

# INVITATION TO SUBMIT BIDS SECOND ROUND OF BIDDING FOLLOWING PRIVATE NEGOTIATIONS

## INTERNATIONAL MEDIA RIGHTS

### SPORT SEASONS

2021/22, 2022/23, 2023/24

**Date of issue:** 5 March 2021

**Deadline for submission of Bids:**

11.00 a.m. C.E.T. 10 March 2021

*This document contains an English courtesy translation of the Invitation to submit Bids – Second round of bidding after private negotiations, issued by Lega Nazionale Professionisti Serie A. The Italian text remains the primary text. Should any discrepancy arise, it shall be resolved referring solely to the Italian text.*



**SERIE A**

## INVITATION TO SUBMIT BIDS - SECOND ROUND OF BIDDING FOLLOWING PRIVATE NEGOTIATIONS INTERNATIONAL MEDIA RIGHTS



Please download the latest version of Adobe Reader to complete this form: [get.adobe.com/reader](https://get.adobe.com/reader)

In order to facilitate the Bids' submission, this specimen of bid letter can be filled in electronically by the Bidders.

Thus, any Bidder may download the specimen and fill it electronically in any part except the signature. The bid must be signed manually by the person indicated by clause 4.5, third paragraph, of the ITT (electronic signature is **NOT** allowed).

Once signed, the Bidder must scan the entire document and upload it in .pdf format through the platform:

<https://legaseriea.acquistitelematici.it> within the deadline set.

### APPENDIX B - BID LETTER

This Appendix B contains the pro-forma document each Bidder must abide to in presenting its Increased Bids and/or New Bids.

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

#### OFFER

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

<b>Company name:</b>		
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 November 23, 2020 ("ITT") and with the Notice issued on March 5, 2021, 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, to be expressed in numbers and letters, is net of any applicable taxes, deductions, expenses and withholdings, which shall be borne exclusively by the Bidder, according to clause 4.5.

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INTERNATIONAL MEDIA RIGHTS



**GLOBAL TERRITORY**

(3 Serie A Packages, 3 Coppa Italia Packages, 2 bundle Serie A + Coppa Italia Packages, 1 In-Flight and In-Ship Package)

Package	Global	Consideration offered for each Season
<b>Serie A</b>	Package Global	2021/2022: € _____ ( _____ / ____)
		2022/2023: € _____ ( _____ / ____)
		2023/2024: € _____ ( _____ / ____)
	Package Global 2 Global, excluding USA, US possessions, Caribbean	2021/2022: € _____ ( _____ / ____)
		2022/2023: € _____ ( _____ / ____)
		2023/2024: € _____ ( _____ / ____)
	Package Global 3 Global, excluding Americas	2021/2022: € _____ ( _____ / ____)
		2022/2023: € _____ ( _____ / ____)
		2023/2024: € _____ ( _____ / ____)

Package	Global	Consideration offered for each Season
<b>Coppa Italia</b>	Package Global	2021/2022: € _____ ( _____ / ____)
		2022/2023: € _____ ( _____ / ____)
		2023/2024: € _____ ( _____ / ____)
	Package Global 2 Global, excluding USA, US possessions, Caribbean	2021/2022: € _____ ( _____ / ____)
		2022/2023: € _____ ( _____ / ____)
		2023/2024: € _____ ( _____ / ____)
	Package Global 4 Global, excluding Former Yugoslavia, Americas	2021/2022: € _____ ( _____ / ____)
		2022/2023: € _____ ( _____ / ____)
		2023/2024: € _____ ( _____ / ____)

INVITATION TO SUBMIT BIDS - SECOND ROUND OF BIDDING FOLLOWING PRIVATE NEGOTIATIONS  
INTERNATIONAL MEDIA RIGHTS



Package	Global	Consideration offered for each Season
<b>Bundle Serie A + Coppa Italia</b>	Package Global	2021/2022: € _____ ( _____ / _____)
		2022/2023: € _____ ( _____ / _____)
		2023/2024: € _____ ( _____ / _____)
	Package Global 3 Global, excluding Americas	2021/2022: € _____ ( _____ / _____)
		2022/2023: € _____ ( _____ / _____)
		2023/2024: € _____ ( _____ / _____)

Package	Global	Consideration offered for each Season
<b>In-Flight and In-Ship</b>	Package Global	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 SUBMIT BIDS - SECOND ROUND OF BIDDING FOLLOWING PRIVATE NEGOTIATIONS  
INTERNATIONAL MEDIA RIGHTS



**TERRITORY: CONTINENT AND GROUP OF CONTINENTS**

(3 Serie A Packages)

Package	Continent	Consideration offered for each Season
<b>Serie A</b>	Package Continent 1 Europe	2021/2022: € _____ ( _____ / _____ )
		2022/2023: € _____ ( _____ / _____ )
		2023/2024: € _____ ( _____ / _____ )
	Package Continent 5 Europe, excluding Former Yugoslavia	2021/2022: € _____ ( _____ / _____ )
		2022/2023: € _____ ( _____ / _____ )
		2023/2024: € _____ ( _____ / _____ )
	Package Continent 6 Sub Saharan Africa + Asia and Oceania	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 SUBMIT BIDS - SECOND ROUND OF BIDDING FOLLOWING PRIVATE NEGOTIATIONS  
INTERNATIONAL MEDIA RIGHTS



**TERRITORY: COUNTRY AND GROUP OF COUNTRIES**

(32 Serie A Packages and 3 Coppa Italia Packages)

Package	Country	Consideration offered for each Season
<b>Serie A</b>	Package Country 1 Europe - Albania, Kosovo	2021/2022: €_____ (_____/_____)
		2022/2023: €_____ (_____/_____)
		2023/2024: €_____ (_____/_____)
	Package Country 1A Europe - Albania	2021/2022: €_____ (_____/_____)
		2022/2023: €_____ (_____/_____)
		2023/2024: €_____ (_____/_____)
	Package Country 1B Europe - Kosovo	2021/2022: €_____ (_____/_____)
		2022/2023: €_____ (_____/_____)
		2023/2024: €_____ (_____/_____)
	Package Country 2 Europe - Baltics	2021/2022: €_____ (_____/_____)
		2022/2023: €_____ (_____/_____)
		2023/2024: €_____ (_____/_____)
	Package Country 3 Europe - Belgium	2021/2022: €_____ (_____/_____)
		2022/2023: €_____ (_____/_____)
		2023/2024: €_____ (_____/_____)
	Package Country 4 Europe - Bulgaria	2021/2022: €_____ (_____/_____)
		2022/2023: €_____ (_____/_____)
		2023/2024: €_____ (_____/_____)
	Package Country 5 Europe - Central	2021/2022: €_____ (_____/_____)
		2022/2023: €_____ (_____/_____)
		2023/2024: €_____ (_____/_____)
	Package Country 6 Europe - Cyprus	2021/2022: €_____ (_____/_____)
		2022/2023: €_____ (_____/_____)
		2023/2024: €_____ (_____/_____)
	Package Country 7 Europe - CIS	2021/2022: €_____ (_____/_____)
		2022/2023: €_____ (_____/_____)
		2023/2024: €_____ (_____/_____)
	Package Country 8 Europe - Denmark	2021/2022: €_____ (_____/_____)
		2022/2023: €_____ (_____/_____)
		2023/2024: €_____ (_____/_____)

INVITATION TO SUBMIT BIDS - SECOND ROUND OF BIDDING FOLLOWING PRIVATE NEGOTIATIONS  
INTERNATIONAL MEDIA RIGHTS



Package Country 9 Europe - Former Yugoslavia	2021/2022: € _____ ( _____ / _____ )
	2022/2023: € _____ ( _____ / _____ )
	2023/2024: € _____ ( _____ / _____ )
Package Country 10 Europe - Finland	2021/2022: € _____ ( _____ / _____ )
	2022/2023: € _____ ( _____ / _____ )
	2023/2024: € _____ ( _____ / _____ )
Package Country 11 Europe - France	2021/2022: € _____ ( _____ / _____ )
	2022/2023: € _____ ( _____ / _____ )
	2023/2024: € _____ ( _____ / _____ )
Package Country 12 Europe - Germany, Austria	2021/2022: € _____ ( _____ / _____ )
	2022/2023: € _____ ( _____ / _____ )
	2023/2024: € _____ ( _____ / _____ )
Package Country 13 Europe - Greece	2021/2022: € _____ ( _____ / _____ )
	2022/2023: € _____ ( _____ / _____ )
	2023/2024: € _____ ( _____ / _____ )
Package Country 14 Europe - Iceland	2021/2022: € _____ ( _____ / _____ )
	2022/2023: € _____ ( _____ / _____ )
	2023/2024: € _____ ( _____ / _____ )
Package Country 15 Europe - Israel	2021/2022: € _____ ( _____ / _____ )
	2022/2023: € _____ ( _____ / _____ )
	2023/2024: € _____ ( _____ / _____ )
Package Country 16 Europe - Malta	2021/2022: € _____ ( _____ / _____ )
	2022/2023: € _____ ( _____ / _____ )
	2023/2024: € _____ ( _____ / _____ )
Package Country 17 Europe - Norway	2021/2022: € _____ ( _____ / _____ )
	2022/2023: € _____ ( _____ / _____ )
	2023/2024: € _____ ( _____ / _____ )
Package Country 18 Europe - Netherlands	2021/2022: € _____ ( _____ / _____ )
	2022/2023: € _____ ( _____ / _____ )
	2023/2024: € _____ ( _____ / _____ )

Package	Country	Consideration offered for each Season
Serie A	Package Country 19 Europe - Poland	2021/2022: €_____ ( _____ / _____ )
		2022/2023: €_____ ( _____ / _____ )
		2023/2024: €_____ ( _____ / _____ )
	Package Country 20 Europe - Portugal	2021/2022: €_____ ( _____ / _____ )
		2022/2023: €_____ ( _____ / _____ )
		2023/2024: €_____ ( _____ / _____ )
	Package Country 21 Europe - UK, Republic of Ireland	2021/2022: €_____ ( _____ / _____ )
		2022/2023: €_____ ( _____ / _____ )
		2023/2024: €_____ ( _____ / _____ )
	Package Country 22 Europe - Romania	2021/2022: €_____ ( _____ / _____ )
		2022/2023: €_____ ( _____ / _____ )
		2023/2024: €_____ ( _____ / _____ )
	Package Country 23 Europe - Russia	2021/2022: €_____ ( _____ / _____ )
		2022/2023: €_____ ( _____ / _____ )
		2023/2024: €_____ ( _____ / _____ )
	Package Country 24 Europe - Spain	2021/2022: €_____ ( _____ / _____ )
		2022/2023: €_____ ( _____ / _____ )
		2023/2024: €_____ ( _____ / _____ )
	Package Country 25 Europe - Sweden	2021/2022: €_____ ( _____ / _____ )
		2022/2023: €_____ ( _____ / _____ )
		2023/2024: €_____ ( _____ / _____ )
	Package Country 26 Europe - Switzerland	2021/2022: €_____ ( _____ / _____ )
		2022/2023: €_____ ( _____ / _____ )
		2023/2024: €_____ ( _____ / _____ )
	Package Country 27 Europe - Turkey	2021/2022: €_____ ( _____ / _____ )
		2022/2023: €_____ ( _____ / _____ )
		2023/2024: €_____ ( _____ / _____ )
	Package Country 28 Europe - Ukraine	2021/2022: €_____ ( _____ / _____ )
		2022/2023: €_____ ( _____ / _____ )
		2023/2024: €_____ ( _____ / _____ )





	Package Country 30 Americas - USA, US possessions, Caribbean	2021/2022: €_____ (_____/_____)
		2022/2023: €_____ (_____/_____)
		2023/2024: €_____ (_____/_____)
	Package Country 53 Americas - Canada, Mexico, Central America, South (including Brazil)	2021/2022: €_____ (_____/_____)
		2022/2023: €_____ (_____/_____)
		2023/2024: €_____ (_____/_____)

Package	Country	Consideration offered for each Season
<b>Coppa Italia</b>	Package Country 9 Europe - Former Yugoslavia	2021/2022: €_____ (_____/_____)
		2022/2023: €_____ (_____/_____)
		2023/2024: €_____ (_____/_____)
	Package Country 30 Americas - USA, US possessions, Caribbean	2021/2022: €_____ (_____/_____)
		2022/2023: €_____ (_____/_____)
		2023/2024: €_____ (_____/_____)
	Package Country 53 Americas - Canada, Mexico, Central America, South (including Brazil)	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.

**In support of this Bid, the following documentation already attached to the Original Bid is hereby recalled, whose possible integrations or updates are hereby attached:**

- updated Bidder's company registration certificate issued by the local register authority;
- 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;
- documentation regarding the Bidder's experience in the distribution of audiovisual rights or in the marketing thereof;
- proposed financial securities offered by the Bidder;
- 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 11, 2021, without prejudice, in any case, to clause 4.7, final paragraph.

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 11, 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	

*(please note that the Bid must be undersigned by the Bidder's legally authorised representative or by a special attorney duly authorised through a power of attorney issued by the legally authorised representative, whose signature is certified or legalised by a notary or equivalent public officer, whose power of attorney must be enclosed in original to the Bid (or in an equivalent copy in case of submission by electronic means). In case of signature by the legally authorised representative, please attach documentation proving the position.*

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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