



**CONDITIONS REGARDING THE MARKETING OF THE  
“COPA DE S.M. EL REY DE FÚTBOL” AUDIOVISUAL  
RIGHTS IN THE INTERNATIONAL MARKETS**

## **1. - Description of the RFEF and its Advisors.**

RFEF is the entity entitled to commercialize the audiovisual rights of “Copa de S.M. el Rey” (the “**Competition**”). For that purpose, RFEF will be advised by experts.

RFEF will be exclusively responsible for decisions on the analysis and evaluation of bids, the awarding of rights, the signature of license contracts, and the direct collection of any and all amounts offered by the successful bidders. RFEF will be assisted by the following Advisor company: SPORTRADAR

**Interested parties in submitting a bid** for the acquisition of audiovisual rights (“**Candidates**”, “**Bidders**” or “**Interested parties**”) must contact RFEF through the following address.

Real Federación Española de Fútbol  
Ms. Isabel Warleta  
Area Audiovisual  
Calle Ramón y Cajal, 28230, Las Rozas, Madrid  
Email: audiovisuales@rfe.es

## **2. - Matches and Audiovisual rights awarded**

### **2.1. - Format of the Copa de S.M. El Rey**

The best teams from the different state competitions will participate in the Copa de S.M. El Rey.

The competitive model of the 2019-2020 is reproduced below. This model will coincide, both in essence and in what regards the competition model, with that developed in the number of seasons that are covered by this tender.

### **A. - PARTICIPATING CLUBS**

116 teams will have the right to participate in the Competition. For the 2019/20 Copa de S.M. El Rey, the specific teams that will participate are:

- 20 teams that were part of the “Primera División” (“First Division”) during the 2018/19 season.
- 22 teams that were part of the “Segunda División” (“Second Division”) during the 2018/19 season.
- 28 teams of the Segunda División “B” (“Second Division B”) that were classified among the first seven of their respective group at the end of the first stage of the 2018/2019 season of the “Campeonato Nacional de Liga” and, in the absence of any of them, for reasons of subsidiarity (youth teams of a classified club), dependence or any other circumstances that prevent their participation, the best classified that follows them in their respective group.
- 32 teams belonging to the “Tercera División” (“Third Division”): 18 teams that were classified as first of their respective groups at the end of the first stage of said

competition during the 2018/19 season and 14 teams with the best point coefficient among those second in each of the eighteen groups and which are neither subsidiaries (youth teams of a classified club) nor dependents.

- 4 Copa RFEF semi-finalist teams of the 2019/20 season.
- 10 winning teams from the previous territorial qualifying round in which the 20 territorial category champions participated and were thus promoted into the 18 third division groups, plus the two champions of the Football Federations of Ceuta and Melilla.

For seasons 2020/2021 and 2021/2022 the teams participating are ranked according to the same criteria established for the participation in the 2019/20 Competition, referring in each case to the corresponding season.

## **B.-DEVELOPMENT OF THE CHAMPIONSHIP**

The Competition format consists of 127 matches. It will start with a Preliminary Territorial Qualifying round played in a single match. Six knock-out rounds will follow, played in a single-match format. The final and the first five of the knock-out rounds will be played in a single match and the semifinals in two matches. For the purposes of the draw the category in which the Clubs are participating in season 2019/2020 will be taken into account, regardless of their right to participate based on the results obtained, if any, in the 2018/2019 season.

### **Preliminary Territorial Qualifying round (13 and 14 November 2019)**

The twenty champions of the territorial category will compete against each other. Said teams will be matched through a draw which will take into account, in so far as possible, the team's geographical proximity. These teams will play a Preliminary Qualifying round, in a single-match format, at the venue of the team whose name was extracted first in the draw and in the date established by RFEF.

The ten clubs that win their respective match will participate in the "Copa de S.M. el Rey".

### **First knock-out round (18 December 2019)**

All participating clubs will participate in this round with the exception of the four clubs participating in the Supercopa de España. As such, there will be a total of 112 clubs and 56 matches. In this stage, the matches will be organized as follows:

The 16 First Division Clubs will make up Group E. The 22 Second Division clubs will make up Group D. The 37 Second Division "B" teams will make up Group C; the 23 Third Division clubs, along with the 4 RFEF Cup semi-finalists will make up group B. Lastly, the 10 territorial category champions will make up Group A.

The draw, in which the geographical proximity criteria system used in the preliminary territorial qualifying round will no longer apply, will begin by pairing the 10 territorial category champions (Group A) with the 16 First Division clubs. The 6 remaining First Division teams will then be included in a pool with the 22 Second Division clubs.

