

COPA DE S.M. EL REY INTERNATIONAL TENDER OFFER

1.- Identification of the RFEF and advisors.

The RFEF is the entity that markets the media rights of the Copa de S.M. el Rey in accordance with the provisions of Royal Decree Law 5/2015 of 30 April 2015. For this purpose, it is advised by experts. Decisions on the analysis and evaluation of the bids, the awarding, signing of the contracts and the receipt of the amounts offered by the successful bidders directly from the latter shall be the exclusive responsibility of the RFEF. The company providing commercial advice to the RFEF is SPORTRADAR.

Those <u>interested in submitting bids</u> (hereinafter referred to as "Applicants", "Bidders" or "Interested Parties") should contact the RFEF at the following address:

Real Federación Española de Fútbol

D. Rafa Zapatero
Director Departamento de TV
Plaza Luis Aragonés s/n
Las Rozas, Madrid

Email: <u>audiovisuales@rfef.es</u>

Rights that are commercialized.

2.1.- The RFEF offers the option of submitting bids for the lot described below:

Lot 1: MATCHES

The <u>exclusive live</u> broadcasting on any operating channel of the thirty-three (33) Matches referred to in clause 3 for the Authorized Territories.

The <u>non-exclusive deferred</u> broadcasting of the Matches within the season to which the match corresponds.

The broadcasting of any additional matches, in the event that the RFEF produces more than 33 matches without the need to pay consideration for the exploitation of such rights. However, in the event that more than 33 matches are produced, the costs of access to the signal must be paid. The possibility for the Successful Bidder to produce summaries of each match for its programs or channels is included.



The content of the rights being commercialized is detailed in clause 4.

2.2.- The rights acquired and obligations contracted by the Successful Bidder under this document are personal and may not be sold, sublicensed, subcontracted, assigned, transferred or otherwise disposed of to third parties without the express, prior and written consent of the RFEF, granted prior to any eventual sublicensing contract or eventual act of assignment that is intended to be signed. In the event that authorization is requested, the company to which it is wished to sublicense, the territory, the term, the channel and the audiences thereof shall be indicated in detail and the request must be made in writing at least 15 calendar days before the broadcast date of the matches to the following address: tw@rfef.es

The RFEF will reply to the request for sublicensing or transfer within 5 calendar days of receiving the complete documentation required from the licensee.

The RFEF may refuse the sub-license in the following cases:

- -If the potential sub-licensee has contracted a debt with the RFEF and/or there are legal proceedings underway in relation to the non-payment of the aforementioned amounts.
- -Reputational risk for the RFEF in the case of channels broadcasting socially inappropriate content.
- -The potential sub-licensee proposes a format of exploitation of the rights contrary to what is established in these terms and conditions.
- -The potential sub-licensee falls within the grounds for exclusion referred to in section 7.2.

If the reply is negative, it will explain the decision. In the absence of a reply, the application will be deemed to have been accepted.

In the event of a sub-license or grant of rights, subject to prior authorization as set out in the preceding paragraph, the licensee shall be jointly and severally liable with its sub-licensee or assignee for the acts and omissions of any sub-licensee or assignee and shall ensure that the sub-licensee expressly assumes in writing all obligations and duties under this process and the license contract and complies at all times with all terms, conditions and obligations of the license agreement and the contract.

2.3.- The acquisition of audiovisual content gives the right to broadcast in free-to-air or paid service, under any form of distribution, television, cable, satellite, adsl, wifi, internet, web including OTT, 3G, 4G, 5G, mobile devices and future forms of distribution, and in linear or non-linear format and on demand.



- 2.4.- The lot shall be offered by country or region according to Annex 1.
- 2.5.- The competition is described in Annex 2.

2.6.- Seasons:

Lot 1 is marketed for a period of three and possibly four or five seasons starting from the 2022/23 season. The season starts on July 1 of each year and ends on June 30 of the following year.

2.7.- Guarantees in the issue.

The Successful Bidder shall ensure that the Rights are exclusively accessible from the Territory, and undertakes to implement all security measures, such as encryption of signals or geo-blocking system, DRM systems, to prevent access to them from outside the Territory and/or illegally. With regard to the content accessible via the Internet or any other equivalent broadcasting medium, the Successful Bidder who exploits the aforementioned audiovisual content must undertake to implement all those measures that prevent the copying, storage, preservation or sending of any of the acquired audiovisual content, as well as to use a system that restricts access or viewing from outside the country where it is authorized to broadcast the content.

