



REAL FEDERACIÓN ESPAÑOLA DE FÚTBOL

PROPOSAL REGARDING THE MARKETING OF THE BETTING LIVE STREAMING RIGHTS FOR THE SEASONS 2022/23, 2023/24, 2024/25, 2025/26 y 2026/27.



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1. INTRODUCTION

The Real Federación Española de Fútbol ("RFEF") is the entity that administers, manages and organises official competitions at state level. According to the provisions of Article 46 of Law 10/1990 of 15 October 1990 on sport, the name of the "Copa de S.M. el Rey" and the "Supercopa de España" are reserved to the RFEF. Furthermore, in accordance with the provisions of Article 2.1 of Royal Decree-Law 5/2015 and without prejudice to the competences recognised in sports legislation, the RFEF is empowered to organise the "Copa de S.M. el Rey" and the "Supercopa de España", as well as to carry out the marketing of the aforementioned competitions. Hence, the RFEF is the entity entitled to commercialize the Audio-visual Rights included within the scope of application of said Royal Decree-Law, such as the sports betting live broadcasting rights (the "**Rights**") of "Copa de S.M. el Rey" and the "Supercopa de España" (the "**Competitions**").

The rights are offered on a territorial basis according to the indications given in Annex 1.

The RFEF will be exclusively responsible for decisions on the analysis and evaluation of bids, the awarding of the Rights, the signature of license contracts, and the direct collection of any and all amounts offered by the successful bidders.

Interested parties wishing to submit a bid for the acquisition of the Rights ("**Candidates**"), may contact the RFEF through the following address, from the starting of the period for the submission of tenders in accordance with the schedule set out in Annex:

Real Federación Española de Fútbol

Sr. Rafael Zapatero

Head of the Audio-visual Department

Plaza Luis Aragonés s/n, 28232, Las Rozas, Madrid

Email: tv@rfe.es

After the publication of this Tender, the RFEF will open a clarification period in which it will resolve any reasonably requested clarification with respect to the contents and interpretation of the present terms and conditions. Any consultations, clarifications and/or corrections must be sent directly to the RFEF by e-mail at the address detailed above (please note that the e-mail address for requesting clarifications is NOT the same as the e-mail address for submitting Bids. Response to the clarifications will be provided through the same means of reception. The RFEF will publish the received request along with the RFEF's response on its official website www.rfef.es. Nonetheless, and in order to ensure confidentiality the RFEF warrants that the identity of the Bidder will not be disclosed in such publication

2. FORMAT OF THE COMPETITIONS

2.1. - Copa de S.M. El Rey Cup Competition



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The best teams from the different state competitions will participate in the competition each year. The season will commence on 1 July and end on 30 June of the following year. The competitions referred to in these conditions are developed within each sporting season on the dates given as a guide in the following sections.

2.1.1 Participating clubs

For the edition of the Spanish Championship / Copa de S.M. el Rey for the 2022/23, season, one hundred six clubs who have participated in the previous season in the First Division Championship, the Second Division, First, Second and Third RFEF Divisions and the RFEF Cup will have access, alongside ten of the twenty clubs passing from the previous play-off round, as per the criteria defined afterwards. In further seasons, the participant clubs will be classified according to the same criteria as for 2022/23 Season, making reference to the corresponding seasons in each case..

A) The 20 teams that were part of the "Primera División" ("First Division") or the teams that will form this division in the following seasons.

B) The 22 teams that were part of the "Segunda División" ("Second Division") or the teams that will form this division in the following seasons.

In the two above cases, if a club had enervated the right to participate on grounds of affiliation, dependency or any other circumstances, its place will not be taken by any other club. As a consequence, if the number of final participants was an odd number, there would be one club who would be given a bye in the first round.

C) The 10 teams form the First RFEF Division determined in accordance with the following terms:

- The top 5 placed teams in each group, and should one of these not participate on grounds affiliation, dependency or any other circumstances that prevent its participation, the next best placed team in its respective group will enter.

D) 25 teams from Segunda B (Second RFEF) determined in accordance with the following terms:

- The top 5 placed teams in each group, and failing these should one of these not participate on grounds affiliation, dependency or any other circumstances that prevent its participation, the next best placed team in its respective group will enter.

E) 25 teams from Tercera División (Third RFEF) determined in accordance with the following terms, in the order given and of an exclusive nature:

- i. The eighteen teams that finished top of their final rankings in each one of their groups in the league phase of the Third Division National Championship (Campeonato Nacional de Tercera RFEF) and failing these should one of these not participate on grounds affiliation, dependency or any other circumstances that



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- prevent its participation, the next best placed team in its respective group will enter.
- ii. The seven teams that have the best points coefficient amongst the second placed teams in the final rankings of the eighteen groups, whenever these are not B teams or dependent side.
 - iii. Once the above criteria have been met and there are still vacancies to fill, these will be assigned to clubs ranked third in the final rankings of the eighteen groups and who obtained the best points coefficient amongst the clubs forming these eighteen groups.