The 27 clubs forming Group B (this is, the 22 Third Division teams, *CF Reus Deportiu* and the 4 Copa RFEF semi-finalists) will then be paired with the 28-team pool formed by First and Second Division clubs.

The remaining Club will be paired with one of the 37 Second Division "B", and finally, the 36 remaining from Second Division "B" with each other.

The matches will be held at the sports facilities of the lower level club, provided that these facilities meet the minimum requirements established by RFEF. In case two teams belonging to the same category are paired together, the match will be placed on the sports facilities of the club whose name was drawn first.

The 56 teams that win their respective matchup will participate in the second round of the Competition.

### **Second knock-out round (12 January 2020)**

The 56 first knock-out round winning clubs will play the second knock-out round, in 28 matches of Competition.

As in previous rounds, the matchups will be decided by draw. The draw will be conditioned and as such will match, when possible, the Second Division "B", Third Division or Territorial champion Clubs that overcame the previous stage, with the First and Second Division clubs.

The matches will be held at the sports facilities of the lower level club, provided that these facilities meet the minimum requirements established by RFEF. In case two teams belonging to the same category are paired together, the match will be placed on the sports facilities of the club whose name was drawn first.

### **Round of thirty-two (22 January 2020)**

The round will be composed of the 28 clubs that won their respective previous round matches, along with the 4 clubs of "Primera División" exempted from previous qualifying round and will be composed of 16 matches.

Firstly, the four First Division clubs that participates in the Supercopa de España will be paired, in so far as possible with any 4 Second Division "B", Third Division or territorial champion clubs that overcame the previous round.

The remaining Second Division "B", Third Division or territorial champions will then be paired, in so far as possible, with the remaining First and Second Division clubs.

### **Round of sixteen (29 January 2020)**

The matchups will be carried out through a draw that will match, in so far as possible the remaining Second Division "B", Third Division or territorial champions that overcame the previous round with the remaining First and Second Division Clubs.

The matches will be held at the sports facilities of the lower level club, provided that these facilities meet the minimum requirements established by RFEF. In case two teams belonging to the same category are paired together, the match will be placed on the sports facilities of the club whose name was drawn first

### **Quarter finals (5 February 2020)**

This round will be composed by the 8 teams that overcame the previous round. Said teams will be paired against each other through a draw.

The matches will be held at the sports facilities of the lower level club, provided that these facilities meet the minimum requirements established by RFEF. In case two teams belonging to the same category are paired together, the match will be placed on the sports facilities of the club whose name was drawn first

### **Semifinals (12 February 2020 and 4 March 2020)**

They will be played, in a double-match format, by the 4 winning clubs of the Quarter finals. Matchups will be decided through a draw, being the order of the venues the same as that of the draw.

### **Final (Saturday 18th of April 2020)**

It will be played, among the two winning clubs of the Semifinals, on Saturday 18 April 2020, in the Stadium selected by RFEF.

### **2.2. - Match calendar and time schedules**

For the 2019/2020 season, the “Copa de S.M. el Rey” presents the following schedule.

<b>Stage</b>	<b>Date</b>	<b>Kick-off Time</b>	<b>Number of matches</b>	<b>Number of matches to broadcast</b>
Preliminary stage	13 <sup>th</sup> and 14 <sup>th</sup> of November 2019	2 slots: 19:00 and 21:00	Ten (10)	At least 5 matches available
First Round	17 <sup>th</sup> , 18 <sup>th</sup> and 19 <sup>th</sup> of December 2019	2 slots: 19:00 and 21:00	Fifty-six (56)	At least 16 matches available
Second Round	11 <sup>th</sup> y 12 <sup>th</sup> of January 2020 (See 1)	4 slots: 12:00; 16:00; 19:00; 21:00	Twenty-eight (28)	At least 16 matches available
Round of 32 (1/16)	21 <sup>st</sup> , 22 <sup>nd</sup> and 23 <sup>rd</sup> of January 2020	2 slots: 19:00 and 21:00	Sixteen (16)	All
Round of 16 (1/8)	28 <sup>th</sup> , 29 <sup>th</sup> y 30 <sup>th</sup> of January 2020	2 slots: 19:00 and 21:00	Eight (8)	All

Quarter finals (1/4)	4 <sup>th</sup> , 5 <sup>th</sup> and 6 <sup>th</sup> of February 2020  See (2)	2 slots: 19:00 and 21:00	Four (4)	All
First match of the Semifinals	11 <sup>th</sup> and 12 <sup>th</sup> of February 2020	2 slots: 19:00 and 21:00	Two (2)	All
Second match of the Semifinals	3 <sup>rd</sup> and 4 <sup>th</sup> of March 2020	2 slots: 19:00 and 21:00	Two (2)	All
Final match of the Competition	18 <sup>th</sup> of April 2020	Between 21:00 and 21:00	One (1)	All

(1) The matches that will be played on Saturday 11th and Sunday 12th of January will extend the kick-off time to slots at 12.00 and 16.00 of the same dates. The slots of 19:00 and 21:00 will be decided once the day and kick.-off time of the final match of the Supercopa will be established. The re-transmission of a Match of the Copa de S.M. El Rey shall not overlap the re-transmission of the Final match of the Supercopa de España . The same criteria to establish the kick-off times of the matches will be applied to the two subsequent seasons.

