



REAL FEDERACIÓN ESPAÑOLA DE FÚTBOL

## SUPERCOPA OF SPAIN

### OFFER FOR EUROPEAN UNION COUNTRIES AND OTHER COUNTRIES

**Seasons 2025/2026, 2026/2027 and 2027/2028**

#### **1.- Identification of the RFEF and advisors.**

The RFEF is the entity that commercializes the audiovisual rights of the Spanish Supercopa 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 award, the signing of the contracts and the collection of the amount 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 interested in submitting bids (hereinafter referred to as "Applicants", "Bidders" or "Interested Parties") should contact the RFEF at the following address:

#### **Real Federación Española de Fútbol**

D. Rafael Zapatero  
TV Department Director  
Plaza Luis Aragonés s/nLas  
Rozas, Madrid  
Email: [tv@rfef.es](mailto:tv@rfef.es)

#### **2.- Rights that are commercialized.**

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

Single lot	The package includes the three matches of the competition, consisting of two semi-finals and one final match, to be broadcast live, exclusively, free-to-air or closed, for the 2025/26, 2026/27, and 2027/28 seasons.  The successful bidder shall own the right of deferred broadcast on a non-exclusive basis.
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The rights being commercialized are 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 possible sublicensing contract or eventual act of assignment that is intended to be signed. In the event that an authorization is requested, it shall indicate in detail the company to which it is wished to sublicense, the territory, the term, the channel and the audiences thereof shall be indicated in the request made in writing at least 10 calendar days prior to the broadcast date of the matches to the following address: tv@rfef.es

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

The RFEF may refuse to grant a sublicense in the following cases:

- If the potential sublicensee has contracted a debt with the RFEF and/or there are legal proceedings in progress in relation to the non-payment of the aforementioned amounts.
- Reputational risk for the RFEF in the event of channels broadcasting socially inappropriate content. For these purposes, content deemed socially inappropriate shall include, among others, that which promotes violence or discrimination, or encourages illegal activities.
- The potential sublicensee proposes a format of exploitation of the rights contrary to what is established in these terms and conditions.
- The potential sublicensee falls within the grounds for exclusion referred to in section.

If the reply is negative, the decision shall be explained. In the absence of a reply, the application shall be deemed to have been accepted.

In the event of a sublicense or assignment, 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 agreement 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 pay service, under any form of distribution, television, cable, satellite, adsl, wifi,

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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 single lot will be offered for each country or group of countries listed in Annex 1, which includes all countries worldwide (Spain and Andorra) and the countries whose rights have already been sold for the 2025/2026 and 2026/27 seasons.

The configuration of the lots could be modified depending on market characteristics and developments. The country-specific lots may be offered separately, i.e., at different points in time, and shall be made available for the 2025/26, 2026/27, and 2027/28 seasons.

2.5. The competition is described in clause 3.

2.6. Seasons:

The single lot is marketed for a period of up to 5 seasons starting from the 2025/26 season and ending in the season 2027/2028. For the purposes of information, the season starts on 1 July of each year and ends on 30 June of the following year.

2.7. Guarantees on broadcasting / Geoblocking

The Successful bidder shall ensure that the Rights are exclusively accessible from the Territory, and undertakes to implement all those security measures, such as signal encryption 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 prohibits accessor viewing 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 31 March 2010 on Audiovisual Communication in the terms established 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, the Spanish Supercopa is currently structured in the format known as the "Final Four", which will be played over three days of competition, the semi-final matches will be played in two days and the final match over one day. The matches will be played in a single-leg knockout system.

A. The club which has scored the most goals at the end of the regulation time shall be declared the winner.

B. If at the end of the regulation time the match ends in a goal draw, extra time of 30 minutes divided into two halves of 15 minutes each shall be played. The winner of the play-off shall be the team which, after extra time, has scored the most goals.

C. If, at the end of extra time, there is still a draw, five penalty kicks shall be taken by each team in front of a common goal, with each team alternating the kicks, and the team with the highest number of goals from the five penalty kicks shall be declared the winner. If there is still a draw, each team will continue to take penalty kicks until, both having taken equal numbers of penalty kicks, one of them has scored one more goal.

### 3.2. Participating teams.

The finalists of the Campeonato de España/Copa de S.M. el Rey, and the first and second classified of the National First Division Championship, in the previous season and with the same criteria for the rest of the commercialized seasons.

If any of the finalists of the Campeonato de España/Copa de S.M. el Rey should also have qualified in first or second place in the First Division Championship, the two clubs in the Campeonato de España/Copa de S.M. el Rey shall be kept and the corresponding places in the First Division shall be awarded to the next qualified club or clubs, until the four teams participating in the competition in question have been completed.

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

### 3.3. Dates and timetables.

The RFEF will schedule the dates of the matches and will communicate them to the operator as soon as possible. The date assigned may be subject to changes due to, inter alia, the timing of international commitments, although it is planned that they will be held in one week in January of each year.

The semi-final matches are scheduled to take place on Wednesday and Thursday



and the final on Saturday or Sunday at evening primetime CET. It will be up to the RFEF to 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 offered**

The available Rights offered by the RFEF and contained in this ITT are set out below.

**MATCHES:** The three (3) total matches of the competition consisting of two semi-finals and one final are offered.

**EXCLUSIVITY AND CHANNEL:** The right is granted for the exclusive and live exploitation whether free-to-air or pay for broadcasting through the following media through any medium or platform. This includes but is not limited to: internet, cable and satellite, radio waves, ADSL, IPTV, wifi, 3G, 4G, 5G and future generations, mobile portals, websites, mobile telephony and any other medium, system or modality that may be developed in the future.

**LANGUAGES:** Successful bidders may offer the option for the user to access the commentary of the broadcast in English and all official languages in those territories.

**DEFERRAL:** The successful bidder shall be entitled to deferred broadcasting on a non-exclusive basis.

**PROGRAMMES:** This lot grants the following rights and obligations:

**Live programme:** a programme that includes the exclusive and continuous uninterrupted and uncut broadcasting of all matches in their entirety, live, free-to-air or encrypted service, free of charge or pay-per-view, on any device. Matches shall be broadcast in HD technology where such technology is available.

**Deferred programmes:** a programme that includes the deferred broadcasting of each match on a non-exclusive basis and in its entirety, after the match has taken place.

**Video-on-demand programmes:** a programme that includes exclusive and continuous broadcasting in its entirety, after the match has taken place through the video-on-demand system ("*video on demand*", *catch-upTV*, etc.), and through the different Channels enabled for this purpose, being able to offer the match after it has taken place.

**Public Viewing:** The successful bidder may organize public viewing in cinemas or public spaces for the lot of rights it has acquired. Such screenings must have the prior



written approval of the RFEF. In turn, in the event that the RFEF receives third party proposals for public screenings, the RFEF must inform the successful bidder in order to facilitate such screenings, provided that the successful bidder agrees.

**Summary programmes:** The successful bidder may produce programmes designed to summarize the matches on a non-exclusive basis and under the following conditions:

- Being broadcast at the conclusion of the semi-final matches and after the trophy ceremony of the final.
- Summary programmes may be produced for each match, containing a maximum of 10 minutes of match footage in total per programme.
- Summaries shall be prepared by the successful bidder at their own expense and may be marketed by the successful bidder.