Any ties in terms of coefficients will be resolved in accordance with the following terms, in the order given and of an exclusive nature:

1. Greatest goal difference in favour, adding those scored and conceded.
2. The team that would have scored the most goals.
3. Should there still be a tie, the participant will be decided through a simple draw, with the latter being the one drawn first.

F) The four semi-finalists of the RFEF Cup from the 2022/23 season. In the scenario in which due to reasons of force majeure the quarter finals could not be played, these four spots will be assigned as per the agreement of the relevant associative body.

G) The twenty territorial teams of each Association run on a regional level, two in the case of Andalusia, according to the stipulations of the competition conditions, and which must notify the RFEF 15 days prior to the holding of the draw for the qualifying round. The twenty clubs will be matched through a draw conditioned by, inasmuch as is possible, criteria of geographical proximity and will play against each other a single qualifying match, with the team drawn first playing at home. The two winners of these qualifying matches will enter the first round proper of the championship. These teams must participate in the 2022/23 season exclusively at territorial level.

2.1.2.- Competition format:

Notwithstanding possible changes in the system of competition decided by the competent bodies of the RFEF, 106 clubs currently participate in the competition in a format of 7 eliminations, all of them to a single qualifier match except the semifinals that are played in a two-legged format. The full competition consists of 117 games with the following qualifying system for the 2022/23 season with the following dates:

Phase	Date	Match start times (CET)	Number of Matches Played
1st Round	12 + 13 November 2007	Approximately two slots at 19:00 and 21:00	Fifty-six (56)



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2nd round	21 December	Approximately two slots at 19:00 and 21:00	Twenty-eight (28)
Round of 32 (1/16)	4 January 2023	Approximately two slots at 19:00 and 21:00	Sixteen (16)
Round of 16 (1/8)	18 January 2023	Approximately two slots at 19:00 and 21:00	Eight (8)
Quarter-finals (1/4)	25 January 2023	Approximately two slots at 19:00 and 21:00	Four (4)
Semi-finals HOME LEG	8 February 2023	Approximately two slots at 19:00 and 21:00	Two (2)
Semi-finals AWAY LEG	1 March 2023	Approximately two slots at 19:00 and 21:00	Two (2)
Cup Final	5 May 2023	Approximately between 21:00 and 21:30	One (1)

2.2. – Supercopa de España (Spanish Supercup).

Notwithstanding possible changes in the system of competition decided by the competent bodies of the RFEF, currently the Supercopa de España is structured by the format known as "Final Four", which will be played in three days of competition, of which, two will be the semifinals and one the final. The matches will be played through the single-match knockout system.

2.2.1 Participating teams



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The finalists of the Spanish Championship/Cup of S.M. el Rey, and the first and second place of the First Division National Championship, in the previous season and with the same criteria for the rest of the marketing seasons will participate in the Supercopa de España.

If one of the finalists of the Spanish Championship/Cup of S.M. el Rey has qualified, also, in first or second place of the First Division Championship, the two clubs of the Spanish Championship/Cup of S.M. el Rey and the places corresponding to First Division will be awarded to the next or following classified clubs, until completing the four teams participating in the competition in question.

2.1.2.- Competition format:

The Competition is structured using the format known as "Final Four", which will be played on three different days, of which two will be the semifinals and one the final.

The matches will be played through the single-match knockout system. Resolution in the event of a tie shall be made in accordance with the general rules of the RFEF competitions.

The pairings will be as follows:

-Semi-final 1: Champion of the S.M el Rey Cup – 2nd place in the First Division League Championship. The match will be played on January 11, 2023.

-Semi-final 2: Champion of the First Division League Championship – Second Champion of the Cup of S.M. the King. The match will be played on January 12, 2023.

- Final: the winning teams of each of the semifinals eliminations. The match will be played on January 11, 2023.

In the event of vacancies, by coincidence of participating teams classified in the two competitions, the matching system for the semifinals will be carried out, in any case, by pure draw between the four clubs involved.

The matches may be held outside the territory of Spain. The matches will take place in the city (ies) determined by the competent RFEF bodies.

2.3.- All of the dates indicated in the foregoing sections may be modified by the RFEF meaning the winning bidder would be informed at their earliest juncture.

3.- PACKAGE RIGHTS AND OBLIGATIONS

3.1 Scope of application

Annex 1 contains detailed information regarding the single and unique Rights package that is offered under this Tender. Any Right that is not expressly provided for in the abovementioned Annex shall be understood as not granted by the RFEF.



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Bidders hereby declare that the submission of a Bid is an express declaration to comply with all obligations contained in said section. Bidders guarantee to compensate the RFEF for any damages produced that arise from Bidders' own actions and/or omissions, including failure to respect any and all obligations of Annex 1.

3.2 Rights expressly excluded from this Tender

The Rights granted in this Tender shall not include, in any case:

- i. Audio-visual rights to the re-transmission of any matches of the Competitions, live that does not fall under the scope of the terms and conditions of this tender, including but not limited to, media rights in any of its forms.
- ii. The delayed or deferred broadcasting of any of the matches of the Competitions.
- iii. In-flight and In-ship rights. The rights granted in this Tender shall exclude the possibility of retransmitting the Matches on flights and/or voyages/vessels of any kind.
- iv. Any other form of retransmission that falls out of the scope of the purposes of performing streaming practices for betting and gaming industry-related purposes.