(2) At 19:00 will be re-transmitted only one of the matches that will be played on 4<sup>th</sup> of February 2019.

The indicated broadcast time refers to Madrid time CET.

For seasons 2020/21 and 2021/22, the Match dates will be the closest in the calendar of each season to those selected during season 2019/2020, following the same schedule. They will be communicated to the Final Operator as soon as they are decided by RFEF and at the beginning of each season. Please note that the calendars may be subject to amendments due to international commitments.

In any case, and during the following seasons, the same criteria will apply. The Matches will be played on Tuesdays, Wednesdays and Thursdays during the week, and Saturdays and Sundays during the weekend.

### 2.3 Seasons to be broadcasted. Guarantee of production and minimum number of matches that must be broadcasted

By means of the present process the RFEF initiates the commercialization the rights for the Copa de S.M. el Rey for the following 3 seasons of the Competition, from the 2019/20 season to the 2021/22 season.

The RFEF guarantees the production of, minimum, thirty-three (33) matches of each season of the Copa de S.M. El Rey for the next seasons (following the “Matches” or the “Match”). These Matches will include: (i) all the matches of the Round of Thirty-two; (ii) all the matches of the Round of Sixteen; (iii) all the matches of the Quarter finals; (iv) the first and the second matches of the Semifinals; and (v) the final match of the Copa de S.M. El Rey. Moreover, Candidates are informed that if they are awarded any of the territories listed in Annex 1, they will have the obligation to guarantee the retransmission of a minimum number of fourteen (14) matches per each season of the Copa de S.M. El Rey. In any case, the re-transmission of the Semifinals and the Final match of the Copa de S.M. El Rey shall be mandatory.

#### 2.4. - Rights assigned regarding the Copa de S.M. El Rey

The Rights owned by the participating Clubs commercialized by RFEF as organizing entity of the Copa de S.M. El Rey at international level are:

- a. The re-transmission of thirty-three (33) Matches mentioned in the previous paragraph 2.3 above, live, through any Audiovisual exploitation means within the territories listed in the packages of Annex 1. The broadcasting of the matches will start two (2) minutes before the kick-off time of each Match and shall end one (1) minute after its conclusion, and it shall include the broadcasting of the venue’s areas that are visible. However, the Final Operator shall have the obligation to broadcast minimum fourteen (14) matches per each season, being the Semifinals and the Final match of Copa de S.M. El Rey of each season mandatory.
- b. The deferred broadcasting of the Matches within each season.
- c. The broadcast of any additional Match (excluding the preliminary stage), shall RFEF produce more than 33 matches, without the need to provide for additional consideration for the exploitation of these rights. However, if more than 33 matches are produced, and the Candidate wishes to broadcast additional games, he/she is informed that it will have to bear the costs of access to the signal that are stipulated in Clause 3.
- d. The rights mentioned in the previous paragraphs will be acquired on an exclusive basis for the territories awarded to each bidder. However, the rights will be awarded on a non-exclusive basis in those territories subject to signal overlapping and/or when it is expressly provided for in Annex 1.

#### 2.5 Non-exclusive rights

The rights awarded to a final operator as part of a package represent the totality of the rights that are granted through this Tender. As such, any right that is not explicitly included as part of a specific Package shall be considered not included and consequently, not granted. Some of the rights commercialized are to be granted on a non-exclusive basis, namely:

##### 2.5.1 Rights reserved to the Clubs and the RFEF

The RFEF informs the Bidders interested in acquiring the Audiovisual Rights that certain limitations to the Rights or reserved/non-transferable rights belonging to the clubs and/or to RFEF exist.

- (i) The participating Clubs or S.A.D. will have the right to broadcast the match on a deferred basis, from 1 hour after the end of a Match provided that they do so directly through their own thematic distribution channel dedicated to the sporting

- activity of said club or the participating entity.
- (ii) The RFEF, the Clubs and/or S.A.D. that play the matches may create image clips in their social network official profiles. Nevertheless, such use will be restricted to a total three (3) minutes.