The rights reflected in the above paragraphs shall be deemed to be granted on an exclusive basis for the territories awarded to the bidder or each bidder. 1.

#### 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 not expressly included as part of a lot are outside the scope of the lot, e.g. 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 practices for betting and gambling related purposes and the possibility to broadcast the Matches on trains, flights and sailings of any kind. Broadcasting in public places such as bars, restaurants and hotels is permitted (provided that it concerns the screening of the Matches free of charge, without charging admission, so that the screening 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 public screening is not allowed.

4.3. Some of the rights offered are not exclusive and interested applicants are 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:

- a) The participating Clubs or Sports Limited Companies (Sociedades Anónimas Deportivas, S.A.D.) may broadcast the match on a deferred basis from 24 hours after the end of the match, provided that they do so

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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.

- b) The RFEF, and the Clubs and/or S.A.D. playing the matches may display 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. The RFEF will not use images of a single player or a single club in such clips.
- c) 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, X or similar.
- d) The RFEF may exploit the virtual advertising and overlays of the Competition.
- e) The RFEF reserves the right to authorize Sponsors and/or Official Suppliers of the Competitions to use images of the Competition on the Sponsor's own platforms to promote their association with the Competition. Images of a single player or a single club may not be used.
- f) Closed-circuit rights at the stadium where each match is played.
- g) Spanish and international rights to be commercialized by the RFEF.
- h) The RFEF and the participating clubs may make use of the right to archive all matches of the competition.

## **5.- Production of the matches.**

In order to facilitate integrity and uniformity in the criteria governing the technical production of the matches, as well as to preserve and promote the international image of both the competition and the RFEF, the international production of the 3 matches shall be carried out by the RFEF or by any party designated by it ensuring an adequate level of production. These 3 matches shall be produced in at least HD format (1080p50 pixels) and the overlay commentary and graphics will be delivered in English.

The final operator intending to receive the Signal of the Supercopa Matches must pay the technical costs related to the provision of the Signal incurred by the service

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provider company to be appointed 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 to be paid to the RFEF or the company designated corresponds to the cost of providing access to the signal. This cost, in accordance with the prices provided for similar competitions, amounts to one thousand five hundred (€1,500) EURO 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.

## **6.- Commercialization conditions**

On 30 April 2015, the Spanish government approved the Royal Decree-Law 5/2015. This regulation establishes the main framework revolving around the joint commercialization of football audiovisual broadcasting rights. Article 4 regulates the marketing conditions:

## **7.- Intellectual property, trademarks and digital assets.**

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

The RFEF, where applicable, and the clubs in relation to the images of their team, may make use of the right to archive all matches of the competition. Audiovisual material related to the competition and matches filmed, recorded and/or produced, including the international signal, highlights, clips and any other audiovisual material relating to the competition, and licensed matches relating to the competition shall be considered archive material. The right to archive includes the right to broadcast the archive material. Clubs shall also have the right to archive the matches they played. In this regard, once the term of the corresponding commercialization contract has expired, the successful bidders must 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 audiovisual 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 the intellectual property rights that legally correspond to



them over all the contents and audiovisual 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.

7.2. The RFEF is also the owner of the Trademarks and distinctive signs of the 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.

7.3. During the term of the contract signed with the Awardees, only the RFEF, if applicable, and the participating clubs may make use of any digital asset, understood as tokens or NFTs or similar and any other asset similar to the above that exists or may be developed in the future.

#### **8.- General documentation to be submitted with the bids for each lot.**

8.1. Within the deadlines indicated by the RFEF, any legal entity that has the capacity to act may submit a bid for lot 1, either for all or part of the territories, by filling in the form indicated in annex 2 and providing the following documentation:

8.1.1. General description of the candidate and experience in the exploitation of audiovisual 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 will identify the channel to which they wish to sublicense the rights, always considering the provisions of this document for the sublicensing.

8.1.2. Prove an average annual turnover for the last three years 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 2024.

8.1.3. If there is any pending legal process or outstanding 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 audiovisual rights, a guarantee payable on first demand at the Applicant's expense, equivalent to the sum of: (a) the amount that is outstanding; and (b) the bid made in this process.

8.1.4. 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, he/she must present a certificate of being up to date with his/her 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).

8.1.5. 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:

8.1.6. Submit 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. Applicants 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.

8.1.7. 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.

## 8.2. Candidates.

For the purposes of this ITT, a Candidate shall mean a content distribution operator (e.g., broadcasters, internet television channels, telecommunications companies, agencies, or intermediaries) which has the appropriate infrastructure, reach, and resources, as well as a sound financial and professional situation, to exploit the Competition Rights within the Territory and which has its own audiovisual content editing and broadcasting capabilities.

## 8.3. Specific documentation related to professional and/or technical solvency.

The information regarding the operator, the channel, and the exploitation methods shall be provided in the offer form, Annex 2. If the bid is submitted by an intermediary, it must prepare a report indicating the general description of its activities, expressly indicating its offer of sports content and submit an action plan that includes the expected coverage for the exploitation of the audiovisual content in the event that it is awarded the contract.



## **9.- Procedure and schedule**

### 9.1. General

By submitting an Offer, the Applicant agrees to be bound by the terms and conditions of the Contract in Schedule 3 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.

### 9.2. Documentation of the Offer.

#### 9.2.1. Content and presentation of the Offer.

The Offer is composed by the documentation referred to in section 8.1.1, 8.1.2, 8.1.4, 8.1.5, 8.1.6, 8.1.7 which pertain to the financial offer form. The financial offer shall be accompanied, where appropriate, by the report referred to in point 9.1.

The offer shall be submitted for the 2025/2026, 2026/2027, and 2027/2028 seasons.

9.2.2. The amounts to be received by the RFEF shall be offered and paid in euros, and shall be made free of:

- Any and all taxes (VAT will be added, if applicable);
- Deductions and/or withholdings, of any kind, applicable in respect of such payments and no deduction or liability applicable thereto.
- Bank charges and financial costs arising from the financial transaction.

The Successful bidder 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 Successful bidder 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.

The successful bidder shall fulfil its payment obligations in accordance with the following payment schedule:



### Season 2025/26

The consideration offered shall be paid by 30 December 2025.

### Season 2026/27

The consideration offered shall be paid by 15 November 2026

### Season 2027/28

The consideration offered shall be paid by 15 November 2027.

9.2.3. Applicants shall submit the documentation and the financial offer by electronic means to the following email address: to be specified for each territory.

In the subject line they shall indicate the name of the company submitting the tender and the number of the geographical lot as numbered in Annex 1.

All Bid documents shall:

- a) Be complete, contain all the requirements included in paragraph 9.2.1 and also fully comply with the terms, conditions and procedures required under the provisions of this IRO.
- b) They must bear the original signatures of the Candidate's authorized representatives, together with supporting documentation.

9.2.4. The mailbox has a system of entry certification and time stamping of incoming mail provided by a third party that complies with the requirements of Law 59/2003, on Electronic Signature and Regulation (EU) 910/2014, on Electronic Identification and Trust Services for Electronic Transactions in the Internal Market (eIDAS). The RFEF will not have access to the information that the interested parties send to the aforementioned email addresses until the date and time of the opening of candidatures and financial bids, which will take place before a Notary Public. At the time of opening the bids, the service provider will provide the RFEF, before the Notary, with the keys or systems that allow access to the email inbox. For international offers, opening before a Notary shall not be required.