4. – TERM IN WHICH THE RIGHTS CAN BE DEVELOPED:

The Rights granted under this Tender shall enable the Winning Bidder to develop the rights for three seasons within the territory of Spain, and for and / or four, and / or five seasons in all other territories.

Bidders are hereby informed that under Spanish Royal Decree-Law 5/2015, the RFEF has the right to terminate the licensing agreement with any Licensee for inactive/passive behaviour interpreted as the omission of the exercise of the Rights and the lack of intention to use the Rights granted. In the event that the licensee grants a license on these rights, it must necessarily incorporate the same provision in the contract signed with the sub-licensed.

The RFEF shall also have the Right to terminate the agreement in cases in which the Licensee and/or its subcontractor(s) have exploited the Rights for purposes that go beyond the performance of streaming practices for betting/gaming industry-related purposes.

5.- CANDIDATE REQUIREMENTS

5.1. - General

Interested Bidders in the award of this Tender must meet the requirements referred to in points 5.2 and 5.3.

The evaluation body referred to in section 6.3 shall analyse whether candidates meet the requirements set out in sections 5.2 and 5.3. If it considers that these requirements are not



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met, it shall request a report of an independent third party expert to confirm or rectify the assessment made by the evaluation body.

Once the candidate is admitted participating in the process, the evaluation Commission will proceed with the evaluation of the offer. The only criterion followed for the award of rights will be the best financial bid.

Candidates are also hereby informed that joint bids from more than one entity will not be considered. Nevertheless, Bidders may bid on the basis that they may be entitled to sub-license the Rights to third parties upon the conditions that: (i) sub-licensees are fully licensed and regulated Bookmakers (as defined in Annex 1) in accordance with the law of the respective Territory in which the Rights will be exploited; (ii) sub-licensees can accredit compliance with sections 5.2 and do not fall under the scope of section 5.3.

5.2 Requirements to be met by Candidates and documentation that must be provided

Candidates must comply with the following requirements and present the following documentation to be considered eligible for the purposes of this Tender.

- i. General description of the company (including the certificate of inscription in the Commercial Registry or the equivalent body in any EU member states, or any nation with a reciprocal agreement, issued by the competent registry and featuring the Tax ID code), alongside a description on the company's experience in the exploitation of the Rights in sports betting-related events.
- ii. Accrediting an average annual turnover of more than one million Euros (€ 1,000,000.00) in the last three financial years. However, if a Candidate, for any reason, cannot prove such turnover, it may be considered eligible if it undertakes to pay the full (100%) of the amount of its offer on the date of Signing of the License Agreement. It will also be able to offer a bank guarantee or any other surety that will be appraised by the RFEF. The annual turnover requirement will be evidenced with the submission of the audited financial statements of the company for 2021 financial year.
- iii. To be in a position to guarantee full payment of all economic obligations that may arise from the awarding of the Rights. To this end, the RFEF may require the successful bidder must provide a bank guarantee or an alternative guarantee for each season awarded in order to guarantee payment obligations of its bid. The RFEF may require that the guarantee is a bank guarantee, on first request and without benefit of exclusion, and issued by an institution subject to the control of the Single European Banking Supervision Mechanism implemented by the European Central Bank, if any of the following cases occur: the offer is equal to or 20% higher than the 2021 turnover according to the audit report; or if the offer is higher than €400,000. The decision on this requirement shall be adopted by the RFEF and informed to the Bidder after the opening of the bids. The guarantee must be delivered to the RFEF within 15 days after the request, or at the time the contract is signed.



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- iv. If there are pending litigations between the RFEF and the Candidate, or a company belonging to the same Group of Companies of the Candidate, in relation to any agreement related to the non-payment of Rights the Candidate must provide a guarantee payable on first demand at its own expense, equivalent to the sum of: (a) the amount that is pending payment; and (b) the offer made.
- v. Provision of a certificate of compliance with tax obligations with the Spanish tax authorities (AEAT) in the event that the Bidder is a tax resident in Spain or acts through a permanent establishment that is located in Spain, or for any other reason is registered in the Spanish tax registry. This certificate must be issued by the Spanish Tax Authorities (AEAT).
- vi. Submit a certificate certifying that the Bidder is up to date with its social security obligations when the Bidder is a company registered with the Spanish Social Security, a certificate that will be issued by the General Social Security Treasury ("Tesorería General de la Seguridad Social").
- vii. To expressly declare and provide the relevant documentation proving the Bidder is a fully licensed and regulated Betting Websites & Applications operator/Bookmaker. For the avoidance of doubt:
 - a. **Betting Websites & Applications** mean: Fully licensed, regulated and compliant (in accordance with applicable laws) web and mobile sites, smartphone and tablet applications (excluding, for clarity, applications primarily designed to enable viewing on a large screen, such as "Smart TV" applications) and which are operated by or on behalf of licensed Bookmakers, the primary purpose of which is the taking of fixed odds bets on sports.
 - b. **Bookmakers** mean: Fully licensed and regulated bookmakers in accordance with applicable laws authorised to take fixed odds bets on sports events.

