

CONDITIONS REGARDING THE COMMERCIALISATION OF THE 2019 FINAL COPA DE S.M. EL REY AUDIOVISUAL RIGHTS IN THE INTERNATIONAL MARKETS

1.- Description of the RFEF and its Advisors

RFEF is the entity commercialising the audio-visual rights of the 2019 Copa de S.M. El Rey Final. In the commercialisation of said rights, RFEF will be advised by entities FOR MEDIA SPORTS MANAGEMENT FZ LLC and SPORTRADAR AG.

Interested parties in submitting a bid for the acquisition of the audio-visual rights must contact RFEF and its Advisors through the following addresses. We hereby inform you that the email addresses to submit offers in Phase 1 shall exclusively be the address that is indicated in Clause 8, Phase 1.

Real Federación Española de Fútbol

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For Media Sports Management FZ LLC

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2.- Match and Audio-visual rights awarded

The Final of the Copa de S.M. El Rey will take place at 21:00h on Saturday, 25th May 2019 (at the Benito Villamarín, Real Betis Balompié, S.A.D. stadium, in Seville). The Final involves Fútbol Club Barcelona (“F.C. Barcelona”), and Valencia Club de Fútbol, S.A.D. (“Valencia, C.F.”).

The Rights that RFEF grants, at an international level, of the 2019 Copa de S.M. El Rey Final are:

- a) To broadcast the Match live, through the Audio-visual Exploitation Channels available in each of the selected countries indicated under Annex 1, at an international level.
- b) To the deferred broadcasting of the Match until the 30th June 2019.

The Rights referred to in the preceding paragraphs shall be understood as granted, on an exclusive basis, and for the territories awarded to each final operator.

3.- Production

RFEF or a third party designated by RFEF shall be responsible for the production of the Match. As such, they shall make available to the Final Operator the international signal. The Final Operator will bear the costs arising from the delivery of said signal. In the event that the Final Operator needs of any on-site service, this will be provided by the host broadcaster of the Match according to a tariff form made available to the Final Operator.

4.- Technical and Organisational Requirements

Interested Parties in submitting a bid for the marketed audio-visual rights must meet the following technical and organisational requirements:

- (i) To have sufficient experience and evidence to demonstrate said experience, in the exploitation of audio-visual rights within the football industry. The above shall include, but shall not be limited to, the exploitation of audio-visual rights in major leagues and/or European football cups, the exploitation of the audio-visual rights of the UEFA Champions League, the UEFA Europa League, and/or other comparable competitions, and/or the exploitation of International competitions, such as, inter alia, the World Cup and/or the European Cup, as well as their respective Qualifiers.
- (ii) To have sufficient experience and evidence to demonstrate said experience in the exploitation of audio-visual rights in top-level football competitions or other sporting events.
- (iii) To have an adequate corporate structure and sufficient organization to effectively manage the responsibilities arising from the award of the audio-visual rights. In this respect, interested parties must demonstrate that they dispose of sufficient technical means to exploit the offered rights.
- (iv) To have, at the time the Offer is submitted, a minimum of twenty (20) employees that will ensure the adequate exploitation of the audio-visual rights.

- (v) To be capable of demonstrating that they hold, or will be granted, all necessary licenses, authorisations or permits from the competent governmental authorities to operate in the selected Territories.
- (vi) To be able to provide a draft of the programming plan for the 2019 Copa de S.M. El Rey Final. This plan shall include the level of coverage and exposure of the Match, as well as audience level forecasts and expected market share the interested party foresees.