Following publication of this ITT (Invitation to Tender) on the RFEF website, potential Applicants may request any reasonable clarification from the RFEF regarding the content of the ITT. Queries and/or clarifications should be sent by email



to [tv@rfe.es](mailto:tv@rfe.es) by the deadline indicated in the timetable. The RFEF's response will also be made within the timeframe indicated in the timetable, by the same means and/or will be published on the website [www.rfe.es](http://www.rfe.es) in order to make the response available to all Applicants, but without disclosing the identity of the enquirer.

### 9.3. Language of the offer.

All the documentation of the Bid must be in English or Spanish.

Failure to submit documentation in Spanish may be corrected within the time limit set for this purpose.

### 9.4. The timetable for the trading of the Rights shall be as follows:

<b>Date</b>	<b>Event</b>
November 28, 2025	Publication of the call for reception of bids on the RFEF's website
December 2, 2025	Deadline for requesting clarifications
December 5, 2025	RFEF deadline to answer any clarifying questions
December 9, 2025	Deadline for submission of bids
December 10, 2025	Opening of bids  If any supporting documentation is missing, a period of 24 hours will be allowed for corrections to be made.

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After the evaluation of the offers	Final award of the Bids
Within 10 calendar days after the award.	Formalization of the contract.

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

The RFEF reserves the right to tender, evaluate and award the rights separately for each territory. By way of example, the RFEF may first initiate the bidding procedure and evaluation of bids for the territories Austria and Germany and then continue with the bidding and evaluation of the territory of France.

#### 9.5. Valuation of the offer.

In the evaluation, the RFEF guarantees that it will respect the principles of public procedure, transparency, competitiveness and non-discrimination with regard to the bids submitted.

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

In the event of a bid for one or more individual lots and lots grouped by region for 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 bidder offering the highest consideration

The evaluation body shall submit to the supervisory body for the management of the RFEF's audiovisual rights a proposal for provisional award, which must be approved by the management body of the RFEF's audiovisual rights.

9.6. The evaluation body will be composed of the persons indicated below and will analyse 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 General Manager 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.

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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 Audiovisual Rights. The final award is conditional upon (i) the signing of a license contract between the successful bidder and the RFEF (the "License Contract"); and (iii) the completion of all the documentation requested in the process.

9.7. In the event of not having received satisfactory bid/s during the award procedure of the different lots, the RFEF may initiate a second or successive rounds of bids or cancel the present process.

### **10.- Contract.**

The Awardees shall sign the corresponding License Contract, the general conditions of which are set out in Annex 3 and shall be legally binding when signed by the Awardee and the RFEF.

### **11.- Suspension of the Tender and/or awards.**

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

### **12.- 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.

### **13.- Interpretation**

The tender and annexes will be published on the official RFEF website in Spanish and English.



REAL FEDERACIÓN ESPAÑOLA DE FÚTBOL

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

Las Rozas, November 28, 2025

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**SUPER CUP CONTRACT**

DATE XXXXXXXXXXXXX

THE PARTIES XXXXXXXXXXXXXXXXXXXXX

MANIFEST

The RFEF is the governing body of football in Spain;

I.- [\*\*\*] is a world-renowned broadcaster of, among others, television programs and sporting events;

II.- In accordance with Royal Decree-Law 5/2015, which indicates that participation in an official professional football competition will necessarily entail the transfer of the audiovisual rights held by the participants to the organising entity (RFEF) for the commercialisation of said audiovisual rights, the RFEF is currently empowered to carry out the commercialisation of the audiovisual rights defined in Article 2 with respect to the matches of the seasons XXXXXXXXXXXXXXXXXXXX of the Spanish football competition "Spanish Super Cup" (hereinafter the "Competition").

The format of the Competition for the 2025/26 season consists of 3 matches. As soon as the RFEF has the dates and calendars of the Competition, the RFEF will immediately inform the LICENSEE.

The format, schedules and schedules (dates, match times, etc.) are subject to change as required by the circumstances of each case. The RFEF will notify the LICENSEE as soon as possible of any relevant change in each specific case

III.- The LICENSEE wishes to be granted the exclusive license of the Media Rights of the matches of the XXXXXXXXXXXXXXX seasons of the Competition (hereinafter the "Matches") for the Authorized Territory (as defined below);

IV.- The RFEF wishes to grant the LICENSEE the exclusive license (or non-exclusive depending on the lot awarded) of the Media Rights of the Matches for the XXXXXXXXXXXXXXX seasons of the Competition for the Authorized Territory;

V.- Consequently, the Parties wish to enter into this agreement (hereinafter, the "Agreement") in order to detail all the terms, conditions, rights and obligations relating to the granting of the license of the Audiovisual Rights to the LICENSEE in the Territory.



**The Parties agree and stipulate the following:**

For the correct interpretation of the terms and conditions contained in this Agreement, the following terms shall have the meanings provided in the table below.

1.-Audiovisual products

It means the audiovisual products of the Competition for the XXXXXXXXXXXXXXXX seasons and which as a result of this Agreement have been distributed to the LICENSEE in the Awarded Territory.

It should be understood that the Audiovisual Products contain, among others, Images of a Match; other audiovisual content derived from a Party and any graphics related to a Party. Likewise, it will be understood that the Audiovisual Products include the logos of the RFEF and its official sponsors.

2.- Audiovisual Rights, Exploitation Rights, Media Rights or Rights

It means the rights of dissemination, communication to the public and making available to the public of the Audiovisual Products, as well as specific rights.

3.-Authorized territory

means the territory(s) in which the LICENSEE has the right to exploit the Granted Rights.

4.-Clubs

It means the Spanish football clubs participating in the Competition for the XXXXXXXXXXXXXXXX seasons.

5.-Competition(s)

It means the Spanish Super Cup.

6.-Audiovisual Media Channels

means the exploitation of the Audiovisual Rights through any of the following channels in the Territory(s): Internet, including, but not limited to, Smart TVs, phones, tablets and any other device that allows the transmission of Audiovisual Rights over the Internet. "DTT" or Digital Terrestrial Television, that is, the transmission of the signal through terrestrial frequencies. Satellite, that is, the transmission of the signal through satellite and cable standards.

Audiovisual media channels can be free and/or paid, where:

Paid, is the broadcast of any form of payment for content, including, but not limited to: Pay-Per-View Channels and Pay-TV Channels, and;



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Free means the dissemination of any content through open channels that are only subject to the territorial restrictions contained in the Specific Rights and Obligations included in this Agreement.

#### 7.-Highlights

It means the sequences of the most significant plays and the key moments of the match, with a maximum duration of four (4) minutes per match.

In accordance with the terms of the Agreement, the scope of "Highlights" will be expanded to include:

- Repetitions
- Slow-motion recording
- Any type of frames, including 360°
- Any other material that is permitted under the terms of this Agreement.

#### 8.-Match(s)

Means any match(s) belonging to the competition.

#### 9.-Images of the match

It means all the images of the matches of the Competition offered by the RFEF.

It shall include all events that occur on the field of play, including areas within the sports facilities where a match is being played. The images of the match cover from the two (2) minutes before the start of the match to the minute (1) after the end of the match. It will also include the celebrations of the final match.

