

Clarifications regarding the Proposal for the Marketing of Audiovisual Broadcasting Rights in Europe (excluding Spain) of the Copa de S.M. el Rey for the seasons 2019/20; 2020/21 and 2021/22.

Bases published by the RFEF on September 10, 2019.

The requested clarifications are literally transcribed and the RFEF response is indicated in blue.

P: What are the authorized languages permitted for each package? For example: *Package 16. Italy, Authorized territories: Italy, San Marino and Vatican City* – what is/are the authorized language(s)?

R: Each package is authorized in the official languages of the said territory, with the exceptions of 1,3,11 and 33 in which the specificities indicated in each package operate.

P: We note that there are a number of Preliminary Stage, First Round and Second Round matches included in the “Number of matches to be broadcast” column of the table in section 1.3. Please clarify how these details relate to the rights being tendered.

R: The RFEF will produce 65 matches as indicated in 1.3 The minimum number of matches to be broadcasted in each territory is 14 matches. 65 matches will be available in the first and rest of the rounds. The detail is as follows:

First round: 16 productions

Second: 16 productions

1/16: 16 productions

1/8: 8 productions

1/4: 4 productions

1/2: 4 productions

Final: 1 production

P: If a Bidder successfully acquires rights for multiple Packages, please clarify whether it will be possible to ingest a single feed for use across all relevant territories and, as such, only incur a single satellite tech fee

R: It will be possible to ingest a single feed to be used in all the territories acquired in the European Tender.

P: On a related note, please clarify whether the use of virtual advertising will prohibit a Bidder from ingesting a single feed for use across multiple territories.

R: There will be only one feed for Europe and rest of international territories.

P: With regard to Article 4(g) of the Royal Decree-Law 5/2015 (as set out on page 12 of the Proposal), please clarify that this regulation shall not prevent a Bidder from acquiring exclusive rights to more than two Packages.

R: The limitation on clause 4 (g) refers to the sale of rights in the Spanish territory (domestic), not the sale in Europe.

P: If a Bidder is bidding for a regional Package, is that Bidder also required to submit separate bids for the individual Packages of the same territories in the event that the regional Package bid is unsuccessful? By way of example, if a Bidder bids for regional Package of Germany, Austria, Switzerland and Luxembourg, does the Bidder also need to submit a bid for the individual Package of Germany?

R: It is not necessary to submit a bid for the individual packages, but the rights will be assigned to the best economic offer.

P: Is a Bidder permitted to combine bids for the rights in European territories with non-European territories? By way of example, could a Bidder submit a single bid for the rights in France and Australia?

R: It is not possible.

P: Please confirm that the Copa del Rey final will be held in Spain for each year of the term.

R: So far it has been played in Spain and we have no different information.

P: In the event of termination resulting from an event of force majeure, please clarify that the Final Operator will not be required to pay the full amount of the Bid in its entirety.

R: It will depend on the circumstances that motivate the application of force majeure, case by case. In any case, at least the broadcasted matches should be paid.

P: Please can the RFEF clarify at what point prior to the commencement of the term the list of official RFEF sponsors will be released. In the event the list is updated during the term and any new official sponsor conflicts with existing broadcast advertising already sold by a Bidder, please clarify the procedure that will apply.

R: The Final Operator will not be able to make any association between any third party with the Competition Sponsorship.

P: For the Germany Package, please specify why German language rights in Luxembourg would not be granted on an exclusive basis. We note that French language rights in Luxembourg are included in the Belgium and France Packages, but none of the other Packages include German language rights in Luxembourg (save for the regional Package for Germany, Austria, Switzerland).

R: The operator to whom the Germany package is awarded has the total exclusivity of the rights in that territory. In Luxembourg there is no exclusivity in the broadcasting but exclusivity in German language.

P: Please clarify what language commentary will be provided on the international signal to be received by Final Operators.

R: English commentary.

