

# INVITATION TO TENDER

## MIDDLE EAST AND NORTH AFRICA

### MEDIA RIGHTS

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

**Date of issue:** January 15, 2021

**Deadline for submission of Bids:**  
10.00 a.m. C.E.T., February 1, 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, included the contents provided under Appendix 4 point 3, created and distributed by Lega Serie A to the Licensees, comprising images of Matches, certain other audiovisual content from 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 art. 2, letter o) of the Decree, contained in the License Agreement, that are 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;

**Bid:** means the offer (including a Joint Bid) presented by a Bidder for a specific Package, submitted to Lega by way of the Bid Letter, together with the supporting information and documentation requested by this ITT. Any submitted Bid is binding and irrevocable until May 23, 2021, without prejudice, in any case, to clause 4.7, last paragraph;

**Bid Letter:** means the pro-forma document set out in Appendix 3 requesting specific information in respect of a Bidder and which must be completed as part of a Bid;

**Bidder:** means a Broadcaster, an Intermediary or (in the case of a Joint Bid) a Consortium that submits a Bid(s) for Package(s). 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, the Coppa Italia and the Supercoppa Italiana;

**Consortium:** means any two or more Broadcaster(s) or Intermediary(ies), that make a Joint Bid;



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

**Coppa Italia Package(s):** means the Package(s) of Rights as set out in clause 2.3 of this ITT;

**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;

**Country:** means each country or group of countries listed in Part B of Appendix 1 and indicated accordingly therein;

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

**Digital Terrestrial Platform:** means the system for the transmission of audiovisual images destined for their reception on television sets by means of digital terrestrial frequencies in DVB-T standard and its specific evolutions (such as DVB-T2 standard);

**Edited Highlights:** means the set of basic (rough-cut edit) Highlights produced by Lega Serie A or by its appointed production services provider, comprising, as detailed in Appendix 4, footage of each Match and supplied with international audio and with English commentary;

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

**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 falling, directly or indirectly, under control of 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 the 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 passages of play, 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 within the limits and conditions of this ITT;

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

**Internet Platform:** means the system for the transmission of audiovisual images through the public internet (open IP net) for their reception 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 of audiovisual images through broadband connection on closed IP networks, for their reception on television sets appropriate to the reception thereof, 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 and includes ships and planes flying the Italian flag wherever they are located, ships and planes flying a national flag other than the Italian flag when they operate within the Italian Territory, trains circulating within the Italian Territory and Italian military bases located outside of these areas;

**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 Lega Serie A and/or of its associated Clubs;

**Licensee:** means any Bidder, either Broadcaster, Intermediary or Consortium, 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) enters 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 Country(ies) and/or the MENA Territory in which the Licensee is entitled to exploit the Rights included in its awarded Package;

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

**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 be comprised 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;

**MENA Territory:** means all countries which are part of the Middle East and North Africa area ("MENA"), i.e. Algeria, Bahrain, Chad, Djibouti, Egypt, Iran, Iraq, Jordan, Kuwait, Lebanon, Libya, Mauritania, Morocco, Oman, Palestine, Qatar, Saudi Arabia, Somalia, South Sudan, Sudan, Syria, Tunisia, United Arab Emirates, Yemen, as set out in Part A of Appendix 1 and indicated accordingly therein, with specific exclusion of any other territory or country not indicated therein;



**Mobile Platform:** means the system for the transmission of audiovisual images in unicast (PtoP) modality through GSM, GPRS/EDGE, UMTS/HSDPA or LTE standards (and their specific evolutions) for their reception 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, the operator of which would traditionally control the distribution of the content;

**Package(s):** means, in respect of each Territory listed in Appendix 1, the Serie A Package and the Coppa Italia Package;

**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;

**Preview Magazine:** means, in respect of each Round of the Serie A Championship, the preview programme of a duration of 26 minutes produced by Lega Serie A or by its appointed production services provider. Lega Serie A will also produce a Preview Magazine of Coppa Italia and Supercoppa Italiana as detailed in Appendix 4, point 3;

**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;

**Satellite Platform:** means the system for the transmission of audiovisual images for their reception on television sets by means of satellite "direct-to-home" in DVB-S standard (and its specific evolutions, such as DVB-S2);



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

**Serie A Package(s):** means the Package(s) of Rights as set out in clause 2.2 of this ITT;

**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 of the Matches predetermined by Lega Serie A;

**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 the following clause 6.5;

**Territory:** means the Country(ies) and/or the MENA Territory, in any case excluding any other country or territory, in relation to which a Bid may be submitted by a Bidder;

**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 the Rights related to the Audiovisual Products 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 to the commercialisation of the audiovisual rights for the international territory.

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., February 1, 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 The Serie A Championship

The Serie A Championship is the premier football division in Italy and is one of the world's elite football leagues. At present, the Serie A Championship consists of 20 Clubs playing a total of 380 Matches between them each Season, usually running from August until 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.

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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, the 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			

\* 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:



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- 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 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 pm C.E.T., ii) a further Slot on Saturday at 3.00 p.m. C.E.T., iii) a further Slot on Saturday at 6.00 p.m. C.E.T. ensuring, however, that in each Round, 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 The 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, the 78 Clubs that currently participate in the Coppa Italia come from different championships including, traditionally, from different leagues: 20 are from the Serie A Championship, 20 from the Serie B Championship, 29 from the Serie C Championship of Lega Italiana Calcio Professionistico and 9 from the Serie D of the Lega Nazionale Dilettanti.

Clubs from the various leagues compete in subsequent phases of the Coppa Italia. The first qualifying Rounds are reserved for Clubs from lower competitions. At present, eight clubs, being the “seeded players” (Italian clubs which are engaged in the UEFA Champions League or UEFA Europa League or UEFA Europa Conference League and the best ranked clubs in the Serie A Championship of the preceding Season) enter the competition only from the round of sixteen.

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

Coppa Italia Matches 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 team’s matches take place. During the Serie A and Serie B Championships, the Coppa Italia’s





Matches are carried out in midweek rounds with the possibility to spread the Matches of the same Round across different dates. In principle, in case the Football Season's international calendar so permits, the final match is scheduled to be played on a Saturday or Sunday.

The Regulation governing the Coppa Italia for the Football Seasons 2021/2022, 2022/2023 and 2023/2024 will be published by official notice on Lega Serie A's website duly in advance with respect to the beginning of the Competition.

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

STAGE	Round	Teams	Matches
First Qualifying Stage	1 <sup>st</sup> knockout Round	36 (27 Serie C, 9 Serie D)	18 (knockout)
	2 <sup>nd</sup> knockout Round	40 (18 winners of 1 <sup>st</sup> Round + 20 Serie B + 2 Serie C which will be the 1 <sup>st</sup> and the 2 <sup>nd</sup> of the ranking)	20 (knockout)
	3 <sup>rd</sup> knockout Round	32 (20 winners of 2 <sup>nd</sup> Round + 12 Serie A "non-seeded players")	16 (knockout)

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

The Supercoppa Italiana is a single match between the winner of the Serie A Championship and the winner of the Coppa Italia which may be played in the Italian territory, usually at the 'Stadio Olimpico' in Rome, 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, established by virtue of the Decree, 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.

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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.

## **1.6 Requests for Clarification**

Any questions or requests for clarification regarding the requirements and conditions of participation in this tender process should be sent to Lega Serie A, by e-mail to the address indicated below. Any such requests and their relevant replies may be published, without specifying the name of the petitioner, on Lega Serie A's official website so as to be made known to any other parties that may be interested in participating in the tender process. Requests must be sent - no later than 5:00 p.m. C.E.T., January 20, 2021 - to the following address:

**Lega Nazionale Professionisti Serie A**

Att.: Chief Executive Officer

PEC: legaseriea@legalmail.it



## 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 the 2021/2022 Football Season:

- 25 (twenty-five) x Serie A Packages (1 MENA Territory, 24 Countries);
- 25 (twenty-five) x Coppa Italia Packages (1 MENA Territory, 24 Countries);

Appendix 3 contains the detailed list of all 50 (fifty) Packages.