#### 2.5.2 Rights reserved to the Club in whose venue a match is played, including the Final match of Copa de S.M. El Rey

In accordance with Article 2 of Spanish Royal Decree-Law 5/2015, the Club hosting a Copa de S.M. El Rey Match has the right to broadcast live, within its facilities, said Match, from the audiovisual television signal that corresponds to said Match.

#### 2.5.3 Other rights belonging to the RFEF.

- (i) RFEF will have the right to display match highlights through its official platform after the end of the Match.
- (ii) RFEF may grant entities related with the news sector the non-exclusive right to communicate Match content in their respective sections of relevant information. This includes, but it is not limited to live updates on the evolution of the match, in written form, among other. In this regard, the Bidders acknowledge and accept that RFEF is legally authorized and/or obliged by law to grant to the news broadcasting channels and/or news gathering and dissemination organizations, with the non-exclusive right to transmit the match content as part of sports newsletter that will be included in their particular programs.
- (iii) The RFEF and the Clubs/SAD may exploit virtual advertising in accordance with the agreements it reaches with the clubs. The exploitation of the virtual advertising will correspond to the Club/SAD in whose stadium the match is played, except in the Final which corresponds to the RFEF. However, the Club/SAD may assign the exploitation rights to the RFEF in exchange for a price.
- (iv) The RFEF is co-owner, together with the clubs, of all the Intellectual Property Rights of the Competition.

The RFEF is also the owner of the Trademarks and distinctive signs of the Competition Copa de S.M. el Rey, 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 contents generated by the Matches. Nothing contained in this Tender is interpreted in the express or implied sense of the granting of intellectual property rights to any Bidder on the intellectual property owned by the Clubs and/or the RFEF.

As such, the Successful Bidder shall have the rights to the images of the Matches described in Clause 8.1 of this bid and 8.2 under the terms indicated herein.

The RFEF may make use of the right to file all matches in the competition. Clubs shall also have the right to file the matches they play. In this sense, once the term of the corresponding marketing contract has expired, i.e. as of June 30, 2022, the Successful Bidders shall be obliged to return to RFEF any material generated as a consequence of the exploitation of the Package awarded, as well as any information in their possession by virtue of the



marketing contract, which may give rise to an improper use of audiovisual rights beyond the duration of the corresponding contract.

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

## 2.6 Rights excluded from this Tender

The Rights granted in this Tender shall not include:

- (i) Betting Rights". The rights granted in this Tender shall exclude access by gaming platforms and/or betting platforms and betting premises (betting operators) to the rights for the purposes of performing streaming practices for purposes related to the betting and the gaming industry.
- (ii) In-flight and In-ship rights. The rights granted in this Tender shall exclude the possibility of retransmitting the Matches on flights and/or voyages/vessels of any kind.

## 3. - Match production and access to the signal.

In order to facilitate the integrity and uniformity of the criteria regulating the technical production of the Copa de S.M. El Rey matches, as well as to preserve and promote the international image of both the Competition and of RFEF, the production of the matches will be responsibility of RFEF. However, and to ensure an adequate level of production of the matches, RFEF may receive technical assistance from third parties. Such third parties will in no case be responsible for the production, this being, at all times, responsibility of RFEF.

The final operator who intends to receive the Signal of the Copa de S.M. El Rey Matches shall pay the technical costs related to the provision of the Signal that RFEF has incurred in. These costs are independent from the submitted offer and cannot be compensated, in any way, with the final price paid for the award of the specific Territory. The amount to be paid to RFEF corresponds to the costs of providing access to the Signal. This cost amounts to Euro (1.500,00€) one thousand and five hundred Euros per match and per final operator.

RFEF guarantees compliance with the minimum requirements in what regards camera positioning and sound production standards. In addition, RFEF undertakes to implement all technical measures necessary to ensure the transmission of a signal that meets the highest quality standards of the market.

In any cases, the costs of access to the signal of each match must be paid within fifteen (15) days from the end of said Competition match.

## 4. - Term

The RFEF informs that the Rights to be allocated under this Tender will be for the seasons 2019/20, 2020/21 and 2021/22.

## **5. - Technical and organizational requirements**

Any legal person with capacity to act who fills in the form set out in Annex 2 may participate in this tender process. Candidates must provide the documentation referred to in section 6 and declare that they do not fall within the scope of any of the exclusion criteria in section 7.

## **6. - Documentation to be provided by Candidates**

6.1. - General description of the company, including its experience in the exploitation of audiovisual rights in sport events.

6.2. - In the case of intermediary agencies, proof of experience and capacity in the international distribution of such events.

6.3. - Accredited an annual turnover of more than one and a half million Euros (€ 1,500,000.00). However, if a Candidate, for any reason, cannot prove such turnover, it may be considered eligible if it undertakes to pay the full (100%) of the amount of its offer on the date of Signing of the License Agreement. This requirement will be evidenced with the submission of the audited financial statements of the company for fiscal year 2018.