#### 10.-Official channel

It means the Official Channels of a Club or the RFEF.

#### 11.-Platform

It means any system or means necessary for the transfer of Rights.

#### 12.-Royal Decree-Law 5/2015

It means Royal Decree-Law 5/2015, of 30 April, on urgent measures in relation to the commercialisation of the rights to exploit audiovisual content of professional football competitions.

#### 13.- Related content

These are interviews with fans, which can also be carried out in different places (outside the stadium, inside the stadium), as well as images of the stands that are recorded before, during and after the match.

#### 14.- Real Federación Española de Fútbol o RFEF



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It refers to the Spanish Football Federation, an entity registered in the Spanish Sports Registry with number 19, constituted in accordance with Spanish law and which has its registered office at Plaza Luis Aragonés s/n 28230, Las Rozas, Madrid.

#### 15.-Signal

It means the audiovisual signal (consisting of video, audio/sound, image, etc.) that is collected by all cameras before, during and after the Matches.

#### 16.- Sublicensee

means any natural or legal person to whom the awardee sublicenses its Rights, in whole or in part, through a Sublicense Agreement under the terms of this Agreement.

#### 17.-Sublicense Agreement

It means the contract entered into between the LICENSEE and the sublicensee under the terms provided for in this Agreement.

#### 18.-Bidding

It means the conditions for the commercialization of Audiovisual Rights for the Competition for the XXXXXXXX seasons

#### 19.-Worldwide transmission

It refers to the live high-definition (HD) signal of matches produced in accordance with international standards. The RFEF ensures compliance with minimum requirements regarding camera position and sound production standards.

### **ARTICLE 1 – RECITALS AND ANNEXES**

The recitals and annexes constitute an integral and essential part of this contract.

### **ARTICLE 2 - AUDIOVISUAL RIGHTS**

2.1 In execution of this Contract, the RFEF grants to the LICENSEE, which it accepts, the exclusive license (or non-exclusive depending on the lot awarded) of the Audiovisual Rights for the XXXXXXXX seasons of the Competition for the following Authorized Territories: [\*\*\*] in the following languages: [\*\*\*].

Media Rights means the right to market the RFEF Competition through the following means of transmission or a combination of them:

- (a) Terrestrial transmission
- (b) Satellite transmission
- (c) Cable transmission
- (d) Pay-per-view service
- (e) Video on Demand Service
- (f) IPTV



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(g) Mobile Networks

(h) Nearby video-on-demand service

(i) Internet, including OTT platforms (hereinafter referred to as "Internet")

The LICENSEE's right to broadcast the RFEF Matches, on the aforementioned means of transmission, is subject to the LICENSEE ensuring at all times that delivery and access are available only to viewers and/or subscribers within the Territory ("Geo-Block").

Internet broadcasting rights for television betting and/or websites, scouting, and video games or the like are explicitly excluded from this Agreement.

In addition, it is expressly agreed that any and all rights of access to the news are excluded from the Media Rights granted in this Agreement to the Licensee, as well as the clips, unless otherwise agreed.

2.2 The rights for the next XXXXXXXX seasons are:

a) The broadcasting of three (3) Matches corresponding to the Competition. The broadcast of the Matches includes two (2) minutes before the start time of each Match and will end one (1) minute after the conclusion of the Matches. The broadcast includes the broadcast of the visible areas of the venue in which a Match is played. In any case, the LICENSEE shall be obliged to broadcast all live matches in each of the Authorised Territories.

b) The non-exclusive deferred broadcasting of the Matches.

c) The possibility for the LICENSEE to prepare summaries of each Party for its own programs or channels.

2.3 The RFEF undertakes to give LICENSEE access to the World Feed standard through a specialized company providing this service.

The LICENSEE undertakes to pay the technical costs in the amount of 1,500 euros per match for the uplink and the space segment on a timely basis. It is expressly agreed that any other technical service that LICENSEE requires (such as, but not limited to, comment positions, stand-ups, etc.) will be agreed separately by the Parties under a standard fare card. The LICENSEE shall bear its own costs of downloading. The RFEF, its service provider or any third party designated by the RFEF for this purpose will invoice the LICENSEE for the corresponding technical costs after the matches. The invoice must be paid by the LICENSEE to the supplier company 15 days after its receipt.

2.4 The LICENSEE shall ensure that the transmission of the Matches is intended for reception within the Authorised Territory and that the availability of such images and sound of the Matches outside the Authorised Territory is not deliberately commercialised and/or made available in any media outside the Authorised Territory, consequently. The LICENSEE shall implement all possible technical measures (encrypted signal, black out, etc.) to limit access to the Signal in the Authorized Territory and shall establish all possible technical measures and digital



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rights management (DRM) systems to prohibit the copying, storage, preservation and transfer of any image of the Matches. In particular, the LICENSEE's right to stream each Match via the Internet and mobile is subject to the LICENSEE ensuring that delivery and access are available only to subscribers within the Authorized Territory (i.e. geo-blocked). RFEF and LICENSEE acknowledge and agree that when a Match is broadcast by satellite for reception in the Authorized Territory, such broadcast may be incidentally received outside the Authorized Territory due to the inherent ability of satellites to emit signals that are not limited to territorial boundaries (hereinafter referred to as the "Unintended Excess"). In this regard, the Parties expressly agree that such unintentional overflow shall not constitute a breach of this Agreement provided that such signals are at all times fully and effectively encrypted in accordance with this Section 2.4 and LICENSEE does not transmit, or authorize the transmission or retransmission of the broadcast of the Matches outside the Authorized Territory.

In addition, LICENSEE shall ensure that all transmissions over the Internet or other communication networks and/or systems are designed to prevent reception outside its Authorized Territory by appropriate technical means (e.g., geo-blocking).

2.5 The Parties acknowledge and agree that the LICENSEE shall have the right to sublicense the Audiovisual Rights of the Parties to third parties within the Authorized Territory, but only with the prior and express written consent of the RFEF.

In the case of requesting authorisation, the channel and its audiences and the company to which it is to be sublicensed must be indicated in detail and the request must be made in writing at least 15 calendar days before the date of broadcast of the matches.

The RFEF will respond to the request for sub-licence or assignment within 5 calendar days from the time it receives the complete documentation required from the licensee.

The RFEF may deny the sublicense in the following cases:

- If the potential sub-licensee has contracted a debt with the RFEF and/or there are legal proceedings that are underway in relation to the non-payment of the aforementioned amounts.
- Reputational risk of the RFEF in the case of channels that broadcast socially inappropriate content. For these purposes, those that promote violence, discrimination or encourage illegal activities are considered as such, among others.
- The potential sub-licensee proposes a format of exploitation of the rights contrary to what is established in these rules.



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If the answer is negative, the decision will be reasoned. In the absence of a response, the request will be considered authorized.

It is also agreed that LICENSEE shall have the right to assign its rights and obligations under this Agreement, in whole or in part, but only with the prior written consent of the RFEF, to an Affiliated Company, which shall include any of its local subsidiaries that qualify as an Affiliate as set forth in the following paragraph and that operate LICENSEE's service in the Authorized Territory. For purposes of this clause, an "Affiliated Company" means any entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with LICENSEE, and the term "control" means ownership of more than fifty percent (50%) of the voting capital in a company or the right to appoint in such company a majority of the members of the governing body, which will be accredited by means of a certificate signed by the legal representative of the company that will be sent to the RFEF with the request for transfer to the Affiliated company.

