

# **TV rights agreement**

**European Commission & UEFA**

**(1) Principles regarding rights packages four and five (live matches 5-16 in Group Stage 1 and 5-8 in Group Stage 2)**

Principle

Package 4 rights which are not sold by UEFA may be sold by the "home" clubs participating in a given match according to an established time-frame and procedure:

1. There is a cut-off date or "sales window" for UEFA alone to sell Package 4 rights to pay or pay-per-view broadcasters in a given territory;
2. Broadcasters which acquire Package 4 rights from UEFA are obliged to ensure that the relevant matches are shown live on television;
3. The exclusive "sales window" for UEFA to sell Package 4 rights expires one week after the draw for the First Group Stage of the competition;
4. The calendar for the UEFA Champions League (including the date of the draw) will be published well in advance and posted on the official UEFA web-site;
5. If Package 4 rights are not sold by UEFA within this "sales window" (under the condition set out in paragraph 2 above), they may, in addition, be sold by clubs on an individual basis;
6. All sales of Package 5 rights by clubs are subject to the selection of picks 1-4 by the broadcasters appointed by UEFA;
7. Package 5 rights which are sold by individual clubs may only be exploited on pay-TV or pay-per-view channels on a territorial basis;
8. Package 5 rights sold by individual clubs may not be bundled together with the rights of other clubs to create a "competing" UEFA Champions League programming offer;
9. UEFA may, in exceptional circumstances, allow Package 5 rights sold by a maximum of two clubs to be combined (for example, in the case of two clubs from the same city selling the rights to a regional pay or pay-per-view broadcaster);
10. Clubs selling Package 5 rights on an individual basis must notify UEFA of the fact and ensure that all relevant UEFA Champions League broadcasting and commercial guidelines are respected;
11. A broadcaster acquiring Package 5 rights from an individual club may not present itself as an official broadcast partner of the UEFA Champions League;
12. A broadcaster acquiring Package 5 rights from an individual club may be granted the right to produce its own commentary from its production studios but no on-site production rights;
13. A broadcaster acquiring Package 5 rights from an individual club may, subject to space and technical constraints, be granted the right to have its own commentator at the match.

## **(2) Principles regarding rights package 11**

1. UEFA will operate as a production joint-venture for the development of UCL content delivered via mobile networks ("3G content").
2. Clubs which have qualified for the UCL are entitled to have access to the moving image content made available and/or produced by UEFA (for their "home" and "away" matches) for the duration of the UCL season in question. This includes access to both the digitised material and the "raw" television feed. This also includes access to "archive" content (i.e. club matches in previous UCL competitions).
3. Clubs will have the right to customize or edit the content made available and/or produced by UEFA provided they make a request to do so at the time when they enter the UCL. Clubs may also request access to the "raw" television feed directly from the host broadcaster for the purpose of digitising it themselves.
4. UEFA has the sole right to market a global UCL, or UEFA branded, 3G product.
5. Clubs have the sole right to market club specific, or club branded, 3G products.
6. Clubs may not, either directly or indirectly, use the content provided by UEFA (or the host broadcaster, as the case may be) for the purpose of creating "competing" UCL products. Club specific, or club branded, 3G products may not feature UCL matches in which the club is not participating.
7. Club specific, or club branded, 3G products may not consist solely or mostly of UCL content. Club 3G products must consist of other club related multimedia content in addition to UCL multimedia content.
8. A mobile operator acquiring a club specific, or club branded, 3G product may not, on that basis alone, present itself as an official mobile/wireless partner of the UCL.
9. Revenues derived from 3G sales by UEFA will be redistributed according to a solidarity key and applied for the benefit of all clubs participating in the UCL and for the benefit of European Football more generally.
10. Clubs which market a 3G product using content made available by UEFA or clubs opting for the "raw" television feed will, in accordance with the solidarity principle, be required to pay a fee for it; which fee will be established in advance by UEFA on a market by market basis. This fee will be defined on a basis that will be fair, transparent and non-discriminatory.
11. Any dispute regarding the fee will be settled by an arbitration body, comprising one representative nominated by the relevant club, one representative nominated by UEFA, and a third independent member.
12. Clubs marketing club specific, or club branded, 3G products containing UCL content are obliged to notify UEFA of this fact.