6.4. - To be in a position to guarantee full payment of all economic obligations that may arise from the awarding of the Rights. To this end, the RFEF may require the successful bidder must provide a bank guarantee for each season awarded in order to provide a bank guarantee or an alternative guarantee for each awarded season in order to guarantee payment obligations of its bid. The decision on this requirement must be made within maximum of 3 days after the bank guarantee or an alternative guarantee and must be provided within 15 days after the request and before or at the time the contract is signed. The bank guarantee may be requested for either individually, for each season or for the totality of seasons envisaged in the contract.

6.5. - If there are pending litigations between the RFEF and the Candidate, or a company belonging to the same Group of Companies of the Candidate, in relation to any agreement related to the non-payment of audiovisual rights the Candidate must provide a guarantee payable on first demand at its own expense, equivalent to the sum of: (a) the amount that is pending payment; and (b) the offer made.

6.6. - Provision of a certificate of compliance with tax obligations with the Spanish tax authorities (AEAT) in the event that the Bidder is a tax resident in Spain or acts through a permanent establishment that is located in Spain, or for any other reason is registered in the Spanish tax registry. This certificate must be issued by the Spanish Tax Authorities (AEAT).

6.7. - Present a certificate certifying that the Bidder is up to date with its social security obligations when the Bidder is a company registered with the Spanish Social Security, a certificate that will be issued by the General Social Security Treasury (“Tesorería General de la Seguridad Social”).

## **7. - Exclusion criteria**

Candidates meeting any of the following requirements will be automatically excluded from the tender:

7.1. - If the candidate company, or the group of which it forms part, or any of the companies of the group of which it forms part have been criminally sanctioned or have recognized their criminal responsibility or that of their Directors in the last 3 years, in any country of the world for any of the following crimes/offences: a) false representation; b) crimes against property and socioeconomic order; c) bribery; d) embezzlement; e) influence peddling; f) use of privileged information; g) crimes related to the corruption of Spanish or foreign authorities or officials or of corruption between private individuals, in any national or international territorial scope; h) crimes against social security; i) crimes against workers' rights, j) crimes against the National Public Treasury and the European Union.

This prohibition shall extend to directors or administrators who have been convicted of any of the aforementioned crimes/offences and/or for other crimes that RFEF understands may damage the reputation of the Copa de S.M. El Rey and/or jeopardize the audiovisual broadcasting of said event in the Authorized Territory.

7.2. -To be, to have declared or to have requested the opening of a bankruptcy/insolvency proceedings. Any submission of offers by Candidates who are subject to liquidation, bankruptcy and / or insolvency proceedings, even if said Candidates are subject to a legal moratorium with their creditors, will not be accepted.

The conditions listed in this section 7 shall be accredited by means of a certificate from the Secretary of the competent body, that shall have the approval of the Chairman or, as the case may be, of the legal representative of the entity duly accrediting that the company does not fall within any of the exclusion criteria indicated in this section.

## **8.-Rights**

8.1. - The rights that are made available to the Final Operator are the following:

- i. The exclusive and live retransmission by any exploitation channel, of the thirty-three (33) Matches referred to in section 2.2 above, for the Authorized Territory for seasons 2019/20; 2020/21 and 2021/22.
- ii. The deferred broadcasting of the Matches within the season to which said match corresponds.
- iii. The emission of any additional matches, in the event that RFEF produces more than 33 matches without the need to pay additional consideration for the exploitation of such rights. However, in the event that more than 33 matches are produced, the Final Operator wanting to broadcast said additional matches must bear the costs for the provision of access to the signal.
- iv. The possibility to create summaries of up to 4 minutes of each match. Summaries may only be sublicensed within the Authorized Territory.

8.2.- Sublicensing the broadcasting of the matches: The rights acquired, and the obligations contracted by the Final Operator under this document are personal and may not be sold, sublicensed, subcontracted, assigned, transferred or otherwise disposed of to third parties without the prior written consent of RFEF.

When requesting authorization, the Final Operator must indicate in detail and, at least, prior to 30 calendar days before the broadcasting date of the Matches the broadcasting channels

and the forecasted audience levels. In any case, the sub-licensee must certify that it fulfills all the conditions established for Candidates.

The RFEF will respond to the request within 5 calendar days. In the absence of a response the request will be considered to have been denied.

8.3. - Final Operators undertake to cooperate with RFEF in its objective in preventing football fraud. To this end they Final Operators must ensure that they adopt sufficient technical and organizational measures to fulfill RFEF objectives. These measures must be carried out after conducting a risk analysis with the purpose of identifying personalized measures for the type of transmission used.

