

# 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.*



## 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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