In the event of sub-licence or assignment, always previously authorised by the RFEF in accordance with the provisions of the preceding paragraphs, the licensee shall be jointly and severally liable with its sub-licensee or assignee, for the acts and omissions of any sublicensee or assignee and shall ensure that the sublicensee expressly assumes in writing all obligations and duties under the bid receipt process and the license agreement, and that you comply at all times with all terms, conditions, and obligations of the License Agreement and the Agreement

The liability of the LICENSEE and its subcontractors will be unlimited and will apply to all damages that may occur due to any type of intent or negligence, including slight, including compensation, direct and indirect damages such as loss of profit, loss of opportunities, fines and/or penalties.

In addition, the LICENSEE will declare and guarantee that all sublicensees with whom it has signed a sublicense agreement meet the eligibility criteria established in the rules of the Tender, answering for the veracity of this fact before the RFEF.

### **Article 3 - Consideration for the licence and payment terms**

3.1 In consideration for the exclusive licence (or non-exclusive depending on the lot awarded) of the Audiovisual Rights for the XXXXXXXXXXXXXXX seasons of the Competition granted under this contract, the LICENSEE undertakes to pay the RFEF the amount of [\*\*\*].

This figure is the total amount owed by the LICENSEE for the license of the Audiovisual Rights (excluding therefore the technical costs, as well as other costs and expenses) for the XXXXXXXXXXXXXXX seasons (hereinafter the "Global Amount").

3.2 Once the corresponding invoices have been received, the Global Amount will be paid by the Licensee to the RFEF in accordance with the following payment schedule:



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Season 2025/26 (first season of the contract) the amount of [\*\*\*] will be paid on December 30, 2025.

Season 2026/27 [amount of [\*\*\*] will be paid on November 15, 2026.

Season 2027/28 [amount of [\*\*\*] will be paid on November 15, 2027.

3.3 Payments will be considered to have been made effectively from the moment the RFEF receives the amount to be paid in its bank account or a certain proof of payment from the LICENSEE. The LICENSEE accepts that the total amount corresponds to the net amount payable. Any delay in the payment of the fees in accordance with the deadlines established in the calendar mentioned in clause 3.2 will generate an annual interest of 3% on the amount owed in favour of the RFEF. On the other hand, the suspension of payments by the LICENSEE will allow the RFEF to terminate this Agreement, without prejudice to the provisions of the applicable law and the application of the remedies and/or rights that the RFEF may have under this Agreement and/or the applicable legislation.

3.4 If any amount to be paid by the LICENSEE under this License Agreement is not paid when due, in addition to its other rights, the RFEF, upon seven (7) business days' written notice, may take any of the following actions:

- a) Demand from the LICENSEE the immediate payment of all the amounts provided for in the License Agreement.
- b) Suspend or cease the provision of the Rights granted under this contract to the LICENSEE.
- c) Recover from LICENSEE any reasonable legal costs (including the accrued interest of 3% provided for in clause 3.3 above, attorneys' fees and internal costs) incurred to recover the overdue amount.

3.5 The amounts received by the RFEF will be paid net and therefore free of:

- taxes and levies (except VAT if applicable);
- Deductions and/or withholdings, of any kind, that are applicable with respect to such payments and without deduction or liability applicable to them.
- Bank charges and financial costs arising from any financial operation.

The LICENSEE acknowledges that it is solely responsible for the payment of the above taxes, deductions and/or liabilities generated by the non-payment thereof. In the event that such taxes must be paid by the RFEF, the LICENSEE must calculate the corresponding gross amount to guarantee that the RFEF receives the entire consideration expressed as Global Amount.

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

Furthermore, LICENSEE acknowledges that all costs imposed by any financial institution on LICENSEE shall be borne by LICENSEE. Therefore, the financial costs



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derived from the operation that must be borne by the LICENSEE will not be deducted from the Global Amount.

3.6 It is expressly understood that, in return for the technical delivery services provided by the RFEF in accordance with Article 2.2, the LICENSEE, in addition to the Global Amount agreed in Article 3.1 above, undertakes to cover the technical expenses in the amount of 1,500 euros per match and pay them to the company designated by the RFEF that will provide these services.

3.7 The Global Amount due to the RFEF may not be reduced in any way or otherwise modified in cases where the LICENSEE or any of its possible sublicensees are unable to exercise all or any of the Audiovisual Rights for any reason other than the failure of the RFEF to comply with its contractual obligations.

#### **ARTICLE 4 - ADVERTISING, BRANDING, PRODUCTION AND INTELLECTUAL PROPERTY RIGHTS OF THE COMPETITION**

The successful bidders will be able to sponsor the broadcast.

In no case may the broadcaster sponsor and/or its brands be linked and/or associated with the RFEF, the competition and/or the clubs participating in the competition.

##### 4.1 Advertising Opportunities for LICENSEE.

The LICENSEE may not appoint any sponsors of programming or content related to the competition that may conflict with the main sponsors of the RFEF's and/or the competition. If the LICENSEE has any doubts about the compatibility of its sponsors/advertisers, it must contact the RFEF to clarify this fact. If LICENSEE enters into agreements with sponsors/advertisers that do not comply with the above terms, and does not

raise its doubts to the RFEF about its compatibility, it will be solely responsible for the damages and/or costs caused to both the RFEF and the incompatible sponsor/advertiser and other affected third parties.

The LICENSEE may only exploit the advertising opportunities provided that:

- No sponsorship or advertising agreement is formalized with entities that may pose a threat to the reputation of the RFEF, including, but not limited to: Companies with dubious records (such as financial weakness, companies convicted of bribery, piracy and/or other crimes), and/or companies of dubious reputation and/or companies that participate in money laundering, the manufacture of weapons or violation of human rights

- The advertising and sponsorship agreements must comply with the internal regulations of each of the Authorized Territories in question and their content may not, in any case, mislead consumers or infringe the unfair competition law applicable in each of the Authorized Territories in which the LICENSEE is authorized to exploit the Audiovisual Rights.



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If the LICENSEE reaches agreements with sponsors/advertisers that do not comply with the above terms, and/or has not transferred its doubts to the RFEF about the compatibility of a certain sponsor, it will be solely responsible for the damages and/or costs produced in relation to any claim, action, fine, sanction, and other consequential or indirect damages that may arise. Likewise, the LICENSEE accepts that the breach of this clause 4.1 grants the RFEF the right to terminate this Agreement and claim the damages caused.

### 4.2 Limitations on Advertising Opportunities for LICENSEE

#### a) General

The RFEF and/or the Clubs are entitled to carry out activities, including, but not limited to, half-time competitions involving fans in the stadium, promotional advertisements placed on the field of play during the start, middle and end of the Matches, among others, without this entailing a violation of the Media Rights granted to the LICENSEE.

The LICENSEE may not enter into sponsorship contracts with entities that are dedicated, in whole or in part, to the production, sale and/or distribution of

products and/or services that are in the same category of products as those offered by the official sponsors of the RFEF, including the sponsors of statistics and/or data of the Matches. Likewise, the LICENSEE may not under any circumstances issue advertising that may lead to believe that there is a collaboration and/or association with the RFEF, the Competition, the Clubs participating in the Competition and/or the players and/or coaching staff of the Clubs. To comply with the provisions of this section, the LICENSEE must request information from the RFEF about the official sponsors of the Competition and ensure that there is no conflict between said official sponsors and the sponsors of the LICENSEE.