5.- Economic and Solvency Requirements

An Interested Party will effectively meet the economic and solvency requirements if:

- (i) It accredits an annual turnover of more than one and a half million Euros (1,500,000.00€). If an Interested Party, independently of the justification, is unable to prove such amount, it may still be considered eligible if it undertakes to pay the full (100%) amount of its offer on the date of signature of the Licensing Agreement.
- (ii) It is able to guarantee full payment of all financial obligations that may arise from the awarding of the audio-visual rights.
- (iii) The Interested Party has a guarantee payable on first-demand equivalent to the amount of (a) the pending amounts; and (b) the offer made. This obligation will only arise in case there are pending litigation procedures between the RFEF and the Interested Party, or a company belonging to the same Corporate Group of the Interested Party in connection with any agreement that relates to the non-payment of audio-visual rights

6.- Exclusionary Criteria

Interested Parties who meet any of the following conditions will be automatically excluded from this process:

- (i) Entities or group of undertakings that have been firmly convicted or have recognised their criminal liability, or that of their Directors, for any of the following crimes or offences: (a) Fraudulent Representation or Misrepresentation; (b) Crimes against property and against the socioeconomic order; (c) Bribery; (d) Embezzlement; (e) Influence peddling; (f) Insider trading; (g) Crimes related to the corruption of Spanish or foreign authorities or officials, or corruption between private individuals, in any national or international environment; (h) Crimes against social security; and (i) crimes against employees.

This prohibition shall be extended to directors or administrators that have been convicted of any of the aforementioned crimes and/or other offences that RFEF understands may damage the reputation of the Competition and/or jeopardise the audio-visual broadcast of the 2019 Copa de S.M. El Rey Final in the selected countries.

- (ii) Being, entering, or having requested the opening of insolvency proceedings. Interested Parties who are subject to liquidation, bankruptcy and/or insolvency proceedings, including being subject to a legal moratorium with creditors will not be admitted to this process.
- (iii) Failure to comply with tax and/or social security obligations

7.- Broadcasting channels

Interested Parties may exploit the Match in the selected countries through any type of channel/platform, including, but not limited to: Internet (including Smart TV Platforms), Digital Terrestrial Television (DTT), Satellite transmissions, etc. Interested Parties are also hereby informed that the exploitation of the Match may be carried out through both payment and/or free platforms/channels

Nevertheless, Interested Parties undertake to cooperate with RFEF with its objectives of preventing football fraud. To this end, Interested Parties shall ensure that sufficient technical and organisational measures are taken to meet RFEF's objectives. These measures should be carried out after conducting a risk analysis in order to identify and implement personalised measures to the type of transmission that is used. Measures may include restrictions to geographical access, protecting any transmission broadcasted over the Internet, protecting direct broadcasting when it involves transmission through a satellite footprint that covers other countries than those granted to the Interested Party, etc.

8.- Procedure, deadlines and awarding of the Rights

Interested parties may solely submit their offers electronically through the email addresses listed below. Please note that the email addresses may differ depending on the specific phase and deadline:

PHASE 1. Bids will be admitted from the publication of these Conditions on RFEF's website and until the 13th May, 2019 at 13:00 pm (Madrid time). All bids in this phase shall be sent to the following address: concursos@concursos.rfef.es

Please note that you from the date of publication and until the 9th May, 2019, at 18:00pm, queries and clarifications may be made to RFEF. All queries and consultations will be sent to the email audiovisuales@rfef.es. RFEF will resolve all queries and clarifications before 18:00 pm of the next day.

Starting at 16:00 pm on the 13th May, 2019 (Madrid time), RFEF will analyse the bids and award the rights. The economic offer will be the main criterion to choose the successful bidder. Nevertheless, all bidders are reminded of the need to comply with all technical and organisational criteria listed in section 4 above.

The contract awarding the rights may be signed until the 16th May, 2019.

PHASE 2. A new phase for the reception of Bids will be opened for all the territories on which the rights have not been awarded in PHASE 1. This Phase will commence on the 14th May, after PHASE 1. In this Phase, all bids shall be sent to the addresses indicated in Clause 1. Please note that Bids will be admitted, successively, and without interruption, from the 14th May to the 25th May. As such, the rights may be awarded as the Bids are submitted.

The list of final operators will be published on the 24th May, 2019.

Las Rozas, 8th May 2019

ANNEX 1

1.- ASIA. All territories

2.- AFRICA. All territories

3.- NORTH AMERICA All territories

4.- CENTRAL AMERICA All territories

5.- SOUTH AMERICA All territories

6.- MENA. All territories

7.- OCEANIA. All territories

8.- EUROPE. Exclusively Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Moldova, Russia, Ukraine.