2.8.- Brief Informative Summaries

Successful bidders must take into account the provisions of Article 19.3 of Law 7/2010 of March 31, 2010 on Audiovisual Communication in the terms regulated by the CNMC.

3.- Format and dates of the matches.

3.1.- Format of the competition:

Without prejudice to possible modifications in the competition system decided by the competent bodies of the RFEF, 116 clubs are currently participating in the competition in a format of 7 knockout stages, all of which are single-legged except for the semi-finals, which are played over two legs. Details of the competition can be found in appendix 2. The full competition consists of 117 matches with the following knockout system.



Phase	Date	Kick-off times (CET)	Number of matches played	Number of matches available
1st Round	To be determined by the RFEF	Two time slots at 19:00 and 21:00 (indicatively 19:00 and 21:00)	Fifty-six (56)	On request. It is likely that 16 matches can be provided.
2 nd Round	To be determined by the RFEF	Two time slots at 19:00 and 21:00 (indicatively 19:00 and 21:00)	Twenty- eight (28)	On request. It is likely that 16 matches can be provided.
Round of 16 (1/16)	To be determined by the RFEF	Two time slots at 19:00 and 21:00 (indicatively 19:00 and 21:00)	Sixteen (16)	All
Round of 8 (1/8)	To be determined by the RFEF	Two time slots at 19:00 and 21:00 (indicatively 19:00 and 21:00)	Eight (8)	All
Quarter-finals (1/4)	To be determined by the RFEF	Two time slots at 19:00 and 21:00 (estimated19:00 and 21:00)	Four (4)	All
Semi-finals	To be determined by the RFEF	Two time slots at 19:00 and 21:00 (estimated 19:00 and 21:00)	Two (2)	All



first leg				
RETURN of Semi-Finals	To be determined by the RFEF	Two time slots at 19:00 and 21:00 (estimated 19:00 and 21:00)	Two (2)	All
Cup Final Match	To be determined by the RFEF	Estimated between 21:00 and 21:30	One (1)	All

3.2.- Dates and timetables.

For information purposes, the scheduled dates for the play-offs are as follows: matches in November, December, January, February, March and April, with the television Successful Bidder being notified as soon as they are determined by the RFEF at the start of each season. The RFEF reserves the right to modify the qualifiers, dates and match times.

The timetables may be subject to changes due to, inter alia, the timing of international commitments.

Matches are scheduled to take place on Tuesday, Wednesday, Thursday for midweek and Saturday/Sunday for weekend matches.

The RFEF will set the dates and times of the matches and their modifications.

All dates and times refer to Madrid time included in Central European Time, CET.

4.- Rights assigned to the lot.

4.1.- Matches to be broadcast in Lot 1.

The RFEF guarantees the production of at least thirty-three (33) matches of each edition of the Copa de S.M. el Rey from the round of 32 to the final for the following seasons (hereinafter, the "Matches" or the "Match"). The Bidders are also informed that, should they be awarded any of the territories listed in Annex 1, they must guarantee the broadcasting of at least fourteen (14) matches per season of the Copa de S.M. el Rey, with the matches relating to the semi-finals and Final of the Copa de S.M. el Rey also being compulsory.

The successful bidder may also broadcast any additional matches in the event that the RFEF produces more than 33 matches, without the need to pay consideration



for the exploitation of such rights. However, in the event that more than 33 matches are received, the Successful Bidder shall pay the signal access costs stipulated in Clause 5.

The rights reflected in the above paragraphs shall be granted on an exclusive basis for the territories awarded to each bidder. However, rights shall be granted on a non-exclusive basis in those territories subject to signal overlap or where expressly stated in Clause 4.3.1. and Annex 1.

The Successful Bidder may also broadcast the Matches on a deferred basis within each season to which such Match corresponds.

4.2.- Excluded rights.

The rights granted to an end operator as part of a Lot represent the totality of the rights granted to him. Any rights that are not expressly included as part of a Lot are outside the scope of the Lot, such as data, statistics, scouting, virtual reality, interactive training products, excluding from this tender the exploitation by gaming platforms and/or online bookmakers for the purpose of streaming for betting and gambling related purposes and the possibility to broadcast the Matches on trains, flights and on board ships of any kind. Broadcasting in public places such as bars, restaurants and hotels is permitted (provided that it concerns the showing of the Matches free of charge, without charging admission, so that the showing is ancillary to the customer's use of the premises for consumption or accommodation), and therefore broadcasting in cinemas and theatres or similar broadcasts in premises or places with a viewing public is not permitted.

The preliminary round of the Copa de S.M. el Rey is also excluded from commercialization.

- 4.3.- Some of the rights offered are not exclusive and interested candidates are made aware of this, in particular the following:
- 4.3.1.- Rights of the Clubs and the RFEF.

The RFEF informs Bidders interested in acquiring the Media rights of the existence of limitations or reserved/non-transferable rights held by the clubs and/or the RFEF:

- (i) The participating Clubs or Sports Limited Companies (S.A.D.) at whose facility the matches are held, may broadcast the match on a deferred basis from 24 hours after the end of the match, provided that they do so directly through their own distribution channel, dedicated thematically to the sporting activity of the participating club or entity, which has a DTT television license and for broadcasting solely and exclusively on that television channel.
- (ii) The RFEF, and the Clubs and/or S.A.D. playing the matches may publish clips and/or highlights of images on their official profiles (website and Social Networks).



Such use will be restricted to a maximum of four (4) minutes in total duration between both products, and immediately after the end of the match.

4.3.2.- Other rights of the RFEF.

- (i) The RFEF may display the Highlights via its Official Platform from the end of the Match. Official Platform means any official digital distribution channel operated by the RFEF including youtube, Instagram, twitter or similar.
- (ii) The RFEF and the Clubs/SAD may exploit virtual advertising in accordance with the agreements reached with the clubs. The exploitation of the virtual advertising will correspond to the Club/SAD in whose stadium the match is played, except in the Final, which corresponds to the RFEF. However, the Club/SAD may grant the exloitation rights to the RFEF in exchange for a price.

5.- Production of the matches.

In order to facilitate integrity and uniformity in the criteria that will govern the technical production of the matches belonging to the Copa de S.M. el Rey, as well as to preserve and promote the international image of both the competition and the RFEF, the international production of the 33 matches will be carried out by and under the responsibility of the RFEF. However, the RFEF may receive technical assistance from third parties in order to guarantee an adequate level of production. Such third parties shall in no case be responsible for the production, which shall at all times be the responsibility of the RFEF. These 33 matches are produced in at least HD format (1080p50 pixels) and the commentary and graphics will be provided in English.

The final operator intending to receive the Signal of the Matches of the Copa de S.M. el Rey must pay the technical costs related to the supply of the Signal incurred by the service provider company to be designated by the RFEF. These costs are independent of the offer made and cannot be compensated, in any way, with the final price paid for the award of the particular Territory. The amount payable to the RFEF or to the designated entity corresponds to the cost of providing access to the signal. This cost, according to the prices provided for similar competitions, amounts to one thousand five hundred (€1,500) EUROS per match.

The RFEF guarantees compliance with the minimum requirements regarding the position of cameras and sound production standards. In addition, the RFEF undertakes to implement all technical measures necessary to ensure the transmission of a signal that meets the highest international quality standards available on the market.



In any case, the costs of access to the signal of each match must be paid within fifteen (15) days from the celebration of each match corresponding to the Copa de S.M. el Rey.

6.- Intellectual property, trademarks and digital assets.

The RFEF is co-owner, together with the clubs, of all Intellectual Property Rights of the Competition.

The RFEF is also the owner of the Trademarks and distinctive signs of the Copa de S.M. el Rey Competition, as well as all other trademarks of the RFEF and/or the Tender, without prejudice to the non-exclusive use that the Clubs may make of the content generated by the Matches. Nothing contained in this Tender is interpreted in the express or implied sense of granting intellectual property rights to any Bidder over the intellectual property belonging to the Clubs and/or the RFEF.

The RFEF may make use of the right to archive all matches in the competition. The audiovisual materials related to the Competition and the filmed, recorded and/or produced matches, including the international signal, summaries, clips and any other audiovisual material related to the Competition, and the authorized matches related to the Competition shall be considered archive material. The right to archive means the right to broadcast the archive material. The clubs will also have the right to archive the matches they play. In this regard, once the term of the corresponding commercialization contract has expired, the Successful Bidders will be obliged to return to the RFEF any material generated as a result of the exploitation of the awarded lot or to destroy it if so requested by the RFEF, as well as any information held by virtue of the commercialization contract, which may give rise to an improper use of media rights beyond the duration of the corresponding contract.

