments of equal and consistent amounts due respectively on 1 July 2023, 1 September 2023, 1 November 2023, 2 January 2024, 1 March 2024 and 1 May 2024.

Payments are deemed effective and shall release a Licensee from its applicable payment obligation solely and exclusively (i) 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 Serie A or (ii) if made by bank transfer, by the due date, and when credited to the bank accounts of its associated Clubs, on the basis of what indicated each time by Lega 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 and of the technical costs for access to the Signal and/or the provision of the Data in respect to the due date shall result (without the need for notice) in the accrual of interest in favour of Lega 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 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, including the technical costs for the access to the Signal and/or the provision of the Data, 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 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 - also including technical costs for the access to the Signal and/or the provision of the Data - due to Lega 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 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 awarded Package.

## 5.2 Financial Security

Bidders shall provide within their Bid or may, upon the request of Lega Serie A at the time of and as a condition of the award of a Package and the continuous enjoyment of the acquired Rights, be required to provide satisfactory evidence of their financial standing, as provided under clause 4.2 (iii) of this ITT, within 14 working 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 entitles Lega Serie A to decide at its unfettered discretion, not to award a Package to the Bidder, or to terminate the License Agreement, if already executed, with immediate effect, without any liability of Lega Serie A whatsoever. In addition, Lega may request, at any time during the Term, guarantees on a rolling basis, as,

by way of example, 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 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.

Lega Serie A may request to formalize the License Agreement in a specific and distinct document acknowledging the license terms and conditions.

The Licensee shall act under its own liability, without direct or indirect involvement of Lega Serie A in any respect. In particular, the Licensee, in exploiting its Rights and, as the case may be in its role of Intermediary, in its distribution and/or sale activities, shall comply with all provisions of this ITT, the applicable regulations and any further applicable legislation, which may be applicable territory by territory, assuming exclusive liability in case of its violation.

In no case will Lega Serie A and/or the Clubs be held responsible for the activities pursued by the Licensee and/or, if applicable, by Sub-licensee. The Licensee therefore accepts and agrees that it will indemnify and hold Lega Serie A and the Clubs harmless from and against any and all third party, including, if applicable, Sub-licensee(s) 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, also on its sub-licensees' behalf, to exercise the Rights always in accordance and compliance with:

- (i) this ITT and the Media Production Regulations for the Serie A Championship, Coppa Italia and Supercoppa Italiana;
- (ii) the applicable national and international laws, with particular reference to all present and future legislations, whether regional, national, of the European Union or international, governing access to and licensing of Sports Betting activities in each Licensed Territory, 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 relating to the relationship between football clubs and press services, 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 Serie A, Italian Football Federation, CONI) and international (UEFA and FIFA) sports bodies; and

- (iii) the reasonable instructions Lega Serie A, as the organiser of the Competitions, reserves the right to provide in order to protect and preserve sport facilities, the regular organization of the Competitions and in order to respect other assignees' rights and consumers' interests.

#### 6.2.2 Other Licensee's Obligations

A Licensee, also on its Sub-licensees' behalf, undertakes:

- (i) unless otherwise expressly permitted under the terms of its License Agreement, not to alter in any way the Audiovisual Products as supplied by Lega Serie A (i.e., by making cuts or concealing logos included in the Signal;
- (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, standing and identity of Lega Serie A, of the Clubs, of other sport entities, of the value of football as a product and of Italian football in any way and in strict compliance with the Guidelines, this ITT, the Media Production Regulations, the editorial guidelines and all other regulations or communications which are and will be issued by Lega Serie A;
- (iv) to make available to Lega Serie A, in a sufficient time to be actually used, all available information and any further information that may be necessary in order to allow Lega Serie A to carry out the necessary validations and analyses on the way in which Audiovisual Rights are exercised and Match Data are used;
- (v) not to alter or manipulate the Signal which shall be broadcast as delivered by Lega Serie A, even in the event that it includes Virtual Advertising), as provided in clause 6.7.2;
- (vi) to transmit the Signal intended for the specific geographic area and/or Country where the Licensees carry out the broadcast also considering what provided for by clause 7.3.1 v) and vi); and in addition
- (vii) not to carry out any product placement initiatives.

The Licensee declares that it will hold Lega Serie A, the Clubs and their successors in title harmless, defend and indemnify 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 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

### 6.3 Language

The Signal, necessary for the exploitation of the Audiovisual Rights included in Packages A., F., G., includes international audio and commentary in English provided by Lega Serie A, with no possibility for the Licensee and/or Sublicensee to exploit the Audiovisual Rights in other languages.

### 6.4 Means of Transmission

Without prejudice to the specific terms laid down for each Package under clause 2 of this ITT, Licensees shall be able to exploit their respective Audiovisual Rights exclusively on the Internet Platform, IPTV Platform and Mobile Platform 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 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 Serie A upon execution of a specific separate written agreement and may be subject to the payment of an additional consideration.

### 6.5 Term

Each Licensee may exploit its Rights only during the three Football Seasons 2021/2022, 2022/2023 and 2023/2024.

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 Serie A. As a consequence, any subsequent exploitation of the Rights by a Licensee and/or by its Sub-Licensees, shall be forbidden.

### 6.6 Limited Use of Marks

Lega shall authorise a Licensee and/or, if applicable, a Sub-licensee, in compliance with the conditions indicated in the License Agreement, to use the marks and logos of Lega only as part of their promotional and marketing activities concerning possible offers of products, services and/or applications compliant with applicable laws. Further guidelines and instructions for the aforementioned use of the marks, logos, emblems, graphics solutions, hymn/signature of the Lega Serie A, as well as other similar types of intellectual property, are set out in dedicated guidelines for the use of logos and marks to be issued by Lega Serie A.

Lega Serie A will remain the full and exclusive owner of all marks, logos and other intellectual property rights.

### 6.7 Advertising

6.7.1 In addition to its obligations elsewhere in this ITT, a Licensee, also on its Sub-licensees' behalf, agrees to include as part of its broadcast, with no charge to Lega Serie A, 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 these and any other promotional and advertising requirements of Lega Serie A (such as in respect of Title sponsor identification), are set out in the Media Production Regulations which will be issued by Lega Serie A and published on its official website.

- 6.7.2 The Licensee, also on its Sub-licensees' behalf, acknowledges and accepts that Lega Serie A may, by using any 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, also on its Sub-licensees' behalf, 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 the Territory. Lega Serie A shall notify Licensee in advance of the presence of Virtual Advertising in the Signal, so that Licensee and/or, if applicable, Sub-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 and undertakes, also on behalf of its Sub-licensees, for whose acts it will be liable, to put in place the necessary security measures to protect the exploitation of the Audiovisual Rights and Data and to prevent the unauthorised reception, exploitation or viewing of the Audiovisual Products. This includes mechanisms such as encryption, geo-blocking, DRM systems (digital rights management), the regular monitoring and review of residences of Authorised Users (where appropriate) and the employment of digital rights management technologies to prevent prohibited uses or treatments 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 A Licensee of Packages A., B., D., F. and G. warrants and undertakes, also on behalf of its Sublicensees for whose acts it will be liable, to put in place the necessary security measures to ensure that bets placed by users in any Territory in which there is a regulatory ban are not accepted as valid bets and to ensure that Sports Betting products, services and/or applications are not made available in territories in which there is a regulatory ban. At the same time, the Licensee of Packages A., B., D., F. and G., in the common interest shared with Lega Serie A, also undertakes to put in place all necessary measures to protect Competitions from the threat that their integrity may be jeopardised by match-fixing aimed at assuring winning bets and to promptly report to the competent authorities in the Licensed Territory and to Lega Serie A and to investigate any abnormal flow of bets. A Licensee of Packages A., B., D., F. and G. is also obliged not to feed illegal betting in any way and is obliged to report to the competent authorities in the Licensed Territory(s) and to the Lega any operators offering to the final consumer illegal sports betting products, services and/or applications, taking all possible action to stop them without delay.
- 6.8.3 Lega Serie A acknowledges that there may be possible exceptions to the above, such as those provided for by 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 and/or, if applicable, a Sub-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 and/or, if applicable, Sub-Licensee's transmissions of the Audiovisual Products (or any of the services or channels utilised for their broadcast) is available or capable of reception and/or viewing anywhere outside of the Licensed Territory, nor shall it authorise or permit any such actions. Furthermore, such exceptions shall not be expanded nor shall a Licensee or, if applicable, a Sub-licensee deem any such potential exceptions as representing a derogation of its duty to implement the highest standard of anti-piracy and rights protection measures deemed necessary by Lega Serie A. In particular:

- (a) Licensee acknowledges, also on its Sub-licensees' behalf, that no retransmissions will be permitted within the Italian Territory whatsoever;
- (b) Licensee has the obligation, also on its Sub-licensees' behalf, to continuously execute such anti-piracy and rights protection measures during the Term in order to protect the Rights through:
  - (i) technological activity for the protection of the Signal; by way of example, the Signal shall be equipped with a watermarking or finger printing system making such Signal immediately and uniquely identifiable;
  - (ii) judicial and/or administrative activities to be carried out since the first ascertained violation in order to obtain injunctions, even precautionary, aimed at blocking viewing of the images and identifying individuals diffusing pirated audiovisual signals.

Similarly, a Licensee and/or, if applicable, a Sub-licensee undertakes and accepts 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 required measures under this paragraph) and that, therefore, the enjoyment of the Rights on an exclusive basis may be partially limited in this regard. In such circumstances, no liability may be attributed to Lega Serie A, the Clubs and their successors in title. With specific reference to the European Union market and to the other EEA Member States, protection of a Licensee and/or, if applicable, of a Sub-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) and with the further principles to be subsequently established.

- 6.8.4 In any event, with respect to Internet Platforms, IPTV Platforms and Mobile Platforms, any broadcasting that is not reserved for, and used only by, Authorised Users in the Licensed Territory authorised to view it exclusively for products, services and/or applications targeted for the Sports Betting market is strictly forbidden.

## 6.9 Sub-licensing

- 6.9.1 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 the Packages, under the conditions

set out in following clause 6.9.2, 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) in respect of Rights that are to be sold to parties engaged in commercial activities in the Sports Betting sector, as governed by the legislation applicable in each Licensed Territory, the Sublicensee(s) is (are) an entity(ies) operating in the Sports Betting market, duly authorised by the competent authorities in the Licensed Territory(ies);
- (c) the Sub-licence Agreement shall provide for proper provisions allowing termination by the Licensee, or by Lega Serie A in case of Licensee's inactivity, of such Sub-licence Agreement in the events provided for by clauses 5.1, 5.2, 6.2, 6.4, 6.6, 6.7, 6.8, 6.9, 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-licence Agreement shall also provide for its automatic termination if the License Agreement between Lega Serie A and the Licensee is terminated for any reason whatsoever, specifying that such termination may concern the sole sublicensed territory as provided under clause 6.11.6 without prejudice in such case to the right of Lega Serie A to substitute the Licensee in the Sub-licence Agreement, by taking over, at its absolute discretion and without prejudice to what provided for by clause 6.9.4, the rights and obligations towards the Sub-licensee and by receiving the full consideration due by the latter;
- (d) the Licensee shall be liable, jointly and severally with its Sub-licensee, 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; the Licensee accepts and ensures that (i) the Sub-licensee agrees that Lega may enforce any term and condition of the Sub-licence Agreement directly against the Sub-licensee and (ii) Lega may take over the Sub-licence Agreement according to preceding letter b). The Sub-licence Agreement shall therefore include clauses that implement and enforce such terms and conditions;
- (e) the Licensee shall remain in any case fully liable for its obligations under the License Agreement;
- (f) the Sub-licensee is a person or organisation which meets the Bidder requirements as set out in this ITT.

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

6.9.3 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 6.9 and shall be approved in any case by Lega Serie A.



6.9.4 Notwithstanding the above, upon Lega Serie A's request, at any time during the Term, any Licensee and/or any Sub-licensee and/or any other person provided for by clause 6.9.3 must provide Lega Serie A with any License/Sub-license Agreement including the agreements as per clause 6.9.3. Lega Serie A reserves the right to request any further information that it may deem necessary which shall be provided by the Licensee and/or Sub-licensee and/or persons referred to in clause 6.9.3.

## 6.10 Lega's obligations

In compliance with the applicable law and within the limits of this ITT and without prejudice to the Rights' restrictions set out, in particular, in clauses 3.3 and 3.4, Lega Serie A shall be obliged:

- (i) to grant to the Licensee the full and undisputed availability of the Rights;
- (ii) not to grant to any third party any Rights that have already been exclusively granted to the Licensee; and
- (iii) not to propose to F.I.G.C. to modify the Competitions' systems and formats and/or the rules governing the participation in the Competitions in a way which is considerably detrimental in respect to what provided for in this ITT. It remains understood that, by way of example, the change in the rules governing the participation in the Serie A Championship consisting in the reduction of the number of participating teams from 20 to 18 teams shall not be deemed "considerably detrimental".

## 6.11 Term and Termination

- 6.11.1 The License Agreement shall be effective for the duration of the Term as specified in the preceding clause 6.5.
- 6.11.2 Lega Serie A has the right to terminate the License Agreement at any time upon written communication, in case of breach by the Licensee, in full or in part, of even one of any provision under clauses 5.1, 5.2, 6.2, 6.4, 6.8, 6.9 or in case of three subsequent breaches of the Licensee's contractual obligations set forth in clauses 6.6, 6.7, 7.3, 8.6.1 and 8.6.3.
- 6.11.3 Lega Serie A has also the right to terminate the License Agreement at any time by written notice, in case of non-performance by the Licensee of any material provision under this ITT or the License Agreement not specified above, where the Licensee has failed to remedy a breach within seven (7) Italian business days from receiving notice.
- 6.11.4 Furthermore, Lega 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 insolvency or liquidation proceedings, during the Term.
- 6.11.5 In case of termination by Lega Serie A as per the preceding paragraphs, Licensee shall pay, as contract penalty, an amount equal to the double of the lost income for Lega 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 Serie A and/or that Lega 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 Serie A shall act in good faith in the negotiation with any such re-assignee when determining the consideration due by the latter.

- 6.11.6 Lega Serie A has the right to terminate the License Agreement in relation to those territories or geographic areas in which the Licensee and/or the Sub-licensee has violated any of the provisions of clauses 5.1, 5.2, 6.2, 6.4, 6.6, 6.7, 6.8, 6.9, 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 Serie A.
- 6.11.7 Licensee acknowledges that the penalties, as determined above, are an adequate and proportionate contractual penalty and do not constitute remedy for damages suffered by Lega Serie A, as they do not affect its right to claim full damage restoration. Therefore, Licensee agrees that Lega 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 Serie A may at its discretion compensate with any credit that the Licensee may have for any reason against Lega Serie A.