### 2.2 Serie A Package

Subject to clauses 1.3 and 3.1 herein, the Serie A Package will be comprised of the following Rights related to the Serie A Championship Matches, to be exploited within the relevant Licensed Territory only:

- 2.2.1 the exclusive right to broadcast, live and in full, all Matches of each Round and to broadcast any Match on a delayed basis or a repeat basis, in full, an unlimited number of runs until midnight of the eighth day following conclusion of the relevant Match, without prejudice to the minimum broadcast obligation set forth in clause 6.2.2.1;
- 2.2.2 the exclusive right to transmit excerpts of a Match either during the respective Match or following its conclusion until midnight of the eighth day following conclusion of the relevant Match;
- 2.2.3 the exclusive right to broadcast the contents provided for by Appendix 4, point 3, concerning the Serie A Championship as Lega Serie A may make available, until midnight of the eighth day following conclusion of the relevant Match, without prejudice to the minimum broadcast obligation set forth in clause 6.2.2.4; and,
- 2.2.4 the further rights provided for by Appendix 4, point 2, to be exercised in the manner and within the limits set out therein, provided that Lega grants the authorisation to access a given Match to the Licensee as provided for by the following paragraph.

Each Licensee must from time to time during the Football Season ask Lega for the relevant authorisation to access a stadium in which a Match is being played, for the purposes of clause 2.2.4 above, and acknowledges that such authorisation will be given by Lega Serie A on a case by case basis at its sole discretion for the relevant Match, also depending upon logistical availability, the consideration under the License Agreement, the order of submission of requests and promotional activities of the Licensees and/or Sub-licensees in each Licensed Territory.

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



## 2.3 Coppa Italia Package

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

- 2.3.1 the exclusive right to broadcast in full, live, as well as on a delayed basis or on a repeat basis, in full, for an unlimited number of runs until midnight of the eighth day following their respective conclusions, the Supercoppa Italiana Match, as well as the 4th knockout Round of the Second Stage, the Round of sixteen, Quarter-finals, Semi-finals and Final Matches of the Coppa Italia without prejudice to the minimum broadcast obligation set forth in clause 6.2.2.2;
- 2.3.2 the exclusive right to broadcast in full, live, as well as on a delayed basis or on a repeat basis, in full, for an unlimited number of runs until midnight of the eighth day following their respective conclusions, the Matches of the First Qualifying Stage of Coppa Italia, if such Matches are produced and made available by Lega Serie A;
- 2.3.3 the exclusive right to transmit excerpts of the relevant Match either during the respective Match or following its conclusion (where such Matches are produced and made available by Lega Serie A), until midnight of the eighth day following the conclusion of the Match;
- 2.3.4 the exclusive right to broadcast the contents provided for by Appendix 4, point 3, concerning the Coppa Italia and the Supercoppa Italiana Matches until midnight of the eighth day following conclusion of the relevant Match, without prejudice to the minimum broadcast obligation set forth in clause 6.2.2.5;
- 2.3.5 the further rights provided for by Appendix 4, point 2, to be exercised in the manner and within the limits set out therein, provided that Lega grants the Licensee the authorisation to access a given Match as provided for by the following paragraph.

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

Each Licensee must from time to time during the Football Season ask Lega for the relevant authorisation to access a Stadium in which a Match is being played, for the purposes of clause 2.3.5 above, and acknowledges that such authorisation will be given by Lega Serie A on a case by case basis at its sole discretion for the relevant Match, also depending upon logistical availability, the consideration under the License Agreement, the order of submission of requests and promotional activities of the Licensees or Sub-licensees in each Licensed Territory.

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

INVITATION TO TENDER FOR  
**MIDDLE EAST AND NORTH AFRICA MEDIA RIGHTS**



The Licensee acknowledges and accepts that, according to previous commercial agreements entered into by Lega Serie A, in only one of the Football Seasons 2021/2022 and 2022/2023, yet to be defined, Supercoppa Italiana will be played in Saudi Arabia and on that occasion:

- pursuant to the aforementioned agreements, the Rights to Supercoppa Italiana will not be included in the License Agreement regarding the Territory of Saudi Arabia, as they have already been exclusively granted to a Broadcaster from Saudi Arabia selected by Lega Serie A and whose signal is generated in Saudi Arabia. Furthermore,
- in the MENA Territory, the Rights to Supercoppa Italiana will be exercised by the Licensee on a co-exclusive basis together with the aforementioned Broadcaster from Saudi Arabia, selected by Lega Serie A and whose signal is generated in Saudi Arabia, due to the accessibility of the latter's signal in the MENA Territory.

The Licensee also acknowledges and accepts that, in addition to the case governed by the preceding paragraph, if Supercoppa Italiana will not be played in Saudi Arabia, but in another Country of the MENA Territory (thus in one or both of the two remaining Seasons during the Term), the Rights related to aforementioned competition may also be granted by Lega Serie A to one single other Broadcaster, for any form of broadcasting in such Country, exclusively in regard to the specific Season or Seasons in which Supercoppa Italiana will take place in that Country, without the Licensee being entitled to any claims against Lega Serie A. Therefore, in such cases, the Rights related to Supercoppa Italiana will be exercised by the Licensee on a co-exclusive basis, in the aforementioned Country, together with the Broadcaster selected by Lega Serie A.



## 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 this clause 3), 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) The Clubs are entitled to exploit the Audiovisual Rights of Matches that they organise and of Matches that they take part in as a visiting team through their own Official Thematic Channels, provided this is achieved by way of Pay Broadcast and it occurs no sooner than 24 hours from the end of the applicable Match.
- c) The Clubs are entitled to transmit only Highlights and Correlated Images of Matches that they organise and of Matches they take part in as a visiting team through their own Official 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) The 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) The 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) The 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.

### 3.3.3 **Official Data**

Lega Serie A reserves the right to create and commercialise, directly or through a third party service provider, all types of data relating to the Matches, the Competitions, the Clubs and the players, including, without limitation, metadata, data feeds and statistics. Lega Serie A may offer such feeds to the market on a separate basis.

### 3.3.4 **News Access**

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

### 3.3.5 **Rights related to ceremonies and other events**

Lega Serie A reserves the right to commercialise, autonomously from the licences comprised in the Packages, the audiovisual rights related to the presentation of the Competitions' schedules, the awards ceremonies organised by Lega Serie A or other similar events.

### 3.3.6 **Betting Rights**

Lega Serie A reserves the right to commercialise autonomously with specific and separate bidding processes, the rights to transmit, to distribute and to make available the Matches exclusively on a live basis, as part of products, services or legitimate applications in the betting sector, in the Licensed Territory with the following restrictions:

- i. in relation to betting shops, the display of Match footage to the public on television screens and other devices may only take place inside licensed betting shops and other physical premises where betting on Matches may be allowed under any applicable law (and in any case not to be visible from outside of such locations);
- ii. the display of Match footage by means of personal computers and tablets is allowed provided that the end consumer is an active user, authorised to access coverage of Matches only upon registration involving a log-in procedure with the betting operator, and that such viewing is subject (a) to limitations on the resolution of the images that may be transmitted (not higher than 600KBPS) as well as (b) to restrictions on the size of the images (not greater than 1/3 of the screen dimensions). An active user shall be defined as anyone who has completed the registration process, having accepted all





terms and conditions, who has opened an operating account, and who is enabled to regularly place bets using the platform;

- iii. the display of Match footage by means of mobile phone devices is allowed, provided that the end consumer is an active user, authorised to access coverage of Matches only upon registration involving a log-in procedure with the betting operator and that such viewing is subject to limitations on the resolution of the images that may be transmitted (no higher than 600KBPS), while no restriction on the size of the images will be applicable, differently from point ii (b) above. An active user shall be defined as anyone who has completed the registration process, having accepted all terms and conditions, who has opened an operating account, and who is enabled to regularly place bets using the platform.

### 3.3.7 In-Flight and In-Ship Rights

The Licensee also acknowledges and accepts, without being entitled to any claims against Lega Serie A and/or the Clubs, that on 23 November 2020 Lega Serie A started a procedure for the commercialisation of a package (so-called In-Flight and In-Ship Package) by which the assignee will be granted the exclusive right to broadcast, live and in full, all Matches of each Round, as well as to broadcast any Match on a delayed basis or on a repeat basis, in full and for an unlimited number of runs until midnight of the eighth day following conclusion of the relevant Match, within planes and ships flying the national flag of any territory other than the Italian Territory. Therefore, it shall be forbidden for the Licensee and/or, if applicable, the Sub-licensee to broadcast images of Matches within ships or planes.

## 3.4 Lega rights with regard to the programming of the Matches and to 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 indicated in this ITT, 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 6.12 (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

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

### 4.2 Eligible Bidders

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

- (i) they have proven capacity and experience in the exploitation (or, in the case of an Intermediary, distribution) of sports audiovisual rights, in particular on the basis of their management having consolidated experience in the exploitation of audiovisual rights related to football events, or in the case of an Intermediary, have a proven track record in the distribution of international audiovisual rights to sports events or competitions;
- (ii) they have a well-established and professionally managed company and organisational structure as well as sufficient means to support the activities deriving from the Rights' award and to pursue an optimal exploitation of the Rights, oriented towards the widespread transmission of the Matches;
- (iii) they are 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 3; and;
- (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, either Broadcaster or Intermediary, or if it is part of the same Group of a Bidder, either Broadcaster or Intermediary. Lega Serie A may exclude, in this case, both the Consortium and the Bidder, either Broadcaster or Intermediary, which is, or belongs to the same Group of, 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 3 and shall specify, for each of them, the relevant consideration.