P: Please clarify the restrictions around clip length and holdback periods that will apply to any news channels and/or news broadcasting organisations exploiting news-access rights.

R: It is a right of the winner of the bid.

P: Please clarify that the rights set out in paragraphs 1(iii), (iv) and (v) of Annex 1 will be granted on an exclusive basis.

R: Regarding paragraph (iii) the delayed right is exclusive with the exceptions in clause 4.1 and 4.2. With respect to paragraph (v) it is an exclusive right with the limitations in clause 4.1 and 4.2.

P: What is the difference between “Competition (means the Copa de S.M. el Rey) and the Copa de S.M. el Rey?

R: There is no difference.

P: The Signal. What is the difference between Signal and Audiovisual Products? And Audiovisual Material?

R: We refer to the definitions indicated in the Tender.

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

R: It refers to the Spanish territories which are part of the Iberian Peninsula.

P: Exploitation Media Channels: Clarify if they refer to Media or Channels.

R: It refers to broadcasting media.

P: Reserve Price: Please clarify the market price for each package in relation to the mentioned countries.

R: The definition is clearly stated in the tender.

P: SECTION 4.1 : Please clarify the scope of club rights.

R: The scope is clearly defined in the tender.

P: Bidders: it is understood that the Agencies can participate, but then the decision of the approval of any sub-license is discretionary for the Federation. Please clarify the conditions for approval of a sub-license.

R: The RFEF will evaluate whether the conditions for the sub-license in the subcontracting section of Annex 3 are met.

P: Assignment of the Rights: Please clarify this sentence that contradicts that sub-licenses and subcontractions can be made: The Final Operator cannot assign, in any way, the Rights awarded.

R: There is no such contradiction.

P: Exploitation Rights: Specify whether the 14 matches per season should be broadcast live or delayed.

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

P: 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.

R: No live images will be offered.

P: Are Betting rights paid rights?

R: Betting rights are not included in this tender.

P: Valuation criteria. Coverage. Clarify what is meant by Coverage.

R: It refers to the possibility of reaching the maximum possible population.

P: Bidder experience: Clarify in more detail what criteria will be applied to evaluate the candidate's experience.

R: The candidate's experience is detailed in section 5.1.3.(ii)

P: Doesn't score the fact of broadcasting 33 matches instead of the 14 as a minimum broadcast?

R: No, it doesn't.

P: Award of rights: Could you send a copy of the License agreement before the award of rights? (page 22)

R: The general terms are the base of the license agreement.

P: Is the Reserve Price public once the rights have been awarded?

R: The Reserve Price is not public.

P: Conditional offers cannot be submitted, but can offers be submitted depending on the award?

R: The question about conditional offers is not understood.

P: Page 28, section iv): The costs of access to the signal to be paid in the event that the RFRF produces more matches, will be in case the operator wishes to receive and broadcast them?

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

P: Can the successful tenderer produce summaries of more than 4 minutes? Who can sublicense them?

R: The summaries will be of 4 minutes maximum. The sublicense corresponds to the awarded tenderer.

P: Final Operator obligations ii) Is it not mandatory to broadcast live?

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

P: Final Operator obligations iii) What does it mean: "To use Rights granted"

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

P: vii) To make available to RFEF immediately the list of sub-contractors. What does “immediately” mean?

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

P: 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?

R: 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.

P: Reproduce or disseminate the rights with the current state of the art. The obligation to broadcast in HD cannot be explained worse. The obligation of the transmitter will be to offer the signal in HD but the reproduction I understand depends on the receiver.

R: It is understood that it is a comment from the interested party, not a question.

P: What are the values of the Spanish Football?

R: 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.

P: What is understood by advertising agreement?

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

P: What is European Media Channels?

R: Refers to the channels of the successful bidder.

P: Is it possible to make an offer which includes license fee and all the technical costs for all matches?

R: The amount offered is for audiovisual exploitation rights. Technical costs are not part of the offer.

Las Rozas, 18th September 2019