#### b) Regulation of virtual advertising through digital instruments

With regard to virtual advertising, understood as the placement of advertisements on digital instruments that allow the reproduction of different advertisements during football matches and that are located at specific points within the stadium (e.g. stand barriers, barriers around the football field, etc.), the LICENSEE agrees that the RFEF may exclusively use such digital instruments for advertising purposes. As such, the LICENSEE undertakes not to modify the content displayed on the digital instrument, except in the event that the advertising is contrary to the legal provisions applicable in the LICENSEE's Authorized Territory (e.g., if the advertising placed on the digital instrument refers to tobacco and tobacco advertising is strictly prohibited in the Authorized Territory). In this case, the LICENSEE must notify without undue delay and, in any case, within a period of no more than forty-eight (48) hours from the moment the RFEF discloses the list of sponsors that will be placed on the digital instruments. This list of sponsors can be found in the FTP provided by the RFEF. The LICENSEE undertakes to hold the RFEF harmless from any liability arising from the LICENSEE's failure to notify the LICENSEE of the incompatibility of the national legislation of the Authorized



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Territory with the virtual advertisements placed on the digital instruments, including, but not limited to, damages, penalties, fines, consequential and/or indirect damages.

#### 4.3 Brand and badge of the Competition

a) In order to communicate and disseminate a uniform, coherent and unique brand that allows football fans to associate and recognise the image of the Competition, the LICENSEE will be obliged to transmit its headers, graphics and bumpers to the RFEF before use. Such use and design must be previously approved by the RFEF.

In addition, in order to promote the transmission of the Competition, you grant to the LICENSEE, on a non-exclusive basis, the right and obligation to use:

- The name of the RFEF, as well as the name of the Competition.
- The corresponding logo of both the RFEF and the Competition.
- The curtain that precedes each of the replays of the Match, which will be provided by the RFEF.

The LICENSEE shall be authorized by the RFEF to use the trademarks and logos of the RFEF and the Clubs only as part of the LICENSEE's promotional and marketing activities in connection with its transmission of the Competition. The LICENSEE may use the distinctive signs that have been (i) provided by the RFEF or; (ii) expressly approved by the RFEF before its disclosure and/or publication. The LICENSEE is informed that posters or advertising supports that do not comply with the above will not be permitted.

b) The LICENSEE may customize the production delivered by the RFEF according to its preferences through the use of voiceovers, comments and appearance of its announcers, narrators and commentators. In the event that the LICENSEE provides any on-site service, this service will be provided by the party production company, in accordance with a fee schedule that will be made available to the LICENSEE. However, LICENSEE understands that any intellectual property rights for such customization shall be governed in accordance with the intellectual property clause of this Agreement. In addition, the LICENSEE may not in any case personalise the image of the Competition's game beyond what is indicated in this paragraph and excluding the possibility of adding content and images that have been recorded unilaterally without prior agreement with the RFEF.

c) Without prejudice to the foregoing, the LICENSEE undertakes with respect to the presence of the trademarks in the broadcast of the Matches:

- Include the logo of the Competition in the upper left corner next to the team's result;
- Include the logo of the Competition in all graphics and statistics that are disseminated during the Matches, as well as that of its sponsors/collaborators in the preparation of the statistics and data of the Matches;



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- Display the Competition's logo at regular intervals during the broadcast of the Matches, including by using the special optical effect of turning the page before and after replays of plays;
- To play the official melody of the Competition at the beginning and end of each half of each Match;
- To use all the material provided by the RFEF following its instructions;
- Refrain from initiating any legal action or legal procedure in relation to the ownership or exclusivity of the material ceded by the RFEF. In this sense, the LICENSEE acknowledges that all trademarks, logos and material assigned by the RFEF will continue to be the exclusive property of the RFEF under the terms and conditions expressed in the Intellectual Property Clause of this Agreement;
- Refrain from using the materials provided by the RFEF for any other use that exceeds the scope of this Agreement, including the marketing of the LICENSEE's own products and services, even in those cases in which the LICENSEE considers that it may offer substantial benefits to the RFEF;
- During the term of the contract, the RFEF and the participating clubs may make use of any digital asset, including tokens or NFTs or similar in relation to with the Competition, not assigning any rights or interest therein to the LICENSEES.

#### 4. 4 Production, Signaling and Presentation of the Matches

In order to facilitate the integrity and uniformity in the criteria that will govern the technical production of the matches belonging to the Competition, as well as to preserve and promote the international image of both the competition and the RFEF, the production of the matches will be carried out by the RFEF. To this end, the RFEF will produce the matches in HD 1080p50 following international quality standards. However, in order to guarantee at all times an adequate level of production and presentation of the Matches, the RFEF may receive technical assistance from a technical supplier of recognised prestige. The RFEF will be responsible at all times for the production of the Matches.

The LICENSEE shall pay the technical costs related to the supply of the Signal incurred by the RFEF. These costs may not be compensated, in any case, against the final price paid for the award of the specific Authorised Territory.

The amount to be paid corresponds to the cost of providing access to the signal.

The service will be provided by the company designated by the RFEF for this purpose and paid directly to it. This cost amounts to one thousand five hundred (€1,500) EUROS per match.

#### 4.5 Intellectual Property

The RFEF will maintain ownership of all the Intellectual Property Rights of the Competition, its Trademarks and distinctive signs, as well as the rest of the



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trademarks of the RFEF and/or the Competition, without prejudice to the non-exclusive use that the Clubs may make of the content generated by the Matches. Nothing contained in this Agreement is interpreted as expressly or implicitly granting intellectual property rights to the LICENSEE over the intellectual property owned by the Clubs and/or the RFEF. Any license and/or transfer of any intellectual property rights required by LICENSEE shall be expressly agreed to and formalized in a separate written document.

In this regard, the LICENSEE shall not have any rights to the images of the Matches, except for the Media Rights described herein and in Article 2.1 of this Agreement and any other provisions applicable to this Agreement. However, any Intellectual Property Rights derived from the comments that will be narrated by the Parties will correspond to the LICENSEE.

In addition, the RFEF may make use of the right to the "archives" of the matches belonging to the Competition. The participating Clubs will also have the right to the archive of the Matches in which they participate, being able to make use of it. To this end, once the validity of the corresponding marketing contract has ended, i.e. from 30 June XXXXXXXXXXXXX, the Licensee must return or destroy any material generated as a result of the exploitation of the lot awarded to the RFEF, as well as any information in its possession that may lead to an improper use of audiovisual rights beyond the duration of the corresponding Licence Agreement.

Any future use by the LICENSEE of the material provided by the RFEF is not permitted, so the LICENSEE will be liable, without limitation, for damages caused to the RFEF.