8.4. - The Final Operator must ensure that the Rights are accessible from the Territory solely. To this regard, they shall undertake 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. With regard to contents accessible through the Internet or any other equivalent means of transmission, the Final Operator exploiting the aforementioned audiovisual contents shall implement any necessary measures to prevent the copying, storage, conservation or sending of any of the audiovisual content acquired, as well as to use a system that prohibits its access or viewing from outside the Authorized Territory.

## **9. - Procedure, deadlines and award.**

### **9.1 Procedure**

The interested parties may submit their offers exclusively by email to the address indicated below, in the indicated deadlines and identifying the Package in which the offer will be made.

The evaluation body made up of the following people will analyze the bids and draw up a report that will be submitted to the RFEF audiovisual rights management control body, incorporating a provisional award proposal that must be ratified by said management body.

- i. The President of RFEF or the person designated by him/her on his/her behalf.
- ii. The First Vice President.
- iii. The Financial Director/Chief Financial Officer.
- iv. The Legal Department Director
- v. The Competitions' Director
- vi. The Marketing Director.

A lawyer from the legal department will act as Secretary of said body.

### **9.2. - Tender Phases**

**PHASE 1 of every tender. -** The procedure for receiving bids will be published on October 16<sup>th</sup>, 2019

All terms and schedules indicated in this procedure refer to Madrid time (CET).

Offers will be admitted from the time of publication on the official website of RFEF and for the Territories that are indicated in said publication until October 25<sup>th</sup> , 2019 at 11:00 AM (CET). Offers can be sent to the following email address: [concursos@concursos.rfef.es](mailto:concursos@concursos.rfef.es)

This email address has an entry certification and time stamping of incoming mail system that is provided by a third party which is compliant with the requirements of Spanish Law 59/2003, of Electronic Signature and Regulation (EU), 910/2014, of Electronic Identification Services and Trust Services for Electronic Transactions in the Internal Market, (eIDAS)

RFEF will not have access to any information that Candidates send to the email address referred in the paragraph above until the date and time of the opening of offers. Said opening will be carried out before a Notary Public. It will be at the opening of offers phase when the services provider, before a Notary Public, will provide RFEF with the email passwords to access the documentation send by Candidates.

Once the deadline for receiving the bids has been opened, which will take place on October 16<sup>th</sup> 2019, there will be a deadline for the admission and resolution of any consultations that interested parties may have which will last until October 18<sup>th</sup>, 2019 at 12:00 PM (CET). Any consultation/query shall be sent to the following email address: [audiovisuales@rfe.es](mailto:audiovisuales@rfe.es) Consultations will be answered by the RFEF on October 18<sup>th</sup>, 2019. The deadline for submitting Bids is October 25<sup>th</sup> 2019 at 11:00 AM, Madrid time (CET).

In the phase of opening and evaluation of the offers, the interested parties shall be granted with a period to rectify or correct any issue related to the requirements of the Offer which will be at least 48 hours.

The economic offer will be the main criterion for awarding the rights, provided that the Candidate complies with the technical and organizational requirements envisaged in Clauses 5 and 6. In case two economically identical offers have been submitted, RFEF will award in rights in favor of the entity that broadcasts the match as an open (Free) transmission. RFEF will consider an Equal bid exists if the difference between the bids is 10% lower and/or higher.

After evaluating the offers, the RFEF will proceed to inform the Final Operator that it has been awarded with the Rights. The communication will take place before November 5<sup>th</sup>, 2019. From this moment the corresponding deadline for signing the contract will start. After signing the Agreement, the RFEF will communicate the identity of the Final Operator, as well as the awarded Territory on its official page.

PHASE 2 of each tender. - A new phase for the reception of offers will open for any territories that were not awarded in Phase 1. This phase will open, in any case, after the completion of Phase 1, through an official communication posted in the RFEF website. Phase 2 will remain open until the beginning of each of the Competition rounds. The interested party wishing to acquire the Rights in Phase 2 must make an offer for all the remaining matches until the end of the Competition and shall have the obligation to retransmit said matches.

Those interested in any Territories that were not awarded in Phase 1 must send their respective offer electronically to the address that will be indicated by RFEF. Offers will be accepted successively and continuously. As such, the Rights may be awarded as the Bids are submitted.

In the event that a Territory is awarded, RFEF will notify the Final Operator that it has won the award of the rights and the corresponding period shall be opened for the signing of the Contract.

The RFEF will proceed to communicate on its official page the identity of the Final Operator, as well as the Territory awarded.

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

In case of force majeure, RFEF may suspend or cancel the Tender.

Additionally, the RFEF reserves the right to suspend or cancel the Tender in case there are indications of collusion between Candidates. If this is the case, RFEF will inform the corresponding competition authority and without undue delay of said indications.