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

- for the MENA Territory (one Serie A Package and/or one Coppa Italia Package); and/or
- for one or more Country(ies) (twenty-four Serie A Packages and/or twenty-four Coppa Italia Packages).

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



## 4.5 Bid Requirements and Submission Rules

Bidders must provide complete responses to the information requested in the Bid Letter annexed to this ITT (Appendix 3), together with all documents necessary to demonstrate 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 may be submitted by hand in a closed and sealed envelope at the Lega Serie A headquarters in Milan, Via Ippolito Rosellini n. 4, from January 28, 2021 10:00 a.m. C.E.T. until and no later than 10:00 a.m. C.E.T. on February 1, 2021. The envelope shall clearly bear the words: "Offerta di acquisizione diritti Medio Oriente e Nord Africa Lega Serie A" or the comparable wording in English, "Lega Serie A Middle East and North Africa rights 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. Lega Serie A's offices observe the following opening hours: from Monday to Friday from 09:00 a.m. C.E.T. to 1:00 p.m. C.E.T. and from 2:00 p.m. C.E.T. to 6:00 p.m. C.E.T..

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 January 28, 2021 10:00 a.m. C.E.T. until and no later than 10:00 a.m. C.E.T. on February 1, 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 -, 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 the number of the Bids. Lega reserves the right to make public the Bidders' identities, should it not adversely affect competition amongst Bidders.

In a separate and subsequent phase, to be commenced within 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) the consideration offered for the selected Package;
  - (ii) the 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 of Appendix 3;
  - (iii) distribution channels to be used, programming plans, coverage and level of exposure and the inclusion of anticipated audience and estimated market share;



- (iv) the general interest of Lega Serie A, as well as other subsidiary elements useful to appropriately evaluate the Bids such as, by way of example, the Bidder's commitment to promote and support the applicable Competition, including from a non-financial standpoint.
- (v) the ability to develop supportive and innovative marketing programmes and initiatives to the benefit of Lega Serie A and of the Clubs, to promote Lega Serie A and the Competitions and to spread their value in the Licensed Territory.

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 respective 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 a single Country, of which one Bid with an offered consideration of ten million euros with a guarantee, and the second Bid with an offered consideration of eleven million euros with no guarantee, Lega will be free to accept the first Bid. Likewise, Lega Serie A may accept a stand-alone Bid for one or more Countries even though another Bid for the MENA Territory including such Country(ies) is higher: in this case, Lega Serie A will then be free, through private negotiation under clause 4.7 herein, to offer to the Bidder of the MENA Territory the remaining Countries comprised within such MENA Territory (i.e. not including the individual Country(ies) previously awarded), thereby exercising its right to modify the territorial scope of the Package or to identify new Countries to be offered. In other words, Lega 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 in an individual Territory.

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 specified in clause 1.6. 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 a "total minimum price" is not established in this ITT, 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 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 assign one or more Package(s) after the opening round of the competitive procedure, it will invite all (and only those) Bidders that submitted a valid Bid for a Package in reply to this ITT to enter into private negotiations for that Package, without prejudice to the right to modify the non-awarded





Package(s). Nonetheless, Lega shall have the right not to invite to private negotiations for a given Package those Bidders that, for that Package, submitted a Bid whose consideration is lower than 50% of the higher consideration offered by a Bidder for that Package. It is understood that the Bids of the Bidders not invited to participate in the private negotiations 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 Territory for which it submitted a Bid.

Moreover:

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

Any changes made by the Lega 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 May 23, 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 June 22, 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 above mentioned 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. Should an Intermediary be awarded all the Rights



of either Serie A or Coppa Italia or Supercoppa Italiana, Lega Serie A shall award such Rights only following the expiry of a forty-five day period from the date the relevant communication is made to the Italian Competition Authority (AGCM), if necessary.

The awarding shall be subject to the condition precedent of the exact fulfillment 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.

In case the condition above shall not be met, Lega Serie A shall have the right to accept the second ranked Bid; in such a case, the acceptance of such Bid shall always be subject to the condition precedent as per the preceding paragraph. In case the condition above shall not be met until such deadline, Lega Serie A shall scroll the ranking and, accordingly, Lega Serie A shall have the right to accept the Bid immediately following in the ranking, and the above procedure will apply *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;
- (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 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, 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 - 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 assigned 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 fulfill 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 activities, shall observe any limitation contained in 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) the ITT and the Media Production Regulations for the Serie A Championship, Coppa Italia and Supercoppa Italiana;
- (ii) the applicable national and international laws, Italian copyright laws, any judicial or administrative decision and any other binding and applicable administrative and sports regulations, including the Media and Sports Code, the regulations containing provisions 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 Minimum Broadcast Obligations

- 6.2.2.1 A Licensee of the Serie A Package, also on its Sub-licensees' behalf, will be required to guarantee, throughout the entire Licensed Territory (save for any possible derogations that Lega Serie A may grant on reasonable grounds on a case-by-case basis, upon objective justifications such as time zones, platforms, availability of television channels), during the course of each Football Season, the broadcast of at least 5 (five) Matches of each Round of the Serie A Championship in their entire duration and amongst them:
- a minimum of 3 (three) said Matches by way of a Satellite Platform or Digital Terrestrial Platform or via cable, at least 2 (two) of which must be shown live;
  - for the remaining 2 (two) Matches during each Round, at its choice also by means of its Internet Platform, provided that such Matches are nevertheless broadcast on a live basis and fully comply with the provisions of clause 6.9, and that in any case at least 4 (four) Matches during each Round of the Serie A Championship are broadcast on a live basis.
- 6.2.2.2 A Licensee of the Coppa Italia Package, also on its Sub-licensees' behalf, will be required to guarantee the broadcast, throughout the entire Licensed Territory, during the course of each Football Season, of at least 13 (thirteen) Matches in total, comprised of at least the Supercoppa Italiana, the Final of the Coppa Italia, each leg of each Semi-final of the Coppa Italia, four Quarter-final Matches and three round-of-sixteen Matches, in their entire duration (save for any possible derogations that Lega Serie A may grant on reasonable grounds on a case-by-case basis, upon objective justifications such as time zones, platforms, availability of television channels). Licensee, also on its Sub-licensees' behalf, shall guarantee the broadcast of said Matches live and must use its best endeavours to guarantee the transmission of all of them on a television Platform (Satellite Platform or Digital Terrestrial Platform or via cable).
- 6.2.2.3 The platforms indicated in clauses 6.2.2.1 and 6.2.2.2 above may be modified by Lega Serie A upon objective and reasonable needs to make adjustments in consideration of technological changes and/or changes in audiovisual content's fruition, so that the purposes of an adequate distribution and promotion of Italian football abroad continue to be satisfactorily pursued even in a changed context. In particular, it is understood that the request to broadcast the minimum number of Matches, as per clauses 6.2.2.1 and 6.2.2.2 above, on the Platform that in the previous Football Season turned out to be, in each Territory, the one with the highest number of users is compliant with the above mentioned requirements. In evaluating the need to adapt to the technological changes, potential peculiarities in specific Territories representing objective impediments to the modification of platforms under clauses 6.2.2.1 and 6.2.2.2 may be taken into consideration upon justified request.
- 6.2.2.4 With regard to the Serie A Championship, the Licensee of the Serie A Package, also on its Sub-licensees' behalf, must guarantee the broadcast throughout the entire Licensed Territory, in whole, of the Preview Magazine and the Edited Highlights at least once at



any time during the period commencing at the conclusion of the final Match of a Round and ending at the commencement of the first Match of the next Round, save for any derogations that Lega Serie A may grant upon request acting reasonably and based on objective grounds on a case-by-case basis.