5.3. – Exclusion criteria

Candidates who find themselves in any of the following situations will be automatically excluded from the tender:

- a) When the company has been declared criminally responsible for the conduct indicated below and/or if said company whose directors or legal representatives are de facto or de jure, their position or representation in force, had been convicted by final judgment by the Courts or Tribunals for the following crimes: terrorism, constitution or integration of a criminal organization or group, illicit association, illegal financing of political parties, trafficking in human beings, corruption in business, influence peddling, bribery, fraud, crimes against the Public Treasury and Social Security, crimes against the rights of workers, prevarication, embezzlement, negotiations prohibited to officials, money laundering, crimes related to land management and urban planning, the protection of historical heritage and the environment, or the penalty of special disqualification for the exercise of profession, trade, industry or trade.



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The scope and duration of this exclusion will be that determined in the final criminal judgment, subsisting during the period indicated therein. In the event that no term has been established, the duration will be 3 years from the date of conviction by final judgment.

The exclusion shall also apply to undertakings from which, by reason of the persons who govern them or other circumstances, it may be presumed that they are a continuation or that they derive, by transformation, merger or succession, from other companies in which those would have concurred.

- b) To be, to have declared or to have requested the opening of a bankruptcy/insolvency proceedings. Any submission of offers by Candidates who are subject to liquidation, bankruptcy and / or insolvency proceedings, even if said Candidates are subject to a legal moratorium with their creditors, will not be accepted.

The points set out in this section 5.3 shall be accredited by means of a certificate from the Secretary of the competent body, that shall have the approval of the Chairman or, as the case may be, of the legal representative of the entity duly accrediting that the company does not fall within any of the exclusion criteria indicated in this section.

6. – PROCEDURE

6.1. – How to submit a bid

Bidders wishing to apply for the rights defined in Annex 1 must ensure that their Bid complies with the contents demanded under section 6.1.1 as well as with RFEF's submission rules indicated in section 6.1.2 below.

Bidders wishing to apply for Package 1 will submit their bids for three seasons: seasons 2022/23, 2023/24 and 2024/25.

Bidders wishing to apply for Packages 2 and 3 will submit their bids for a minimum of three seasons as a general criteria (seasons 2022/23, 2023/24 and 2024/25) and may also submit higher bids for 4 or 5 seasons. The RFEF may award rights only for seasons 2022/23, 2023/24 and 2024/25. A single company may submit one, two or three different bids, one for a term of 3 years, and / or 4 years, and / or 5 years.

6.1.1 Contents of the Bid

The Bids submitted by the Candidates binding firm, unconditional and irrevocable, therefore, the Candidates may not submit Offers subject to conditions other than those provided for in this tender. Candidates in this process are bound by their Bid for a period of sixty (60) days from the end of the deadline for submitting Bids, although this does not prevent the Candidate in the conditions and terms indicated in these terms and conditions from submitting a second bid for a higher amount if invited to do so by the RFEF in the second round phase.



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Candidates who wish to apply for the Package offered in this Tender must submit the following documents:

- i. The Candidate must complete the form listed in Annex 3.
- ii. Full details of the monetary consideration must be provided. The consideration will be made in cash only. Please note that all amounts will be considered excluding VAT and will be expressed in euros.
- iii. Submit the documentation referred to in section 5.2 and 5.3 above.

6.1.2 Rules governing the submission of documents

Specifically, it must be ensured that:

- i. Bids may be submitted in Spanish or English. Bids submitted in any other language will not be deemed admissible. All documentation required for the formalisation of an Bids and that is in another language must contain a certified translation into any of the aforementioned languages.
- ii. Bids submitted after the closing date set forth in Annex 4 will not be deemed admissible under this invitation to tender.
- iii. Bids are submitted in a format that conforms to that provided for in this Tender.

6.2 Sending of the bid

Bidders must submit their Bids by electronic means through the following email address: betting@concursos.rfef.es

This electronic mailbox has an entry certification and time stamping of incoming mail system provided by a third party that meets the requirements of Spanish Law 59/2003, on Electronic Signature and Regulation (EU) 910/2014, of Electronic Identification and Trust Services for Electronic Transactions in the Internal Market (eIDAS).

RFEF will have no access to any information that parties send to the abovementioned email address until the date and time in which the Bids are to be opened. The opening of Bids will be made out before a Notary Public.

It shall be at this moment when the service provider facilitates, also before the Notary Public, the email passwords to access the Bids to the RFEF.

If the RFEF observes any defect or omission capable of being corrected in the documentation submitted, they shall notify the affected Bidder in writing, who shall have the term stipulated in Annex 4 to make the corrections, with the possibility of being excluded if they do not comply with the deadline.

Bidders are hereby informed that the sending of a Bid supposes the express acceptance of the general terms and conditions governing the submissions of Bids indicated in Annex 2.

6.3 Opening of the bids



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RFEF's evaluation committee will open the Bids before a Notary Public.

Please note that conditional Bids will under no circumstances be accepted by the RFEF.

The RFEF's Evaluation Committee is composed of:

- i. The RFEF President or the person designated by him/her on his/her behalf
- ii. The Financial Director
- iii. The Legal Department Director
- iv. The Competitions Director
- v. The Marketing Director
- vi. The person responsible for the Audio-visual Area at the RFEF

A lawyer from the Legal Department of the RFEF will act as Secretary of said body.

6.4 Evaluation of the Bids and award criteria

6.4.1.- After opening the Bids, the RFEF will study the Bids in order to allocate the Rights. Firstly, they will analyse whether the Bidders comply with the eligibility requirements indicated in Section 5. In the event that it considers that these requirements are not met, it shall request the report of an independent third party expert to confirm or rectify the assessment made by the evaluation body. After discarding Bidders who do not meet these criteria, the evaluation process of the Bids will commence.

6.4.2.- For lot 1, the rights will be awarded to the best economic offer. For lots 2 and 3, the rights to the best economic offer of that Candidate who has submitted a bid for three seasons will be awarded unless there is an offer for four or five seasons that is significantly higher than the three seasons bid on.

The bid will be considered significantly higher when the average annual value is greater than 20% of the average of the 3-season offer when the bid is for four seasons and 25% of the average of the 3-season offer when the bid is for five seasons.

If there are no bids for 3 seasons and there are only bids for four or/and five seasons, the same criterion will be applied that the five-season bid must be 5% higher than the four-season bid.

For lots 2 and 3 the RFEF reserves the right to award 3 or 4 or 5 seasons.

6.4.3.-The RFEF reserves the right to tender, appraise and award the rights separately by packages or territories. By means of an example, the RFEF may first initiate the bidding and appraisal procedure for the USA and CANADA territories, and then continue with the bidding and appraisal of the rest of the world territory. In such cases, a timetable must be published for each invitation to tender.

6.4.4.- The RFEF may open a second round to improve upon submitted bids.



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6.4.5.- If the bids received do not meet the aim of being economically profitable, it may proceed to the non-exclusive marketing of the audio-visual content offered.

Due to the non-exclusive marketing nature of the audio-visual content (e.g. the interested parties may request rights for certain matches or certain rounds) marketing conditions must be negotiated on a case-to-case basis with the interested parties, always in compliance with the non-discrimination and the maximum possible competence principles.

The RFEF may also decide to cancel the tender.

6.5 – Awarding of the Rights

After the opening of the Bidding Process and after evaluating the Bids received, the RFEF will award the Package to the Licensee. To this effect, the evaluation body shall prepare a report that will be submitted to RFEF's audio-visual rights control management body, with a provisional award proposal to be ratified by said management body.

The final award will be communicated to the winning Bidder accompanied by a copy of the agreement ("**License Contract**") to be signed by the Bidder in order to formalize such Contract.

The awarded Bidder must sign said copy of the License Contract. Signature must be within the period laid down in Annex 4.

7. – TERMS OF PAYMENT

7.1 Calendar, general terms and conditions and other payment obligations

The Licensee will comply its payment obligations in accordance with the following payment calendar:

7.1.1 Season 2022/2023:

- i. Twenty per cent (20%) of the offered consideration shall be paid on the date of signature of the License Contract.
- ii. Forty per cent (40%) of the offered consideration must be paid no later than 20 December 2022.
- iii. The remaining forty per cent (40%) of the offered consideration must be paid no later than 1 March 2023.

7.1.2 Season 2023/2024:



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- i. Twenty per cent (20%) of the offered consideration shall be paid no later than 1 September 2023.
- ii. Forty per cent (40%) of the offered consideration must be paid no later than 20 December 2023.
- iii. The remaining forty per cent (40%) of the offered consideration must be paid no later than 1 March 2024
- iv. .

7.1.3 Season 2024/2025:

- i. Twenty per cent (20%) of the offered consideration shall be paid no later than 1 September 2024.
- ii. Forty per cent (40%) of the offered consideration must be paid no later than 20 December 2024.
- iii. The remaining forty per cent (40%) of the offered consideration must be paid no later than 1 March 2025.

7.1.3 Season 2025/2026:

- i. Twenty per cent (20%) of the offered consideration shall be paid no later than 1 September 2025.
- i. Forty per cent (40%) of the offered consideration must be paid no later than 20 December 2025.
- ii. The remaining forty per cent (40%) of the offered consideration must be paid no later than 1 March 2026.

7.1.3 Season 2026/2027:

- I Twenty per cent (20%) of the offered consideration shall be paid no later than 1 September 2026.
- i. Forty per cent (40%) of the offered consideration must be paid no later than 20 December 2025.
- ii. The remaining forty per cent (40%) of the offered consideration must be paid no later than 1 March 2027.



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Payments will be deemed effective from the moment in which the RFEF receives the payable amount in its bank account. The amount stipulated in the Bid Letter is equivalent to the net amount payable. Any delay in the payment of the fees in accordance with the terms established in the above schedule will generate interests amounting to 3% per annum in favour of the RFEF. On the other hand, suspension of payments by the Final Operator will allow the RFEF to terminate the License Contract without prejudice to the application of any remedies and/or rights the RFEF may have under applicable law.

The RFEF shall receive the amounts free of:

- i. Any and all taxes (excluding VAT)
- ii. Any deductions and/or withholdings of whatever nature which are applicable in connection with such payments and without prejudice to any deductions or liabilities applicable to them.

The Final Operator acknowledges that it is solely responsible for the payment of taxes, deductions and/or liabilities generated by non-payment. If such taxes are required to be made by the RFEF, the Final Operator must calculate the relevant gross amount to ensure that the RFEF receives the full consideration expressed by the Bidder in its bid.

Payment of the consideration will be made by bank transfer to the account indicated by the RFEF.

In accordance to Royal Decree-Law 19/2018 of 23 November on Payment Services and other urgent financial measures ("*Real Decreto-Ley 19/2018 de 23 de noviembre, de servicios de pago y otras medidas urgentes en materia financiera*"), the RFEF informs Bidders that all costs imposed by financial institutions on the Bidders shall be borne by the Bidders. As such, the financial costs arising from the transfer incurred by the bidders shall not be subtracted from the total consideration offered.

8. EXPENSES

Each Bidder shall be responsible for all costs, expenses and liabilities incurred by itself or by any third party assisting the Bidder, whether as a direct or indirect result of its participation. This clause shall apply directly to all phases of this Tender process. If translations into other languages of the documentation are required to meet the language requirements that are set forth in this Tender, the RFEF informs that the cost of preparing such translations shall be borne entirely by the Bidder.

9. NATURE OF THE BID IN ACCORDANCE WITH CONTRACT LAW

This Tender shall be considered as an invitation to lodge a Bid. As such, it shall not be deemed to have binding contractual effect.



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10. SUSPENSION OR CANCELLATION OF THE TENDERING PROCEDURE

In case of force majeure the RFEF may suspend or cancel the present Tender. In addition, the RFEF reserves the right to suspend or cancel the Tender in the event of evidence of collusion between Bidders and will inform the Spanish Competition Authority (CNMC) without undue delay, providing indications of such activity.

11. OBLIGATION TO EXPLOIT AUDIO-VISUAL RIGHTS

According to Royal Decree-Law 5/2015, the RFEF shall have the right to terminate the contract and award it to another Bidder, with no prejudice to what has been agreed, if one of the successful Bidders does not exploit the Rights awarded.

12. INTELLECTUAL PROPERTY

The RFEF and the participating clubs will maintain the ownership over all Intellectual Property Rights.

The RFEF will maintain the rights over its Trademarks and distinctive signs, as well as all other trademarks of the RFEF, in accordance with the content of these rights set out in the sports legislation and described in the Introduction and in that which is or may be related to the competitions awarded. The aforesaid shall be without prejudice to the non-exclusive use that the Clubs may make of the contents generated by the Match. Nothing in this Agreement is construed as expressly or impliedly meaning the granting of intellectual property rights to the Licensee over Intellectual property owned by either the Clubs and/or the RFEF.

Any license and/or transfer of any intellectual property rights that the Licensee requires must be formalized in a separate written document.

Upon expiry of this Agreement, Licensee shall be obliged immediately to return to the RFEF and/or destroy, at the latter's discretion, any material generated from the exploitation of the Rights, including any information and/or documentation it holds under the contract. Any future uses by the Licensee of the material granted by the RFEF shall be prohibited, and as such, Licensee will be liable, with no limit, for any damage caused to the RFEF.

13. ACCEPTANCE OF THE TERMS

Any Bidder submitting a Bid in order to exploit the Rights mentioned in this Tender shall be deemed to have read, understood and expressly accepted all the terms and conditions relating to the Tender.

14. SEVERABILITY



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Should any of the clauses contained in this Tender be rendered invalid, or illegal, only said particular provision will be rendered invalid and as such, the validity of the remaining provisions shall not be affected.

15. INTERPRETATION

The English version of this Tender is to be regarded as the sole binding version of the same. In case of contradiction between the Spanish and English versions of this Tender, the English version will prevail.

16. JURISDICTION AND APPLICABLE LAW

This Tender, the License Contract and any related documentation or negotiation shall be governed by Spanish law. The Courts of Madrid will have exclusive jurisdiction to adjudicate any dispute that arises under or related to this Tender.