The awards granted to those who lack the necessary requirements set forth in Clauses 5 and 6, that fall under the scope of any of the exclusion criteria envisaged in Clause 7, or that may lack the ability to act due to an occurred cause, shall be null and void.

Las Rozas, October 16<sup>th</sup>, 2019

**Annex 1. - List of Territories for which the RFEF offers the Rights**

<b>AMERICAS</b>		
<b>Code</b>	<b>Package</b>	<b>Territories</b>
A1	Canada	<u>In exclusivity regime:</u> Canada
A2	USA	<u>In exclusivity regime:</u> United States (incl. Alaska), Bermuda, Puerto Rico, US Virgin Islands.
		<u>In non-exclusivity regime:</u> Anguilla, Barbados, Antigua and Barbuda, Kingman Reef, Aruba, Palmyra Atoll, Johnston Atoll, Bahamas, Lower Nuevo Bank, Baker Island, Barbados, Bonaire, Cayman, Curacao, Dominica, Grenada, Guadeloupe, Howland Island, Jarvis Island , Navassa Island, Clipperton Islands, Northern Mariana Islands, Midway Islands, Turks and Caicos Islands, Jamaica, Martinique, Montserrat, Saba, American Samoa, Saint Bartholomew, Saint Kitts and Nevis, Saint Eustatius, Saint Martin, Saint Peter and Miquelon, Saint Vincent and the Grenadines, Saint Vincent and the Grenadines. Saint Lucia, Trinidad and Tobago.
A3	Mexico	<u>In exclusivity regime:</u> Belize, Costa Rica, Cuba, El Salvador, Guatemala, Haiti, Honduras, Mexico, Nicaragua, Panama, Dominican Republic.
		<u>In non-exclusivity regime</u> Anguilla, Antigua and Barbuda, Aruba, Bahamas, Bajo Nuevo Bank, Barbados, Bonaire, Cayman Islands, Curacao, Dominica, Grenada, Guadeloupe, Clipperton Islands, Navassa Island, Turks and Caicos Islands, Jamaica, Martinique, Montserrat, Saba, St. Bartholomew , Saint Kitts and Nevis, Saint Eustatius, Saint Martin, Saint Vincent and the Grenadines, Saint Lucia, Trinidad and Tobago.
A4	South America (excluding	<u>In exclusivity regime:</u> Argentina, Bolivia, Chile, Colombia, Ecuador, Guyana, South Georgia and the South Sandwich Islands,

	Brazil)	Falkland Islands, Paraguay, Peru, Suriname, Uruguay, Venezuela.
		<u>In non-exclusivity regime</u> Aruba, Bonaire, Curacao, French Guiana, Trinidad and Tobago.
A5	Brazil	<u>In exclusivity regime:</u> Brazil

ASIA		
Code	Package	Territories
B1	Brunei	<u>In exclusivity regime:</u> Brunei
B2	Cambodia	<u>In exclusivity regime:</u> Cambodia
B3	China	<u>In exclusivity regime:</u> China
B4	North Korea	<u>In exclusivity regime:</u> North Korea
B5	South Korea	<u>In exclusivity regime:</u> South Korea
B6	Philippines	<u>In exclusivity regime:</u> Philippines
B7	Hong Kong	<u>In exclusivity regime:</u> Hong Kong
B8	India	<u>In exclusivity regime:</u> Afghanistan, Bangladesh, Bhutan, India, Maldives Islands, Nepal, Pakistan, Sri Lanka
B9	Indonesia	<u>In exclusivity regime:</u> Indonesia
B10	Japan	<u>In exclusivity regime:</u>



		Japan
B11	Laos	<u>In exclusivity regime:</u> Laos
B12	Macao	<u>In exclusivity regime:</u> Macao
B13	Malaysia	<u>In exclusivity regime:</u> Malaysia
B14	Mongolia	<u>In exclusivity regime:</u> Mongolia
B15	Myanmar	<u>In exclusivity regime:</u> Myanmar
B16	Singapore	<u>In exclusivity regime:</u> Singapore
B17	Taiwan	<u>In exclusivity regime:</u> Taiwan
B18	Thailand	<u>In exclusivity regime:</u> Thailand
B19	Vietnam	<u>In exclusivity regime:</u> Vietnam

<b>MIDDLE EAST AND NORTH AFRICA (MENA)</b>		
<b>Code</b>	<b>Package</b>	<b>Territories</b>
C1	Middle East and North Africa	<u>In exclusivity regime:</u>  Algeria, Bahrain, Qatar, Chad, Egypt, United Arab Emirates, Iran, Iraq, Jordan, Kuwait, Lebanon, Libya, Morocco, Oman, Palestine, Syria, Somalia, South Sudan, Tunisia, Yemen, Djibouti.  <u>In non-exclusivity regime:</u> Mauritania and Mauritius.
C2	Middle East	Saudi Arabia