### **(3) Principles applicable to the award of UCL television contracts**

In the award of contracts for the television rights to the UEFA Champions League the following principles shall be observed:

1. Contracts shall, in principle, be concluded for a period not exceeding three (3) UEFA Champions League seasons;
2. UEFA shall, from time to time, publish criteria on the standards which broadcasters must satisfy to be "qualified" for televising the UEFA Champions League;
3. All qualified broadcasters in the contract territory shall have an equal opportunity to bid for the rights;
4. Contracts for the award of the rights shall be advertised on the UEFA web-site (uefa.com) at appropriate times;
5. All rights packages shall, in principle, be put on the market at the same time;
6. All qualified broadcasters in the contract territory shall be entitled to request the Invitation to Bid documentation;
7. The Invitation to Bid documentation shall contain relevant details of all rights packages together with key terms and conditions and an explanation of the information which interested parties must provide with their bid;
8. All qualified broadcasters shall be entitled to request a presentation to explain the various rights packages on offer and the sales process;
9. All qualified broadcasters shall be given a reasonable time limit in which to submit their bids;
10. The bids shall be evaluated by UEFA in accordance with the following (non-exhaustive) criteria:
  - price offered for the rights package or packages;
  - acceptance by the bidder of all relevant broadcast obligations;
  - level of audience penetration of the bidder in the contract territory;
  - proposed method of delivery or transmission;
  - proposed promotional support offered for the UEFA Champions League;
  - production capability and host broadcast expertise;
  - combination of rights packages offered in the contract territory;
  - balance between free and pay -television
11. Negotiations may take place with individual bidders on the basis of offers received. The content of all offers shall remain confidential.

Package number	Title	Description	Availability	Exclusivity /territoriality	Sales conditions /Platforms
1	<b>Gold package: Live TV</b>	First pick and third pick per match day. Final. Highlights for purchased games. (31 games out of 157).	Live for first pick. Live or two hours delay for third pick. Highlights usable as from Thursday midnight.	Exclusive per territory (Europe). Non-exclusive for highlights.	Sold by UEFA to free and/or Pay TV.
2	<b>Silver package: Live TV</b>	Second pick and fourth pick per match day. Highlights for purchased games (30 games).	Live for second pick. Live or two hours delay for fourth pick. Highlights usable as from Thursday midnight.	Exclusive per territory (Europe). Non-exclusive for highlights.	Sold by UEFA to free and/or Pay TV.
3	<b>Highlights: TV</b>	Ten minutes per game on all games.	Available from 22.45 (or 15 mins after the game ends) on a match night, within a six-day limit or the following Monday if a match week.	Shared territorial exclusivity (Europe) with packages one and two and six and eight.	Sold by UEFA to free TV stations. Obligation to broadcast as from 22.45 on match nights.
4	<b>Live all other games (five-16): Pay TV/PPV</b>	Live games from pick five to 16. Group Stage 1 (five to 16) and Group Stage 2 (five to eight) (96 games).	Live transmission.	Exclusive on a territorial basis (Europe). No highlights.	Sold by UEFA to Pay TV/PPV; possibility to sell the rights exclusively until one week after the draw for the first group stage (see Principles regarding rights packages four and five).