- 6.2.2.5 With regard to the Coppa Italia and Supercoppa Italiana, the Licensee of the Coppa Italia Package, also on its Sub-licensees' behalf, must guarantee the broadcast throughout the entire Licensed Territory, in whole, of the Preview Magazine and the Edited Highlights at least once at any time during the period commencing at the conclusion of the final Match of a Round and ending at the commencement of the first Match of the next Round, save for any derogations that Lega Serie A may grant upon request acting reasonably and based on objective grounds on a case-by-case basis.
- 6.2.2.6 With regard to the Serie A Championship, the Licensee of the Serie A Package, also on its Sub-licensees' behalf, must guarantee the broadcast throughout the entire Licensed Territory of an appropriate number of promotional trailers, being in any case not less than 5 (five) per each Round, during the week preceding each Serie A Round for a total minimum amount of 190 (one hundred ninety) trailers per Football Season, having a duration between 15 (fifteen) and thirty (30) seconds. With regard to the Coppa Italia, the Licensee of the Coppa Italia Package, also on its Sub-licensees' behalf, must guarantee the broadcast throughout the entire Licensed Territory of an appropriate number of promotional trailers, being in any case not less than thirteen (13) trailers per Football Season, each having a duration between 15 (fifteen) and thirty (30) seconds, during the week preceding each Round of the Second Stage of Coppa Italia and the Supercoppa Italiana.
- 6.2.2.7 With regard to the Serie A Championship, the Coppa Italia and the Supercoppa Italiana, the Licensee of respective Packages, also on its Sub-licensees' behalf, must guarantee the broadcast, also in the Italian language on OTT basis or , alternatively, on one of Licensee's Platforms only if the Licensee does not have such type of offer available - for the benefit of end-users represented by the Italian communities living in the Licensed Territory if such Licensed Territory is comprised in the list of territories under Appendix 2, of:
- three (3) Matches from each Round of the Serie A Championship, to be chosen by the Licensee, in full, on a live or delayed basis, until midnight of the eighth day following conclusion of the relevant Match;
  - in full, on a live or delayed basis, the Semi-finals and the Final of the Coppa Italia and the Supercoppa Italiana, until midnight of the eighth day following conclusion of the relevant Match;

with the obligation to broadcast all Matches under the preceding points with an acceptable quality standard (at least in HD quality). The Licensee shall prove that it has previously achieved and that it continues to achieve, during the License Term, such quality standards, providing Lega Serie A with relevant documentation. The Licensee, also on its Sub-licensees' behalf, also has the obligation to promote the programming of the Competitions by inserting, at least twice per Match, as graphics, references to Lega Serie



A's official website and by transmitting, at least twice per Match Day, promotional trailers to be provided by Lega Serie A. The Italian commentary of the above mentioned Matches will be provided by Lega Serie A at its expense and shall not be modified neither by the Licensee nor by Sub-licensees. The Licensee acknowledges and accepts, also on its Sub-licensees' behalf, that the obligations under this clause constitute fulfillment of the mandatory provisions contained in the Decree with this specific regard.

### 6.2.3 Other Licensee's Obligations

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

- (i) other than where expressly permitted under the terms of its License Agreement, not to alter in any way the Audiovisual Products as supplied by Lega Serie A (i.e. by making cuts or concealing logos included in the Signal), with the exception of the right to integrate, where authorised, such Products;
- (ii) not to commit any act that may jeopardise the exploitation of any Rights that have been acquired by other Licensees and/or Sub-licensees and by any third parties;
- (iii) to exercise its Rights without jeopardising the image, 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, on request, all information regarding the formats and manners in which Audiovisual Products are broadcast (with particular reference to live or delayed broadcasts, broadcast platforms and scheduling times), in sufficient time prior to transmission to enable Lega Serie A to make appropriate validations and analyses of such information;
- (v) in addition to clause 6.9, to supply to Lega Serie A, as soon as possible and not later than 15 (fifteen) days prior to the related content being broadcast, the television programming and coverage that will be transmitted by itself or if applicable, by each Sub-licensee;
- (vi) 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 6.7.3;
- (vii) 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
- (viii) not to carry out any initiatives of product placement without Lega Serie A's prior approval.

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

- (i) advertising programs shall not involve the use of the images of football players or the officials and management of any Club;



- (ii) no alteration to the Signal (whether visual, audio or other) that may give viewers the impression that such alteration is part of the original Signal (namely, Virtual Advertising) can be made to the Match transmissions;
- (iii) no misleading or deceptive advertising or unfair practices of other nature may be inserted in the Match transmissions.

The Licensee and/or, if applicable, the Sub-licensee is entirely liable for any cost, burden or liability arising in respect of the promotional and advertising activities allowed according to the previous paragraphs and in regard to the compliance with any applicable laws or regulations relating to such activities.

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.

The Licensee, also on its Sub-licensees' behalf, acknowledges and accepts, without the Licensee or its Sub-licensees being entitled to any claims against Lega Serie A and/or the Clubs, that:

- (i) third parties may exercise applicable news access rights related to Matches within the limits and in the ways determined by applicable laws, regulations and other measures existing in the Licensed Territory;
- (ii) transmissions made and intended for reception by mobile devices within other territories different from the Licensed Territory may be accessible by users of such mobile devices in the Licensed Territory due to international reciprocal roaming arrangements between network operators;
- (iii) Lega Serie A and the Clubs and their successors in title may autonomously carry out, in the context of the Matches, within the limits of the applicable regulations, any initiative for the purposes of advertising exploitation, including product placement and Virtual Advertising; and
- (iv) amongst potential packages of audiovisual rights of the Serie A Championship for the Seasons 2021/2022, 2022/2023 and 2023/2024 which Lega Serie A reserves the right to commercialise in the Italian territory there may be a package containing the right to transmit Highlights and Correlated Images by way of Free Broadcast also on Satellite Platform. The Licensee, also on its Sub-licensees' behalf, acknowledge, with exclusive reference to such platform and transmission technology, the consequent overspill effect.

### 6.3 Language

Exploitation of the Rights shall be made only in the legally-recognised languages of the relevant Licensed Territory. In the territories with the presence of Italian communities as per Appendix 2, the Rights shall be exercised also in the Italian language, as already specified in clause 6.2.2.7 above.



## 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 Rights by way of any technological means and distribution systems currently available, with the express exclusion of any technological means and distribution systems not in commercial use as of the date of this ITT or which may be developed for use in the future. Any payment mechanism preferred by a Licensee may be used, whether resulting in a Free Broadcast, a Pay Broadcast or any combination at its choice, unless it is expressly forbidden by a specific Package. Any exploitation of Rights by way of any technological means and distribution systems brought into commercial use after the date of this ITT or developed for use in the future shall only be authorised by Lega Serie A upon execution of a specific separate written agreement and may be subject to the payment of an additional consideration. The above is without prejudice to the rights provided for by clause 6.2.2.3.

## 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

A Licensee and/or, if applicable, a Sub-licensee shall be authorised by Lega, in compliance with the conditions indicated in the License Agreement, to use the marks and logos of Lega and the Clubs only as part of that Licensee's and/or, if applicable, Sub-licensee's promotional and marketing activities in respect of its broadcast of the Competitions. Any use for other purposes, for example in order to promote any product or service other than the broadcast itself, is strictly forbidden. Further guidelines and instructions for the aforementioned use of the marks, logos, emblems, graphics solutions, hymn/signature tune of the Lega Serie A and of the Clubs, 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 and/or by Clubs.

Lega Serie A or the individual Clubs (as the case may be) will remain the legal and exclusive owners of all marks, logos and other intellectual property rights.

## 6.7 Advertising

6.7.1 A Licensee and/or, if applicable, a Sub-licensee shall be entitled to exploit broadcast sponsorship and advertising opportunities in respect of its Package(s), with no limitation of product category, during, immediately before and immediately after a broadcast, without prejudice to clause 6.2.3. However, the Licensee and/or, if applicable, the Sub-licensee shall not execute Title sponsorship agreements or Presenting sponsorship agreements of its broadcast of the Matches with any organisation which is involved, in full or in part, in the production, sale or distribution of products or





services that are in the same product category as those of the Title sponsors or International/Regional Presenting sponsors, the Official Time Keeper sponsor and Data sponsor or Technology Partners of Lega or of the Serie A Championship, Coppa Italia or Supercoppa Italiana. The Licensee and/or the Sub-licensee shall also not allow any advertising which promotes products or services in a manner that expresses or implies an association with the Serie A Championship, Coppa Italia or Supercoppa Italiana or with the Clubs and their players. A Licensee shall have an obligation to consult with Lega Serie A, by 31 May of each year prior to the following Football Season, in order to obtain the complete list of the Lega Serie A's Title sponsor, of the International/Regional Presenting sponsors, the Official Time Keeper Sponsor, Data Sponsor and Technology Partners of Lega or of the Serie A Championship, Coppa Italia or Supercoppa Italiana, and to ascertain to which product category a potential sponsor's products or services may belong.

- 6.7.2 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.
- 6.7.3 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 Licensee's 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, on behalf of itself and of its Sub-licensees, for whose acts it will be liable, warrants that and undertakes to put in place all security measures necessary to protect the exploitation of the Audiovisual Rights and to prevent the unauthorised reception, exploitation or viewing of the Audiovisual Products outside of the Licensed Territory. This includes mechanisms such as encryption, geo-blocking, DRM systems (digital rights management), the regular monitoring and review of residences of subscribers (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 Lega Serie A acknowledges that there may be possible exceptions to the above, such as the accidental, unavoidable and unintentional overspill of Free Broadcast transmissions or as a result of any mandatory laws or regulations, such as but not limited to laws permitting (i) the free circulation of devices (such as decoders) necessary to receive and view encrypted broadcasts, (ii) the





access to and use of portable online content by subscribers to that content who are temporarily present in a territory outside of their home territory (especially as may be the case amongst EEA Member States) and (iii) cable or any other transmissions or re-transmissions outside of the Licensed Territory of broadcasts originating from within the Licensed Territory. Notwithstanding this, under no circumstances shall a Licensee 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, also on its Sub-licensees' behalf, acknowledges that no retransmissions will be permitted within the Italian Territory whatsoever;
- (b) Licensee, also on its Sub-licensees' behalf, has the obligation 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 that should be subsequently established.

6.8.3 It is in all cases strictly forbidden:

- (i) in respect of Digital Terrestrial Platforms and/or Satellite Platforms, to transmit by any Free Broadcast or other unencrypted transmission, whether receivable, in whole or in part, within the Italian Territory;
- (ii) in respect of Internet Platforms, Mobile Platforms and IPTV Platforms, any transmissions of a Match which is not restricted and available solely to the authorised users of the Licensed Territory.



## 6.9 Quality requirements and Reporting

Each Licensee and/or, if applicable, each Sub-licensee undertakes to produce a broadcast of the Events of the Competitions to the highest market production standards using suitably skilled personnel.

On a monthly basis during the Football Season, a Licensee (on behalf of its Sub-licensees, as the case may be) will be obliged to provide Lega Serie A with a detailed summary containing at least the following key data: broadcast dates, times and type of transmission (e.g. live or delayed), audience figures and ratings and other related analysis (such as information concerning demographic characteristics and the geographical location), number of subscribers, market penetration, as well as key data related to social media interactions with the exploited Rights and any other additional data measured by the Licensee and Sub-licensees functional to the following purposes. Lega Serie A may use such information and data in order to:

- (i) conduct internal processing, research and information;
- (ii) make communications to the public;
- (iii) make communications to sponsors of Lega Serie A, as well as to the Clubs and their sponsors; and
- (iv) support its own commercial initiatives such as sponsors' scouting and proposition of future offers of audiovisual rights to the market.

The Licensee acknowledges and accepts that Lega Serie A may also make use of the information and data provided for by clause 6.9 for judicial purposes, including anti-piracy initiatives, employing, if applicable, appropriate protection measures with regard to confidential information against third parties' access.

## 6.10 Marketing Obligations and Promotional Support

In addition to what provided for by clause 6.2.2.6, Licensee and/or, if applicable, Sub-licensee will be required to develop supportive and innovative marketing programmes and initiatives to the benefit of Lega Serie A and of the Clubs in order to promote Lega Serie A and the Competitions and to maximise their value in the Licensed Territory.

## 6.11 Sub-licensing

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

- (a) such sub-licence is made on terms and conditions which are the same as the relevant terms and conditions contained in the License Agreement;
- (b) the Sub-license Agreement shall provide for proper provisions allowing termination by the Licensee, or by Lega Serie A in case of Licensee's inactivity, of such Sub-license Agreement in the events provided for by clauses 5.1, 5.2, 6.2, 6.4, 6.6, 6.7, 6.8, 6.9, 6.10, 6.11, 7.3, 8.6.1 and 8.6.3 and, in any case of breach or default, to undertake any different and further initiative to protect the Audiovisual Rights. Each Sub-license Agreement shall also provide for



its automatic termination if the License Agreement between Lega 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 6.13.6 without prejudice in such case to the right of Lega Serie A to substitute the Licensee in the Sub-license Agreement, by taking over, at its absolute discretion and without prejudice to what provided for by clause 6.11.4, the rights and obligations towards the Sub-licensee and by receiving the full consideration due by the latter;

- (c) the Licensee shall be liable, jointly and severally 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-license Agreement directly against the Sub-licensee and (ii) Lega may take over the Sub-license Agreement according to preceding letter b). The Sub-license Agreement shall therefore include clauses that implement and enforce such terms and conditions;
  - (d) the Licensee shall remain in any case fully liable for its obligations under the License Agreement; and
  - (e) the Sub-licensee is a person or organisation which meets the Bidder requirements as set out in this ITT.
- 6.11.2 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-license Agreement, prior to undertaking with them any definitive commitment. Such communication shall include the Sub-license Agreement's main conditions (except for the consideration) 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.
- 6.11.3 Any further sub-licensing by a Sub-licensee is permitted, solely on the basis of the same obligations and proceedings as laid down in this clause 6.11 and shall be approved in any case by Lega Serie A.
- 6.11.4 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 6.11.3 must provide Lega Serie A with any Sub-license Agreement including the agreements as per clause 6.11.3. 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 6.11.3.

## 6.12 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".

## 6.13 Term and Termination

- 6.13.1 The License Agreement shall be effective for the duration of the Term as specified in the preceding clause 6.5.
- 6.13.2 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, 6.11 or in case of three subsequent breaches of the Licensee's contractual obligations set forth in clauses 6.6, 6.7, 6.9, 6.10, 7.3, 8.6.1 and 8.6.3.
- 6.13.3 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.
- 6.13.4 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.
- 6.13.5 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.
- 6.13.6 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, 6.10, 6.11, 7.3, 8.6.1 and 8.6.3 of the present ITT. In this case, all other provisions of the License Agreement shall remain in force, and the consideration due by the Licensee shall not be reduced and shall remain entirely due to Lega Serie A.
- 6.13.7 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 Matches of the Competitions is produced and distributed in accordance with the provisions of Appendix 4.

### 7.2 Costs

- 7.2.1 The Licensee and/or its Sub-licensee(s) who request to receive the Signal of the Matches will be required to pay the technical costs relating to the provision of the Signal by the appointed services provider of Lega Serie A at designated access points, in accordance with the provisions of Appendix 4. These costs are equal to 3,5% of the consideration of the awarded Package and shall be borne by the Licensee in addition to such consideration and according to the same payment terms provided for by clause 5.1.
- 7.2.2 The costs to access the Preview Magazine, the Edited Highlights and the additional content as provided under Appendix 4 are equal to 0,5% of the consideration of the awarded Package and shall be borne by the Licensee in addition to such consideration and according to the same payment terms provided for by clause 5.1.
- 7.2.3 The Signal access fee for all the Matches and the access fee to the additional content as provided under Appendix 4 include the technical cost for distribution (access to the European satellite) but exclude possible turnaround on non-European satellite.

### 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, as well as at the beginning and the end of the Preview Magazine, of the Edited Highlights and of the additional content as provided under Appendix 4. 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 preceding and following the transmission of a replay or other images (so-called "wipe") together with the written 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 written 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 written or figurative trademark of the International/Regional Presenting sponsor;
- (v) the institutional signature tune referred to in the preceding point (i) includes the written 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 written or figurative trademark of the Data sponsor 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 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, even if integrated by the Licensee and/or, if applicable, the Sub-licensee, the latter 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 does not make any representations or warranties as to the accuracy, adequacy and completeness of any information contained within this ITT and a Bidder may not at any time rely on this ITT to bring any claim, action or proceeding against Lega Serie A.

In reference to the Judgment of the Court of Justice of 4 October 2011 (Joined Cases C-403/08 and C-429/08), cited in clause 6.8.2, as well as in reference to other similar binding judgment of any judicial bodies of any Licensed Territory whatsoever or to other applicable laws, the risk of any adverse effects on the value and distribution of Audiovisual Products is entirely and exclusively on the Bidder, in particular with reference to situations where the Bidder claims the consideration offered under a Bid to be based on the assumption of an absolute territorial protection arising from the terms and conditions hereunder. Neither the Bidders nor the Licensee and/or the Sub-licensees may be entitled to any claim, legal action or right of compensation relating to any adverse consequences thereof, nor be entitled to reductions or refunds of the fees offered.

## 8.3 Notice to Bidders

Bidders should 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 on its (and if applicable) its Sub-licensees' behalf, hereby expressly waives any rights in and any claims whatsoever to the Matches' images and footage and acknowledges that, except for the rights (and limitations) explicitly set out in the License Agreement, a Licensee is not and will not be entitled to any copyright in such images and footage, which may be commercialised solely by Lega 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.
- 8.6.4 The only exception to the above shall be the journalistic audio commentaries that will remain the property of the Licensee or the Sub-licensee (as the case may be). Lega Serie A shall be entitled to use such commentaries without any cost or royalty, for non-commercial purposes, in a non-exclusive way and upon prior notice to the Licensee of such use. At Lega Serie A's request, a Licensee must provide to Lega Serie A or to persons indicated by Lega Serie A all the recordings carried out under this ITT and/or License Agreement, including any footage recorded but not broadcast, at no cost or charge to Lega Serie A.

## 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 Bid Provisions**

In case of any of the provisions contained in this ITT being found void or voidable, the parties undertake to negotiate in good faith the substitution of the void or voidable clause with the 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 or negotiations shall be governed by and construed in accordance with the laws of Italy. Any and all disputes or claims arising in relation to this ITT or to the License Agreement shall be submitted to the exclusive jurisdiction of the courts of Milan, Italy. Notwithstanding that a courtesy translation of the ITT in the English language is provided by Lega, the Italian version is the only binding version of the ITT. Any dispute shall be resolved and construed with exclusive reference to the Italian version.



## APPENDIX 1 - TERRITORIES

### A. MENA

Package ID	Package Name	Territories
<b>MENA</b>	MENA	All countries which are part of the Middle East and North Africa area ("MENA"), i.e. Algeria, Bahrain, Chad, Djibouti, Egypt, Iran, Iraq, Jordan, Kuwait, Lebanon, Libya, Mauritania, Morocco, Oman, Palestine, Qatar, Saudi Arabia, Somalia, South Sudan, Sudan, Syria, Tunisia, United Arab Emirates, Yemen

### B. Countries

Package ID	Package Name	Territories
<b>Country 1</b>	MENA - Algeria	Algeria
<b>Country 2</b>	MENA - Saudi Arabia	Saudi Arabia
<b>Country 3</b>	MENA - Bahrain	Bahrain
<b>Country 4</b>	MENA - Chad	Chad
<b>Country 5</b>	MENA - Egypt	Egypt
<b>Country 6</b>	MENA - United Arab Emirates	United Arab Emirates
<b>Country 7</b>	MENA - Djibouti	Djibouti
<b>Country 8</b>	MENA - Jordan	Jordan
<b>Country 9</b>	MENA - Iran	Iran
<b>Country 10</b>	MENA - Iraq	Iraq
<b>Country 11</b>	MENA - Kuwait	Kuwait
<b>Country 12</b>	MENA - Lebanon	Lebanon
<b>Country 13</b>	MENA - Libya	Libya
<b>Country 14</b>	MENA - Morocco	Morocco
<b>Country 15</b>	MENA - Mauritania	Mauritania
<b>Country 16</b>	MENA - Oman	Oman
<b>Country 17</b>	MENA - Palestine	Palestine
<b>Country 18</b>	MENA - Qatar	Qatar
<b>Country 19</b>	MENA - Syria	Syria
<b>Country 20</b>	MENA - Somalia	Somalia
<b>Country 21</b>	MENA - Sudan	Sudan
<b>Country 22</b>	MENA - South Sudan	South Sudan
<b>Country 23</b>	MENA - Tunisia	Tunisia
<b>Country 24</b>	MENA - Yemen	Yemen



## APPENDIX 2 - TERRITORIES FOR TRANSMISSION DESTINED FOR ITALIAN COMMUNITIES LIVING IN MIDDLE EAST AND NORTH AFRICA

This Appendix 2 lists those territories where broadcasts in the Italian language (in addition to the legally-recognised languages) must be carried out for Italian communities living in Middle East and North Africa:

- Chad;
- Djibouti;
- Mauritania;
- Somalia.



## APPENDIX 3 - BID LETTER

This Appendix 3 contains the pro-forma document each Bidder must abide to in presenting its Bid.

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

FOR THE ACQUISITION OF PACKAGES OF MIDDLE EAST AND NORTH  
AFRICA AUDIOVISUAL RIGHTS RELATED TO LEGA SERIE A  
COMPETITIONS  
FOOTBALL SEASONS 2021/2022, 2022/2023 AND 2023/2024

**Company name:**

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

In connection with the Invitation to Tender issued by Lega Serie A on January 15, 2021 (“ITT”), the undersigned company (“Bidder”) hereby submits its Bid for the acquisition of the following Package(s) (mark with a cross on type of Package and Territory and indicate the consideration offered for each Season).

Such consideration is in addition to the technical costs related to the supply of the Signal and, where applicable, to the technical costs related to the supply of additional content, as provided for in clause 7 and in Appendix 4.

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

INVITATION TO TENDER FOR  
MIDDLE EAST AND NORTH AFRICA MEDIA RIGHTS



**MENA TERRITORY**

(2 Packages)

<b>Package</b>	<b>Consideration offered for each Season</b>
<b>Serie A</b>	2021/2022: € _____ ( _____ / _____ )
	2022/2023: € _____ ( _____ / _____ )
	2023/2024: € _____ ( _____ / _____ )
<b>Coppa Italia</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 4 according to the payment terms indicated therein.

INVITATION TO TENDER FOR  
MIDDLE EAST AND NORTH AFRICA MEDIA RIGHTS



**TERRITORY: COUNTRY**

(24 Serie A Packages and 24 Coppa Italia Packages)

Package	Country	Consideration offered for each Season
<b>Serie A</b>	Package Country 1 MENA - Algeria	2021/2022: € _____ ( _____ / )
		2022/2023: € _____ ( _____ / )
		2023/2024: € _____ ( _____ / )
	Package Country 2 MENA - Saudi Arabia	2021/2022: € _____ ( _____ / )
		2022/2023: € _____ ( _____ / )
		2023/2024: € _____ ( _____ / )
	Package Country 3 MENA - Bahrain	2021/2022: € _____ ( _____ / )
		2022/2023: € _____ ( _____ / )
		2023/2024: € _____ ( _____ / )
	Package Country 4 MENA - Chad	2021/2022: € _____ ( _____ / )
		2022/2023: € _____ ( _____ / )
		2023/2024: € _____ ( _____ / )
	Package Country 5 MENA - Egypt	2021/2022: € _____ ( _____ / )
		2022/2023: € _____ ( _____ / )
		2023/2024: € _____ ( _____ / )
	Package Country 6 MENA - United Arab Emirates	2021/2022: € _____ ( _____ / )
		2022/2023: € _____ ( _____ / )
		2023/2024: € _____ ( _____ / )
	Package Country 7 MENA - Djibouti	2021/2022: € _____ ( _____ / )
		2022/2023: € _____ ( _____ / )
		2023/2024: € _____ ( _____ / )
	Package Country 8 MENA - Jordan	2021/2022: € _____ ( _____ / )
		2022/2023: € _____ ( _____ / )
		2023/2024: € _____ ( _____ / )
	Package Country 9 MENA - Iran	2021/2022: € _____ ( _____ / )
		2022/2023: € _____ ( _____ / )
		2023/2024: € _____ ( _____ / )
	Package Country 10 MENA - Iraq	2021/2022: € _____ ( _____ / )
		2022/2023: € _____ ( _____ / )
		2023/2024: € _____ ( _____ / )



INVITATION TO TENDER FOR  
MIDDLE EAST AND NORTH AFRICA MEDIA RIGHTS



Package Country 11 MENA - Kuwait	2021/2022: € _____ ( _____ / )
	2022/2023: € _____ ( _____ / )
	2023/2024: € _____ ( _____ / )
Package Country 12 MENA - Lebanon	2021/2022: € _____ ( _____ / )
	2022/2023: € _____ ( _____ / )
	2023/2024: € _____ ( _____ / )
Package Country 13 MENA - Libya	2021/2022: € _____ ( _____ / )
	2022/2023: € _____ ( _____ / )
	2023/2024: € _____ ( _____ / )
Package Country 14 MENA - Morocco	2021/2022: € _____ ( _____ / )
	2022/2023: € _____ ( _____ / )
	2023/2024: € _____ ( _____ / )
Package Country 15 MENA - Mauritania	2021/2022: € _____ ( _____ / )
	2022/2023: € _____ ( _____ / )
	2023/2024: € _____ ( _____ / )
Package Country 16 MENA - Oman	2021/2022: € _____ ( _____ / )
	2022/2023: € _____ ( _____ / )
	2023/2024: € _____ ( _____ / )
Package Country 17 MENA - Palestine	2021/2022: € _____ ( _____ / )
	2022/2023: € _____ ( _____ / )
	2023/2024: € _____ ( _____ / )
Package Country 18 MENA - Qatar	2021/2022: € _____ ( _____ / )
	2022/2023: € _____ ( _____ / )
	2023/2024: € _____ ( _____ / )

INVITATION TO TENDER FOR  
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Package	Country	Consideration offered for each Season
<b>Serie A</b>	Package Country 19 MENA - Syria	2021/2022: € _____ ( _____ / )
		2022/2023: € _____ ( _____ / )
		2023/2024: € _____ ( _____ / )
	Package Country 20 MENA - Somalia	2021/2022: € _____ ( _____ / )
		2022/2023: € _____ ( _____ / )
		2023/2024: € _____ ( _____ / )
	Package Country 21 MENA - Sudan	2021/2022: € _____ ( _____ / )
		2022/2023: € _____ ( _____ / )
		2023/2024: € _____ ( _____ / )
	Package Country 22 MENA - South Sudan	2021/2022: € _____ ( _____ / )
		2022/2023: € _____ ( _____ / )
		2023/2024: € _____ ( _____ / )
Package Country 23 MENA - Tunisia	2021/2022: € _____ ( _____ / )	
	2022/2023: € _____ ( _____ / )	
	2023/2024: € _____ ( _____ / )	
Package Country 24 MENA - Yemen	2021/2022: € _____ ( _____ / )	
	2022/2023: € _____ ( _____ / )	
	2023/2024: € _____ ( _____ / )	

INVITATION TO TENDER FOR  
MIDDLE EAST AND NORTH AFRICA MEDIA RIGHTS



Package	Country	Consideration offered for each Season
<b>Coppa Italia</b>	Package Country 1 MENA - Algeria	2021/2022: € _____ ( _____ / )
		2022/2023: € _____ ( _____ / )
		2023/2024: € _____ ( _____ / )
	Package Country 2 MENA - Saudi Arabia	2021/2022: € _____ ( _____ / )
		2022/2023: € _____ ( _____ / )
		2023/2024: € _____ ( _____ / )
	Package Country 3 MENA - Bahrain	2021/2022: € _____ ( _____ / )
		2022/2023: € _____ ( _____ / )
		2023/2024: € _____ ( _____ / )
	Package Country 4 MENA - Chad	2021/2022: € _____ ( _____ / )
		2022/2023: € _____ ( _____ / )
2023/2024: € _____ ( _____ / )		
Package Country 5 MENA - Egypt	2021/2022: € _____ ( _____ / )	
	2022/2023: € _____ ( _____ / )	
	2023/2024: € _____ ( _____ / )	
Package Country 6 MENA - United Arab Emirates	2021/2022: € _____ ( _____ / )	
	2022/2023: € _____ ( _____ / )	
	2023/2024: € _____ ( _____ / )	
Package Country 7 MENA - Djibouti	2021/2022: € _____ ( _____ / )	
	2022/2023: € _____ ( _____ / )	
	2023/2024: € _____ ( _____ / )	
Package Country 8 MENA - Jordan	2021/2022: € _____ ( _____ / )	
	2022/2023: € _____ ( _____ / )	
	2023/2024: € _____ ( _____ / )	
Package Country 9 MENA - Iran	2021/2022: € _____ ( _____ / )	
	2022/2023: € _____ ( _____ / )	
	2023/2024: € _____ ( _____ / )	
Package Country 10 MENA - Iraq	2021/2022: € _____ ( _____ / )	
	2022/2023: € _____ ( _____ / )	
	2023/2024: € _____ ( _____ / )	
Package Country 11 MENA - Kuwait	2021/2022: € _____ ( _____ / )	
	2022/2023: € _____ ( _____ / )	
	2023/2024: € _____ ( _____ / )	

INVITATION TO TENDER FOR  
MIDDLE EAST AND NORTH AFRICA MEDIA RIGHTS



Package Country 12 MENA - Lebanon	2021/2022: € _____ ( _____ / )
	2022/2023: € _____ ( _____ / )
	2023/2024: € _____ ( _____ / )
Package Country 13 MENA - Libya	2021/2022: € _____ ( _____ / )
	2022/2023: € _____ ( _____ / )
	2023/2024: € _____ ( _____ / )
Package Country 14 MENA - Morocco	2021/2022: € _____ ( _____ / )
	2022/2023: € _____ ( _____ / )
	2023/2024: € _____ ( _____ / )
Package Country 15 MENA - Mauritania	2021/2022: € _____ ( _____ / )
	2022/2023: € _____ ( _____ / )
	2023/2024: € _____ ( _____ / )
Package Country 16 MENA - Oman	2021/2022: € _____ ( _____ / )
	2022/2023: € _____ ( _____ / )
	2023/2024: € _____ ( _____ / )
Package Country 17 MENA - Palestine	2021/2022: € _____ ( _____ / )
	2022/2023: € _____ ( _____ / )
	2023/2024: € _____ ( _____ / )
Package Country 18 MENA - Qatar	2021/2022: € _____ ( _____ / )
	2022/2023: € _____ ( _____ / )
	2023/2024: € _____ ( _____ / )

INVITATION TO TENDER FOR  
MIDDLE EAST AND NORTH AFRICA MEDIA RIGHTS



Package	Country	Consideration offered for each Season
<b>Coppa Italia</b>	Package Country 19 MENA - Syria	2021/2022: €_____ (_____/)
		2022/2023: €_____ (_____/)
		2023/2024: €_____ (_____/)
	Package Country 20 MENA - Somalia	2021/2022: €_____ (_____/)
		2022/2023: €_____ (_____/)
		2023/2024: €_____ (_____/)
	Package Country 21 MENA - Sudan	2021/2022: €_____ (_____/)
		2022/2023: €_____ (_____/)
		2023/2024: €_____ (_____/)
	Package Country 22 MENA - South Sudan	2021/2022: €_____ (_____/)
		2022/2023: €_____ (_____/)
		2023/2024: €_____ (_____/)
	Package Country 23 MENA - Tunisia	2021/2022: €_____ (_____/)
		2022/2023: €_____ (_____/)
		2023/2024: €_____ (_____/)
	Package Country 24 MENA - Yemen	2021/2022: €_____ (_____/)
		2022/2023: €_____ (_____/)
		2023/2024: €_____ (_____/)

INVITATION TO TENDER FOR  
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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 4 according to the payment terms indicated therein.

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

- a) updated Bidder's company registration certificate issued by the local register authority;
- b) copy of the Bidder's last annual audited financial statement showing adequate guarantees of solvency and financial resources such as to guarantee the payments set forth in clause 5.1 or, alternatively, a first demand bank guarantee issued by a leading banking institution in relation to the fee due per Season, without prejudice to clause 5.2;
- c) documentation regarding the Bidder's experience in the distribution of audiovisual rights or in the marketing thereof;
- d) proposed financial securities offered by the Bidder;
- e) plan for development of supportive and innovative marketing programmes and initiatives to the benefit of Lega Serie A and of the Clubs in order to promote Lega and its Competitions and maximize their value in the Licensed Territory.

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

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

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

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

The Bidder undertakes to maintain a Bid as irrevocable until May 23, 2021, without prejudice, in any case, to clause 4.7, final paragraph.

INVITATION TO TENDER FOR  
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The Bidder acknowledges and confirms that:

- any determination regarding the acceptance of a Bid is left to the evaluation and is subject to acceptance by the competent bodies of Lega Serie A, which may take action at any time until May 23, 2021, without prejudice, in any case, to Clause 4.7, last paragraph;
- Lega Serie A has the right to cancel the ITT at any time, without the Bidders being entitled to claim or obtain any performance by Lega Serie A for any reason whatsoever; the publication of the ITT and the receipt of the Bids do not entail any obligation on Lega Serie A to sell to the Bidders and do not confer any right to the Bidders to obtain any performance from Lega Serie A or from its associates, officers, employees or consultants.

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

This offer integrates all terms and conditions set forth in the ITT, which are referred to per relationem. Based upon art. 1341 and 1342 of the Italian Civil Code, the Bidder specifically declares to have evaluated, approved, and therefore to expressly consent to the contents of the following 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), 6.2.1 (Licensee's Obligations), 6.2.2 (Minimum Broadcast Obligations), 6.2.3 (Other Licensee's Obligations), 6.7 (Advertising), 6.8 (Territorial Protection and Anti-Piracy), 6.11 (Sub-licensing) 6.13 (Term and Termination), 8.2 (No Warranties or Representations), 8.4 (Costs and Expenses), 8.5 (Confidentiality), 8.6 (Intellectual Property), 8.7 (Amendments), 8.8 (Voidness or Voidability of Bid Provisions), 8.9 (Assignability of the License Agreement by Lega Serie A), 8.10 (Governing Law, jurisdiction and language).

Legible signature	
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## APPENDIX 4 - SIGNAL AND ADMISSION TO THE STADIUM

This Appendix 4 describes the features and costs of the Signal, possible integrations to such Signal and additional content available for the Licensee in the Licensed Territory.

### 1. Signal

#### 1.1 Technical features of the Signal:

- (i) in relation to the Matches of the Competitions which are produced in 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;
- (ii) in relation to the Matches of the Competitions which are produced in the standards identified as D and E, the Signal is realised in HD 1080p50 technology.

#### 1.2 The Matches of the Competitions (excluding the Matches of the First Qualifying Stage of Coppa Italia) are produced with a minimum configuration of 14 cameras, according to different standards and for an approximate number of Matches of Serie A and Coppa Italia and Supercoppa Italiana as follows:

<b>Standard</b>	<b>Approximate Number of Serie A Matches per Season</b>	<b>Approximate Number of Coppa Italia and Supercoppa Italiana Matches per Season</b>
Standard A (18+2cameras)	38	1 (Coppa Italia Final) 1 (Supercoppa Italiana)
Standard B (16+2cameras)	72	4 (Coppa Italia Semi-finals home/away)
Standard C (12+2 cameras)	270	20 (Coppa Italia Quarter-finals, Round of Sixteen and 4th knockout Round)
Standard D (5 cameras)	-----	6 (Coppa Italia 1st, 2nd, 3rd knockout Rounds, if Matches are produced)
Standard E (3 cameras)	-----	-----

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

#### 1.3 Each Match production system, including minimum technical standards and quality and editorial criteria for each television production, is detailed in the Media Production Regulations which will be published on Lega Serie A official website. Cameras positions as therein described may be modified due to technical needs.



Production in new technological formats, as an example 5K/8K technology, could be realised by Lega Serie A in substitution or in addition to the main production, also specifically upon the request of the Licensee and prior payment by the Licensee of the related Signal access costs as detailed in the following paragraph 1.5. Similarly, "VR 360°" technology production could be made available to the requesting Licensee or Sub-licensee pending prior payment of the related technical costs.

- 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 supply to Lega Serie A, with adequate notice, the list of all Sub-licensees authorised to receive the Signal. Upon request of the Licensee or Sub-licensee and prior agreement with the technical distribution service designated by Lega Serie A, the Signal can be made available through satellite links (European satellite access, turnaround excluded) to specific encrypted channels or other modalities (by way of example, fiber or IP).
- 1.5 If any Matches are produced in 5K/8K technology, the Licensee or Sub-licensee transmitting the related Signal will be requested to pay, in addition to the cost of accessing the Signal, a further Signal access cost to be quoted in accordance with the development of such technology, based also on production costs. In case more than one Licensees or Sub-licensees transmit or re-transmit the same Match, the fee is to be shared among the number of the Licensees and/or Sub-licensees. Similarly, if any Matches are produced in "VR 360°" technology, the requesting Licensee or Sub-licensee will be required to pay an additional fee to be quoted in accordance with the development of such technology.
- 1.6 The Signal made available to the Broadcasters for the Licensed Territory includes the overlay of the official graphics determined by Lega Serie A which Licensee undertakes to transmit (by way of example, VAR, GLT and statistics). Should such graphics be supplied separately, the Licensee is committed to insert them according to the instructions provided by Lega Serie A.



## 2. Interviews and Admission to the Stadium

2.1 Lega Serie A will grant to Licensee, the day before the Match, after the press conference, the right to:

- |   |  |
|---|--|
| (i) perform and transmit on a delayed basis an interview with the guaranteed presence of one of the most representative Club's member (a player in the starting eleven during the Match of the previous Round or the coach) of a maximum duration of five minutes | Right granted to a maximum of one (1) Licensee per Match |
|---|--|

2.2 The individuals authorized by Lega Serie A, at its absolute discretion, to access each Match will be entitled to, in compliance with the Media Production Regulations:

(i) use a commentary position, requiring technical equipment, with the possibility of a dedicated audio channel of the Signal and live audio-video connection, upon payment of the related technical service costs;	Right granted to all the requesting Licensees
(ii) perform pre-Match interviews during teams' arrival;	Right granted to a maximum of three (3) Licensees per Match
(iii) perform a pre-Match stand-up inside the dressing rooms, after filming the players' kits but before teams' arrival;	Right granted to a maximum of one (1) Licensee per Match
(iv) perform a pre-Match stand-up from the pitch	Right granted to a maximum of three (3) Licensees per Match
(v) perform live commentary from the pitch (pitch reporter) during the Match, requiring technical facilities, with the possibility of a dedicated audio channel of the Signal and live audio-video connection, pending prior payment of technical service costs related to Signal additions;	Right granted to a maximum of three (3) Licensees per Match
(vi) perform post-Match interviews from the pitch (superflash)	Right granted to a maximum of one (1) Licensee per Match
(vii) perform post-Match interviews from the so called "Flash Zone" dedicated to International Licensees;	Right granted to a maximum of three (3) Licensees per Match
(viii) perform post-Match interviews from the so called "Mixed Zone" and in Press Room;	Right granted to all the requesting Licensees



(ix) integrate the Match Signal with pictures from a television studio placed inside the Stadium, in a dedicated area established by Lega Serie A in accordance with the hosting Club, preferably with pitch view (pitch view studio), arranged by the Licensee at its own expenses;	Right granted to a maximum of one (1) Licensee per Match
(x) integrate the Signal with standard and optional cameras requested by the Licensee, to be placed in specific areas established by Lega Serie A in accordance with the hosting Club and upon proper authorisation that Lega Serie A may give on a case-by-case basis at its complete discretion, upon payment of the related technical service costs and with the obligation to make such Signal available to VAR;	Right granted to a maximum of three (3) Licensees per Match
(xi) receive highlights between first and second half of the Match. Content and production modalities are set out in the Media Production Regulations;	Right granted to all the requesting Licensees
(xii) receive the unloading of three minutes from each isocam at the end of the Match. Content and production modalities are set out in the Media Production Regulations;	Right granted to all the requesting Licensees
(xiii) receive up to a maximum of 7 (beauty cam and Camera 1 as disaster recovery included) isolated standard cameras signals (iso cam) - being in any case prohibited to use such isolated signals in order to realise a production other than the one supplied by Lega Serie A - to be used in full compliance with editorial guidelines issued by Lega Serie A, upon payment of the related technical service costs;	Right granted to all Licensees present on the site of the Match with their own OB
(xiv) request unilateral windows before the multilateral transmission starts and after its conclusion, dedicated to interviews and/or to customised audio-video connections, for pre-Match stand-up and post-Match live interviews in the "Flash Zone", upon payment of the related technical costs.	Right granted to all the requesting Licensees

2.3 With reference to the rights specified in points 2.1 and 2.2, the Licensee acknowledges and accepts that the maximum number of Licensees which the aforementioned rights shall be granted to will be counted by Lega Serie A taking into account the total number of licensees for the international



territory, including the territories which are excluded from this ITT, in any case without prejudice to the provision of the following point 2.4.

- 2.4 The Licensee must from time to time, at least 15 (fifteen) days before the Match, ask Lega Serie A for the relevant authorisation for admission to a Match Stadium based upon the provisions of the preceding point 2.2, and acknowledges that such authorisation will be given on a case by case basis at its complete discretion, depending upon logistical availability, the consideration paid for the Package, the order of submission of requests and promotional activities of the Licensees and/or Sub-licensees in each geographic area.
- 2.5 Requests by the Licensee and/or Sub-licensees for unilateral production services, limited to as provided in this Appendix 4, are subject to payment of the applicable rate card fee. Lega Serie A will use reasonable effort to make such unilateral services available to Licensees and/or Sub-licensees but gives no undertakings in this regard. The extent and availability of the services offered by Lega Serie A will be determined by Lega Serie A at the time of such requests.



### 3. Additional Content

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

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



### MATCH PROGRAMMING

Content aimed at maximising the exposure of the Matches of the Competitions, as the case may be on the basis of the awarded Package.

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

## 4. Costs

The Signal access fee for all the Matches, including the technical distribution cost (access to the European satellite, turnaround excluded), and access fee to the additional content, due by each Licensee and/or Sub-licensee - according to the same payment terms provided under clause 5 of the ITT - shall amount to an additional percentage of the consideration of each Package as shown in the table below:

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