<b>ÁFRICA (Sub-Saharan)</b>		
<b>Code</b>	<b>Package</b>	<b>Territories</b>
D1	Africa (excluding South Africa)	<p><u>In exclusivity regime referred to French language:</u></p> <p>South Africa, Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Central African Republic, Comoros, Congo Brazzaville, Republic of the Congo, Ethiopia, Gabon, Gambia, Ghana, Green Cape, Guinea Bissau, Guinea-Conakry, Equatorial Guinea, Ivory Coast, Kenya, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Namibia, Niger, Nigeria, Rwanda, Sao Tome, Principe, Senegal, Seychelles, Mauritius, Sierra Leone, Sudan, Togo, Uganda, Zambia, Zimbabwe.</p> <p>In non-exclusivity regime: Mauritius and Mauritania</p>
D2	Africa	<p><u>In exclusivity regime referred to Portuguese language:</u></p> <p>Angola, Mozambique</p>
D3.-	Africa	<p><u>In exclusivity regime referred to English language.</u></p> <p>South Africa, Angola (not exclusive), Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic (CAR), Chad, Comoros, Republic of the Congo, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea Bissau, Ivory Coast, Kenya (non-exclusive), Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania (non-exclusive), Mauritius, Mayotte, Mozambique, Namibia, Niger, Nigeria, Reunion, Rwanda, Sao Tomé and Príncipe, Senegal, Seychelles, Sierra Leone, Socotra, South Africa, St Helena, Ascension Island, Sudan (non-exclusive), Tanzania (non-exclusive), Togo, Uganda (non-exclusive), Zambia, Zimbabwe.</p> <p>Non-exclusive: Kenya Tanzania and Uganda</p>
D4	Africa	<p><u>In exclusive regime referred to Swahili language:</u></p> <p>Tanzania (no English exclusivity), Kenya (no English exclusivity), and Uganda (no English exclusivity).</p> <p>Non-exclusive: Kenya Tanzania and Uganda</p>

<b>EUROPE (Countries located outside the EU)</b>
--

<b>Code</b>	<b>Package</b>	<b>Territories</b>
E1	Albania	<u>In exclusivity regime:</u> Albania
E2	Armenia	<u>In exclusivity regime:</u> Armenia
E3	Azerbaijan	<u>In exclusivity regime:</u> Azerbaijan
E4	Belarus	<u>In exclusivity regime:</u> Belarus
E5	Bosnia-Herzegovina	<u>In exclusivity regime:</u> Bosnia-Herzegovina
E6	Georgia	<u>In exclusivity regime:</u> Georgia
E7	Israel	<u>In exclusivity regime:</u> Israel
E8	Kazakhstan	<u>In exclusivity regime:</u> Kazakhstan
E9	Kyrgyzstan	<u>In exclusivity regime:</u> Kyrgyzstan
E10	Kosovo	<u>In exclusivity regime:</u> Kosovo
E11	Macedonia	<u>In exclusivity regime:</u> Macedonia
E12	Moldova	<u>In exclusivity regime:</u> Moldavia
E13	Montenegro	<u>In exclusivity regime:</u> Montenegro
E14	Russia	<u>In exclusivity regime:</u> Russia
E15	Serbia	<u>In exclusivity regime:</u> Serbia
E16	Turkmenistan	<u>In exclusivity regime:</u> Turkmenistan
E17	Turkey	<u>In exclusivity regime:</u> Turkey
E18	Ukraine	<u>In exclusivity regime:</u> Ukraine
E19	Uzbekistan	<u>In exclusivity regime:</u> Uzbekistan

<b>OCEANÍA</b>		
<b>Code</b>	<b>Package</b>	<b>Territories</b>
F1	Australia	<u>In exclusivity regime:</u>

		Australia
F2	New Zealand	<u>In exclusivity regime:</u> New Zealand

## **Annex 2**

### **1. - CORPORATE DATA**

#### 1.1- Company Data

Full corporate name of the Company interested in participating in this Tender

Full corporate address / registered office

Tax identification No. or equivalent.

#### 1.2- Contact Details

Contact person: Name, surname and position in the Company

Telephone No.

Email Address

### **2. - ADDITIONAL INFORMATION**

1. - General description of the company, including its experience in the exploitation of audiovisual rights in sport events.

2. - In the case of intermediary agencies, proof of experience and capacity in the international distribution of such events.

### **3. – PACKAGE ON WHICH THE OFFER IS MADE**

Package.....

Amount.....