Package number	Title	Description	Availability	Exclusivity /territoriality	Sales conditions /Platforms
5	<b>Live all other games (5-16): Pay TV/PPV</b>	Live games from pick five to 16. Group Stage 1 (five to 16) and Group Stage 2 (five to eight) (96 games).	Live transmission.	Non-exclusive on a territorial basis (Europe). No highlights.	Sold by "home" clubs to Pay TV/PPV; subject to the following conditions: a) UEFA has not already sold the rights on a given national market - b) no bundling with other matches to create competing UCL programming (see Principles regarding rights packages four and five).
6	<b>Delayed club games (full or edited): TV</b>	All club home and away games (full or edited).	Available as from midnight one day after the last of the games of the relevant match week (i.e. currently Thursday midnight).	Non-exclusive/ Worldwide.	Sold by clubs on a non-exclusive basis ('club-branded'); no bundling with rights of other clubs to create a "competing" UCL programming offer.
7	<b>Archives: magnetic storage devices (DVD, VHS, CD-Rom, etc..)</b>	All club home and away games (full or edited).	Available from the previous season backwards. Embargo: 48 hours after the final.	Non-exclusive / Worldwide.	Available for clubs for retail commercial exploitation.

Package number	Title	Description	Availability	Exclusivity /territoriality	Sales conditions /Platforms
8	<b>Delayed all games (full or edited) : TV</b>	All games (full or edited).	Available as from midnight one day after the last of the games of the relevant match week (ie. currently Thursday midnight).	Non-exclusive / Worldwide.	Sold by UEFA on a non-exclusive basis.
9	<b>Archives: magnetic storage devices (DVD, VHS, CD-Rom, etc..)</b>	All games (full or edited).	Available from the previous season backwards. Embargo: 48 hours after the final.	Non-exclusive / Worldwide.	Available for UEFA for retail commercial exploitation.
10	<b>Outside of Europe: TV</b>	All games live or delayed.	Live or delayed.	Exclusive per territory, outside of Europe, without prejudice to the delayed rights granted to the clubs in package six.	Sold by UEFA to TV stations outside of Europe.

Package number	Title	Description	Availability	Exclusivity /territoriality	Sales conditions /Platforms
11	<b>Wireless</b>	All games : near live clips for UEFA, home and away games: near live clips for clubs.	Available five mins after the event happens.	Non-exclusive on a territorial basis.	Production joint venture: content made available to clubs by UEFA on request, may be customised and edited by clubs for a club branded and focused exploitation. Clubs may, if they request, obtain access to the 'raw' television feed; wholesale price must be fair, transparent and non-discriminatory; arbitration system to solve eventual disputes (see Principles applicable to package 11).
12	<b>Internet</b>	All games (full or edited): UEFA; Home and away games (full or edited): clubs.	Available from midnight after the game.	Non-exclusive worldwide.	Service built by UEFA and exploited on uefa.com and the club websites through a revenue share system. Production joint venture: content made available to clubs by UEFA on request, may be customised and edited by clubs for a club branded and focused exploitation. Clubs may, if they request, obtain access to the 'raw' television feed; wholesale price must be fair, transparent and non-discriminatory; arbitration system to solve eventual disputes.
13	<b>Live games: radio</b>	Live all games: UEFA; live home and away games: clubs (subject to space availability and technical facilities).	Live.	Non-exclusive on a territorial basis (Europe).	Sold or exploited by UEFA and clubs on a non-exclusive basis.
14	<b>Live games: internet audio</b>	Live all games: UEFA; live home and away games: clubs (subject to space availability and technical facilities).	Live.	Non-exclusive worldwide.	Non-exclusively exploited by clubs on their websites and UEFA on uefa.com. UEFA will propose a payment mechanism allowing clubs to participate in revenue sharing.

## NOTES

- 1 Packages 1 & 2 can be "tailor made" on a market by market basis.
- 2 Package 3 could be split in Tuesday and Wednesday packages if appropriate on a market by market basis.
- 3 All relevant packages : Definition of Europe : EU/EEA countries
- 4 Package 13 : Non exclusive radio rights granted to radio stations owned by broadcasting partners of packages 1 and 2, free of charge plus technical costs.
- 5 All delayed/archive packages: usage according to UEFA broadcaster guidelines

## KEY

-  **Central marketing**
-  **Club marketing**
-  **Co-exploitation or partnership**