## 7. PRODUCTION

### 7.1 Production and Distribution of the Signal

The Signal of the Competitions is produced and distributed in accordance with the provisions of Appendix 3

### 7.2 Costs

- 7.2.1 The Licensee and/or its Sub-licensee(s) will be required to pay the technical costs relating to the provision of the Signal and/or of the requested Data by the appointed service provider of Lega Serie A at designated access points, in accordance with the provisions of Appendix 3.

Said costs are due in addition to the consideration for the Package awarded and according to the same payment terms provided for by clause 5.1, in the amount of:

- 3.5% of the consideration offered with reference to Packages A., F., G. (with reference to Package G, the percentage shall apply to the residual part of the consideration after deduction of the guaranteed minimum for the LNPA Data Sponsorship Rights);
- 0.5% of the consideration offered in relation to Packages B., C., D.;

### 7.3 Logo of the Competitions

- 7.3.1 With reference to the Signal and to all the images distributed by Lega Serie A, the Licensee, also

on its Sub-licensees' behalf, expressly acknowledges and accepts that, save as otherwise determined by Lega Serie A, in relation to the respective Matches:

- (i) a 30 second institutional signature tune containing the Competition's logo will be aired at the beginning and the end of each half of every Match of the Competitions. Lega Serie A reserves the right to modify such institutional signature tune, containing the Competitions' logo, during each Football Season also defining different versions of such institutional signature tune which will be delivered to the Licensee duly in advance with respect to the broadcast date;
- (ii) the Competition's logo shall be shown at regular intervals during the Match transmission, also through a "turn the page" optical effect proceeding and following the transmission of a replay or other images (so-called "wipe") together with the word trademark or figurative trademark of the International/Regional Presenting sponsor;
- (iii) the Competition's logo will be inserted in result graphics, in charts and in news reports concerning the Matches of the Competitions;
- (iv) the Competition's logo referred to in the preceding points includes the word trademark or figurative trademark of the Title sponsor determined by Lega Serie A at its discretion and may also include, at Lega Serie A's sole discretion and with reference to certain territories, the word trademark or figurative trademark of the International/Regional Presenting sponsor;
- (v) the institutional signature tune referred to in the preceding point (i) includes the word trademark or figurative trademark of the International Presenting sponsor determined by Lega Serie A at its discretion. In any case, Lega Serie A has the right to have multiple Presenting sponsors depending on geographic areas or specific Countries (Regional Presenting sponsors);
- (vi) the informative official graphics inserted in the Signal include the word trademark or figurative trademark of the Data and Official Time Keeper sponsor as well as the Technology Partners determined by Lega Serie A at its discretion. In any case, Lega Serie A has the right to have multiple Data sponsors and Official Time Keeper sponsors depending on geographic areas or specific Countries.

Lega Serie A reserves the right to add to the Signal of each Match the Competition's logo in transparent format, superimposed at an angle, (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, the Licensee and/or, if applicable, the Sub-licensee shall also maintain the Competition's logo provided by Lega Serie A at the beginning, during and at the end of broadcasts, in results graphics, in charts and in news reports of the Matches of the Competitions.

## 8. MISCELLANEOUS

### 8.1 No Grant of Rights

Unless Lega Serie A accepts a Bid submitted by a Bidder, as further detailed in clause 4.8 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 Serie A.

The procedures of commercialisation of Audiovisual Rights are conducted on the basis of the rules of private law.

Lega Serie A acts in a position of private autonomy in the commercialisation of Audiovisual Rights and, in particular, in the performance of the competitive and awarding procedures.

### 8.2 No Warranties or Representations

Lega Serie A makes no 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 Serie A.

Lega Serie A makes no warranties as to the accuracy of the Data, the timeliness of its transmission or its latency time, and shall not be liable in any way whatsoever for any damage or detrimental consequence, whether direct or indirect, that may be suffered by Licensees, Sublicensees or any third party as a result of the use of the Data.

Each Bidder shall bear entirely and exclusively the risk of any adverse consequences that the effects of the Judgment of the Court of Justice of 4 October 2011 (Joined Cases C-403/08 and C-429/08) referred to in clause 6.8.3, as well as other similar judgments of any judicial body of the Licensed Territories or other applicable legislation, may have on the distribution and value of the Audiovisual Products, in particular if it is claimed that the considerations offered under the Bid have been determined on the basis of absolute territorial protection. Neither the Bidders nor the Licensee and/or the Sublicensees shall be entitled to any claim, action or proceeding in respect of the aforementioned negative consequences, nor shall they be entitled to any reduction or refund of the fees offered.

### 8.3 Notice to the Bidders

Bidders should carefully consider the requirements of Lega 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 Serie A will not be responsible, under any circumstances whatsoever, for any costs, losses or expenses incurred by the Bidder in the preparation or submission of a Bid, including as a result of Lega 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 clauses 4.6 and 4.7 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 issue 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 Serie A and will not be released or provided to any third party other than Lega Serie A's professional advisors, to the extent necessary to their work in relation to this ITT, and the Clubs.
- 8.5.3 The Bidder agrees that Lega Serie A shall have the sole right to make any announcements in relation to this ITT and in particular to the receipt, rejection and selection of a Bid, subject to its confidentiality obligations set out in this clause.

## 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 Serie A to any Bidder or prospective Bidder are and will remain the exclusive property of Lega Serie A or, according to the law, of the Clubs. Nothing in this ITT shall be construed as a grant by Lega Serie A of any licence, assignment or other right into any intellectual property rights which are the property of Lega Serie A or, if applicable, of the Clubs, except for the Rights included in the License Agreement. If necessary, the grant by Lega Serie A of any license, transfer or any other assignment of the above-mentioned intellectual property rights, will be subject to a separate specific written document.
- 8.6.2 The documentation supporting each Bid shall become the physical property of Lega Serie A once it is received. Irrespective of whether a Bid is successful, Lega Serie A shall be freely entitled to use (free from any payment) all ideas, concepts, proposals, recommendations or other materials contained in such Bid or otherwise communicated to Lega Serie A during the bidding process. The Bidder waives its rights and shall not make any claim against Lega Serie A in respect of any use made by Lega 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 The Rights related to the Matches, their images, recordings and transmissions shall be and shall remain the property of Lega 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 Serie A or, according to the law, of the

Clubs. In this regard, a Licensee, also on 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 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 Serie A or, according to the law, by the Clubs, will be assigned, by way of present assignment of future copyright, to Lega Serie A or, according to the law, to the Clubs, under the License Agreement.

## 8.7 Amendments

During the competitive procedure and before the execution of the License Agreement, Lega Serie A reserves the right, at any stage and at its sole discretion, to modify or withdraw this ITT and any Package - or Rights contained therein, to amend the Rights, the 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 ITT 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 aim of reaching, if possible, an outcome similar to the one intended by the void or voidable clause. In such circumstances, the Licensee will not be entitled to any fee reduction.

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

The Licensee authorises Lega 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 commercialisation at any time and for any reason, provided that such entities guarantee the Licensee the continuation of their relationship upon the same terms and conditions of the License Agreement. The Licensee accepts and authorizes Lega Serie A to assign the License Agreement to any company controlled by, including jointly with third parties, controlling, or under common control of, Lega Serie. Any such assignment shall be implemented by the provision of written notice to the Licensee by Lega 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 Serie A from its obligations towards the Licensee under the License Agreement.

The Licensee must 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, procedure or negotiations shall be governed by and construed in accordance with the laws of Italy. Any and all disputes arising in relation to

INVITATION TO TENDER FOR  
**SPORTS BETTING AND DATA PACKAGES**



this ITT or to the License Agreement shall be submitted to the exclusive jurisdiction of the courts of Milan, Italy. Although a courtesy translation of this ITT in English is also provided by Lega, the Italian version is the only binding text of the ITT. Any dispute shall be resolved and construed making exclusive reference to the Italian text.

## APPENDIX 1 - PACKAGES

### **PACKAGE A.**

#### **International Sports Betting Package (Audiovisual Rights and Match Data)**

**1) Territory**

This Package includes all countries and territories of the world except the Italian Territory.

**2) Matches**

All the Matches of the Competitions in each of Football Seasons 2021/2022, 2022/2023 and 2023/2024 are covered by this Package.

**3) Rights**

**3.1) Audiovisual Rights:** The Licensee and/or its Sublicensees are entitled to broadcast, distribute and/or make available exclusively live coverage of all Matches of the Competitions as part of lawful products, services and/or applications in the Sports Betting sector as follows:

- (i) exclusively on the Internet Platform, the IPTV Platform and/or the Mobile Platform;
- (ii) for exercise and/or offer solely through betting shops and/or within websites and/or applications dedicated to Sports Betting activities accessible to Authorised Users through devices (e.g. personal computers, tablets, smartphones) connected to the above mentioned Platforms; and
- (iii) in the Licensed Territory,

**with the following restrictions:**

- a) with regard to betting shops: the images of the Match may be displayed to the public on television screens and other devices only and exclusively within the premises of the betting shop or other premises where betting on the Matches is permitted under applicable law (and in no event shall be visible from outside such premises);
- b) with regard to use via personal computers and tablets: the viewing of images of the Match is permitted provided that the user is an Authorised User and such viewing is subject to (a) restrictions on the resolution of the images that may be transmitted (in streaming mode with a data stream not exceeding 600KBPS) and (b) restrictions on the size of the images (not exceeding 1/3 of the screen size).
- c) with regard to use via mobile telephony devices: the viewing of images of the Match is permitted provided that the user is an Authorised User and that such viewing is subject to restrictions on the resolution of the images that may be transmitted (in any event not exceeding 600KBPS). Contrary to the provisions of point (b) above, the restriction on the size of the images not exceeding 1/2 of the screen size applies.

Please note that:

- (i) the viewing of images of the Matches must in all cases be denied to television equipment. Therefore, the use of smart TV applications or any other technology capable of displaying images

on television screens is prohibited;

- (ii) to ensure compliance with the restrictions imposed on the on-screen display of images of the Matches, the Licensee must block, through the use of appropriate software, the enlarged display of the same images by the Authorized Users (e.g. "double size" or "full screen");
- (iii) the transmission of the Matches shall be limited to the Territory using the best technical systems available to ensure the protection of the images, such as DRM and geoblocking, with no possibility of downloading (i.e. storing the images on media by the Authorised Users) and excluding any possibility for Authorised Users to share the images by file sharing or other sharing system;
- (iv) the Licensee's promotional activities may not focus exclusively or primarily on broadcasting the Matches;

**3.2) Match Data:** The Licensee, and/or its Sublicensees, are entitled to use all data relating to the Matches of the Competitions, as detailed in Appendix 4, collected directly by the Lega Serie A or through third parties authorised by the Lega, solely for the purposes of carrying out commercial activities, according to the legislation applicable in each Territory, in the Sports Betting sector. The Licensee is also entitled to enrich/supplement the data received from the Lega by accessing the Matches, for the sole purpose of supplementing the Match Data to better meet the requirements of the Sports Betting market operators within the limits of and in accordance with the requirements set out in Appendix 3.

Please note that:

- (i) the Licensee and/or its Sublicensees are not entitled to use the Match Data in connection with any sports betting activity for which they do not hold the necessary authorisations or which does not otherwise comply with all applicable regulations;
- (ii) the Licensee and/or its Sublicensees are expressly prohibited from using the Match Data for any purpose other than in connection with Sports Betting activity;
- (iii) the Licensee and/or its Sublicensees expressly acknowledge and agree that the licensed Match Data may not be duplicated and made available to any third party.

#### 4) Exclusivity

The rights covered by this Package are granted on an exclusive basis, within the limits set out in clause 3.1 of the ITT, without prejudice to the rights reserved for Lega Serie A and/or the Clubs referred to in clauses 3.2 and 3.3 of the ITT.

#### 5) Sublicence

The Licensee is allowed to enter into Sub-license Agreements with third parties for the exploitation, in whole or in part, of the Rights included in this Package, in accordance with the terms and conditions set out in clause 6.9 of the ITT.

6) **Signal access charges and technical costs for the provision of Match Data:** are those set out in Article 7.2.1 of the ITT

Any rights not specified herein are excluded from this Package.



**PACKAGE B.**  
**Sports Betting Package Italy**  
**(Match Data)**

**1) Territory**

This Package includes the Italian Territory.

**2) Matches**

The data covered by this Package relates to all the Matches of the Competitions in each of Football Seasons 2021/2022, 2022/2023 and 2023/2024.

**3) Rights**

- 3.1) Match Data:** The Licensee, and/or its Sublicensees, are entitled to use all data relating to the Matches of the Competitions, as detailed in Appendix 4, collected directly by the Lega Serie A or through third parties authorised by the Lega, solely for the purposes of carrying out commercial activities, according to the legislation applicable in the Italian Territory, in the Sports Betting sector. The Licensee is also entitled to enrich/supplement the data received from the Lega by accessing the Matches, for the sole purpose of supplementing the Match Data to better meet the requirements of the Sports Betting market operators within the limits of and in accordance with the requirements set out in Appendix 3.

Please note that:

- (i) the Licensee and/or its Sublicensees are not entitled to use the Match Data in connection with any sports betting activity for which they do not hold the necessary authorisations or which does not otherwise comply with all applicable regulations;
- (ii) the Licensee and/or its Sublicensees are expressly prohibited from using the Match Data for any purpose other than in connection with Sports Betting activity;
- (iii) the Licensee and/or its Sublicensees expressly acknowledge and agree that the licensed Match Data may not be duplicated and made available to any third party.

**4) Exclusivity**

The rights covered by this Package are granted on an exclusive basis, within the limits set out in clause 3.1 of the ITT, without prejudice to the rights reserved for Lega Serie A and/or the Clubs referred to in clauses 3.2 and 3.3 of the ITT.

**5) Sublicence**

The Licensee is allowed to enter into Sub-license Agreements with third parties for the exploitation, in whole or in part, of the Rights included in this Package, in accordance with the terms and conditions set out in clause 6.9 of the ITT.



**6) Technical costs for the provision of Match Data:** are those set out in Article 7.2.1 of the ITT.

Any rights not specified herein are excluded from this Package.

## **PACKAGE C.**

### **Data Media Package**

#### **1) Territory**

This Package includes all countries and territories in the world.

#### **2) Matches**

The data covered by this Package relates to all the Matches of the Competitions in each of Football Seasons 2021/2022, 2022/2023 and 2023/2024.

#### **3) Rights**

**3.1) Match Data:** The Licensee, and/or its Sublicensees, are entitled to use all data relating to the Matches of the Competitions, as detailed in Appendix 4, collected directly by the Lega Serie A or through third parties authorised by the Lega, solely for the purposes of carrying out editorial activities, including, by way of example, the preparation of news, articles, in-depth studies, reports and analyses of the Matches.

Please note that:

- (i) the Licensee and/or its Sublicensees are expressly prohibited from using the Match Data for any purpose connected with Sports Betting activity;
- (ii) the Licensee and/or its Sublicensees expressly acknowledge and agree that the licensed Match Data may not be duplicated and made available to any third party.

#### **4) Exclusivity**

The rights covered by this Package are granted on an exclusive basis. The rights of use the Match Data awarded to domestic licensees at the end of the procedure relating to the "Invito a Presentare Offerte Diritti Audiovisivi Campionato di Serie A - Pacchetti Dirette A Pagamento per il Territorio Italiano" published on 4 January 2021 remain unaffected. The rights reserved for the Lega Serie A and/or the Clubs referred to in clauses 3.2 and 3.3 of the ITT are also unaffected.

#### **5) Sublicence**

The Licensee is allowed to enter into Sub-license Agreements with third parties for the exploitation, in whole or in part, of the Rights included in this Package, in accordance with the terms and conditions set out in clause 6.9 of the ITT.

#### **6) Technical costs for the provision of Match Data:** are those set out in Article 7.2.1 of the ITT.

Any rights not specified herein are excluded from this Package.

## **PACKAGE D.**

### **Football Virtual Coach Data Package**

#### **1) Territory**

This Package includes all countries and territories of the world

#### **2) Matches**

The data covered by this Package relates to all the Matches of the Serie A Championship in each of Football Seasons 2021/2022, 2022/2023 and 2023/2024.

#### **3) Rights**

**3.1) Football Virtual Coach Data:** The Licensee, and/or its Sublicensees, are entitled to use all data relating to the Matches of the Serie A Championship, as detailed in Appendix 5 (collected directly by the Lega Serie A or through third parties authorised by the Lega) both for the purposes of carrying out commercial activities, according to the legislation applicable in each Territory, in the Sports Betting sector and for the purposes of carrying out editorial activities including, by way of example, the preparation of news, articles, in-depth studies, reports and analyses of the Matches.

Please note that:

- (i) the Licensee and/or its Sublicensees are not entitled to use the Football Virtual Coach Data in connection with any sports betting activity for which they do not hold the necessary authorisations or which does not otherwise comply with all applicable legislation;
- (ii) the Licensee and/or its Sublicensees expressly acknowledge and agree that the licensed Football Virtual Coach Data may not be duplicated and made available to any third party.

#### **4) Exclusivity**

The rights covered by this Package are not granted on an exclusive basis. The rights reserved for Lega Serie A and/or the Clubs referred to in clauses 3.2 and 3.3 of the ITT remain unaffected. Moreover, the Licensee is not allowed to sell the rights covered by this Package to the parties awarded at the end of the procedure relating to the "Invito a Presentare Offerte Diritti Audiovisivi Campionato di Serie A - Pacchetti Dirette A Pagamento per il Territorio Italiano" published on 4 January 2021.

#### **5) Sublicence**

The Licensee is allowed to enter into Sub-license Agreements with third parties for the exploitation, in whole or in part, of the Rights included in this Package, in accordance with the terms and conditions set out in clause 6.9 of the ITT.

#### **6) Technical costs for the provision of Match Data:** are those set out in Article 7.2.1 of the ITT.

Any rights not specified herein are excluded from this Package.

## **PACKAGE E.**

### **LNPA Data Sponsorship Package**

#### **1) Scope**

This Package covers the right to sell to third parties a set of rights including the status of "Official Data Sponsor" of Lega Serie A and of the Competitions, for a consideration, as a guaranteed minimum, to be paid to Lega Serie A, hereinafter the "Guaranteed Minimum". The status of Data Sponsor applies to the Territory, the Matches and includes the Rights indicated below.

#### **2) Territory**

The status of Data Sponsor covered by this Package includes all countries and territories of the world.

#### **3) Matches**

The status of Data Sponsor under this Package relates to the Data of all the Matches of the Competitions with reference to each of Football Seasons 2021/2022, 2022/2023 and 2023/2024.

#### **4) Rights:**

The status of Data Sponsor will comprise a set of rights indicated below, which the Lega Serie A is willing to grant to the sponsor as of now, without prejudice to the possibility of discussing and agreeing with the Licensee possible changes that may become appropriate due to the nature and characteristics of the potential sponsor identified by the Licensee:

- (i) right to use the status of "Official Data Sponsor" of Lega Serie A and the Competitions organised by it;
- (ii) right to use the combined logo for the performance of advertising activities, subject to prior authorisation by the Lega;
- (iii) right to use the logo of Lega Serie A and the Competitions organised by it for promotional/advertising activities, subject to prior authorisation by the Lega;
- (iv) right to associate its word trademark or figurative trademark with the official information graphics produced by Lega Serie A, along with the Signal, pursuant to clause 7.3.1, (vi) of the ITT; said right will be extended to the national signal;
- (v) right to use a minimum number of 1 (one) branded post per month for each Football Season on the Official Digital Accounts of Lega Serie A;
- (vi) right to display its word trademark or figurative trademark on Lega Serie A official materials;
- (vii) right to display its word trademark or figurative trademark in all sections relating to statistics on the Official Digital Channels of Lega Serie A
- (viii) ticketing rights for each Football Season:
  - with reference to Supercoppa Italiana: the right to receive 4 (four) VIP category tickets, two (2) VVIP category tickets and 6 (six) tickets of the best available category (excluding Authority tickets) and 4 (four) pre-match walkabouts;
  - with reference to Coppa Italia:

- starting from the Round of 16, the right to receive 2 (two) VIP category tickets for each Match;
  - at the Final, the right to receive 4 (four) VIP category tickets, 2 (two) VVIP category tickets, 6 (six) best-category tickets (excluding Authority tickets) and 4 (four) pre-match walkabouts;
- (ix) right to receive 2 (two) official team shirts for each Club participating in the Serie A Championship for each Football Season;
- (x) right to announce the partnership with Lega Serie A through a specific press release.

#### **5) Exclusivity**

The right to sell the status of Data Sponsor to third parties is granted on an exclusive basis, without prejudice to Lega Serie A's right to autonomously find the Data Sponsor outside this procedure. In the event that the selected Data Sponsor has been autonomously found by Lega Serie A, any amount paid up to that moment by the Licensee will be returned and the Licence Agreement will automatically terminate without the Licensee being entitled to any other rights.

The status of Data Sponsor may be attributed to a single subject, it being understood that the Lega and the Licensee may evaluate the identification of a specific Data Sponsor for the Italian territory, in addition to the one for all the other territories.

The Data Sponsor shall not be an entity engaged, in whole or in part, in the production, sale and distribution of products or services belonging to the same product category as the products or services of the current sponsors of Lega Serie A.

#### **6) Revenue sharing and payment flows**

The Licensee shall be entitled to a share of the consideration that the selected Data Sponsor will pay to Lega Serie A, for the portion exceeding the value of the Guaranteed Minimum in a percentage to be indicated in the specific space provided in the Bid Letter.

The sponsorship agreement will be entered into directly between the Lega and the sponsor and, consequently, it will provide for the sponsor to pay the entire amount of the annual fee to the Lega.

According to the revenue share mechanism, once the agreement with the sponsor has been entered into,

- if the annual consideration exceeds the guaranteed minimum, the Licensee will be entitled to receive the percentage of revenue share indicated in the relevant Bid Letter, in addition to the guaranteed minimum;
- if the annual consideration is lower than or equal to the guaranteed minimum, the Licensee will be entitled to receive the sponsorship agreement consideration and Lega Serie A will be entitled to withhold the difference between the consideration provided for the agreement and the guaranteed minimum.

#### **7) Compliance with applicable legislation**

The Licensee assures, also for the Data Sponsor who shall independently undertake to Lega Serie A in the sponsorship agreement, compliance with all legislations applicable in the Territory covered by this Package.

#### **8) Lega Serie A's rights**

Lega Serie A's execution of the agreement with the sponsor selected by the Licensee shall be subject to

INVITATION TO TENDER FOR  
**SPORTS BETTING AND DATA PACKAGES**



the prior and unquestionable decision of the Lega.

Any rights not specified herein are excluded from this Package.





**PACKAGE F.**  
**Sports Betting Package**  
**(Packages A. + B.)**

This Package is the combination of Packages A. and B., and, as a result, incorporates the rights and content described for each of them.



**PACKAGE G.**  
**Sports Betting Plus Package**  
**(Packages A. + B. + C. + D. + E.)**

This Package is the combination of Packages A., B., C., D. and E., and, as a result, incorporates the rights and content described for each of them.

## APPENDIX 2 - BID LETTER

This Appendix 2 contains the pro-forma document that each Bidder must abide by in presenting its Bid.

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

FOR THE ACQUISITION OF SPORTS BETTING AND DATA PACKAGES  
RELATED TO LEGA SERIE A COMPETITIONS  
FOOTBALL SEASONS 2021/2022, 2022/2023 AND 2023/2024

<b>Company name:</b>	
Type of business activity:	
Details of Broadcaster license/certification (reference number or approval):	
Registered Office:	
First name, last name and title of the legal representative undersigning this Bid:	

In connection with the Invitation to Tender issued by Lega Serie A on 7 July 2021 ("ITT"), the undersigned company ("Bidder") hereby submits its Bid for the acquisition of the following Package(s) (please indicate next to the Package the consideration offered for each Football Season).

Said consideration is in addition to the technical costs, where applicable, for accessing the Signal and for the provision of the Data, as specifically regulated in clause 7 and Appendix 3.

Each consideration is net of any applicable taxes, deductions, expenses and withholdings, which shall be borne exclusively by the Bidder, according to clause 4.5.

(7 Packages)

Package	Consideration offered for each Season
A. International Sports Betting (Audiovisual Right and Match Data)	2021/2022: € _____ ( _____ / _____ )
	2022/2023: € _____ ( _____ / _____ )
	2023/2024: € _____ ( _____ / _____ )
B. Sports Betting Italy (Match Data)	2021/2022: € _____ ( _____ / _____ )
	2022/2023: € _____ ( _____ / _____ )
	2023/2024: € _____ ( _____ / _____ )
C. Media Data	2021/2022: € _____ ( _____ / _____ )
	2022/2023: € _____ ( _____ / _____ )
	2023/2024: € _____ ( _____ / _____ )
D. Football Virtual Coach Data	2021/2022: € _____ ( _____ / _____ )
	2022/2023: € _____ ( _____ / _____ )
	2023/2024: € _____ ( _____ / _____ )
E. LNPA Data Sponsorship	<b>Guaranteed Minimum:</b>
	2021/2022: € _____ ( _____ / _____ )
	2022/2023: € _____ ( _____ / _____ )
	2023/2024: € _____ ( _____ / _____ )
	<b>Revenue Share: (for the amount exceeding the Guaranteed Minimum)</b>
	2021/2022: LNPA Quota: _____ %
	2022/2023: LNPA Quota: _____ %
2023/2024: LNPA Quota: _____ %	
F. Sports Betting (Packages A. + B.)	2021/2022: € _____ ( _____ / _____ )
	2022/2023: € _____ ( _____ / _____ )
	2023/2024: € _____ ( _____ / _____ )
G. Sports Betting Plus (Packages A. + B. + C. + D. + E.)	2021/2022: € _____ ( _____ / _____ )
	2022/2023: € _____ ( _____ / _____ )
	2023/2024: € _____ ( _____ / _____ )
	<b>of which Guaranteed Minimum for LNPA Data Sponsorship:</b>
	2021/2022: € _____ ( _____ / _____ )
	2022/2023: € _____ ( _____ / _____ )
2023/2024: € _____ ( _____ / _____ )	

The Bidder acknowledges and accepts to pay for the above Packages, in addition to the consideration specified above, the amounts indicated in clause 7 of the ITT as better specified in Appendix 3 according to the payment terms indicated therein.

**The following documents are enclosed with the Bid:**

- a) updated Bidder's company registration certificate issued by the local trade register;
- b) a copy of the last audited financial statements filed by the Bidder showing the existence of adequate guarantees of solvency and financial resources to guarantee the payments referred to in clause 5.1 or, alternatively, a first demand bank guarantee issued by a leading credit institution in relation to the fee due for the relevant Season, without prejudice to the provisions of clause 5.2;
- c) documentation referred to in clause 4.6, letter B);
- d) proposed financial securities offered by the Bidder;

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

Official communications relating to this Bid are to be addressed to the persons specified below:

First name and last name:	
Position:	
Mail address:	
Fixed phone number:	
Mobile phone number:	
Certified email address (if available):	
E-mail address:	

In case of acceptance of the Bid by Lega Serie A, the applicable License Agreement related to the Package(s) indicated in this Bid shall automatically enter into force on the terms and conditions provided for by the ITT and with the full acceptance of all its provisions, including the License Terms referred to in clause 6, and will be therefore immediately valid and fully effective between the parties.

The Bidder undertakes to hold its Bid irrevocable until 11 October 2021, without prejudice, in any case, to the provisions of clause 4.7, last paragraph.

The Bidder acknowledges and confirms that:

- any determination regarding the acceptance of this Bid is left to the evaluation and is subject to acceptance by the competent bodies of Lega Serie A, which may take action at any time within the deadline of 11 October 2021, without prejudice, in any case, to the provisions of clause 4.7, last

paragraph;

- Lega Serie A has the right to cancel the ITT at any time, without anything being due to Bidders for any reason whatsoever; therefore, the publication of the ITT and the receipt of the Bids shall not imply any obligation on the part of Lega Serie A to proceed with the sale to the Bidders nor any right to any performance by the Lega or any of its associates, officers, employees or consultants.

Date:	
Place:	
First Name, Last Name	
In his/her capacity as:	
Legible signature	

This offer incorporates all terms and conditions set forth in the ITT, which are referred to *per relationem*. Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Bidder specifically declares that it has read and understood and expressly approves the following clauses 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), 6.7 (Advertising), 6.8 (Territorial Protection and Anti-Piracy), 6.9 (Sub-licensing) 6.11 (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 Serie A), 8.10 (Governing Law, jurisdiction and language).

Legible signature	
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## APPENDIX 3 - SIGNAL - ADMISSION TO THE STADIUM

This Appendix 3 sets out the characteristics and costs of the Signal, with the reminder that in any case the transmission of the Audiovisual Rights aimed at the Sports Betting market must comply with the restrictions listed in Appendix 1, where applicable for the relevant Packages.

### 1. Signal

#### 1.1 Technical features of the Signal:

1. in relation to the Matches of the Competitions which are produced according to the standards identified as A, B and C, the Signal is realised in 4K high-definition technology from which the HD 1080p50 signal is derived, to be delivered to the requesting Licensees or, as the case may be, Sub-licensees
2. in relation to the Matches of the Competitions which are produced according to the standard identified as D, the Signal is realised in HD 1080i50 high definition technology

#### 1.2 The Matches of the Competitions (excluding the Matches of the preliminary round of Coppa Italia) are produced with a minimum configuration of 14 cameras, with the exception of Matches, if any, produced according to the standard identified as D for an approximate number of Matches of Serie A and Coppa Italia and Supercoppa Italiana as follows:

Standard	Approximate Number of Serie A Matches per Season	Approximate Number of Coppa Italia and Supercoppa Italiana Matches per Season
<b>Standard A (18+2 cameras)</b>	38	1 (Supercoppa Italiana) 17 (Coppa Italia Final, Semi-finals home/away, Quarter-finals, Round of 16)
<b>Standard B (16+2 cameras)</b>	72	24 (Round of 32, Round of 64)*
<b>Standard C (12+2 cameras)</b>	270	----
<b>Standard D (5 cameras)</b>	----	---- (Coppa Italia preliminary round, if Matches are produced)
<b>Standard E (3 cameras)</b>	-----	----

\* If the stadium(s) where the match(es) is (are) played does(do) not allow the production in Standard B due to space and logistical problems, Lega Serie A reserves the right to evaluate an alternative and compatible standard.

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

#### 1.3 Each Match production system, including minimum technical standards and quality and editorial criteria for each audiovisual production, is detailed in the Media Production Regulations which will



be published on Lega Serie A official website. Cameras positions as shown therein may be modified due to technical needs.

- 1.4 Lega Serie A guarantees that all Signals from all Matches of the Competitions 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 provide Lega Serie A, with adequate notice, with the list of all Sub-licensees authorised to receive the Signal. Upon request of the Licensee or Sub-licensee, through the technical distribution service designated by Lega Serie A, the Signal can be made available via IP links (uploading at 10 Mbps) with international audio and possible commentary in English.
- 1.5 The Signal made available to the Licensee for the Licensed Territory includes the overlay of the official graphics determined by Lega Serie A which the Licensee undertakes to transmit (by way of example, VAR, GLT and statistics). Should such graphics be supplied separately, the Licensee undertakes to insert them according to the instructions provided by Lega Serie A.

## 2. Admission to the Stadium

- 2.1 With reference to Packages A., B., F. and G., the person(s) indicated by the Licensee and authorised by Lega Serie A, at its absolute discretion, to access a specific Match in compliance with the procedures and terms set out in detail in the Audiovisual Productions Regulations, will be entitled to:

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| <p>(i) access the Match, with the sole purpose of supplementing the Match Data to better meet the requirements of Sports Betting operators. The Licensee will be obliged to comply with the accreditation rules, including in relation to timing. The person(s) indicated by the Licensee and whose admission will be authorised by the League may access the Match but shall under no circumstances be authorised to collect, record or transmit any audiovisual (or other) data other than as authorised in this ITT.</p> | <p>Right granted to the requesting Licensee, with a maximum of two persons per Match, at the discretion of the Lega.</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|

- 2.2 With reference to Match Data (Packages A., B., F. and G.), the Licensee must from time to time during the Football Season, at least 15 (fifteen) days before the Match, request from Lega Serie A a specific authorisation for admission to the stadiums where Matches are played for the purposes set out in point 2.1 above, acknowledging as of now that such authorisation will be given by the Lega at its sole discretion, depending on the number of accreditations that may be granted for the Matches, which the Lega will determine from time to time on the basis of logistical availability.

The admission to the stadium shall be regulated in accordance with the procedures set out in point 2 of this Appendix and as further detailed in the Media Production Regulations and, in addition, shall be subject to the payment of any applicable fees in relation to the technical services, as may be listed in the rate card set out in the aforesaid Regulations. Any personnel of the Licensee or, if applicable, of the Sub-licensee, granted access in accordance with the above must also comply with any instructions issued by Lega Serie A and/or the respective Club's representatives.

### 3. Costs

As specified in clause 7.2.1, the cost for the access to the Signal and/or the provision of Data due by each Licensee and/or Sublicensee - according to the same payment set out in clause 5 of the ITT - shall amount to an additional percentage of the consideration paid for each Package, as set out below:

Packages A., F., G.	3,5%
Packages B., C., D.	0,5%

## APPENDIX 4 - MATCH DATA

This Appendix 4 shows the minimum content of the Match Data for each Competition for the purposes of this ITT, without prejudice to the Lega's right to supplement the data set provided herein.

### A) Historical player data:

<b>Master Data</b>	Age
	Height
	Weight
	Position
<b>Competitions &amp; Appearances</b>	Number of matches played
	Number of matches played in season
	Number of matches played from the first minute in season
	Number of minutes played in season
	Number of substitutions in season
	Number of substitute appearances in season
<b>Goals</b>	Number of goals scored
	Number of goals conceded
<b>Shots</b>	Number of shots on goal in season
	Number of shots off goal in season (distinguishing between shots on goal and shots on posts or crossbars)
<b>Assists</b>	Number of assists provided in season
<b>Fouls</b>	Number of fouls committed in season
	Number of fouls suffered in season
<b>Balls lost / recovered</b>	Number of balls lost in season
	Number of balls recovered in season
<b>Penalties</b>	Number of penalties taken in season
	Number of penalties scored in season
	Number of missed penalties in season
	Number of penalties saved in season
<b>Offsides</b>	Number of offsides in season
<b>Cards</b>	Number of yellow cards received in season
	Number of red cards received in season
<b>Career</b>	Date of debut
	Debut match
	Debut season

	Number of seasons at the club
	Club of origin
<b>National team</b>	Number of appearances in the national team
	Number of goals scored in the national team
	Number of goals conceded in the national team

**B) Historical team data:**

<b>Goals</b>	Number of goals scored in season
	Number of goals conceded in season
	Average goals scored per match
	Average goals conceded per match
<b>Shots</b>	Number of shots on goal in season
	Number of shots off goal in season (distinguishing between shots on goal and shots on posts or crossbars)
	Average number of shots on goal per match
	Average number of shots off goal in season (distinguishing between shots on goal and shots on posts or crossbars)
<b>Fouls</b>	Number of fouls committed in season
	Number of fouls suffered in season
	Average number of fouls committed per match
	Average number of fouls suffered per match
<b>Balls lost / recovered</b>	Number of balls lost in season
	Number of balls recovered in season
	Average number of balls lost per match
	Average number of balls recovered per match
<b>Offsides</b>	Number of offsides in season
	Average number of offsides per match
<b>Cards</b>	Number of yellow cards received in season
	Number of red cards received in season
	Average number of yellow cards received per match
	Average number of red cards received per match
<b>Full ranking including</b>	Number of points
	Number of matches played (divided by home/away matches)
	Number of matches won (divided by home/away matches)
	Number of matches drawn (divided by home/away matches)
	Number of matches lost (divided by home/away matches)

	Number of goals scored
	Number of goals conceded

C) Referee data:

<b>Appearances</b>	Number of appearances (in season / career)
<b>Fouls</b>	Number of fouls whistled in season
<b>Penalties</b>	Number of penalties whistled (in season / career)
<b>Cards</b>	Number of yellow cards shown (in season / career)
	Number of red cards shown (in season / career)
<b>Statistics with Club</b>	Number of home team victories in refereed matches (in season / career)
	Number of draws in refereed matches (in season / career)
	Number of away team victories in refereed matches (in season / career)

D) Match data:

<b>Starting formations</b>	Team deployments
<b>Ball possession</b>	Number of minutes of ball possession
	Percentage of ball possession
	Lost ball possessions, broken down into those caused by a mistake and those caused by an action of the opponent ( <i>data available for players too</i> )
	Ball possessions recovered ( <i>data available for players too</i> )
<b>Corner kicks</b>	Number of corner kicks taken (from right / left)
<b>Goals, with details of:</b>	Starting position in the field
	Field shooting point
<b>Shots on goal</b>	Number of shots on goal - broken down into game actions, free kick actions, directly from free kicks and corners - with details of the starting position on the field ( <i>data available for players too</i> ) and of the shooting point on the field ( <i>data available for players too</i> )
<b>Posts &amp; crossbars</b>	Number of posts and crossbars – broken down into game actions, free kick actions, direct from free kick and corner kick, with details of the starting position on the field ( <i>data available for players too</i> ) and the shooting point on the field ( <i>data available for players too</i> )
<b>Shots off goal</b>	Number of shots off goal - broken down into game actions, free kick actions, direct from free kick and corner kick, with details of the starting position on the field ( <i>data available for players too</i> ) and the shooting point on the field ( <i>data available for players too</i> )
<b>Assists</b>	Number of assists ( <i>data available for players too</i> )
<b>Fouls</b>	Number of fouls committed ( <i>data available for players too</i> )
	Number of fouls suffered ( <i>data available for players too</i> )

<b>Offsides</b>	Number of offsides <i>(data available for players too)</i>
<b>Substitutions</b>	Number and names of substitutes
<b>Cards</b>	Number of yellow cards <i>(data available for players too)</i>
	Number of red cards <i>(data available for players too)</i>
<b>Game dynamics</b>	Number of attacking actions from the middle / sides of the field
	Number of goal scoring actions
	Number of maneuvered actions
	Number of long ball throws
	Number of counter-attacks
	Number of actions taken following ball possession recovery
	Number of individual actions
	Number of wrong passes
	Number of crosses taken from the field
	Number of missed crosses from the field
	Number of offsides attempted from the defensive line
	Number of offsides taken from the defensive line
	Number of saves made by the goalkeeper
	Number of decisive saves by the goalkeeper
	Number of missed saves by the goalkeeper
	Number of exits made by the goalkeeper
Number of missed exits of the goalkeeper	
Number of serious mistakes by the goalkeeper	
<b>Performance analysis</b>	Ranking of the 6 best players for: shots on goal, assists, ball possession recovered/lost, fouls committed/suffered
	List of the 4 players per team with highest number of kilometres covered, broken down into three categories: walking, running and sprinting
	List of the 4 best performing players per team in relation to average speed in the sprinting phase
<b>Pass analysis</b>	Number of passes and success rate with reference to: short passes (<10m), medium passes (10 - 25m), long passes (> 25m)
<b>Heatmap</b>	Heatmap of each team
<b>Field position analysis</b>	Average position of the players on the field (first half / whole match)
	Team's centre of gravity (first half / whole match)
	Average team length (first half / whole match)
	Average team width (first half / whole match)
<b>Data Report for MVP</b>	Kilometres covered, broken down into three categories: walking, running and sprinting
	Average speed in running phase

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	Average speed in sprinting phase
	Heatmap



## APPENDIX 5 - FOOTBALL VIRTUAL COACH DATA

This Appendix 5 shows the minimum content of the Football Virtual Coach Data relating to Matches of the Serie A Championship for the purposes of this ITT, without prejudice to the Lega's right to supplement the data set provided herein.

All the indicators listed below are calculated in real time (with a latency of less than 1s) during the match, without human intervention, from the raw tracking data. The indicators are made available at different time frequencies or on subsets of actions (e.g.: given in the last 10 minutes, given only in the possession phase).

### A) Spatial data / indicators (calculated every second and available with different logical and temporal aggregations):

<b>Related to team *</b>	Centre of gravity	Average of all players' positions
	Length	Distance between the last defending player and the player positioned furthest forward
	Width	Distance between the outermost players
	Pitch control	Percentage of space on the field
<b>Related to player</b>	Pitch area covered	Show the area of the pitch covered and the player's zone of control, i.e. the parts of the field where he can get to the ball before his opponents/team-mates.
	Pitch area in control	

### B) Temporal data / indicators (calculated every second and available with different logical and temporal aggregations):

<b>Related to team *</b>	Time spent running (and/or passing) the ball	Time / percentage of actual time the ball is run (or passed) by the team
	Time spent maneuvering / counter-attacking / confusing	Time / percentage of actual time spent maneuvering / counter-attacking / confusing
	Time spent with high pressure on the ball carrier	Time / percentage of actual time spent in putting high pressure on the opposing ball carrier
	Time spent with pressure on opponents	
	Time spent in numerical superiority	
<b>Related to player</b>	Time spent running (and/or passing) the ball	Time / percentage of actual time the ball is run (or passed) by the player
	Time spent under pressure	Time / percentage of actual time the player suffers pressure from the opponents
	Time spent pressing the opposing ball carrier	Time / percentage of actual time the player puts pressure on the opposing ball carrier
	Time spent at high running intensity	Time / percentage of actual time the player runs at high intensity

**C) Technical-and-tactical data/indicators (calculated every second and available with different logical and time aggregations):**

<b>Related to team*</b>	Dangerousness	A team's ability to create potential goal-scoring actions (calculated for all attacking actions, regardless of whether the action ends with a shot on goal). It means the dangerousness of each moment of the game considering the position of the players of one's own team, of the opponents and of the ball. The dangerousness of each action is the maximum value reached during the same
	Ball speed	Ball speed in m/s (only calculated in active-game circumstances)
	Pace of play	Average speed of players and ball speed (calculated only in possession actions)
<b>Related to player</b>	Pressure received	Measure of how much pressure the ball carrier has from the opposing team
	Pressure put	Measure of how hard each individual player is pressing the nearest opponent (man-marking)
	Passing availability	Measure of the extent to which a player breaks away from his opponents to receive a pass from his team-mate (percentage value between 0 and 100)
	Vertical Index	Number of opposing players passed by a vertical pass (calculated only if the pass is successful). Measure of how deep a player tends to play
	Pass risk	Measure of the risk of a pass made being intercepted (percentage value between 0 and 100) (Calculated only if the pass is successful) Measure of the player's propensity to risk the play

**D) Physical Data / indicators (calculated every second and broken down among maneuvering / counter-attacking / confusing):**

<b>Related to team* / player</b>	Distance covered in walking (<7 km/h) / running (7 - 25 km/h) / sprinting (> 25 km/h)(calculated in relation to both active time and total time); their sum gives the total distance during active time and total overall distance)
	Distance covered in attacking/defensive phases (of play)
	Sprints towards opponents / one's own goal

*\* All team indicators do not take the goalkeeper's position into account*

All indicators and alerts will be available through a proprietary API platform.

In addition to the above, indicators generate real-time alerts on the performance of each player and team, i.e. predictive or prescriptive alerts, based on the identification of any anomalous trends or correlations among KPIs.