



Clarifications regarding the Conditions regarding the Marketing of Audiovisual Broadcasting Rights in the European Markets of the Copa de S.M. el Rey for the seasons 2019/20; 2020/21 and 2021/22.

Bases published by the RFEF on October 16, 2019.

The RFEF response is indicated in blue.

Q: The RFEF is requested to clarify whether the bidding rules for the audiovisual rights of the Copa de SM El Rey 2019-2022 for Europe, excluding Spain, published on its website on October 17, 2019, and dated on 16 October of that same year, have been sent to the CNMC for the issuance of their opinion, as it is mandatory to do ex lege and, in addition, as required by the third paragraph of clause 5.6.2 of the IRO 2019-2022 for Europe (first time they were tendered).

A: [The RFEF has fulfilled the required legal obligations.](#)

Q: The RFEF is requested to clarify why the tender of the audiovisual rights of the Copa de SM El Rey 2019-2022 for Europe has been canceled, if in the said procedure the necessary requirements and causes have not been met so that the RFEF has cancelled the tender and proceeded to launch a new one.

Specifically, according to the provisions in clause 5.6.2 of the bases, it was established that the RFEF could proceed to the cancellation of the contest only in the event that a second round of offers had been made before, in which Bidders could improve their offers, with the possibility of having reached the reserve price; no such thing has happened, since bidders have not been given the opportunity to submit a second round of bids.

A: [The clarifications are designed to answer questions about the tender that has been published.](#)

Q: What is the difference between Signal, Audiovisual Products and Audiovisual Material?

A: [We refer to the definitions indicated in the Tender](#)

Q: European Territories: Please clarify if the Iberian Peninsula includes Andorra, Gibraltar and Portugal

A: [It refers to the Spanish territories which are part of the Iberian Peninsula.](#)

Q: Exploitation Media Channels: Clarify if they refer to Media or Channels

A: [It refers to broadcasting media.](#)

Q: Regarding point 2 of the ITT, related to "Exploitation Rights": Specify whether the 14 matches per season should be broadcast live or delayed.

A: The matches shall be broadcasted live (clause 2.a)

Q: Regarding point 4.1 of the ITT, please clarify the scope of club rights.

A: The scope is clearly defined in the tender.

Q: In point 4.2 (ii) it is mentioned that the Federation may grant third parties the right to communicate the content of the matches in writing, among others, clarify if in any case images of the matches can be offered.

A: No live images will be offered.

Q: Please clarify if Betting Rights excluded from the tender in point 4.3 (i) refer to the Betting Rights for their paid exploitation.

A: Betting Rights are not included in this tender.

Q: In accordance with the provisions of section 5.1.1 of the ITT for the contracting of certain audiovisual broadcasting rights of the Campeonato de España Copa de S.M. el Rey in the period 2019-2022 (ITT Copa 2019-2022 for Europe), and according of what was declared preventively in the Court Orders of the Mercantile Court no. 12 of Madrid dated May 20 and 24, 2019 in the Prior Precautionary Measures Procedure 972/2019, the RFEF is requested to clarify whether, as it happened in the tender to award the provision 2 of the Video Assistance Referee (VAR)–resolution of May 29, 2019–, and in the tender to award the rights of the ITT Copa 2019-2022 (the first time they were tendered), the RFEF is going to cancel in this tender the application of the criteria provided in point (i) of clause 5.1.3 of the ITT Copa 2019-2022 for Europe.

A: We refer to the letter we sent you on this matter. The RFEF has not changed its criteria.

Q: Regarding the evaluation criteria of the offers contained in section 5.5. of the ITT, please clarify what should be understood as “Territorial Level of Coverage”. Likewise, as regards the “Bidder Experience”, it is requested to clarify in more detail what criteria will be applied to evaluate the candidate experience.

A: Coverage refers to the possibility of reaching the máximo possible population. The “Bidder Experience” criteria is detailed in point 5.1.3. (ii).

Q: The clause on Reserve Price of the package (5.6.2), indicates that it will be calculated according to market criteria. The RFEF is requested to clarify whether, in the calculation of said Reserve Price, the offers made in the bidding procedure of these same rights have been taken into account, which was canceled by means of a communication on the RFEF’s website on October 17, 2019.

A: The offers made in the bidding procedure of these same rights, which were, at the time, canceled by means of a communication on the RFEF’s website on October 16, 2019, have not been taken into account.

Q: The RFEF is also requested to clarify when the Reserve Price will be made public.

A: The Reserve Price will not be public.

Q: Regarding the costs of access to the signal to be paid by the operator in the event that the RFEF produces more matches, as it is indicated in point (iv) of Annex 1, please clarify if said costs shall be paid only in case the final operator wishes to receive and broadcast these matches.

A: Costs of access to the signal will be paid for each match that the operator wishes to receive and broadcast.

Q: Regarding the section on the "Assignment of Rights Granted" contained in Annex 3 of the ITT, clarification is requested regarding the contradiction of this phrase "the Awardee may not assign the Rights Granted under any circumstances", and the possibility contemplated in the ITT to be able to make sub-licenses and subcontractions

A: There is no such contradiction.

Q: In relation to the "Sub contracting" section contained in Annex 3 of the ITT 2019-2022 for Europe, the RFEF is requested to clarify whether, for cases in which the sub-licensee meets all the requirements of the licensee, the RFEF will proceed objectively to grant the requested sub-license. And this to the extent that its current wording, the aforementioned clause seems to grant a discretionary and arbitrary power to the RFEF.

A: If the sub-licensee meets all the requirements it could be authorized.

Obligations of the successful tenderer.

Q: The broadcasting of the matches could be live or delayed?

A: The Final Operator or sublicensee shall broadcast at least 14 matches live (section 2 (a)).

Q: What does it mean: "To use Rights granted"

A: It refers to the obligation to broadcast the acquired matches.

Q: To make available to RFEF immediately the list of sub-contractors. What does "immediately" mean?

A: Refers to section (viii), means immediately after said subcontracting is agreed.

Q: What is meant by "Protect the RFEF Audiovisual Product in any possible way, including the initiation of legal actions against any third party"? How will the RFEF collaborate on this to guarantee the exploitation of acquired rights?

A: It is a generic obligation referred to the fulfillment of the obligations of the contract, the legal provisions that apply and the conditions of the tender.

Q: What are the values of Spanish Football?

A: For the purposes of this contract they would be the care for the quality of the product and its great tradition, treating it as a Premium product

Q What is understood by advertising agreement?

A: It refers to agreements whereby one company facilitates the promotion of the other.

Q: What do yo mean by European Media Channels?

A: Refers to the channels of the successful bidder