**ARTICLE 5 - RIGHTS OF OTHER THIRD PARTIES INVOLVED IN THIS AGREEMENT**

The media rights granted to LICENSEE under this agreement represent the entirety of the audiovisual rights granted to it. All rights not expressly included in this Agreement shall be reserved by the RFEF and may be exploited without restriction by the RFEF or by a third party designated by the RFEF. In addition, some of the Rights offered are non-exclusive. The LICENSEE is informed of the following reservations that may make its Rights non-exclusive:

5.1 Rights in favour of the Clubs and the RFEF

The RFEF informs the LICENSEE of the existence of limitations or reserved/non-transferable rights that the Clubs have over the Rights.

Therefore, the LICENSEE must take into account the following reservations:

- a) The Clubs or entities of the S.A.D. participating in the match may broadcast the match on a deferred basis from 24 hours after the end of the match, provided that they do so directly and through their own thematic distribution channel dedicated to the sporting activity of said Club or entity that has a DTT television licence to broadcast solely and exclusively on said television channel.



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b) The RFEF and the Clubs that play the matches may publish clips or highlights of images on their official websites and social networks. Such use will be limited to four (4) minutes in total and immediately after the end of the match.

## 5.2 Other rights reserved

The RFEF and/or the participating Clubs may exhibit the highlights of the Match through their Official Platforms understood as any digital distribution channel operated by the RFEF and the clubs, including youtube, Instagram, twitter, and similar from the end of the match.

The RFEF will be able to exploit virtual advertising in the Stadium and overlays.

The RFEF may authorise its sponsors to use images of the match for promotions on its platforms, linking them to the competition.

## 5.3 Rights excluded from the scope of this Agreement

The Audiovisual Rights granted under this Agreement do not include:

Rights that have not been expressly included, 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 broadcasting practices in "streaming" for purposes related to betting and the gambling sector and the possibility of broadcasting the Matches on trains, flights and navigations of any kind.

## **ARTICLE 6 - OBLIGATIONS OF THE LICENSEE AND THE RFEF**

### 6.1 Obligation to exploit rights

In application of Royal Decree-Law 5/2015, if the LICENSEE does not exploit the Audiovisual Rights of the Media within a reasonable period of time and in order to ensure the dissemination of the Competition in the Authorised Territory, the RFEF will have the right to terminate the contract and grant them to another company. This clause shall be without prejudice to the Licensee's right to sublicense with third parties, so that it is not considered a lack of exploitation if a sublicense of the rights has been made

### 6.2 Freedom in the media selection

The LICENSEE is entitled to exploit its Rights using any means of communication (including, but not limited to, Satellite and/or DTT) and/or channels (including, but not limited to, free-to-air broadcasting and/or PPV).

The RFEF shall not be liable, in any case, for loss of opportunity and/or business, as well as for the consequential and indirect losses that the LICENSEE may suffer due to fraudulent practices or improper conduct of third parties.

### 6.3 Obligations of the RFEF

Subject to the terms and conditions of this Agreement, the RFEF shall comply with the following:



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a) To make and guarantee the availability to the LICENSEE of all the Audiovisual Rights included in this Agreement, except in cases where the exceptions provided for in this Agreement are applicable.

b) To cooperate reasonably, as far as possible, with the LICENSEE against any action by third parties that may prevent the LICENSEE from exercising the Audiovisual Rights in the Authorized Territory. However, the RFEF will not be obliged to initiate its own legal proceedings to enforce the rights of the LICENSEE, but to cooperate as far as possible in any legal action that the LICENSEE may bring against said third parties, with the LICENSEE always being responsible for the payment of any costs derived from the claims or legal actions.

#### 6.4 Obligations of the LICENSEE

a) Exploit the Audiovisual Rights with respect to the terms of this Agreement, the RFEF regulations and instructions, the UEFA and FIFA regulations, and the applicable international and legislative framework, including, but not limited to, laws, case law, decisions of the applicable bodies, and any other regulations that may be applicable.

b) Broadcast and/or guarantee that he/she or the sublicensee (if applicable) will broadcast all matches of the Competition.

c) To exploit the Audiovisual Rights under the terms and conditions set forth herein, and therefore to refrain from exploiting the Audiovisual Rights in any way that is contrary to or exceeds the rights granted herein.

d) To be issued only in the jurisdictions or territorial limits that make up the Authorized Territory. To this end, the LICENSEE undertakes to implement any security measures, such as signal encryption, geo-blocking or DRM systems, to prevent access to the Rights from outside the Territory and/or illegally. For the proper implementation of these security measures, the LICENSEE must take into account the current state of the art and carry out a risk analysis to identify weak points and implement mitigation actions.

In relation to the content accessible through the Internet or any other equivalent means of transmission, the LICENSEE who exploits the audiovisual content must undertake to implement the necessary measures to prevent the copying, storage, conservation or transmission of any of the audiovisual content acquired, and to use a system that prohibits access or viewing from outside the Authorized Territory, as well as to immediately inform the RFEF of the incident. e) Refrain from initiating any legal proceedings or actions that may prejudice the exercise of the Media Rights of other parties in (a) other authorized territories; (b) or in the same authorized territory, but in which exclusivity has not been granted.

f) Refrain from altering the Match Signal and/or the Audiovisual Rights and/or Audiovisual Products or that have been awarded to the LICENSEE by the RFEF, including the commission of any action that may pose a threat, real or potential, to the proper exploitation of the Media Rights and/or the reputation of the RFEF.



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- g) To protect the RFEF's Audiovisual Rights and/or the Audiovisual Products in any way possible, including the initiation of legal proceedings against any third party that may damage or hinder said Audiovisual Rights.
- h) To inform the RFEF in a timely manner of any litigation in relation to the exploitation of the Audiovisual Rights so that the RFEF can exercise its functions of cooperation, with the LICENSEE covering any expenses arising from the litigation.
- i) The LICENSEE shall be obliged to broadcast the Match in accordance with the most modern reproduction equipment to ensure a reproduction of the Match in accordance with worldwide broadcast standards.
- j) To make its best efforts to promote the values of Spanish football in the Authorized Territory, which for the purposes of this Contract are the care of the quality and long-lasting product, treating it as a Premium product.
- k) The LICENSEE guarantees that, at the request of the RFEF, it will make available to news channels and/or news broadcasting organizations, in a fair, reasonable and non-discriminatory manner, the images and sequences of the Matches.
- l) The LICENSEE will collaborate with the RFEF as necessary in the event that practices are detected that may have the potential to produce football fraud or acts of piracy.

## **ARTICLE 7 - REPRESENTATIONS AND WARRANTIES AND RESPONSIBILITIES**

7.1 Each party represents and warrants that:

- a) the execution and execution of this Agreement, as well as the performance of the operations contemplated by this Agreement, are within its powers, have been duly authorized, do not require any consent or any other action by or in respect of, or the presentation of any third party or governmental body or agency.
- b) the execution of this Agreement does not contravene, violate or conflict with, or constitute a breach of, any applicable provision or law or regulation or its statutes or regulations or any agreement, judgment, requirement, order, decree or other instrument binding thereon.
- c) it has, and shall continue to have throughout the duration of this Agreement, the full right, title and authority to enter into, observe and perform all obligations, undertakings, covenants, warranties, representations and agreements stipulated to be performed by it under this Agreement;
- d) the persons entering into this Agreement in its name and on its behalf have been duly authorised by it and no other action is, or will be at any time, necessary to authorise the execution and entry into of this Agreement or the performance of any action contemplated by this Agreement;
- (e) has not entered into and will not enter into any agreement with any third party that is inconsistent with the provisions of this Agreement;



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f) undertakes to act in a professional manner within the framework of this Agreement, complying in the performance of its activity with all applicable laws and regulations in force.