Likewise, once the aforementioned term of the commercialization contract has expired, the RFEF and the participating Clubs/SADs (the latter in respect of the matches they have played), in their capacity as producers of the Matches and Summaries, will hold all intellectual property rights over all audiovisual content and recordings (files) that have been generated, and may be exploited in any medium or support, without any limitation in a worldwide territorial scope for the maximum period of validity of such rights.

During the term of the contract signed with the Successful Bidders, only the RFEF and the participating clubs will be able to make use of any digital assets, including tokens or NFTs.



7.- General documentation to be submitted with the bids for each lot.

- 7.1.- Within the deadlines indicated by the RFEF, any legal entity that has the capacity to act, fills in the form indicated in Annex 3 and provides the following documentation may submit a bid in lot 1:
- 7.1.1.- General description of the candidate and experience in the exploitation of media rights in sporting events. In the case of intermediary agencies, they must accredit experience and capacity in the international distribution of these events and in the bid they must identify the channel to which they wish to sublicense the rights, always taking into account the provisions of this document for the sublicensing or assignment of rights.
- 7.1.2.- Prove an annual turnover of more than one and a half million (€1,500,000.00) Euros. However, if an Applicant, for whatever reason, is unable to prove such turnover, it may be considered eligible if it undertakes to pay in the first season the totality (100%) of its bid for the first season on the date of the Signing of the License Contract. Turnover shall be evidenced by the submission of the company's audited annual accounts for the financial year 2020.
- 7.1.3.- To be in a position to guarantee the full payment of all economic obligations that may arise from the awarding of the exploitation rights. To this end, the RFEF may establish that the Successful Bidder provides a bank guarantee or alternative guarantee for each season of the award in order to guarantee the payment of its bid obligations. The guarantee must be issued by a bank subject to the control of the Single European Banking Supervision Mechanism implemented by the European Central Bank. Furthermore, the guarantee must be secured on first demand and without the benefit of excussio, order or division. The decision on this requirement must be made within a maximum period of 5 days after the award and the bank guarantee or guarantee must be provided within 30 days after the signing of the contract, the entry into force of which will be conditional on the presentation of the guarantee. The guarantee may be required for each or all of the seasons covered by the contract. The guarantee shall be valid until two months after the last payment deadline of each season. In the event that an alternative guarantee to the bank guarantee is offered, the express written approval of the RFEF will be required.
- 7.1.4.- If there is pending litigation or unpaid amounts between the RFEF and the Applicant, or a company belonging to the same Group of Companies as the



Applicant in relation to any agreement related to the non-payment of media rights, together with the bid, a guarantee payable on first demand at the expense of the Applicant, equivalent to the sum of (a) the amount outstanding; and (b) the bid made in these proceedings.

7.1.5.- In the event that the candidate is a tax resident in Spain, or acts through a permanent establishment located in Spain, or for any other reason is registered in the census of taxpayers in Spain, it must present a certificate of being up to date with its tax obligations with the AEAT (Spanish Tax Agency). The certificate to be presented will be the one issued by the Spanish State Tax Administration Agency (Agencia Estatal de la Administración Tributaria de España).

7.1.6.- When the candidate is a company registered with the Spanish Social Security, it must present a certificate of being up to date with its social security obligations, issued by the General Treasury of the Social Security.

7.1.7.- Present a certificate from the Secretary of the competent body, with the approval of the Chairman or, where appropriate, the legal representative of the entity, certifying that the company has not declared or applied for the opening of insolvency proceedings. Candidates who are subject to liquidation, bankruptcy and/or insolvency proceedings, arrangement with creditors, and even if they are subject to a legal moratorium with their creditors, will not be admitted to submit bids.

7.1.8.- The following documentation must be provided:

- a) Current certificate of registration in the commercial register.
- b) A copy of the latest audited annual accounts of the applicant and its parent company.
- c) Power of attorney or powers of the legal representative of the company.
- d) Act of title deed.

7.2. Causes for exclusion

Candidates in which any of the following circumstances apply shall be automatically excluded from the bidding process:



That the company, or group of companies (parent company or subsidiaries) and its directors or administrators have been criminally sanctioned or have acknowledged their criminal liability or that of their Directors, in any country in the world, in the last three (3) years for any of the following offenses:

- a) false representation;
- b) crimes against property and socioeconomic order;
- c) bribery;
- d) embezzlement;
- e) influence peddling;
- f) insider trading;
- g) crimes related to the corruption of Spanish or foreign authorities or officials or corruption among private individuals, in any national or international territorial scope;
- h) crimes against social security;
- i) crimes against workers' rights;
- j) crimes against the Public Treasury of the State or the European Union.

And expressly state that the directors or administrators have not been convicted of other crimes, of the same nature, when the same may damage the reputation of the Copa de S.M. el Rey and/or endanger the audiovisual broadcasting of said event in the awarded territories.

It shall be accredited by means of a certificate from the Secretary of the competent body, with the approval of the President or, if applicable, of the legal representative of the entity where it is accredited that the company is not in this cause of exclusion.

- (*) This liability refers to cases where there is a final criminal judgement and shall also extend to cases where the LICENSEE is suspended in a similar tender procedure by a court order for injunctive relief and until a judgement on the merits of the case is rendered in such court proceedings.
- 7.3.- The RFEF will accept joint bids provided that the joint bidders meet the criteria in Clause 7 and a Joint Bid will be excluded if any of the members fall within the scope of any of the exclusion criteria listed in Clause 7.2.

Likewise, the RFEF informs all interested parties that a Joint Bid cannot be interpreted, under any circumstances, as a practice of subcontracting between



bidders. Joint bidders are also informed that they will be jointly and severally liable to the RFEF for the obligations they have assumed in their respective Joint Bid.

7.4.- Specific documentation related to professional and/or technical solvency for lot 1.

A Technical Report drawn up by the Applicant shall be provided containing at least the following points in relation to the broadcasts of the meetings in the territory:

- -Characteristics of the audiovisual media services for the broadcasting of all matches, indicating the territorial coverage available;
- -Description of the means to exploit the Rights offered, and their availability to the public;
- -Details of the batch scheduling plans;
- -Description of signal quality;
- -Description of coverage and level of exposure according to rights;
- -Description of the means available to ensure the Applicant's commitment to promote Copa de H.M. el Rey (either through a commitment to enhanced programming or other promotions, both on-air and off-air);
- -Description of the programming plan for the S.M. Copa del Rey including the level of coverage and exposure;
- -The company's experience in the exploitation of audiovisual content, with an express indication of football-related content;
- -Technical methods of distribution and commercial segment (free, paid, fee-for-service etc).

If the bid is submitted by an intermediary, it must prepare a report indicating the general description of its activities, expressly stating its offer of sports content and submit an action plan including the expected coverage for the exploitation of the audiovisual content in the event that it is awarded the contract.



8.- Evaluation and awarding of lot.

8.1.-Bids lot 1.

This tender is not an offer from the RFEF, although the submission of bids will be binding on the bidder, the tender is only an invitation to treat, to receive bids from bidders. No contractual obligation shall arise from this tender, unless the relevant License Contract, the general conditions of which are set out in Annex 4, is signed and executed by the successful bidder and the RFEF.

Applicants shall submit a bid for a minimum of three seasons as a general criterion. Applicants may submit a bid for more than three seasons, provided that it necessarily requires, depending on the amount bid or the technical means made available, a longer period of amortization of the investment in order to be able to cover the bid on the basis of normal and consistent economic and financial criteria. In the latter case, the company must sufficiently and fully justify, by means of a detailed report, the need to extend the period of validity of the contract to four or five years in accordance with its bid and its investment plan, as well as the reasonable amortization of the investments. This report must be included, necessarily, within the economic offer and must explain in detail the business plan, the amortization criteria and the justification of the need to have four or five years to be able to cover the investment made in the event of being awarded the contract and depending on the offer made.

In these cases, the business plan and the criteria for the amortization of the investment, as well as the periodization of the same, will be evaluated by the RFEF's independent body, such as the RFEF's Audit Committee, which will issue a report prior to the award of the contract on the coherence of the plan and the effective need for a longer contract period.

Such a tender offer can only be taken into consideration if the report is favorable.

The same company may submit two separate tenders, one for the 3-year term and one for a longer term with a maximum of 5 years.

By submitting an Offer, the Applicant agrees to be bound by the terms and conditions of the Contract in Annex 4 and the Offer is an irrevocable and unconditional offer which may not be modified (unless requested by the RFEF) or withdrawn for a period of sixty (60) days after receipt of such Offer.

Bids shall be submitted by the deadline indicated by the RFEF.

8.2.- The amounts to be received by the RFEF will be offered and paid in euros, and will be made free of:

-any and all taxes (excluding VAT);



-deductions and/or withholdings, of any kind, which may be applicable in respect of such payments and without deduction or liability applicable thereto.

-Bank charges and financial costs arising from the financial transaction.

The LICENSEE shall be solely responsible for the payment of the aforementioned taxes, deductions and/or liabilities generated by the non-payment of the same. In the event that said taxes must be paid by the RFEF, the LICENSEE shall calculate the corresponding gross amount to ensure that the RFEF receives the totality of the consideration expressed as a Global Amount.

Payment of the consideration shall be made by bank transfer to the account indicated by the RFEF and shall be considered effective from the moment the RFEF receives the amount payable in its bank account. The amount stipulated in the letter of offer is equivalent to the net amount payable.

8.3.- Valuation of the lot.

The award criterion will be exclusively that of the best economic offer.

The award shall always be made to the best financial offer from the applicant who has submitted a bid for three seasons unless there is a bid for four or five seasons that is significantly higher than the bid for three seasons.

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

If there are no offers for 3 seasons and there are only offers for four or/and five seasons, the same criterion applies that the offer for five seasons must be 5% higher than the offer for four seasons.

Offers for four or five seasons must, in any case, have obtained the prior favorable report of the RFEF's autonomous and independent Audit Committee.

In the event of a bid for one or more individual lots and lots grouped by region on the same territories, the bids for the individual lots shall be added together, compared with the bid for the regional lot and awarded to the applicant offering the highest consideration.

The evaluation body shall submit to the RFEF's media rights management control body a provisional award proposal to be approved by that management body.

8.4.- The evaluation body will be composed by the persons indicated below and will analyze the bids and draw up a report that will be submitted to the RFEF's media



rights management control body, incorporating a provisional award proposal that must be ratified by the RFEF's media rights management control body.

- The President of the RFEF or the person he designates on his behalf.
- The Chief Financial Officer.
- The Director of the Legal Department.
- The Director of Competitions.
- The Marketing Director.
- The TV Director.

A lawyer from the Legal Department shall act as Secretary of the body.

The bidder chosen by the RFEF will be a provisional successful bidder for the exploitation of the Media rights. The final award is conditional upon (i) the signing of a license contract between the successful bidder and the RFEF (the "License Contract"); (ii) the agreement between the successful bidder and the RFEF of the appropriate guarantees for the correct execution of the economic obligations assumed; and (iii) the completion of all the documentation requested in the process.

9.- Contract.

The Awardees of Lot 1 shall sign the corresponding License Contract, the general conditions of which are set out in Annex 4 and shall be legally binding when signed by the Awardee and the RFEF.

10.- Suspension of the Tender and/or awards.

The RFEF may, before or after the award of the Tender, withdraw from the procedure for justified cause, non-remediable infringement of the tender procedure, or for reasons of force majeure, socio-economic and/or economic changes that hinder the fulfilment of the Contract or the Tender.

In the event of a duly justified case of force majeure, the RFEF may suspend or cancel the Tender, without the right to any compensation for the bidder.

In addition, the RFEF reserves the right to suspend or cancel the Tender if there are indications of collusion between bidders, in which case, the RFEF will inform the relevant competition authority without undue delay of such indications, without the right to any compensation for the bidder.



Awards made to bidders who do not meet the requirements set out in Clause 7 or who lack the necessary capacity to act due to a supervening cause shall be null and void, without any right to compensation for the bidder.

11.- Confidentiality.

The content of the Tenders and documents submitted with them shall remain confidential. Bidders must refrain from sharing with third parties by advertisement or any other means of communication any information in connection with this tender.

The Bidder understands and accepts the right of the RFEF to make official publications about this Tender, its procedure, selections and Bidders, as stipulated in this Tender.

The RFEF undertakes to keep the Bidder's information and accompanying documentation confidential and will not disclose it to third parties; with the exception of the Authorities in the exercise of their legal obligations, the Controlling Body and the RFEF's Advisors.

12.- Interpretation

The Spanish version of the present Tender shall be considered the only binding version of the same. In the event of contradiction between the Spanish version and the English version of this Tender, the Spanish version shall prevail.

Las Rozas February 7, 2022