Las Rozas, 29 September 2022



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ANNEXES



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ANNEX 1. - RIGHTS AND OBLIGATIONS OF THE PACKAGE THAT IS SUBJECT TO COMMERCIALISATION

I. DESCRIPTION OF THE OFFERED PACKAGE

1.- Packages offered:

Three Packages, exclusively within each territory, are offered in this Tender. They consist of the right to broadcast live the Copa de S.M. El Rey and the Supercopa, hereinafter, the "Matches" or "Events" through the internet but only (i) on Betting Websites and Betting Web Applications on the strict condition that the live streams of the Events may only be viewed by registered betting account holders who have either paid a fee or deposited funds with the applicable Bookmaker prior to viewing for the purpose of betting and/or (ii) within the betting establishments of Bookmakers by means of IPTV transmission; (and the right to grant the same to any third party, subject to that third party's compliance with all the relevant terms and conditions set out in this ITT). For the avoidance of doubt:

The Licensee cannot provide streams to trading floors for the purpose of data collection. Furthermore, the Licensee cannot use the rights to create any form of data products relating to the Events;

Exclusivity shall be understood as the Right to exclusively hold the rights for betting purposes under the conditions that have been indicated. Award of the Package cannot be understood, in any case, as having the right to stream the Competitions for other purposes and in other conditions as the ones indicated in this Tender.

2. Matches contained within each Package. Number of Matches per Competition and Season

2.1.- Copa Del Rey:

65 matches per season. In the event more matches are produced, the RFEF, or whoever this appoints will deliver the signal to the Licensee.

2.2.- Supercopa

3 Matches per season (semi-finals and final).

2.3.- The number of Events is subject to any competition changes, including format changes.



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II.- License Period

For package 1, the seasons 2022/23, 2023/24, 2024/25.

For packages 2 and 3, the seasons 2022/23, 2023/24, 2024/25 and as applicable 2025/26 and as applicable 2026/27.

III.- Packages offered

Package 1	SPAIN, with exclusive rights
Package 2	USA and CANADA, with exclusive rights
Package 3	REST OF THE WORLD (excluding USA, Canada and Spain), with exclusive rights

IV.- Sublicensing

The granting of sublicences for the Rights may be possible whenever (i) the sublicensees are bookmakers engaged in gambling activities that are wholly authorised and regulated in accordance with the legislation in force in the territory in which the Rights are developed; (ii) the sublicensees are able to accredit the requirements set forth in Section 5. (iii) The streaming may not be downloaded, saved or stored. The refusal of the sublicense must be grounded and justified by the RFEF.

The Licensee and its Sub-licensee must formalize their relation via contract, which must be sent to the RFEF upon notification. This shall be done in order to ascertain that the requirements are met, including the provision made in section 5. No Rights other than those expressly provided for in this Tender shall be granted.

V.- Advertising Restrictions:

Neither the Licensee nor any Bookmaker shall be entitled to specifically advertise or promote the availability of live coverage of Events on its services other than as part of an overall betting advert or promotion for Licensee's or the relevant Bookmaker's betting streaming service. The Licensee must ensure that no form of sponsorship or advertising appears within or in any way in connection with the Encoded Feeds on the Betting Websites and Applications or elsewhere.

VI. - Restrictions as to the emission of the Competitions for betting purposes:

The Licensee undertakes, during the term of this Agreement and until its expiration, to comply, at all times, with the following restrictions:

- The broadcasting of the Competitions shall not be comparable in quality to the media transmission of the Competitions.
- The broadcasting of the Competitions may only be available in Standard Definition ("SD")



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- The broadcasting/streaming of the Match shall only be authorized for reception on a personal computer (whether portable or fixed) and/or by tablet, mobile, telecommunication device or another mobile device;
- Live signal of the Match by the betting provider may only be available to the users that, at the relevant time of the Match, have an open and active account with the Betting Provider. An **"open and active account"** is to be understood as an account: (i) that has a positive balance; and/or (ii) in which the relevant user has placed a bet for the particular Match. As such, parallel viewing with one account from several electronic devices shall be strictly forbidden.
- Broadcasting of the Match shall be restricted to 600kbps. As such, no streaming is to be made available at above said speed.
- The Betting Provider may not advertise its broadcasting as a service whereby users may watch the matches live without linking such opportunity to the offer to place bets. As an example, the service shall not be commercialized as an opportunity to watch free, open, football. Advertisements and/or promotions of the matches shall make no reference to any broadcast quality viewing experience on a television screen, nor shall contain any reference or promotion of such streaming for use on anything other than a computer, or mobile device screen. Any reference to the possibility of streaming/broadcasting on a television screen shall be strictly forbidden.
- The size of the players must be limited. As such, screens shall not cover more than one third of screen size on display to end users on screen when fully maximized and no more than half the area on smartphones. viewing on a television or other large screen must not be possible (whether by "casting", "mirroring" or otherwise);
- Broadcasting/transmission of the Competitions is restricted to the Betting entity's app/website and impedes users and/or potential users from visualizing the Match without access credentials. Broadcasting of the Rights through other websites shall be strictly forbidden.
- Broadcasting of the Matches in the physical betting stores, and with independence on the type of mechanism used for the transmission will only be allowed if it takes place within the store premises. As such, necessary measures must be implemented in order to impede access to the Match outside the store premises. Measures may include, for instance, reducing outside viewers' visibility.

The above restrictions must be complemented, at all times, with the law applicable in the Territory.



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VII. - Delivery Costs:

All costs associated with the Licensee encoding and delivery of the Encoded Feeds to its sublicensee Bookmakers will be borne by the Licensee. The Winning Bidder will grant the RFEF unlimited access, at no cost, to all code sources for commercial and non-commercial use by the RFEF. The delivery costs for each match will be set in line with the technical assistance market rates for this type of service which are set for illustrative purposes as €250 per match, if the licensee requires delivery via SRT or RTMP.

For the avoidance of any doubt, the RFEF and/or to third parties authorized by the RFEF shall be responsible making available to the Licensee the International Signal to the corresponding satellite. Accordingly, the Licensee and/or the third parties appointed by the Licensee shall be exclusive responsible for downlinking the International Signal from the corresponding satellite for each match at its own cost.

VIII. Licences/Compliance with Laws:

The Licensee and all sub-licensee Bookmakers: (a) must hold valid licences to operate Betting Websites and Applications and betting premises in the territories where the Rights are exploited; and (b) otherwise comply with all applicable laws and regulations in the territories in which the Licensee and all sub-licensee Bookmakers operate (which may include not exploiting the rights in particular territories where sports betting is prohibited in those territories).

IX.- Use of RFEF Feeds and Encoded Feeds:

No employees or contractors of the Licensee and/or any sub-licensee Bookmaker shall use RFEF Feeds for any purpose whatsoever other than for the purpose of producing the encoded Feeds and for quality monitoring purposes.



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ANNEX 2. - GENERAL TERMS & CONDITIONS GOVERNING THE SUBMISSION OF A BID IN THE TENDER

By submitting a Bid, the Bidder irrevocably and unconditionally accepts that:

The Bidder has read and understood, and agrees and accepts, the provisions and procedures, and terms and conditions (including the outcome) of this ITT and agrees to be bound by the terms and conditions of this ITT.

This ITT does not constitute a contract or an offer that is capable of acceptance.

The Bidder waives its entitlement to seek injunctive or equitable relief in respect of this ITT, this ITT process and the subject matter of the ITT.

The Bidder enters into this process at its own cost and risk and will be responsible for all its costs associated with any Bid submitted, irrespective of whether or not it is awarded the Rights Package.

The Bidder warrants to the RFEF that the information contained in its Bid or otherwise provided to the RFEF in connection therewith is not false or misleading.

The Bidder undertakes to keep the content of this Tender, its offers, and any communications and/or negotiations related thereto strictly confidential and shall not make any announcements or public statements relating thereto without the RFEF's prior written approval. Such confidentiality undertakings shall survive the termination of the Bidder's involvement in this ITT process.

Any Bid submitted shall be unconditional, irrevocable and in a term of 60 days.



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ANNEX 3. – BIDDING FORM

In....., on..... of.....

Mr / Ms....., holder of ID/Passport Number.....,

In their role as

Acting on behalf of and representing..... a company incorporated under the laws of, with registered office atand tax identification number.....

I hereby indicate:

(i) That, after thoroughly reviewing the Invitation to Bid for the betting rights of the Cup of S.M. el Rey and Supercopa issued by the Royal Spanish Football Federation ("**RFEF**"), the Company is interested in the acquisition of the packages offered.

(ii) That the amount offered is made in euros and will be understood to correspond to the liquid value expressed in euros that would be made available to the RFEF, once all financial expenses, deductions, withholdings, fees and taxes and those that are accrued for the financial transaction have been covered.

(iii) That in relation to the signal of the matches, the Company acknowledges and accepts that it will pay the RFEF or whoever it designates the technical costs/expenses of access to the signal in the terms expressed in the corresponding section.

(iv) That the Company understands and accepts all the terms and conditions governing the Tender.

By virtue of the foregoing, the Company expresses and details the terms and conditions of its Bid:



1.- CORPORATE DATA

Identification of the company and person signing with sufficient powers

1.1.- Regarding the company

Full name of the company interested in the tender

Full address

Tax Identification Number

1.2.-Contact person

Contact person, name and position held in the company

Phone number

Email address

2.- FINANCIAL BID FOR EACH SEASON

The bidder acknowledges and accepts that for packages 2 and 3 the RFEF may award exclusively seasons 2022/23, 2023/24 and 2024/25 even when the offer was submitted for 4 and / or 5 seasons.

PACKAGES	2022-2023	2023-2024	2024/2025	2025/2026	2026-2027
PACKAGE 1 SPAIN				-----	-----
PACKAGE 2 USA AND CANADA					
PACKAGE 3 REST OF THE WORLD EXCLUDING USA, CANADA AND SPAIN					

Mr/Mrs [Name and Surname]

Representing [Company Name]

Date: [dd/mm/yyyy]

SIGNATURE:



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ANNEX 4 DEADLINE CALENDAR

Publication on the RFEF website	29 September 2022
End of term to request clarifications	Until 6 October 23:59 CET
Deadline for the reception of bids	On the 21 October 2022 until 12:00 AM CET
Opening of bids	From the 21 October from 12:01 PM onwards A term of not less than 48 hours will be granted to remedy errors.
Provisional valuation and awarding	Within 20 business days following the opening of the bids or the remedying period.
Contract signing	Within 20 business days following the awarding