7.3. The parties shall be liable for their breach of contract as established in this contract. Considering the RFEF's status as the grantor, the RFEF shall be liable for the consequences arising from its conduct due to wilful misconduct or gross negligence, with the scope of compensation being limited, within the limits established by law, to the amount of contractual consideration established for each season.

## **ARTICLE 8 - FORCE MAJEURE**

8.1 For the purposes of this Agreement, Force Majeure is understood to be an event beyond the control of the RFEF and/or the LICENSEE, including, but not limited to:

- (a) fires, explosions, earthquakes, droughts, tidal waves and floods.
- (b) war, hostilities (whether or not war is declared), invasion, act of foreign enemies, mobilization, requisition or seizure;
- (c) rebellion, revolution, insurrection, or military or usurped power, or civil war;
- (e) riots, disturbances, strikes, work stoppages, lockouts or disorder; and/or
- (f) acts or threats of terrorism, or, in any case, an event or circumstance which is beyond the control and through no fault or negligence of the Party/Parties concerned and which the Party(s) concerned could not have avoided through the exercise of reasonable diligence;
- (g) Paralysis of activity as a result of pandemics or epidemics.

8.2 In the event that an event which is recognised as Force Majeure prevents or reduces the ability of the RFEF and/or the LICENSEE to perform its obligations under this Agreement (hereinafter referred to as the "Affected Party"), it is agreed that the Affected Party shall not be considered in breach in this case, but the provisions established in the following article 8.3. The Affected Party shall, as soon as practicable when it becomes aware of the Force Majeure event, notify the other Party in sufficient detail of the matters constituting the Force Majeure event and provide such Party with its best estimate of the likely scope, consequences and duration of the Force Majeure event.

8.3 In the event of the occurrence of the event provided for in Article 8.1, the RFEF and the LICENSEE shall make every effort to agree in good faith on a solution to remedy the situation to the satisfaction of each Party, with the interest in maintaining the validity of the contract prevailing, so that both parties may negotiate in good faith the adjustment of the conditions, only for the duration of the force majeure event.

8.4 The parties may suspend the performance of their services for the duration of the force majeure event, only in the part that they are affected, continuing the contract in the rest of the services.



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8.5 The contract will only be terminated at the request of either party, when it is in any way unfeasible to fully perform it due to the event of force majeure.

## **ARTICLE 9 - TERM OF THIS AGREEMENT AND TERMINATION**

9.1 This Agreement regulates the exploitation of the Audiovisual Rights by the LICENSEE and as such, it will last until the end of the Competition of the XXXXXXXXXX season. As such, the License Agreement between the RFEF and the LICENSEE will expire on XXXXXXXXXXXXXXXXXXXXXXXX

9.2 The RFEF shall have the right to unilaterally terminate this Agreement by written notice sent to the LICENSEE for breach of this Agreement. In addition, and in strict application of Royal Decree-Law 5/2015, the RFEF also has the right to terminate this Agreement and/or any sub-licence agreement signed by the LICENSEE due to inactive behaviour by the LICENSEE and/or any of its sublicensees for a reasonable period of time. Passive behaviour must be interpreted as the omission of the exercise of the Audiovisual Rights, the lack of intention to use the Audiovisual Rights granted and/or sublicensed.

9.3 The RFEF may also terminate this Agreement in the event that the LICENSEE enters into insolvency proceedings or if the LICENSEE has breached any of the representations and warranties expressed herein. This provision shall also apply in the event that the LICENSEE fails to protect its systems from unauthorized intrusions and/or fails to comply with its commitment to tackle and prevent football fraud.

9.4 The RFEF may terminate this Agreement in the event of non-payment of the consideration to which the LICENSEE is obliged, in which case, and once the contract has been terminated due to such non-payment, the LICENSEE must (i) pay the entire Global Amount; and (ii) compensate the RFEF for the damages claimed by it. In addition, the LICENSEE undertakes not to challenge any request for precautionary measures that the RFEF may request to protect its audiovisual content.

## **ARTICLE 10 - CONFIDENTIALITY**

10.1 The Parties agree that the terms and conditions of this Agreement are strictly confidential and shall not be disclosed to any third party without the written consent of both Parties. Notwithstanding anything to the contrary herein, either party may disclose any information relating to this Agreement to its shareholders, employees, accountants, auditors, agents, legal advisors, and other advisors; provided that such employees or advisors agree to be bound by the confidentiality obligations in this section.

10.2 Any communication made under applicable laws and regulations shall not be considered a breach of this obligation of confidentiality.

## **ARTICLE 11 – DATA PROTECTION**

In compliance with the provisions of the General Data Protection Regulation, the personal data included in this contract, as well as in any document annexed to it,



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or that may be provided in the future for the execution of the same, may be processed by each of the parties, in order to manage the contractual relationship. They may not be processed for purposes other than those indicated in this contract.

The parties shall adopt the necessary technical and organisational measures to guarantee the security of personal data and prevent their alteration, loss and unauthorised processing or access, taking into account current technology, the nature of the data provided and the risks to which they are exposed, whether they come from human action or from the physical or natural environment.

The personal data will be processed by the parties for the time necessary for the management of the contract which, once terminated, will be kept until the end of the limitation period of the legal obligations and/or the prescription of the actions related to it.

The parties will not communicate to third parties any of the aforementioned personal data that may be obtained, unless such communication is necessary for the execution or management of the object of the contract, thus guaranteeing compliance with current regulations. The parties will not transfer personal data to third parties, unless they are required to do so by law.

The owners of the personal data may exercise the rights of access, rectification, deletion, limitation of processing, opposition and portability under the terms and conditions established in the applicable personal data protection regulations. These rights may be exercised by sending a letter to the addresses of the parties indicated at the top of this document with the mention "EXERCISE OF RIGHTS".

## **ARTICLE 12 - MISCELLANEOUS**

12.1 The Parties mutually agree that this Agreement constitutes the sole agreement between the Parties in relation to the provisions hereof and supersedes any prior oral or written agreements thereon.

12.2 The Parties acknowledge that this Agreement has been specifically negotiated and mutually agreed upon in all its parts and each of its clauses is fully understood by the Parties.

12.3 Any modification, amendment or integration of this Agreement must be in writing and signed by both Parties, otherwise it will be null and void.

## **ARTICLE 13 - APPLICABLE LAW AND JURISDICTION**

13.1 This Agreement shall be governed exclusively by the laws of Spain.

13.2 The Parties undertake to try to find an amicable solution to all disputes arising in relation to the validity, effectiveness, interpretation and/or execution of this Agreement within 20 days from the date on which such dispute arose. For the purposes of this Article 13.2, a dispute shall be deemed to have arisen on the date on which a Party has sent the relevant written notice to the other Party.



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13.3 All disputes arising between the Parties in relation to the validity, effectiveness, interpretation and/or execution of this Agreement and on which the Parties do not reach an agreement in accordance with Article 13.2 shall be subject to the exclusive jurisdiction of the Courts and Tribunals of the city of Madrid.

13.4 In any event, nothing in this Article 13 shall prevent a Party from applying for an urgent or similar interim measure from a competent court.

Signed by: