



invitation to tender

2010 FIFA World Cup™

European Media Rights





FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION (FIFA)

2010 FIFA World Cup™

Invitation to Tender – European Media Rights

December 2004

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All capitalised terms and expressions used in this document have their respective meanings set out in the Glossary of Terms in Schedule 1 unless the context otherwise expressly indicates otherwise.

1. INTRODUCTION - MESSAGE FROM THE FIFA PRESIDENT

Ever since the 1950s, there has been a strong symbiosis between television and football, and that close relationship has been a telling factor in the rapid and successful development of both realms. It is the perfect partnership: football is perhaps the most telegenic sport of all and no medium has boosted the worldwide development of our sport more than television. Thanks to television, FIFA is truly able to take the beautiful game to the world.

The broadcast rights for the FIFA World Cup™ are among the most sought-after in the world. They provide for a classic win-win situation for both FIFA and the rights-holding entities, as the continued growth of the FIFA World Cup™ drives a universal passion which touches the lives and emotions of people across the globe in an extraordinary and unforgettable fashion.

With the present document FIFA is opening the Invitation to Tender for European Media Rights to the XIXth edition of the FIFA World Cup™. It comprises the media rights for TV and Radio transmissions of our flagship competition, which for the first time will be held on the African continent and, more precisely, in South Africa. We do so in line with our commitment to a policy of transparency, compliance with applicable competition law principles and our wish to give all interested parties the opportunity to bid for the media rights to an event of the global stature of the FIFA World Cup™.

The media rights packages have been structured to provide balanced opportunities for up to three rights-holders within each European country in order to ensure both flexibility and options for the increasing number of competing broadcasters and media platforms. FIFA's overall goal with this tender is to ensure a sound balance and an appropriate mix of different types of broadcasting that will ultimately cater in one way or another to the needs and desires of every football fan.

Based on this comprehensive document and the tender procedure, which will be overseen by FIFA's Marketing & TV Division, FIFA is looking forward to receiving innovative proposals from all interested parties, including broadcasters, broadcasting unions, sports rights agencies and media companies.

We appreciate your interest in perpetuating this unique success story and thank you for your support and your efforts – for the Good of the Game.

A handwritten signature in black ink, appearing to read 'J. Blatter'.

Joseph S. Blatter

2. THE FIFA WORLD CUP™

2.1 Introduction

Every four years the FIFA World Cup™ brings together the strongest national football teams from around the globe to crown a world champion. Since its inception in 1930, fans throughout the world have embraced the competition on a scale and with a passion unmatched by any other single sporting event. With each edition of the FIFA World Cup™, this universal passion continues to grow, establishing a trend that also ensures unparalleled broadcasting success.

In 2002, the event was broadcast in 213 countries with over 41,000 hours of dedicated programming. The cumulative audience over the 25 event match days reached a total of 28.8 billion viewers, a figure which, in terms of viewer hours, translates into 49.2 billion viewing hours worldwide. These impressive figures made the 2002 FIFA World Cup Korea/Japan™ the most extensively covered and viewed event in television history.

The final of the 2002 FIFA World Cup™, which brought together the traditional heavyweights of Brazil and Germany for the first time ever in a FIFA World Cup™, was also record breaking. With a total global audience of 1.1 billion, the 2002 FIFA World Cup™ final was the most viewed match in FIFA World Cup™ history. Total hours of programming increased by 39%, while live audiences remained at an impressive 76% of the cumulative audience with an average of 353 million viewers for each match.

In Europe, despite the unfavourable time difference, a number of key milestones and highlights were achieved, including:

- A cumulative audience of 4.1 billion, based on 11,364 hours of coverage;
- Over 44% of all prime time coverage worldwide was generated by the region's broadcasters;
- The highest ever market share recorded in Germany for a football match (88.2%), with 26.5 million viewers watching the afternoon coverage of the final and an average audience of 17.7 million for each of the German national team matches;
- The highest ever market share recorded in Italy (over 90%) for the group match against Croatia;
- Record-breaking audiences in the United Kingdom and market shares in excess of 90% for key matches;
- Market shares in Spain in excess of 90% for key national team matches, and an increase of 10% on total audience figures compared with the 1998 FIFA World Cup™ in France; and;
- Outstanding audiences, even for matches not involving home teams, including television ratings of over 20% in Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Finland, Hungary, Italy, Netherlands, Poland, Portugal, Romania, Slovakia, Sweden and Switzerland.

2.2 The 2010 FIFA World Cup™

The 2010 FIFA World Cup™ marks a new milestone in the history of the world's most popular sport. For the first time in football history, the final competition of the XIXth edition of the FIFA World Cup™ (the “**Competition**”) is scheduled to be held in Africa, with South Africa scheduled to host the tournament during June and July 2010. From a broadcasting perspective, the fact that South Africa is located in the GMT/UTC+2 time zone means that it is closely aligned with European time zones and will therefore ensure excellent alignment between match timings and desired European broadcasting schedules.

(i) Participating Teams and Qualification

It is anticipated that 32 national football teams from the six FIFA Confederations will be represented in the Competition as follows:

FIFA Confederation	Number of Teams
AFC	4.5 ^A
CAF	6 ^B
CONCACAF	3.5 ^A
CONMEBOL	4.5 ^A
OFC	0.5 ^A
UEFA	13
Total	32

Table 1

^A Refers to play-off places.

^B This figure includes the South African national football team which receives automatic qualification as the host nation of the Competition.

With the exception of the South African team (which automatically qualifies as host nation of the Competition) each of the other 31 teams which are anticipated to compete in the Competition must qualify through the 2010 FIFA World Cup™ preliminary competition.

The preliminary competition is expected to be completed by November 2009, and the Final Draw is scheduled to take place in South Africa in December 2009. Further information regarding the rules and regulations of the Competition will be available in the Regulations for the 2010 FIFA World Cup™.

(ii) Scheduled Competition Format

The Competition is scheduled to comprise 64 football matches to be played over a period of 25 days. Each of the 32 participating teams will compete in the “Group Stage” (there being eight groups consisting of four teams per group), playing each of the other teams in its group. Accordingly, each of the 32 teams is scheduled to play a minimum of three matches (referred to in Table 2 as “Round 1”, “Round 2” and “Round 3”) in the Competition.

The best two teams in each group advance to the “Knockout Stage”, and the Competition continues with a knock-out format until the eventual FIFA World Cup™ champion is determined. The losing teams from the two semi-final matches will contest one additional match to determine the third and fourth places.

The scheduled format for the Competition is based on the format which will be adopted for the 2006 FIFA World Cup™. FIFA reserves the right to amend the format for the Competition in any manner it deems necessary or desirable.

Competition Format

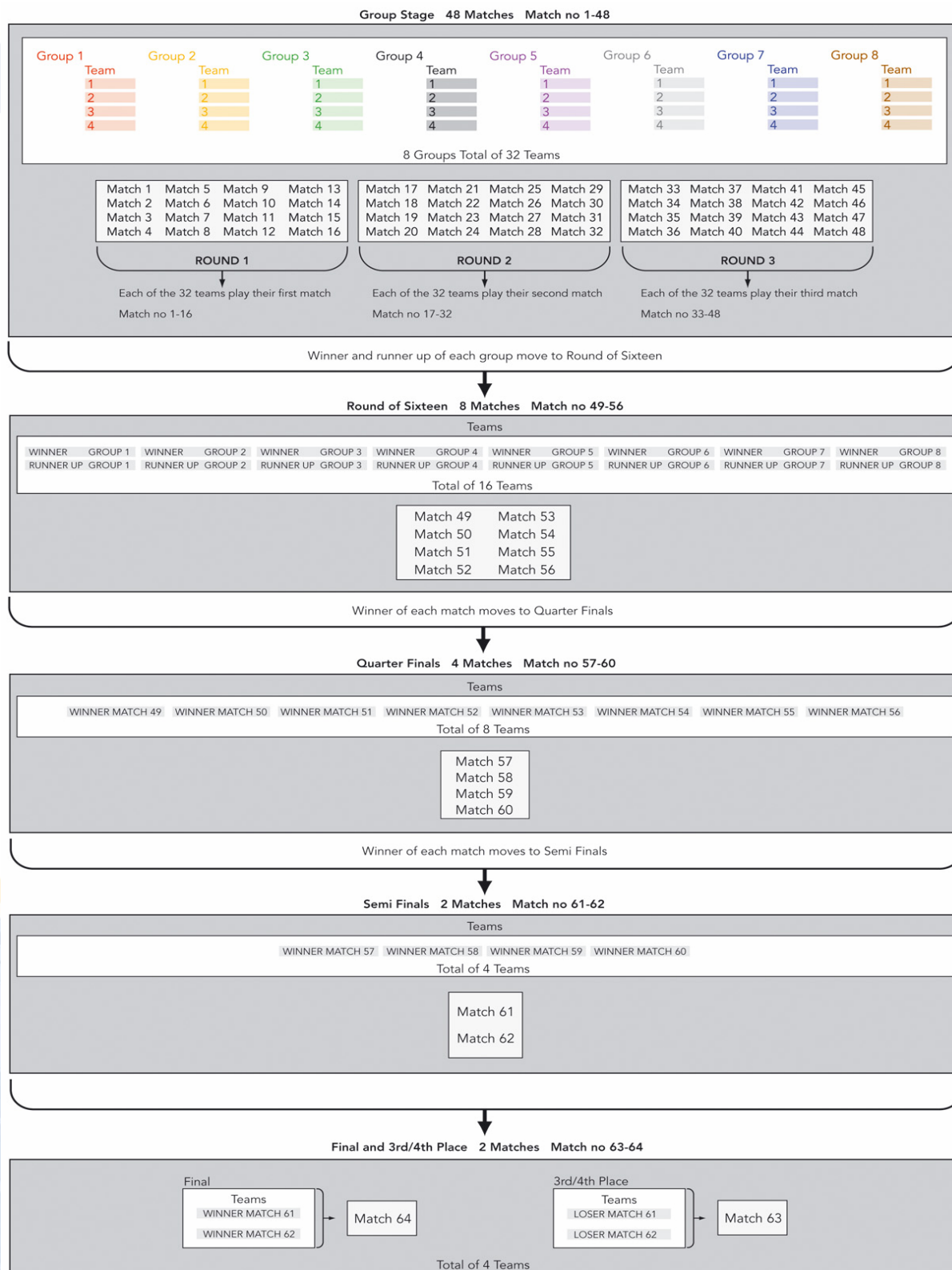


Table 2

3. INVITATION TO TENDER

This Invitation to Tender (the “ITT”) relates to the final competition (excluding the FIFA World Cup™ qualifying competition) of the XIXth edition of the international football tournament known as the FIFA World Cup™ which is owned and controlled by FIFA and is scheduled to be staged in South Africa in 2010.

3.1 Purpose of ITT

The purpose of this ITT is to enable FIFA to identify and select the entities (including broadcasters, sports rights agencies, media companies and other organisations) which are best suited, in FIFA’s opinion, to exploit the Media Rights in Europe. Accordingly, FIFA is inviting the submission of Bids, in accordance with the terms and conditions of this ITT, to acquire any one or more of the four packages of Media Rights described in Section 4 below (the “**Media Rights Packages**”) for exploitation in the Territory (or any part thereof) during the Rights Period.

FIFA has designed these Media Rights Packages with the aim of achieving a balanced allocation of the 64 Matches amongst potential broadcast licensees in each of the countries in the Territory, and to ensure maximum coverage of the Competition within the Territory. Through the creation of the four distinct Media Rights Packages, prospective broadcasters are afforded the opportunity to customise their broadcasts through a transparent and equitable selection process.

3.2 Bid Objectives

To assist Bidders in understanding FIFA’s requirements, each Bid must be aimed at, amongst the other aims set out in this ITT, achieving the following (non-exhaustive and non-prioritised) objectives:

- ensuring the widest coverage and the widest possible audience for the Competition;
- maximising and enhancing exposure for each of the official sponsors of the Competition;
- increasing and enhancing exposure for the FIFA brand and the Competition as a whole; and
- optimising revenues during the course of the Rights Period for the overall benefit of the collective FIFA football family.

3.3 Option to bid for Other FIFA Events and the 2014 FIFA World Cup™

In addition to the Competition, FIFA owns and controls all media rights to the tournaments and competitions listed in Schedule 2 (the “**Other FIFA Events**”) and the XXth edition of the FIFA World Cup™ scheduled to be staged in 2014.

While the principal focus of this ITT is the Competition, each Bidder may, in addition to the submission of its Bid, present an unconditional, binding and irrevocable offer to acquire media rights relating to any of the Other FIFA Events and/or the final competition of the XXth edition of the FIFA World Cup™ (the “**2014 Competition**”).

Each such offer must be submitted to FIFA together with a Bid for the Media Rights and must comply with the terms and conditions applicable to Bids relating to the Competition

as set out in this ITT. Each Bidder must ensure that Bids relating to the Competition are clearly separate and distinct from, and shall not be combined with, any offer for the media rights relating to the Other FIFA Events and/or the 2014 Competition.

Offers for media rights to any of the Other FIFA Events and/or the 2014 Competition must not be subject to any condition relating to the acceptance of Bids for the Competition and vice-versa.

FIFA reserves the right, in its sole discretion, to accept or reject any offer relating to any of the Other FIFA Events and/or the 2014 Competition, and to conduct a separate tender process for selecting media rights licensees for the Other FIFA Events and/or the 2014 Competition.

If any Bid (or any part thereof) relating to the Competition results in the execution of a Media Rights Agreement, then if (and to the extent that) such Bid is accompanied by an offer relating to any of the Other FIFA Event(s) and/or the 2014 Competition, such offer shall not be regarded as obliging FIFA to enter into an agreement in relation to the Other FIFA Event(s) and/or the 2014 Competition. Similarly, acceptance or rejection of an offer relating to any Other FIFA Event(s) and/or the 2014 Competition will not extend to, or otherwise affect, the accompanying Bid relating to the Competition, which shall continue to be irrevocable and binding upon the Bidder in accordance with the terms of this ITT.

4. MEDIA RIGHTS

The Media Rights comprise the rights set out in, and defined by, the following Media Rights Packages:

- (i) Audiovisual Package 1 (“**AV Package 1**”);
- (ii) Audiovisual Package 2 (“**AV Package 2**”);
- (iii) Audiovisual Package 3 (“**AV Package 3**”); and
- (iv) the Audio Package.

4.1 Overview – Match Allocation for Audiovisual Packages

Principally, each Audiovisual Package comprises the right to distribute the Basic Feed of those Matches allocated to it in respect of each country within the Territory as set out in Table 3 below. The Basic Feed of each allocated Match must be transmitted Live in its entirety – in the case of AV Package 1 by means of Free TV only, whereas for AV Packages 2 and 3, the Basic Feed may be transmitted by means of Free TV and/or Pay TV (certain requirements apply to Home Team Matches).

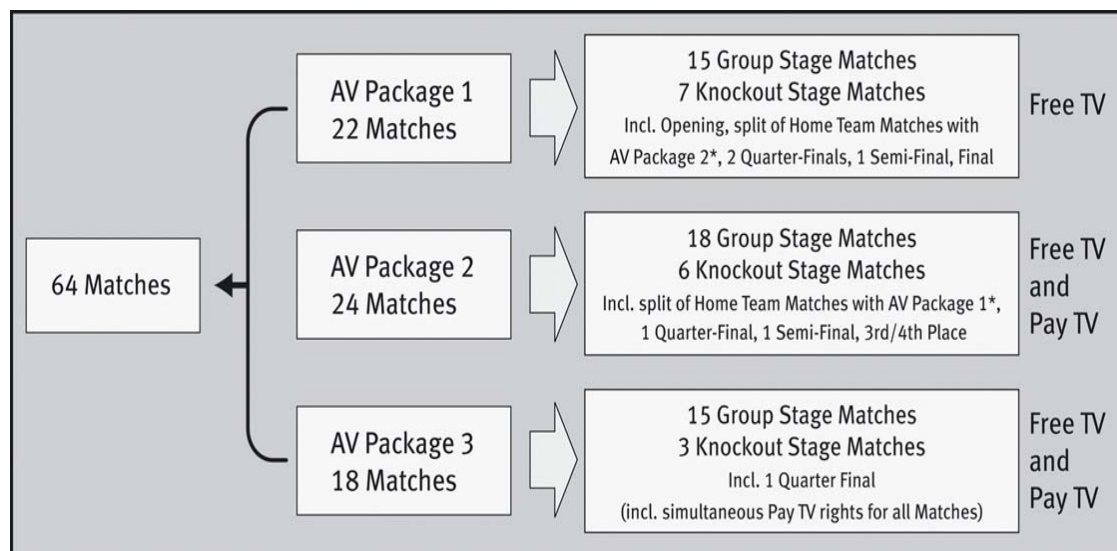


Table 3

* Specific number of Home Team Match(es) will be determined by the selection process (see Section 4.3 for details).

If a Licensee of AV Package 1 also acquires AV Package 2 and/or AV Package 3 in relation to the same Licensed Territory, the Licensee may, subject always to the Minimum Broadcast Commitments outlined in Section 4.7 below, transmit, by means of Free TV, the Basic Feed of a minimum of 22 Matches selected by such Licensee from the total Matches allocated to its Licensed Media Rights Packages.

The Media Rights comprised in each of the Audiovisual Packages are subject always to the Minimum Broadcast Commitments set out in Section 4.7. Details of each Audiovisual Package and the Audio Package are set out below in Section 4.2.

4.2 Media Rights Packages

AV Package 1 22 Matches - Live and Delayed - Free TV The right to transmit, by means of Cable Television, Satellite Television, Terrestrial Television and Broadband Internet only, the Basic Feed of:
<p>Ceremonies (includes Preliminary Draw, Final Draw, opening/closing ceremonies and "Football Fiesta")</p> <p>Round 1 – Opening Match and 4 other Matches selected from Match Nos. 2-16</p> <p>Round 2 – 5 Matches selected from Match Nos. 17-32</p> <p>Round 3 – 5 Matches selected from Match Nos. 33-48</p> <p>Round of 16 – 3 Matches selected from Match Nos. 49-56</p> <p>Quarter-Finals – 2 Matches selected from Match Nos. 57-60</p> <p>Semi-Finals – remaining 1 Match after first selection by AV Package 2 Licensee</p> <p>Final – 1 Match (Match No. 64)</p>
<p>- Highlights of all 22 Matches allocated to AV Package 1</p> <p>- Highlights of all Matches allocated to AV Packages 2 and 3 (maximum of 10 minutes in duration per Match)</p>

Notes: Selection of Matches is limited to one Match per Competition day other than in relation to the selection of a Home Team Match that takes place on the first Competition day (the day on which the Opening Match takes place) or where the selection process results in the Licensee having to select a second Match on the same Competition day.

The Opening Match is mandatory.

AV Package 1 also includes the right to transmit, via Pay TV, Highlights and Delayed transmissions of all 22 Matches allocated to AV Package 1.

AV Package 2 24 Matches - Live and Delayed - Free TV and/or Pay TV The right to transmit, by means of Cable Television, Satellite Television, Terrestrial Television and Broadband Internet only, the Basic Feed of:
<p>Round 1 – 6 Matches selected from Match Nos. 2-16</p> <p>Round 2 – 6 Matches selected from Match Nos. 17-32</p> <p>Round 3 – 6 Matches selected from Match Nos. 33-48</p> <p>Round of 16 – 3 Matches selected from Match Nos. 49-56</p> <p>Quarter-Finals – 1 Match selected from Match Nos. 57-60</p> <p>Semi-Finals – first pick of 1 Match selected from Match Nos. 61-62</p> <p>3rd/4th Place – 1 Match (Match No. 63)</p>
<p>- Highlights of all 24 Matches allocated to AV Package 2</p> <p>- Highlights of all Matches allocated to AV Packages 1 and 3 (maximum of three minutes in duration per Match)</p>

Notes: Home Team Matches (if any) must be transmitted Live on Free TV in accordance with Section 4.7.

AV Package 3 18 Matches - Live and Delayed - Free TV and/or Pay TV The right to transmit, by means of Cable Television, Satellite Television, Terrestrial Television and Broadband Internet only, the Basic Feed of:	
Round 1 – 5 Matches selected from Match Nos. 2-16	
Round 2 – 5 Matches selected from Match Nos. 17-32	
Round 3 – 5 Matches selected from Match Nos. 33-48	
Round of 16 – 2 Matches selected from Match Nos. 49	
Quarter-Finals – 1 Match selected from Match Nos. 57-60	
- All Matches allocated to AV Packages 1 and 2 on a Live (simultaneous) and/or Delayed basis by means of Pay TV only - Highlights of all 18 Matches allocated to AV Package 3 - Highlights of all Matches allocated to AV Packages 1 and 2 (maximum of three minutes per Match)	

Notes: Home Team Matches (if any) must be transmitted Live on Free TV in accordance with Section 4.7.

Audio Package The non-exclusive right to transmit by means of Radio only in respect of each country within the Licensed Territory:
Commentary of each of the 64 Matches

4.3 Match Selection Process

The selection process is structured in a manner which provides each Licensee with the opportunity to create balanced packages. The selection by each Licensee of the Matches in each Competition Stage (other than the Opening Match, 3rd/4th Place Match and Final Match) will be by way of rotating selection between the Licensees, as outlined in the selection process overview below. The structure of the selection process ensures that Licensees of AV Packages 1 and 2 will have the opportunity to select not less than one Home Team Match (if the Home Team of the country within the Licensed Territory to which these Audiovisual Packages relate qualifies to participate in the Competition).

(i) Group Stage – Round 1 (comprising 16 Matches in total)

Selection of the Round 1 Matches in respect of each country within a Licensed Territory will take place in the following order of rotation:

Group Stage – Round 1 – 16 Matches																
Order of Selection	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	13 th	14 th	15 th	16 th
AV Package 1	√*	√					√			√			√			
AV Package 2			√		√			√			√			√		√
AV Package 3				√		√			√			√			√	

* Opening Match selection mandatory.

Table 4

The selection process for Round 1 will be organised and conducted by FIFA within 60 days after the Final Draw. In relation to AV Package 1 only, the Licensee may not select more than one Match per Competition day. Such restriction shall not apply in relation to the selection of a Home Team Match which takes place on the first Competition day (the day on which the Opening Match takes place) or where the selection process results in the Licensee having to select a second Match on the same Competition day.

(ii) Group Stage – Round 2 (comprising 16 Matches in total)

Selection of the Matches in Round 2 in respect of each country within a Licensed Territory will take place in the following order of rotation:

Group Stage – Round 2 – 16 Matches																
Order of Selection	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	13 th	14 th	15 th	16 th
AV Package 1		√		√			√			√			√			
AV Package 2	√				√			√			√			√		√
AV Package 3			√			√			√			√			√	

Table 5

The selection process for Round 2 will be organised and conducted by FIFA within 60 days after the Final Draw takes place. In relation to AV Package 1 only, the Licensee may not select more than one Match per Competition day. Such restriction shall not apply where the selection process results in the Licensee having to select a second Match on the same Competition day.

(iii) Group Stage – Round 3 (comprising 16 Matches in total)

Selection of the Round 3 Matches in respect of each country within a Licensed Territory will take place in the following order of rotation:

Group Stage – Round 3 – 16 matches																
Order of Selection	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	13 th	14 th	15 th	16 th
AV Package 1	√			√			√			√			√			
AV Package 2		√			√			√			√			√		√
AV Package 3			√			√			√			√			√	

Table 6

The selection process for Round 3 will be organised and conducted by FIFA within 60 days after the Final Draw. In relation to AV Package 1 only, the Licensee may not select more than one Match per Competition day. Such restriction shall not apply where the selection process results in the Licensee having to select a second Match on the same Competition day.

(iv) Knockout Stage – Round of 16 (comprising 8 Matches in total)

Selection of the Matches in the Round of 16 in respect of each country within a Licensed Territory will take place in the following order of rotation:

Knockout Stage – Round of 16 – 8 Matches								
Order of Selection	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th
AV Package 1		√		√			√	
AV Package 2	√				√			√
AV Package 3			√			√		

Table 7

The selection process for the Round of 16 will be organised and conducted by FIFA not later than six hours after the conclusion of the last Match of the First Round.

(v) Knockout Stage – Quarter Finals (comprising 4 Matches in total)

Selection of the quarter-final Matches will take place in the following order of rotation:

Knockout Stage – Quarter-Finals – 4 matches				
Order of Selection	1 st	2 nd	3 rd	4 th
AV Package 1	√		√	
AV Package 2		√		
AV Package 3				√

Table 8

The selection process for the quarter-final Matches will be organised and conducted by FIFA not later than six hours after the conclusion of the last Match of the Round of 16.

(vi) Knockout Stage – Semi Finals (comprising 2 Matches in total)

Selection of the semi-final Matches will take place in the following order of rotation:

Knockout Stage – Semi-Finals – 2 matches		
Order of Selection	1 st	2 nd
AV Package 1		√
AV Package 2	√	

Table 9

The selection process for the semi-final Matches will be organised and conducted by FIFA not later than six hours after the conclusion of the last quarter-final Match.

4.4 Permitted Means of Transmission

(i) AV Packages 1, 2 and 3

The Media Rights comprised in each of the AV Packages are limited to the following means of transmission:

- Terrestrial Television;
- Satellite Television;
- Cable Television; and
- Broadband Internet.

Bidders must set out details of their proposed means of transmission in their Bids as part of the Exploitation Plan required to be submitted by each Bidder together with its Bid, as outlined in Section 4.9.

(ii) Audio Package

The Media Rights comprised in the Audio Package are limited to transmission by means of Radio only on a free or charged-for basis.

4.5 Territory

Each Bid (and accordingly, each Selected Media Rights Package) may be submitted in respect of any individual country, group of countries or all of the countries in the Territory.

4.6 Excluded Rights

All rights (whether existing now or created or discovered in the future) that are not expressly included in the Packages (the “**Excluded Rights**”) are unconditionally reserved to FIFA. The Excluded Rights include, but shall not be limited to:

- (i) *Mobile Rights* – all rights to transmit, via any means of Mobile Technology, visual, audiovisual, audio-only, data and/or textual material relating to the Competition (or any part thereof);
- (ii) *FIFA.com, FIFA TV and FIFA Radio* – FIFA shall be entitled to transmit Highlights of each of the 64 Matches (being not more than two minutes in duration per Match) on FIFA.com, each such transmission to take place only after the conclusion of the Match in question. FIFA also reserves the right to incorporate such Highlights (but not more than two minutes in duration per Match) in FIFA TV. FIFA shall also be entitled to transmit full live audio coverage of each of the 64 Matches on FIFA Radio;
- (iii) *Archive Rights* – all rights to transmit any FIFA Archive Materials save for any such rights granted to any Licensee as part of a Media Rights Package and/or by way of a separate licence agreement (FIFA intends to enter into a non-exclusive licence agreement with each Licensee who wishes to use and/or reproduce any of the FIFA Archive Materials for the purpose of advertising and promotion of its Media Rights exploitation as set out in Section 4.11 below);

- (iv) *Official Film Rights* – all rights to create and/or transmit (in any transmission media whatsoever) any full length feature film (whether in documentary-style, purely fictional or otherwise) based on, and/or inspired by, FIFA and/or the Competition (or any part thereof);
- (v) *Fixed Media Rights* – all rights to exploit any footage or materials relating to the Competition (or any part thereof) using magnetic, electronic or digital storage devices including, without limitation and by way of example only, DVD, VHS or CD-Rom; and
- (vi) *Closed Circuit Television and Public Viewing Rights* – all rights to transmit audio-only and/or audiovisual coverage of the Competition (or any part thereof) to an audience confined to a limited area such as stadia, hotels, offices, construction sites, oil rigs, waterborne vessels, aircraft, buses, trains, armed services establishments, educational establishments, hospitals, and the concept commonly known as ‘public viewing rights’ (whether within a confined area or otherwise) but excluding Pay TV distribution to commercial establishments. For the avoidance of any doubt, FIFA reserves the right to exercise such ‘public viewing rights’ in any country in the world (including, without limitation, the Territory) utilising any Licensee’s transmission of the Basic Feed and Unilateral Coverage of the Matches and the Ceremonies.

Bidders should note that FIFA intends (but is not obliged) to issue a separate document or separate documents inviting offers to acquire:

- certain Excluded Rights (including, without limitation, the Mobile Rights) for exploitation in the Territory;
- audio-only and audiovisual rights equivalent or similar to the Media Rights for exploitation of programming relating to the Competition in countries outside of the Territory.

Bidders should further note that any exploitation of the Excluded Rights is not intended to have any material impact on the value of the rights granted to any Licensee following the conclusion of the tender process. Furthermore, Licensees will be afforded the opportunity to bid for such other audio-only and/or audiovisual rights for which FIFA may, from time to time, invite offers.

Exploitation and/or exercise of any of the Media Rights by means of Pay-Per-View services will not be permitted by FIFA. Any proposals by a Bidder for the exploitation and/or exercise of the Selected Media Rights on a Video-On-Demand basis should be set out in detail in its Bid for consideration by FIFA.

4.7 Minimum Broadcast Commitments

Each Licensee shall be required to exercise the Licensed Media Rights in accordance with FIFA’s Distribution Policy outlined below, the primary objective of which is the transmission of audiovisual coverage of the Competition to such extent as will ensure the maximum number of viewers and/or listeners (as appropriate) in each Licensed Territory.

(i) Distribution Policy

In the case of AV Package 1, the Basic Feed of each of the 22 Matches allocated thereto (and selected by the relevant Licensee) must be transmitted Live by way of Free TV only. While the Basic Feed of each Match allocated to AV Packages 2 and 3 must also be transmitted Live, such Live transmissions may be made on Free TV and/or Pay TV (with

the exception of Home Team Matches, if any, which must be transmitted as outlined below).

In relation to AV Package 1, each Licensee thereof must ensure that the Basic Feeds for the Opening Match, the two quarter-final Matches, the semi-final Match and the final Match are transmitted Live in their entirety by way of Free TV and on a television channel with Nationwide Coverage in each country within the Licensed Territory.

In relation to all AV Packages, the Basic Feed of each Home Team Match (if any) must likewise be transmitted Live by way of Free TV and on a television channel with Nationwide Coverage in the relevant country within the Licensed Territory.

If, in addition to AV Package 1, a Licensee also acquires AV Package 2 and/or AV Package 3 in respect of the Licensed Territory to which AV Package 1 relates, such Licensee will have the option to select any two of the quarter-final Matches and any one of the semi-final Matches allocated to its Licensed Media Rights Packages for Live transmission by means of Free TV and on a television channel with Nationwide Coverage in the Licensed Territory.

For the purpose of this ITT, **“Nationwide Coverage”** means, in the relevant country within each Licensed Territory, broadcast coverage that is capable of reception by not less than 95% of all television households situated in such country.

In addition, each AV Package 1 Licensee must ensure that the Basic Feed of the Final Draw and the Preliminary Draw is transmitted on a Live and/or Delayed basis for not less than 26 minutes and 5 minutes respectively (such rights being granted on a non-exclusive basis). The Basic Feeds of the “Football Fiesta” event and the opening and closing ceremonies must be transmitted Live in their entirety on a television channel with Nationwide Coverage in respect of each country within the Licensed Territory. At the end of each Competition day, each AV Package 1 Licensee must also ensure that a “round-up” programme (of not less than 45 minutes in duration) featuring Highlights of that Competition day’s Matches is transmitted on Free TV and on a channel with Nationwide Coverage in respect of each country within the Licensed Territory.

The above minimum transmission requirements may, however, be waived (whether in full or otherwise) in FIFA’s absolute discretion including, for example, if Nationwide Coverage of such Matches is not practicable in the relevant Licensed Territory (or any country within the Licensed Territory).

Licensees of AV Packages 1, 2 and 3 will be required to utilise Broadband Internet as a distribution platform in exercising their Licensed Media Rights and Bidders are encouraged to set out, in their respective Bids, detailed proposals and plans for such utilisation including, without limitation, how such Licensee proposes to involve FIFA.com in such utilisation.

(ii) Transmission Laws and Regulations

Each Licensee (a) shall ensure that all its transmissions of the Competition (or any part thereof) and all of its activities in connection with the Licensed Media Rights are undertaken (as appropriate) in full compliance with, and (b) acknowledges that the Licensed Media Rights are granted subject to, all applicable laws and regulations of the Licensed Territory including, without limitation, local laws enacting the Television Without Frontiers Directive (Directive 89/552) and in particular, those relating to the transmission of designated events of major importance to society.

4.8 Restrictions on Transmissions of Highlights

For the purpose of protecting and preserving the integrity and value of Live transmissions of the Basic Feed, each transmission of Highlights will be subject to certain restrictions, the details of which will be specifically set out in the respective Media Rights Agreements.

4.9 Exploitation Plan

Each Bidder must provide full details of its plans and proposals for exploitation of the Selected Media Rights in the Selected Territories (the “**Exploitation Plan**”) in the manner set out in the Tender Letter.

4.10 Support and Enhanced Programming

In addition to the Minimum Broadcast Commitments, Licensees of AV Packages 1, 2 and 3 will be required to transmit certain programming relating to the Competition produced by, or on behalf of, FIFA. Such programming may include, without limitation and by way of example only, “*FIFA Road to 2010*” and other FIFA support programming. Further, Licensees will be encouraged to produce and transmit original support or preview programming relating to the Competition and/or the FIFA World Cup™ generally, in full consultation with FIFA. In this regard, Bidders are required to set out details of such support programming proposals and projects (including proposed exposure and promotion of FIFA, the FIFA brand and FIFA initiatives such as the *FIFA Development Programme*) for consideration by FIFA in their Bid(s), as part of their Exploitation Plan.

Bidders are encouraged to set out proposals for providing enhanced coverage of the Competition in their Exploitation Plan. In this context, “enhanced coverage” means utilisation of additional information or audiovisual coverage from the Basic Feeds and the multi-feeds provided by the Host Broadcaster that supports or complements the Licensee’s Live transmission of the Basic Feed of each Match and the Ceremonies allocated to the Licensed Media Rights Package (such as, by way of example only, levels of utilisation of team and Competition information, different camera angles, individual player tracking and repeats of individual incidents within a Match while the Match is still taking place).

If, and to the extent that, any Licensee wishes to launch any interactive service(s) relating to its exercise of the Licensed Media Rights, whether as part of any enhanced coverage or otherwise, such service(s) will be subject to FIFA’s prior approval before launch of the relevant service. In this context, “interactive service(s)” means any type of shopping, voting, betting, gaming or other service offered to the viewer whether or not the Licensee or any third party receives any financial benefit therefrom. Notwithstanding the foregoing, each Bidder is required to set out, in its Bid, full details of any proposed interactive service(s), including potential financial benefits to FIFA, that are to be launched and/or offered in association with the exercise of the Selected Media Rights.

4.11 Advertising and Promotion

In addition to the Licensed Media Rights, it is anticipated that each Licensee will be granted a non-exclusive licence to advertise and promote, in the Licensed Territory, forthcoming transmissions of the Basic Feed of each Match allocated to its Licensed Media Rights Package(s).

Such licence will be set out in detail in the relevant Media Rights Agreement and may include, by way of illustration only and subject always to FIFA's approval and to such terms, conditions and restrictions as may be stipulated by FIFA:

- (i) use of the Marks;
- (ii) official designations for Licensees and their sub-licensees;
- (iii) premiums;
- (iv) use of official music; and
- (v) FIFA Archive Materials.

5. TENDER PROCESS

5.1 Preparation of Bid

Bidders may submit Bids for one or more of the Media Rights Packages for exploitation in a country or group of countries within the Territory. If a Bidder is also a member of a Consortium or participates in a joint bid, it may also submit a separate Bid on its own behalf. Consortium bidders and joint bidders are referred to Section 6 of this ITT.

Bidders may not make any of their Bids or subsequent negotiations for the acquisition of any of the Media Rights subject to any conditions precedent or any form of conditionality or limitation, including but not limited to the identity of, or particular arrangements being put in place with, the Host Broadcaster, the location of venues, participating teams, scheduling of Matches, or other specific requirements relating to the Competition.

Each Bidder is solely responsible for all costs, expenses and liabilities incurred by it in the preparation and submission of its Bid(s), any responses to requests for further information by FIFA and/or its associates and any negotiation with FIFA and/or its associates following receipt by FIFA of its Bid(s) (whether or not any Media Rights Agreement is entered into with such Bidder).

5.2 Content and Format of Bid

Each Bid must be submitted in accordance with the terms, conditions and procedures set out in this ITT, in the English language and in the specific form of the Tender Letter set out in Schedule 4.

Each Bid must contain detailed information and supporting documents relating to:

- (i) the proposed Licensee(s) and any proposed sub-licensee(s) including, but not limited to, ownership structure, shareholdings, financial standing, financing arrangements, track record regarding previous exploitation / broadcast of sports content, and status within the broadcast and media industry; and
- (ii) the proposed exploitation of the Selected Media Rights in each country including, but not limited to, the proposed means of transmission, exploitation plans, protective transmission measures, promotional strategies and sub-licensing strategies (if applicable); and
- (iii) all laws, regulations, orders and guidelines that are in force in each Selected Territory at the time of the submission of the Bid and those which the Bidder believes will, or may, be in force at the time of the Competition, in each case relating to, the concepts commonly known as 'public viewing rights' and 'news access rights', the insertion of on-screen credits and identifications within transmissions of the Basic Feed of the Matches, broadcast sponsorship and commercial airtime opportunities.

The specific information and supporting documents required in relation to each of these requirements is set out in further detail in the Tender Letter.

5.3 Rights Fees

Bidders are required to submit Bids which contain detailed financial commitments to FIFA. Each Bidder must clearly state in its Bid the aggregate monetary consideration that it is proposing to pay to FIFA for the Selected Media Rights Package(s) (the "**Rights Fee**").

The Rights Fee offered by each Bidder should take into consideration the overall value of the 2010 FIFA World Cup™, the direct revenue-generating opportunities available with the Selected Media Rights Package(s), the media exposure, and the business-to-business and business-to-consumer opportunities arising therefrom.

If any Bid relates to more than one Media Rights Package and/or more than one country within the Territory, the Bidder must state separately the amount of the Rights Fee applicable and/or attributable to each Media Rights Package and/or country within the Selected Territory, in the manner set out in the Tender Letter.

Where any Bidder is a rights agency, it is encouraged to set out in its Bid proposals for the allocation of revenues from entities directly exploiting the Selected Media Rights Packages. FIFA will not entertain shared revenue arrangements direct with non-agency Licensees.

(i) Currency

Although the United States dollar (US\$) is the preferred currency, the Rights Fee may be denominated in Euro (€) or British Pounds Sterling (£). For the avoidance of any doubt, no other currencies are accepted by FIFA.

(ii) Payment Schedule

The Rights Fee must be paid by wire transfer to such bank account(s) in Switzerland as FIFA may specify from time to time. The Rights Fee must be paid in instalments in accordance with a payment schedule to be determined by FIFA and set out in the relevant Media Rights Agreement. Notwithstanding the foregoing, Bidders are encouraged to set out in their Bids a proposed schedule for payment of instalments of the Rights Fee for consideration by FIFA. Although FIFA expects such instalments to be spread evenly across the period commencing on signature of the Media Rights Agreement and expiring at the end of the Rights Period, due consideration will be given to proposed payment schedules that are “front loaded”.

(iii) Taxation

The Rights Fee specified in each Bid must be the net amount(s) payable to FIFA, and all payments to be made by the Licensee to FIFA must be free and clear of, and without deduction or liability for, or on account of, any withholding taxes or other taxes, assessments, excises, imposts, currency control restrictions, governmental charges or duties of any jurisdiction that may be imposed in any country in the world. Each Bidder shall be solely responsible for any such deductions or withholdings and, to the extent that any successful Bidder is required to make such deductions and/or withholdings, the successful Bidder shall gross up the relevant amount so as to ensure that FIFA receives the full monetary amount stipulated in the Bid that it would have received were it not for such deductions and/or withholdings.

Each Bidder must set out full details of all taxes, deductions and/or withholdings (including, without limitation, currency control restrictions and regulations) that it believes (together with a detailed explanation of the rationale for such belief and supporting documentation where available) are, or may be, applicable to, and/or in respect of, the Rights Fee offered in its Bid and/or payable under any Media Rights Agreement. Each Bidder is also required to provide full details of its tax arrangements and structure in respect of its Bid. The tax structure to be employed by the Bidder in relation to its Bid shall comply with internationally accepted standards and shall not, in any way, be prejudicial (in FIFA’s opinion) to FIFA’s Swiss or non-Swiss tax position.

FIFA reserves the right to request from any prospective Licensee the provision to FIFA of professional written opinion(s) from law firm(s) and/or accounting firm(s) (the identity of such firm(s) to be agreed by FIFA) confirming that all payments to be made by such prospective Licensee to FIFA shall be free and clear of, and without deduction or liability for, or on account of, any withholding taxes or other taxes, assessments, excises, imposts, currency control restrictions, governmental charges or duties of any jurisdiction that may be imposed in the Selected Territories.

(iv) Guarantee

FIFA may require that each Licensee's obligations under a Media Rights Agreement (including payment of the Rights Fees and any other payments due to FIFA) be guaranteed by a parent company and/or a bank on terms and in a form to be prescribed by FIFA. Each bank guarantor may be located in any major European country, Japan or the USA provided always that such bank is rated with a minimum 'AA' under Standard & Poor's long-term Issue Credit Rating. Each guarantee shall be issued for the benefit of FIFA and its successors and assignees. Bidders are required to specify the proposed guarantor within their respective Bids.

(v) Special Purpose Company

FIFA reserves the right to require any prospective Licensee to establish a special purpose company (domiciled in Switzerland) for the purpose of entering into a Media Rights Agreement in respect of the grant of Media Right(s). In the event any Media Rights are granted by FIFA to such special purpose company, the prospective Licensee shall procure that the Special Purpose Company's obligations under the Media Rights Agreement (including payment of the Rights Fees and any other payments due to FIFA) are guaranteed by a parent company and/or a bank on the terms set out in Section 5.3(iv) above.

5.4 Requests for Further Information

FIFA may request clarification and/or further information from any of the Bidders at any time during the tender process by any means it considers appropriate.

Requests from Bidders for clarification and/or further information relating to this ITT must be marked for the attention of Niclas Ericson, Head of Broadcasting and Media Rights, and received by FIFA:

- (i) by way of electronic mail (e-mail) via mediatenderFIFA2010@fifa.org; and
- (ii) in the English language; and
- (iii) during the period between 3 January 2005 and 17.00 hours Central European Time on 31 January 2005.

Any such requests that are received by FIFA by any other means and/or in any other language and/or outside of the time period set out above may not be considered.

FIFA will endeavour to respond to any reasonable requests in the form considered most appropriate by FIFA. Responses to general questions may be circulated to all other Bidders, but without revealing the identity of the enquirer.

5.5 Presentation and Delivery of Bid

Each Bid must be signed for, and on behalf of, the Bidder by two authorised signatories. Bids must be submitted to FIFA by hand only (for example, by courier or registered delivery), and delivered to the following address:

c/o BKS Advokatur Notariat
Baarerstrasse 8
Neustadt-Center
Postfach 120
CH-6301 Zug
Switzerland

Each Bid must be:

- (i) marked for the attention of Tom Houseman, Head of Legal Affairs, FIFA Marketing & TV AG, and titled, *Invitation to Tender – 2010 FIFA World Cup™ European Media Rights*; and
- (ii) in the English language and comprised of **one set of original Bid documents (including duly executed Tender Letter and supporting documents) and three copies** thereof.

Each of the four sets of Bid documents must be sealed in an inner and outer envelope and clearly marked on the outer envelope ‘Original’ or ‘Copy’ (as appropriate). Any Bid submitted by any other means (including, without limitation, facsimile transmission or electronic mail) will be rejected.

5.6 Bid Deadline

Bids must be received at the address set out in Section 5.5 no later than **17.00 hours Central European Time on 11 February 2005** (the “**Submission Deadline**”).

All Bids submitted on or prior to the Submission Deadline shall be irrevocable and binding upon the relevant Bidder until (i) released by FIFA in writing; or (ii) 31 December 2005, whichever is the earlier.

5.7 Alteration and/or Revision of Bids

Each Bid that is submitted to FIFA may not thereafter be altered and/or revised unless otherwise permitted in writing by FIFA and on terms and conditions as FIFA may, in its sole discretion, stipulate. Any permitted alterations and/or revisions to a Bid (or any part thereof) shall not in any way replace or supersede such Bid (or the relevant part thereof) unless otherwise approved and accepted by FIFA in writing.

5.8 Opening of Bids

FIFA intends to open each Bid from 09.00 hours Swiss time on 14 February 2005 in the presence of a notary public to be appointed by FIFA. Bidders may not be present when Bids are opened.

5.9 Evaluation of Bids

After the Submission Deadline, FIFA intends to consider each submitted Bid which complies with the terms and conditions of this ITT.

FIFA may respond to Bids in any manner it wishes in its sole discretion including, but not limited to:

- (i) accepting or rejecting Bids;
- (ii) requesting further information, clarification or revised or amended Bids;
- (iii) pursuing negotiations (on an exclusive or non-exclusive basis as determined by FIFA in its sole discretion) with one or more Bidder(s);
- (iv) opening one or more additional rounds of selection; and/or
- (v) rejecting all Bids and conducting an entirely new selection or tender process at such time in the future as FIFA may, in its absolute discretion, determine.

Notwithstanding the foregoing, FIFA intends to develop a short-list of Bidders (the “**Shortlisted Bidders**”) following evaluation of all submitted Bids and to subsequently enter into negotiations with the Shortlisted Bidders. Selection of the Shortlisted Bidders and conduct of such negotiations shall be at FIFA’s sole discretion.

5.10 Selection of Preferred Bidders

Following the completion of negotiations with the Shortlisted Bidders, FIFA intends to select, from the Shortlisted Bidders, prospective Licensee(s) for each Media Rights Package in the relevant part of the Territory (the “**Preferred Bidder(s)**”). Each Preferred Bidder shall enter into an Exclusive Negotiation Agreement with FIFA in the form set out in Schedule 6 with the objective of finalising a Media Rights Agreement.

Notwithstanding any of the foregoing, FIFA may, in its sole discretion, proceed straight to selecting Preferred Bidder(s), rather than undergoing discussions with Shortlisted Bidders.

FIFA intends to select Preferred Bidder(s) and Licensees based on its evaluation of each Bid, any related discussions, negotiations, re-submissions or other relevant communications, and by taking into account all surrounding circumstances including, without limitation, Bid terms FIFA considers to be most appropriate and advantageous to achieving the principles and objectives set out in Section 3.2, together with the relevant Bidder’s specific proposals submitted pursuant to Sections 4.9 and 4.10 of this ITT. For the avoidance of doubt, FIFA is not obliged to accept the Bid with the most favourable monetary offer.

All selections will be made in FIFA’s sole discretion and will not be capable of appeal. FIFA will not be obliged to provide reasons for any of its decisions.

5.11 Tender Security

Each Preferred Bidder will be required to deposit with FIFA a monetary amount being one per cent (1%) of the aggregate proposed Rights Fee, subject to a maximum of United States dollars one million (US\$ 1,000,000) (the “**Tender Security**”). The Tender Security must be deposited into a bank account specified by FIFA within five Working Days of the date on which such Preferred Bidder signs the Exclusive Negotiation Agreement.

Conditional upon signature of a Media Rights Agreement in accordance with Section 5.12 below, the Tender Security provided by each Licensee will subsequently be applied in partial payment of the Rights Fee payable by the relevant Licensee pursuant to such Media Rights Agreement. If a Preferred Bidder does not, for any reason whatsoever, enter

into a Media Rights Agreement with FIFA in accordance with Section 5.12, FIFA may, at its sole discretion, retain the entire Tender Security or any part thereof subject to, and in accordance with, the terms of the Exclusive Negotiation Agreement.

5.12 Media Rights Agreement

Following the execution by a Preferred Bidder of an Exclusive Negotiation Agreement, FIFA will provide such Preferred Bidder with a draft Media Rights Agreement. Bidders are advised that any draft agreement supplied by Bidder(s) will be rejected. Each Media Rights Agreement shall appropriately incorporate the terms and conditions set out in the Schedule of Conditions in addition to other relevant provisions set out elsewhere in this ITT.

Each Preferred Bidder shall enter into the relevant Media Rights Agreement as soon as reasonably practicable after receiving the same and, in any event, in accordance with any timetable that may be established by FIFA in relation thereto.

For the avoidance of any doubt, the grant of any Media Right(s) to any prospective Licensee shall be conditional upon proper execution of an appropriate Media Rights Agreement by the parties thereto. Each Preferred Bidder acknowledges and agrees that FIFA shall have the sole right to make any official announcements in relation to this ITT and the negotiation of any Media Rights Agreement.

5.13 Indicative Timetable

The following Table 10 sets out the intended stages and timetable for the tender process. These stages and the timetable are indicative only and subject to change at FIFA's sole discretion.

Dates	Stage
20 December 2004	Issue of ITT
3 January 2005 to 31 January 2005	Question and Answer period
11 February 2005	Submission Deadline
February / March 2005	Clarification of Bids and selection of Shortlisted Bidder(s) by FIFA
March / April 2005	Negotiations with Shortlisted Bidder(s)
April / May 2005	Selection of Preferred Bidder(s) and conclusion of Media Rights Agreement(s)
May / June 2005	Anticipated official announcement of Licensee(s)

Table 10

6. SUB-LICENSING, RIGHTS AGENCIES AND CONSORTIUM BIDS

6.1 Consortium Bids

Consortia, joint ventures (whether incorporated or unincorporated) or joint bidders (each a “**Consortium**”) may submit a Bid (“**Consortium Bid(s)**”), provided that:

- (i) each member of the Consortium satisfies the criteria for Bidders set out in this ITT and the Tender Letter;
- (ii) each member of the Consortium is jointly and severally liable for the acts of each other member in relation to its Bid(s); and
- (iii) the Consortium describes the relevant terms of its Consortium arrangement in its Bid including, without limitation, any division or allocation of the Selected Territory, the Selected Media Rights Package or any transmissions of programming relating to the Competition.

Consortium Bidders are referred to Section 6.3 below, in relation to the sub-licensing of the Media Rights. For the avoidance of doubt, FIFA reserves the right, if it determines appropriate in the circumstances, to enter into direct licensing arrangements with individual members of any Consortium.

6.2 Rights Agencies

Rights agencies are invited to submit Bids relating to any or all of the Media Rights Packages in respect of any or all of the countries in the Territory. Rights agency Bidders are required to set out in their Bids full details of proposals and strategies for the sale and/or marketing and/or distribution of their respective Selected Media Rights Packages, together with proposals for the payment structure of the Rights Fee and financial parameters relating thereto (whether on a “buy-out” basis, on a sales agency/representative basis with minimum guarantee/revenue share model, or otherwise).

For the avoidance of doubt, rights agencies shall not have any authority whatsoever to commit FIFA to any legal or contractual obligations.

6.3 Sub-Licensing

Where any Licensee proposes to sub-license any of the Licensed Media Rights, it may do so in accordance with the following provisions.

- (i) It shall seek FIFA’s consent in relation to the identity of the proposed sub-licensee and the principal terms of the sub-licence (including, without limitation, the duration of any rights period, the countries in the Licensed Territory in relation to which the sub-licence is to be granted, any television channels or other services on which the rights are to be exploited, the method of transmission and the charging mechanisms applicable to such sub-licence).
- (ii) Other than with the prior written approval of FIFA, all revenues and other consideration payable by each permitted sub-licensee, pursuant to an agreement between FIFA and a rights agency, shall be free and clear of all Encumbrances.
- (iii) All revenues and other consideration payable by each permitted sub-licensee, pursuant to an agreement between FIFA and a rights agency, must be free and

clear of, and without deduction or liability for, or on account of, any withholding taxes or other taxes, assessments, excises, imposts, currency control restrictions, governmental charges or duties of any jurisdiction that may be imposed in any country in the world. Each sub-licensee shall be solely responsible for any such deductions or withholdings and, to the extent that any permitted sub-licensee is required to make such deductions and/or withholdings, the Licensee shall ensure that such sub-licensee shall gross up the relevant amount so as to ensure that FIFA and/or the Licensee receives the full monetary amount stipulated in the sub-licence that FIFA and/or the Licensee would have received were it not for such deductions and/or withholdings.

- (iv) FIFA reserves the right to require all revenues and other consideration payable by each permitted sub-licensee to be made into a bank account opened with a bank of recognised international standing and domiciled in Switzerland. FIFA may request that all assets of such special account be pledged in FIFA's favour as security for the Licensee's fulfilment of its obligations pursuant to a Media Rights Agreement.
- (v) Sub-licensees shall not be entitled to grant further sub-licences other than as expressly agreed by FIFA.
- (v) Provisions shall be included in each sub-licence agreement to ensure that FIFA reserves the unconditional right to suspend or terminate each sub-licence agreement where it reasonably believes the sub-licensee to be in breach of the Media Rights Agreement and/or the relevant sub-licence agreement.

7. LEGAL PROVISIONS

7.1 Definitions and Interpretation. In this ITT:

- (i) capitalised expressions have the respective meanings set out in the Glossary of Terms in Schedule 1 unless the context otherwise requires;
- (ii) any reference to a “person” or to an “entity” or to a “third party” or to an “organisation” includes any individual, company, body corporate, corporation (sole or aggregate), government, state or agency of a state, firm, partnership, joint venture, association, organisation or trust (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists) and a reference to any of them shall include a reference to the others; and
- (iii) any reference to a “Section” is a reference to a Section of this ITT other than any part of this Agreement contained in the Schedules; any reference to a “Schedule” is a reference to one or more of the Schedules to this ITT; and any reference to a “Paragraph” is to a Paragraph in the relevant Schedules and the Schedules form part of, and are deemed to be incorporated in, this ITT.

7.2 Conditions Precedent. The submission of any Bid to, and the consideration thereof by, FIFA is expressly conditional upon the Bidder and, in the case of a Consortium Bid, each member of the relevant Consortium, irrevocably assigning to FIFA, free of charge, all right, title and interest in, and to, any and all:

- (i) moving visual or audiovisual material relating to any matches of past FIFA events and transmissions of the same; and
- (ii) trademarks, emblems and devices (including all registrations and applications for registration in relation thereto) relating to any past or future FIFA events,

on the terms set out in Paragraph 4 of the Tender Letter.

7.3 Acceptance of Terms and Conditions. Each Bidder irrevocably and unconditionally accepts and agrees that by submitting a Bid:

- (i) it agrees to be bound by the terms, conditions and obligations set out in the Schedule of Conditions together with such other terms and conditions as FIFA may, in its sole discretion, require and which will be included in the Media Rights Agreement entered into between FIFA and each Licensee; and
- (ii) it has read and understood, and agrees and accepts, the provisions and procedures, and terms and conditions (including the outcome), of this ITT.

7.4 Accuracy of Bid Information. Each Bidder warrants, represents and undertakes to FIFA that:

- (i) all information contained in its Bid will be complete and accurate in all respects and shall not be false or misleading; and
- (ii) if, following submission of its Bid, there are any changes in such Bidder’s circumstances that may affect any of the information contained in the Bid, the Bidder shall promptly notify FIFA in writing setting out the relevant details in full.

If FIFA considers that any Bidder is, or may be, in breach of this Section 7.4, FIFA shall, without prejudice to any other rights or remedies that may be available to it, be entitled to withdraw from any discussions or negotiations with such Bidder and/or to reject its Bid, in each case without any requirement to give such Bidder any notice and without liability on the part of FIFA to such Bidder.

- 7.5 Grant of Media Rights.** FIFA reserves all rights to decide which, if any, of the Media Rights bid for by a Bidder is to be granted under the relevant Media Rights Agreement, together with the extent of any exclusivity granted in respect of such rights, all of which shall be specified in the relevant Media Rights Agreement.
- 7.6 Financial Terms and Indemnity.** The Rights Fee offered by each successful Bidder shall be paid by wire transfer into such bank account(s) in Switzerland as FIFA may specify from time to time. Each successful Bidder shall indemnify, and keep fully and effectively indemnified, FIFA and its affiliates and officers from and against all obligations on FIFA in respect of taxes, customs, duties, levies, imposts and any other charges arising from, and/or in connection with, the exercise by each such successful Bidder of the Licensed Media Rights and the discharge of any and all obligations imposed on each successful Bidder by this ITT.
- 7.7 Invitation to Tender.** This ITT (including all documents referred to herein and all related communications made by FIFA or its associates or their respective agents, employees or representatives) is no more than an invitation to tender and does not create any legally binding agreement with, nor constitute an offer that is capable of acceptance by, any entity or recipient of this ITT.
- 7.8 No Warranties, Representations or Undertakings.** This ITT is provided solely by way of explanation only and does not contain any warranties, representations or undertakings whatsoever upon which any person may rely, or seek to initiate or substantiate any legal action, against FIFA and/or its associates or their respective agents, employees and/or representatives.
- 7.9 No Insurance.** Each Bidder acknowledges and agrees that FIFA, its associates and their respective agents, employees and representatives shall have no obligation whatsoever to obtain or to maintain any form of insurance cover in respect of the cancellation, postponement, relocation or curtailment of the Competition (or any part thereof) or failure of any transmission signal.
- 7.10 Accuracy of ITT.** FIFA has taken all reasonable care to ensure that this ITT is accurate in all material respects at the time of publication. Notwithstanding the foregoing, all information contained herein is subject to amendment and/or variation by FIFA at any time and without any reason and/or prior notice being given to any Bidder or any recipient of this ITT. Accordingly, each Bidder and recipient of this ITT shall be responsible for verifying the accuracy of all information contained in this ITT and for making all necessary enquiries prior to the submission of its Bid. Neither FIFA nor any of its associates nor any of their respective agents, employees or representatives will be liable for any claims, loss or damage suffered by any Bidder, prospective Bidder or other recipient of this ITT as a result of reliance on any information contained herein, or otherwise.
- 7.11 Ownership of Bid Information.** Once received by FIFA, each Bid document becomes the physical property of FIFA and FIFA shall not be obliged to return any Bids. FIFA shall be entitled to unrestricted use, free of charge, of any commercial initiatives, creative materials, procedures, suggestions and/or recommendations contained in each Bid or otherwise provided and/or disclosed by each Bidder in discussions or correspondence

with FIFA during the tender process (the “**Bid Information**”). Each Bidder shall execute any documents or undertake other acts which may be required by FIFA for the purposes of giving FIFA the full benefit of this provision. Each Bidder waives any right of action it may have against FIFA in relation to any use of the Bid Information.

- 7.12 **Withdrawal of ITT.** FIFA may, in its sole discretion and without any liability whatsoever to any Bidder or any recipient of this ITT, withdraw this ITT in its entirety or any part thereof at any time and without any reason and/or prior notice being given to any Bidder or any recipient of this ITT.
- 7.13 **Confidentiality.** Each Bidder agrees not to disclose any Confidential Information to any third party without the prior written consent of FIFA, nor make any press announcement or other statement relating to its Bid(s), the Selected Media Rights Package(s), any Media Rights Agreement or its discussions or negotiations with FIFA in relation thereto.
- 7.14 **Governing Law and Jurisdiction.** This ITT and any Media Rights Agreement entered into pursuant to a successful Bid shall be governed by, and construed in accordance with, the laws of Switzerland (the Vienna Convention on the International Sale of Goods being expressly excluded). Any dispute relating to this ITT and/or any documents referred to herein and/or any Media Rights Agreement shall be promptly settled by the relevant parties by negotiation. If no solution can be reached, such disputes shall, to the exclusion of the courts, be exclusively referred to, and finally resolved by, an arbitral tribunal consisting of three (3) arbitrators under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chamber of Commerce. The seat of arbitration shall be Zürich, Switzerland. The language of the proceedings shall be English.
- 7.15 **Survival of Terms.** For the avoidance of doubt, the undertakings and waivers outlined in Sections 7.11 and 7.13 shall survive the termination or conclusion of the tender process and the release by FIFA of the binding offers contained in each Bid.

SCHEDULE 1

GLOSSARY OF TERMS

2014 Competition	Shall have the meaning ascribed to it in Section 3.3 of this ITT.
Announcement Date	Shall mean the date on which the official announcement of the appointment of any Licensee(s) is made by FIFA.
Audio Package	Shall have the meaning ascribed to it in Section 4.2 of this ITT.
AV Package 1	Shall have the meaning ascribed to it in Section 4.2 of this ITT.
AV Package 2	Shall have the meaning ascribed to it in Section 4.2 of this ITT.
AV Package 3	Shall have the meaning ascribed to it in Section 4.2 of this ITT.
Basic Feed	Shall mean the Live and continuous first class international broadcast quality moving image video signal incorporating slow motion replays, titles and standard FIFA graphics, with integrated international ambient sound and audio on a separate track, which is produced by the Host Broadcaster. The graphics contained in the Basic Feed shall be of a number, size and appearance as may be determined by FIFA in its sole discretion and may integrate copyright notices, trade mark legends and references to FIFA.com and the official website(s) of the Competition, the Marks and/or on-screen credits of selected Commercial Affiliates, in each case as FIFA may, from time to time, specify and/or require.
Bid	Shall mean a written offer, in the form of the Tender Letter, to acquire any or all of the Media Rights Packages and submitted to FIFA subject to, and in accordance with, the terms and conditions of this ITT.
Bid Information	Shall have the meaning ascribed to it in Section 7.11.
Bidder	Shall mean any entity which submits a Bid or Bids to FIFA in response to this ITT.
Broadband Internet	Shall mean the geo-blocked digital transmission of audio material and/or still or moving visual or audiovisual material by means of any telecommunications system utilising TCP/IP protocols and/or related protocols and bandwidth suitable, in FIFA's opinion, for high quality, clear and continuous reception of moving sports images and which transmission is intended for reception only by means of Television Sets.
Cable Television	Shall mean the analogue or digital transmission of audio material and/or still or moving visual or audiovisual material by way of coaxial, fibre-optic or any other form of cable, or by means of microwave dish systems (commonly known as MMDS or wireless cable), master antenna television systems (MATV) and satellite master antenna television systems (SMATV) which transmission is intended for reception only by means of Television Sets, but excluding transmissions by means of Broadband Internet.

Ceremonies	Shall mean the events owned, organised and controlled by FIFA which are to form part of the Competition, including the Preliminary Draw, the Final Draw, the opening ceremony scheduled to take place immediately before the Opening Match, the closing ceremony and (if held) the event currently known as the “Football Fiesta” which is scheduled to precede the Matches and the opening ceremony.
Commentary	Shall mean the “live” and continuous international broadcast quality audio-only signal (produced by a Licensee and delivered from a commentary booth within the relevant stadium) carrying contemporaneous verbal account and/or commentary (including background sound) of a Match.
Commercial Affiliates	Shall mean any entity to which any sponsorship or other commercial rights have been, or may be, lawfully assigned, licensed, sub-licensed or sub-contracted by FIFA in relation to the Competition (or any part thereof).
Competition	Shall have the meaning ascribed to it in Section 2.2.
Competition Format	Shall mean the scheduled format of the Competition as described in Section 2.2(ii).
Confidential Information	Shall have the meaning ascribed to it in Paragraph 5 of the Tender Letter.
Consortium	Shall have the meaning ascribed to it in Section 6.1, and “ Consortia ” shall be construed accordingly.
Consortium Bid(s)	Shall have the meaning ascribed to it in Section 6.1.
Delayed	Shall mean the transmission of a recording of the Basic Feed of a Match or Ceremonies in its entirety, without limit to the number of such transmissions, at any time during the Rights Period after, in the case of a Match, the conclusion of all Matches that are played on the Competition day on which such Match is played, and in the case of Ceremonies, the official conclusion of the relevant Ceremony.
Encumbrance	Shall mean any mortgage, charge, security interest, lien, pledge, hypothecation, assignment by way of security, equity, claim, right, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including retention of title claim), conflicting claim of ownership or any other third party right or encumbrance of any nature whatsoever (whether or not perfected).
Excluded Rights	Shall have the meaning ascribed to it in Section 4.6.
Exclusive Negotiation Agreement	Shall mean FIFA’s standard form exclusive negotiation agreement which is, at the time of publication of this ITT, in the form set out in Schedule 6.
Exploitation Plan	Shall have the meaning ascribed to it in Section 4.9.
FIFA Archive Materials	Shall mean any audiovisual materials (including, without limitation, still and moving video images) and/or audio-only materials (including

without limitation, commentary) owned and/or controlled by FIFA and relating to any football matches comprising any FIFA World Cup™ tournament staged at any time prior to 2010.

FIFA Confederations	Shall mean, as at the date of publication of this ITT, the Asian Football Confederation (AFC), the Confédération Africaine de Football (CAF), the Confederation of North, Central American and Caribbean Association Football (CONCACAF), the Confederación Sudamericana de Fútbol (CONMEBOL), the Union des associations européennes de football (UEFA) and the Oceania Football Confederation (OFC), and any replacements thereto and/or successor organisations thereof.
FIFA Radio	Shall mean audio-only programming to be produced by, or on behalf of, or in conjunction with, FIFA and transmitted via FIFA.com.
FIFA TV	Shall mean any audiovisual programming including, without limitation, “ <i>FIFA Road to 2010</i> ” and other FIFA television programmes that are produced by, or on behalf of, or in conjunction with, FIFA.
FIFA.com	Shall mean any Internet website owned and/or controlled by FIFA.
Final Draw	Shall mean the official FIFA event at which each participating team is allocated to one of eight groups of teams scheduled to compete in the Competition.
Free TV	Shall mean any television service or channel (or package of services or channels) which may be viewed by all recipients without any payment other than fees or taxes imposed by any state or local government (or agency thereof) for ownership of a Television Set or for general reception of, or access to, such service or channel (or package of services or channels).
Highlights	Shall mean any edited segment(s) or extract(s) of any audiovisual recording of the Basic Feed (or any part thereof).
Home Team Match	Shall mean, in respect of any individual country within the Licensed Territories, any Match featuring the national team of that country.
Host Broadcaster	Shall mean the entity or entities appointed by FIFA to produce and create the Basic Feed for each of the Matches.
Licensed Media Rights Package	Shall mean the Media Rights Package which is licensed by FIFA to a Licensee pursuant to a Media Rights Agreement, and “ Licensed Media Rights ” shall be construed accordingly.
Licensed Territory	Shall mean the country, countries and/or region(s) within the Territory and in relation to which a Licensee is permitted, pursuant to a Media Rights Agreement, to exercise the Licensed Media Rights.
Licensee	Shall mean any entity which is granted a licence to exercise any of the Media Rights pursuant to a Media Rights Agreement.
Live	Shall mean the transmission of the Basic Feed or audio-only coverage of a Match in its entirety, in real time and contemporaneous with such Match taking place (subject to any minor delay occurring as a result of

technical reasons acceptable to FIFA).

Marks	Shall mean the trade marks, service marks, names and principal logos owned and/or controlled by FIFA and relating to FIFA and/or the Competition, as specified by FIFA.
Matches	Shall mean the football matches (including extra time and penalty shoot-out phases of such matches) comprising the Competition, and “ Match ” shall refer to any one of the Matches.
Media Rights	Shall mean those rights comprised in each Media Rights Package and more fully described in Section 4 of this ITT.
Media Rights Agreement	Shall mean the written agreement to be entered into between FIFA and a Licensee setting out the terms and conditions upon which such Licensee is granted the right to exploit any one or more of the Media Rights Packages in any one or more of the countries in the Territory.
Media Rights Packages	Shall mean the packages of rights referred to as AV Package 1, AV Package 2, AV Package 3 and the Audio Package, and “ Media Rights Package ” shall refer to any one of the Media Rights Packages.
Minimum Broadcast Commitments	Shall mean those terms and conditions set out in Section 4.7.
Mobile Device	<p>Shall mean any wireless device, whether now known or devised in the future, which is:</p> <ul style="list-style-type: none"> (i) designed or adapted to be capable of being operated whilst the user is in motion; and (ii) capable of receiving audio material and/or still or moving visual or audiovisual material; and (iii) either handheld or installed in a moving vehicle, <p>but expressly excluding any television set, whether handheld or installed in a moving vehicle, which does not have any telephony or other communications capability.</p>

Mobile Rights	Shall have the meaning ascribed to it in Section 4.6(i).
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Mobile Technology	<p>Shall mean:</p> <ul style="list-style-type: none"> (i) any of the following wireless telecommunications technologies: General Packet Radio Services (GPRS), Global System for Mobile Communications (GSM), Enhanced Data GSM Environment (EDGE), Code Division Multiple Access (CDMA), High Speed Circuit Switched Data (HSCSD), Personal Communications Networks (PCN), Wireless Application Protocol (WAP), Universal Mobile Telecommunications System (UMTS), Bluetooth, Wi-Fi and any similar, related or derivative technology; and (ii) any other wireless telecommunications technology which utilises radio frequency spectrum in any band and/or TCP/IP protocols or any other protocols including, without limitation, Digital Video
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Broadcasting – Handheld (DVB-H) and IP Datacast over DVB-H (commonly known as IP Datacast) but only to the extent that such technology is used to transmit audio material and/or still or moving visual or audiovisual material (whether in analogue or digital form) to or from a mobile device.

Nationwide Coverage Shall have the meaning ascribed to it in Section 4.7(i) of this ITT.

Other FIFA Events Shall have the meaning ascribed to it in Section 3.3 of this ITT.

Pay TV Shall mean any television service or channel (or package of services or channels) which may only be viewed by recipients on payment of a fee or other charge (other than fees or taxes imposed by any state or local government (or agency thereof) for ownership of a Television Set for general reception of, or access to, such service or channel (or package of services or channels)), but excluding any Pay-Per-View and Video-On-Demand services.

Pay-Per-View Shall mean any transmission of a programme or package of television programmes in respect of which, (i) a charge or charges are levied on a per programme, per occasion, per day (or other period) or per package of programmes basis (which charge(s) shall be in addition to any subscription fees or charges paid by viewers in consideration for the right to view the particular service or channel of which the transmission forms part); and (ii) the time for each such transmission is designated by the provider of that transmission (and not by the viewer).

Preferred Bidder(s) Shall have the meaning ascribed to it in Section 5.10.

Preliminary Draw Shall mean the official FIFA event at which the qualifying groups for the preliminary competition of the 2010 FIFA World Cup™ are determined.

Radio Shall mean the analogue or digital transmission of audio-only material (not synchronised with any still or moving visual or audiovisual material) by means of wireless telegraphy, satellite, cable or the Internet (geo-blocked).

Rights Fee Shall have the meaning ascribed to it in Section 5.3.

Rights Period Shall mean, in relation to each Licensee, the period commencing on the later of 1st January 2007 and the date of signature of the applicable Media Rights Agreement and expiring on 30th September 2010.

Satellite Television Shall mean the encrypted analogue or digital transmission of audio material and/or still or moving visual or audiovisual material by means of a satellite system whereby such signal is initially transmitted to a satellite situated beyond the Earth's atmosphere and is subsequently re-transmitted by transponders or similar devices for reception by a satellite dish and de-coding at the place where the viewer will view such transmission and which transmission is intended only for reception on Television Sets.

Schedule of Conditions	Shall mean the terms and conditions set out in Schedule 5 hereof.
Selected Media Rights Package	Shall mean the Media Rights Package selected by a Bidder in accordance with this ITT and set out in its Bid and “ Selected Media Rights ” shall be construed accordingly.
Selected Territory	Shall mean the individual country or group of countries within the Territory in relation to which a Bidder wishes to exercise the Selected Media Rights Package(s) as set out in its Bid.
Shortlisted Bidders	Shall have the meaning ascribed to it in Section 5.9.
Television Set	Shall mean any television set, personal computer or laptop, or similar fixed or portable monitor, but expressly excluding any Mobile Device and, for the avoidance of doubt, including any television set, whether handheld or installed in a moving vehicle, which does not have any telephony or other communications capability.
Tender Letter	Shall mean the letter containing the written offer of any Bidder in the form set out in Schedule 4 hereof.
Tender Security	Shall have the meaning ascribed to it in Section 5.11.
Terrestrial Television	Shall mean the analogue or digital transmission of audio material and/or still or moving visual or audiovisual material by means of wireless telegraphy signals which are transmitted by fixed land-based transmissions stations and which are intended for reception only on Television Sets.
Territory	Shall mean all of those individual countries set out in Schedule 3 together with all possessions and/or protectorates of such countries.
Unilateral Coverage	Shall mean all audio, visual (both still and moving) and audiovisual material of any element of, and/or relating to, the Competition including, without limitation, audiovisual footage of any Match or Ceremony produced by, or on behalf of, the Licensee.
Video-On-Demand	Shall mean any transmission of a television programme or package of television programmes in respect of which the time for each such transmission is designated by the viewer and not from a selection of viewing times scheduled by the provider of that broadcast or transmission (whether or not a charge or charges are levied in respect of such transmission).
Working Day	Shall mean any day which is not a Saturday, Sunday or a public holiday in Zürich, Switzerland.

SCHEDULE 2

OTHER FIFA EVENTS

2007-2010	2011-2014
2007 FIFA Women's World Cup China	2011 FIFA Women's World Cup
2007 FIFA World Youth Championship Canada	2011 FIFA World Youth Championship
2007 FIFA U-17 World Championship	2011 FIFA U-17 World Championship
2007 FIFA Beach Soccer World Championship Brazil	2011 FIFA Beach Soccer World Championship
2008 FIFA U-20 Women's World Championship	2012 FIFA U-20 Women's World Championship
2008 FIFA Beach Soccer World Championship Brazil	2012 FIFA Beach Soccer World Championship
2008 Futsal World Championship	2012 Futsal World Championship
2009 FIFA World Youth Championship	2013 FIFA World Youth Championship
2009 FIFA U-17 World Championship	2013 FIFA U-17 World Championship
2009 FIFA Beach Soccer World Championship	2013 FIFA Beach Soccer World Championship
2009 FIFA Confederations Cup South Africa	2013 FIFA Confederations Cup
2010 FIFA Beach Soccer World Championship	2014 Beach Soccer World Championship
2010 FIFA U-20 Women's World Championship	2014 FIFA U-20 Women's World Championship

Note: Dates and venues are subject to final written confirmation from FIFA.

SCHEDULE 3

TERRITORY

Albania	Estonia	Liechtenstein	San Marino
Andorra	Faroe Islands	Lithuania	Serbia-Montenegro
Armenia	Finland	Luxembourg	Slovakia
Austria	France	Macedonia	Spain
Azerbaijan	Georgia	Madeira	Slovenia
Azores	Germany	Malta	Sweden
Belarus	Greece	Moldova	Switzerland
Belgium	Greenland	Monaco	Turkey
Bosnia-Herzegovina	Hungary	Netherlands	Ukraine
Bulgaria	Iceland	Norway	United Kingdom
Croatia	Ireland	Poland	Vatican
Cyprus	Israel	Portugal	
Czech Republic	Italy	Romania	
Denmark	Latvia	Russia	



SCHEDULE 4

FORM OF TENDER LETTER

[To be typed on Bidder's Letterhead]

[Date]

Fédération Internationale
de Football Association (FIFA)
FIFA House
Hitzigweg 11
PO Box 85
8030 Zürich
Switzerland

Dear Sirs

Invitation to Tender - 2010 FIFA World Cup™ European Media Rights

We acknowledge receipt of the Invitation to Tender dated 20 December 2004 ("ITT"), and fully understand and accept the terms, conditions and procedures set out therein.

In accordance with the requirements of the ITT, we hereby submit an irrevocable offer to acquire the Media Rights Package(s) set out below (the "**Bid**"). For the purposes of this Bid, such Media Rights Packages shall be referred to as the "**Selected Media Rights Package(s)**".

We confirm that:

- each element of this Bid has been formulated with regard to, and with a view to successfully achieving, the aims and objectives of FIFA as set out in the ITT; and
- this Bid has been structured with regard to, and shall be compatible with, the Competition Format as set out in the ITT, and
- we accept the terms, conditions and obligations contained in the Schedule of Conditions and agree that they will, if required by FIFA, be reflected in a Media Rights Agreement in the event that the offer contained in this Bid (as may be amended by agreement with FIFA) is accepted by FIFA; and
- no element of this Bid is conditional upon any event, fact or circumstance, other than (i) the assignment set out in Paragraph 4 of this Tender Letter, and (ii) the acceptance by FIFA of the offer contained in this Bid; and
- we unconditionally accept the form of Exclusive Negotiation Agreement and agree to enter into such agreement in the event we are selected as a Preferred Bidder.

Capitalised expressions used in this Bid shall have the same meaning ascribed to them in the ITT unless otherwise expressly defined in this Bid.

1. Information relating to the proposed Licensee

We confirm that, for the purposes of this Bid, the Licensee for the purpose of exercising the Selected Media Rights proposed to be granted is []¹:

(a) General Information

Please provide full details of the proposed Licensee, including but not limited to the proposed Licensee's business, its main activities and details of the proposed Licensee's status in the broadcast and media industries. Please also provide an outline of the proposed Licensee's ownership and corporate structure including, but not limited to, group structures and shareholdings, together with details of the senior management responsible for the proposed Licensee's sports media activities.²

(b) Financial Standing and Financing Arrangements

Please provide details (including supporting documents) of the proposed Licensee's financial status including, but not limited to, details of the most recent corporate accounts, general financial performance and any applicable credit ratings. Please also provide details of the methods by which the proposed Licensee proposes to finance the exercise of the Selected Media Rights Package(s) and payment of the Rights Fees.³

(c) Guarantee

We acknowledge and agree that FIFA may require that the proposed Licensee's obligations (including, but not limited to, the payment of Rights Fees) under any Media Rights Agreement be guaranteed by a suitable guarantor organisation in accordance with Section 5.3(iv) of the ITT. We hereby propose that []⁴ shall be appointed as a guarantor of such obligations and enters into guarantee arrangements acceptable to FIFA in relation thereto.⁵

(d) Sports Rights Experience

Please provide details (including supporting documents) of the proposed Licensee's recent track record relating to the exploitation of sports media rights properties.⁶

¹ Please insert the full corporate name of the proposed Licensee. In the case of a Consortium Bid or a joint bid, please state this clearly and also provide the full corporate names of each member of the Consortium or organisation forming part of the joint bid.

² The information required by this Paragraph should also be provided in relation to each member of a Consortium or joint bidder, if applicable.

³ The information required by this Paragraph should also be provided in relation to each member of a Consortium or joint bidder, if applicable.

⁴ Please insert full corporate name of proposed guarantor.

⁵ Please provide further details of the guarantor, including but not limited to its relationship with the proposed Licensee organisation and its financial standing.

⁶ The information required by this Paragraph should also be provided in relation to each member of a Consortium or joint bidder, if applicable.

2. Details of Bid for Selected Media Rights Package(s)

We hereby make our Bid for the grant of Selected Media Rights Package(s) in the Selected Territories set out in the Appendix of this letter, on the following financial terms.

(a) Rights Fee

The aggregate amount of our Bid, which represents a net amount payable to FIFA in the event our Bid is successful, is [*insert currency in words*] [*insert figure in words*] ([*insert currency in symbols*] [*insert figure in numbers*]) (“**Rights Fee**”), which shall be allocated across the Selected Media Rights Packages and the Selected Territories as set out in Appendix 1.⁷

(b) Schedule of Payment

We acknowledge and agree that the Rights Fee will be paid in instalments in accordance with a payment schedule to be determined by FIFA and set out in an appropriate Media Rights Agreement. However, we propose, for FIFA’s consideration, that the aggregate Rights Fee be paid in the following instalment(s) and on the following date(s):

Instalment Amount ([<i>currency symbol</i>])	Payment Date
[<i>insert figure in numbers</i>]	On or before [<i>insert date</i>]

(c) Further Payment Proposals

If any further methods of payment are proposed such as, in the case of agency Bidders, “buyout”, sales agency/representative guarantee and/or revenue share arrangements, please provide full details. Please refer to Sections 5.3 and 6.2 of the ITT.

(d) Tender Security

In the event FIFA notifies us of our status as a Preferred Bidder pursuant to Section 5.10 of the ITT, we shall present to FIFA two (2) signed originals of the Exclusive Negotiation Agreement, and shall deposit by way of wire transfer, within five (5) Working Days of the date on which we execute the Exclusive Negotiation Agreement, the Tender Security into such bank account(s) in Switzerland as may be specified by FIFA.

We irrevocably and unconditionally acknowledge and agree that if we fail to enter into a Media Rights Agreement with FIFA, for any reason whatsoever, then FIFA may retain the entire Tender Security or any part thereof, subject to and in accordance with the terms of the Exclusive Negotiation Agreement, without prejudice to any other rights or remedies available to FIFA.

(e) Net Payment

We agree that all payments (including, without limitation, the Rights Fee and all revenues payable by permitted sub-licensees) to be made to FIFA shall be free and clear of, and without deduction or liability for or on account of any, withholding taxes or other taxes,

⁷ Note that, in the case of agency bidders, if a Bid is submitted on the basis of payment of a minimum guarantee and subsequent revenue share arrangements, any such minimum guarantee should be referred to as the “Rights Fee” for the purposes of such Bid, and the amount of such minimum guarantee should be specified in this Paragraph. Please refer to Sections 5.3 and 6.2 of the ITT.

assessments, excises, imposts, currency control restrictions, governmental charges, or duties of any jurisdiction that may be imposed in any country in the world now existing or hereinafter imposed. We further agree that we shall be solely responsible for any such deductions or withholdings and, to the extent that we are required to make such deductions and/or withholdings, we shall gross up the relevant amount so as to ensure that FIFA receives the full monetary amount stipulated in this Bid that it would have received if not for such deductions and/or withholdings.

(f) Taxation

Please provide full details (including supporting documentation) of all taxes, deductions and withholdings (including, without limitation, currency control restrictions and regulations) that the prospective Licensee (or, in the case of a Consortium, any member thereof) believes (together with a detailed explanation of the rationale for such belief) are, or may be, applicable to, or in respect of, the Rights Fee or any part thereof, or in relation to any grant of rights to sub-licensees (if applicable). Please also provide full details of the tax structure to be employed by the prospective Licensee in relation to its Bid.

3. **Exercise of Selected Media Rights Package(s)**

We set out below full details of the methods by which we propose to exploit the Selected Media Rights Package in the Selected Territories.

(a) Selected Media Rights Package(s)

Please set out the Media Rights Package(s) to which the Bid relates.

(b) Scheduling of Transmission

Please confirm, in respect of the Selected Media Rights Package(s), whether or not the Matches and Ceremonies allocated to such Selected Media Rights Package(s) are, in addition to being transmitted Live, to be shown on a Delayed basis and the proposals to ensure full compliance with the Minimum Broadcast Commitments.

(c) Exploitation Plan

Please describe your plan for the exploitation of the Selected Media Rights Package(s) including, but not limited to, details of the means of transmission of each Match and Ceremony allocated thereto, specifying which of the different transmission methods (as applicable) will be used by the proposed Licensee (subject to the Minimum Broadcast Commitments), the anticipated scope and quality of Match and Ceremony coverage, the planned level of public access to such broadcast coverage, the service(s) and/or channel(s) upon which broadcast coverage will be available, enhanced and/or interactive broadcast coverage, and proposals for the creation and transmission of original support programming.

(d) Sub-licensing⁸

If the Exploitation Plan involves the sub-licensing of any of the Selected Media Rights, full details of any proposed sub-licensing arrangements must be set out here including, but not limited to, the identity of each proposed sub-licensee, the information requested

⁸ If applicable.

pursuant to Paragraph 1 of this Tender Letter in respect of each proposed sub-licensee, and all other material information.

We acknowledge and agree that the principal terms of any such proposed sub-licence shall be subject to FIFA's prior written approval.

(e) Promotional Strategy

Please provide details regarding the proposed Licensee's marketing and sponsorship strategies relating to the exploitation of the relevant Selected Media Rights Package(s) including, but not limited to, details specifying how the proposed Licensee will market and promote the FIFA brand and the Competition as a whole.

(f) Applicable Laws

Please provide full information and details of all laws, regulations, orders and guidelines that are in force in each Selected Territory at the time of the submission of this Bid and which the Bidder believes will, or may, be in force at the time of the Competition, in each case relating to, and/or applicable in respect of, the concepts commonly known as 'public viewing rights' and 'news access rights', on-screen credits and identifications, broadcast sponsorship and commercial airtime opportunities.

4. Assignment of Intellectual Property and other Proprietary Rights

Pursuant to the conditions precedent set out in Section 7.2 of the ITT, [we] [each member of our Consortium]⁹ hereby irrevocably assign(s), free of charge, to FIFA with full title guarantee all its legal and beneficial right, title and interest in, and to, any and all:

- (i) moving visual or audiovisual material relating to any matches of past FIFA events and transmissions of the same; and
- (ii) trademarks, emblems and devices (including all registrations and applications for registration in relation thereto) relating to any past or future FIFA events,

and all copyright and other intellectual property rights in relation to the same. Such assignment shall apply in each case to the extent that such right, title and interest is in the possession of, and/or owned by, and/or under the control of, [the proposed Licensee] [each member of our Consortium]¹⁰ and shall operate, to the extent legally possible, by way of a present assignment of all present and future right, title and interest throughout the world (so far as the same may by law be assigned) to hold unto FIFA, its successors in title and assigns absolutely for the full period of such intellectual property rights throughout the world including all renewals, reversions and extensions thereof. [The proposed Licensee] [each member of our Consortium]¹¹ shall execute all documentation required by FIFA to give full legal effect to such irrevocable assignment to FIFA of intellectual property and other proprietary rights.

⁹ Delete as appropriate.

¹⁰ Delete as appropriate.

¹¹ Delete as appropriate.

5. Confidentiality

We agree to keep confidential, and shall not disclose to any person (including, without limitation, the press and media), any and all Confidential Information which has been, or may be, disclosed to us by, or on behalf of, FIFA except insofar as the Confidential Information:

- (a) is required by a person employed or engaged by us in connection with the preparation of our Bid(s) or the negotiation or proper performance of the Media Rights Agreement; or
- (b) is required to be disclosed by law or by applicable regulation, or any valid order of a court of competent jurisdiction, or at the request or direction of any governmental or regulatory authority or agency.

Without prejudice to the foregoing and unless FIFA chooses otherwise, we covenant with, and undertake to, FIFA that no announcement or statement howsoever relating to our Bid(s), the Selected Media Rights Package(s), the Media Rights Agreement or our discussions or negotiations with FIFA in relation thereto shall be made by us, or on our behalf, without the prior written approval of FIFA (such approval to be given or withheld at FIFA's sole discretion).

Any disclosure of Confidential Information permitted under this Paragraph 5 shall be in confidence, and shall only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties. We shall procure that all such persons are aware of, and comply with, such obligations of confidentiality.

We hereby undertake to FIFA to use the Confidential Information solely in connection with the preparation of our Bid(s) and not otherwise for our own benefit or the benefit of any third party.

“Confidential Information” means all information in whatever form (including, without limitation, written, oral, visual or electronic) relating directly or indirectly to the content of the discussions and negotiations between FIFA and the Bidder relating to this Bid and/or any Media Rights Agreement, the fact that the parties are discussing and/or negotiating this Bid and/or any Media Rights Agreement and the status of those discussions or negotiations, the existence, nature and terms of this Bid, or any subsequent negotiations, agreements or arrangement relating thereto, and all information (whether of a technical nature or otherwise) relating to the business or affairs of FIFA (or its agents, or associated or subsidiary entities) as may be communicated to us during the tender process and any subsequent negotiations.

6. General

We acknowledge that we are solely responsible for all costs, expenses and liabilities incurred by us in the preparation and submission of this Bid, any responses to requests for further information by FIFA and/or its associates and any negotiations with FIFA and/or its associates following receipt by FIFA of this Bid (whether or not any Media Rights Agreement is entered into by us).

We acknowledge and agree that this Bid is irrevocable and binding on us until (i) such time as we are notified otherwise by FIFA in writing; or (ii) 31 December 2005, whichever is the earlier. We further acknowledge and agree that this Bid may not be amended or withdrawn without FIFA's prior written consent, and that any revisions and/or amendments to this Bid that have previously been approved by FIFA in writing shall likewise be irrevocable and binding on us.

We warrant, represent and undertake to FIFA and its associates [on a joint and several basis]¹² that:

- (a) the information contained in this Bid and otherwise provided to FIFA and/or its associates during the tender process is, and shall be, complete and accurate in all respects and is not, and shall not be, false or misleading in any way; and
- (b) if, following submission of this Bid there are any changes in our circumstances that may affect any of the information contained in this Bid, we shall promptly notify FIFA in writing setting out the relevant details in full.

We acknowledge that if FIFA considers that we are, or may be, in breach of this Paragraph 6, FIFA shall, without prejudice to any other rights or remedies that may be available to it, be entitled to withdraw from any discussions or negotiations with us with regard to this Bid without any requirement to give notice and without liability on the part of FIFA to us.

7. Governing Law and Arbitration

We irrevocably acknowledge and agree that our Bid and the entire tender process shall be governed by, and construed in accordance, with the laws of Switzerland (excluding the Vienna Convention of the International Sale of Goods).

Any disputes arising in connection with our Bid and the entire tender process shall be promptly settled by negotiation between the relevant parties. If no solution can be reached, such disputes shall, to the exclusion of all courts, be exclusively referred to, and finally resolved by, an arbitral tribunal consisting of three arbitrators conducted under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chamber of Commerce. The seat of the arbitration shall be Zürich, Switzerland. The language of the proceedings shall be English.

8. Contact Details

The following contact details should be used in respect of any further correspondence relating to this Bid:¹³

Name: []

Title/Position: []

Address: []

Telephone: []

Email: []

Fax: []

Yours faithfully,

¹² Words in square brackets to be included in respect of Consortium Bids or joint bids.

¹³ This information should be provided in respect of each Consortium member and each joint bidder, if applicable.

Signed: _____

for and on behalf of *[Insert full corporate name of Bidder]*

by: _____ *[Insert name and position]*¹⁴

Signed: _____

for and on behalf of *[Insert full corporate name of Bidder]*

by: _____ *[Insert name and position]*¹⁵

¹⁴ To be signed by the Bidder, the proposed Licensee (if different), the guarantor and each known sub-licensee, joint bidder and/or Consortium member, if applicable.

¹⁵ To be signed by the Bidder, the proposed Licensee (if different), the guarantor and each known sub-licensee, joint bidder and/or Consortium member, if applicable.

APPENDIX TO TENDER LETTER

Selected Media Rights Matrix

	Selected Media Rights Packages				
Country	AV Package 1	AV Package 2	AV Package 3	Audio Package	Total per Country
Albania					
Andorra					
Armenia					
Austria					
Azerbaijan					
Belarus					
Belgium					
Bosnia-Herzegovina					
Bulgaria					
Croatia					
Cyprus					
Czech Republic					
Denmark					
Estonia					
Faroe Islands					
Finland					
France					
Georgia					
Germany					
Greece					
Hungary					
Iceland					
Ireland					
Israel					

	Selected Media Rights Packages				
Country	AV Package 1	AV Package 2	AV Package 3	Audio Package	Total per Country
Italy					
Latvia					
Liechtenstein					
Lithuania					
Luxembourg					
Macedonia					
Malta					
Moldova					
Monaco					
Netherlands					
Norway					
Poland					
Portugal					
Romania					
Russia					
San Marino					
Serbia-Montenegro					
Slovakia					
Slovenia					
Spain					
Switzerland					
Turkey					
Ukraine					
United Kingdom					
Vatican					
Total By Package					
Total Rights Fee					

SCHEDULE 5

SCHEDULE OF CONDITIONS

1. Basic Feed, Unilateral Coverage and Technical Facilities

- 1.1 FIFA agrees to ensure that the Host Broadcaster will deliver to the Licensee the Basic Feed of each Match and the Ceremonies by way of a fully redundant connection to the relevant international telecommunications gateway or such other point(s) of delivery as FIFA may, from time to time, determine. In addition, FIFA agrees to ensure that the Host Broadcaster will produce and deliver a first class international broadcast quality multi-feed to the Licensee to enhance and supplement the Basic Feed.
- 1.2 Subject always to such rules and guidelines as may be published by FIFA from time to time (including, without limitation, the broadcaster manual), each Licensee may, subject to FIFA's prior written approval, be granted access to those stadia in which the Matches and Ceremonies included in its Licensed Media Rights Package(s) which the Licensee is obliged to transmit Live, are staged for the purpose of producing permitted Unilateral Coverage thereof.
- 1.3 Each Licensee shall solely bear all costs and expenses:
 - (i) incurred in the collection and retransmission of the Basic Feed from the international telecommunications gateway or other points of delivery to the Licensee including, without limitation, all charges for earth station services, uplink, downlink and satellite space;
 - (ii) of production facilities and services provided by the Host Broadcaster to the Licensee (in accordance with applicable rate cards) including, without limitation, commentary booths and positions, unilateral control rooms, traffic and routing co-ordination services and personnel; and
 - (iii) any other activities undertaken by, or required of, the Licensee pursuant to its Media Rights Agreement.

2. Use of Basic Feed

In relation to the exercise of Licensed Media Rights, each Licensee must:

- 2.1 fully comply with the Minimum Broadcast Commitments;
- 2.2 ensure that no commercial breaks or other interruptions are inserted, during actual Match play (which, for the avoidance of any doubt, includes the first half, the second half, extra-time periods, and from the beginning until the end of penalty kicks), in Live and Delayed transmissions of any of the Matches;
- 2.3 not in any way cut, alter or edit the Basic Feed of the Matches allocated to its Licensed Media Rights Package(s) other than for the following specific purposes:
 - (i) of adding permitted voice overlays and commentary in accordance with international broadcast standards;
 - (ii) of creating and/or producing:

- (a) permitted Highlights; and/or
- (b) the Licensee's regularly scheduled news programmes; and/or
- (c) promotional trailers promoting the Licensee's exercise of the Licensed Media Rights;
- (iii) to superimpose permitted graphics or factual information without any commercial elements whatsoever; and
- (iv) to superimpose the Licensee's own customary channel identification logo (maximum size of 13 lines based on 525-line configuration, 15 lines based on 625 line configuration, and 26 lines based on HDTV 1080i) within its transmissions in accordance with such rules and guidelines as may be published by FIFA from time to time (including, without limitation, the broadcaster manual); and
- (v) for the creation of permitted support programming and/or enhanced or interactive coverage as set out in Section 4.10 of the ITT,

provided in all cases that such editing does not in any way (a) delete, alter or interfere with the content of the individual visual frames of the Basic Feed nor affect the integrity of the Basic Feed in any way including, without limitation and by way of example only, by "shrinking" the Match play or including "crawler" or "ticker" messages or electronic / virtual enhancements (including, without limitation, virtual advertising boards) on screen during Match play other than where the same has been approved by FIFA in writing in advance; (b) obscure or impair the viewing of the Match, the in-stadia pitch-level advertising boards and/or on-screen graphics incorporated within the Basic Feed or otherwise alter, change or modify any of the real time images depicted in the Basic Feed and originated on-site at each allocated Match; (c) remove any credits, copyright notices or trade mark legends; and (d) include any commercial or other identification other than as permitted by FIFA.

- 2.4 not use or exploit, nor permit to be used or exploited, (a) any moving video images or audio sound contained in the Basic Feed, or any other moving video images or audio sound of, or associated with, any of the Matches or Ceremonies including, without limitation, any still picture, graphical image or audio sound derived therefrom, or (b) broadcast sponsorship opportunities, commercial airtime opportunities or on-screen timing and replay graphic sponsorship opportunities, in each case during or around the transmission of the Basic Feed of any Match or the Ceremonies:

- (i) in any advertisement in any medium whatsoever marketing and/or promoting any goods and/or services; or
- (ii) as any form of express or implied endorsement of any products or services by FIFA and/or the Competition,

in each case other than as expressly permitted by FIFA.

- 2.5 ensure that each Live transmission of the Basic Feed of each Match allocated to its Licensed Media Rights Package(s) commences not less than three minutes prior to each scheduled Match kick-off.

3. Encryption and Overspill Prevention and Protection of Mobile Licensees

- 3.1 Each Licensee must:

- (i) procure that each audiovisual satellite transmission of the Basic Feed and Unilateral Coverage is encrypted or geo-blocked (as appropriate) so as to prevent such transmission from being received and/or viewed outside of the Licensed Territory;
 - (ii) employ all other commercially available means (including, without limitation, geo-blocking, digital rights management and content protection devices and technologies) as far as possible to FIFA's satisfaction to ensure that its audiovisual transmissions of the Basic Feed and Unilateral Coverage is not capable of reception or viewing either outside of the Licensed Territory or via Mobile Devices;
 - (iii) ensure that no trailer, advertisement or promotion which is made available by, or on behalf of, or with the authority of, the Licensee will expressly or impliedly represent that all or any part of its audiovisual transmissions of the Basic Feed and/or Unilateral Coverage is available for reception and viewing on Mobile Devices anywhere in the world (including, without limitation, the Territory); and
 - (iv) not otherwise market, promote or advertise any of its audiovisual transmissions of the Basic Feed and/or Unilateral Coverage as available for reception and/or viewing on Mobile Devices anywhere in the world (including, without limitation, the Territory).
- 3.2 The Licensee shall, at its own cost and expense, comply with all reasonable requests from FIFA in relation to any overspill and piracy issues including, without limitation, providing all assistance required by FIFA in any proceedings relating to the same and/or by responding diligently to any requests by FIFA to institute further measures to protect against overspill and piracy.
- 3.3 Notwithstanding Paragraphs 3.1 and 3.2 above, each Licensee acknowledges and agrees that audiovisual transmissions of the Basic Feeds or any Unilateral Coverage by other FIFA Licensees which originate outside the Licensed Territory may be received within the Licensed Territory, and that such overspill shall not constitute a breach by FIFA of its Media Rights Agreement provided such overspill is of an incidental and unintentional nature, or results from the exercise of any of the Excluded Rights.

4. FIFA Branding and Promotion and Trade Mark Protection

- 4.1 Each Licensee shall incorporate the following during each Live and Delayed transmission of the Basic Feed:
- (i) FIFA's standard opening and closing sequences in full; and
 - (ii) not less than sixty (60) seconds per Match to be allocated to FIFA (specific allocations to be agreed with FIFA); and
 - (iii) promotional spots for FIFA initiatives such as the *FIFA Development Programme*; and
 - (iv) official Competition music during the opening and closing sequences.
- 4.2 Each Licensee shall provide the following promotional support to the Competition:

- (i) transmission of pre-Competition trailers within the Licensed Territory for the purpose of advertising and promoting the Licensee's forthcoming transmissions of the Basic Feed of each Match included in its Licensed Media Rights Package(s), such trailers to be developed and produced by the Licensee in full consultation with FIFA; and
 - (ii) promotion of FIFA.com by means of on-screen inserts / credits of not less than 60 seconds in duration and of a size to be determined by FIFA during transmission of each Basic Feed of the Matches included in its Licensed Media Rights Package(s).
- 4.3 Each Licensee shall provide to FIFA full details of any and all marketing and promotional activities to be conducted in relation to its exercise of the Licensed Media Rights (or any part thereof). All such activities are subject to the prior written approval of FIFA.
- 4.4 Each Licensee shall use the full official title of the Competition and the Marks as directed by FIFA in all transmissions of the Basic Feed and Unilateral Coverage (and in all advertising and promotion of such transmissions) and agrees that it shall not use any other title, marks or representations (including, without limitation and by way of example only, "World Cup 2010") in relation to the Competition without FIFA's prior written consent.
- 4.5 The Licensee shall comply with FIFA's rules and guidelines relating to copyright notices and/or trade mark legends published from time to time which shall include, without limitation, obligations to utilise any appropriate copyright notices and/or trade mark legends.
- 4.6 Other than as expressly permitted by FIFA, each Licensee agrees that it shall not, whether during or after the Rights Period, use and/or adopt any name, mark or other indicia which, in FIFA's reasonable opinion:
 - (i) identifies with FIFA, any of its affiliates or any football competition or event organised by or under the auspices of FIFA (including, without limitation, the 2010 FIFA World Cup™ and/or the qualifying competition thereof); or
 - (ii) associates the Licensee and/or any of its products or services with FIFA, any of FIFA's affiliates or any football competition or event organised by or under the auspices of FIFA (including, without limitation, the 2010 FIFA World Cup™ and/or the qualifying competition thereof).
- 4.7 Other than as expressly permitted by FIFA, each Licensee agrees that it shall not, whether during or after the Rights Period:
 - (i) adopt, use or reproduce in any media whatsoever (including, without limitation, as any Internet domain name), or apply for trademark registration in respect of, any of the Marks or legal names that are owned, controlled or used by FIFA or any of its affiliates (including, without limitation, the official name(s), emblem(s) or trophies of any competition or event organised by, or under the auspices of, FIFA), or any symbol, emblem, logo, mark or designation which, in FIFA's reasonable opinion, is similar to, or is a derivation or colourable imitation of, any of the Marks or such legal names;
 - (iii) whether directly or indirectly, do, nor permit to be done, any act which would, or may, invalidate or challenge the trademark registration (including applications therefor) of, or invalidate, challenge or dilute FIFA's right, title and interest to, any of the Marks or legal names that are owned, controlled or used by FIFA or any of its affiliates (including, without limitation, the official name(s), emblem(s) or

trophies of any competition or event organised by, or under the auspices of, FIFA). In particular, each Licensee agrees that it shall not use, for any purpose whatsoever other than for editorial reference, the name of the host country or city or venue (or any derivation thereof) hosting any competition or event organised by, or under the auspices of, FIFA in conjunction with the year or numerals indicating the year in which such competition or event takes place.

5. FIFA Commercial Affiliates

5.1 Each Licensee acknowledges that FIFA manages and operates a comprehensive centralised commercial rights programme (the “**FIFA Sponsorship Program**”) in relation to the Competition, the 2014 Competition and the Other FIFA Events from the year 2007 through 2014. The FIFA Sponsorship Program has been designed to grant certain sponsorship and marketing rights on an exclusive basis to selected companies in connection with the Competition and the Other FIFA Events. The FIFA Sponsorship Programme comprises the following tiers of Commercial Affiliates:

- (i) “FIFA Partners” – to whom FIFA grants global sponsorship rights to all events owned and/or controlled by FIFA;
- (ii) “FIFA World Cup™ Sponsors” – to whom FIFA grants global sponsorship rights to the Competition and the FIFA Confederations Cup;
- (iii) “National Supporters” – to whom FIFA grants host country sponsorship rights on a territorial basis.

Accordingly, each Licensee (and any sub-licensee thereof) shall grant to FIFA Partners and FIFA World Cup™ Sponsors the first right of negotiation, on terms to be outlined by FIFA in the relevant Media Rights Agreement, in connection with the purchase of certain sponsorship opportunities set out in Paragraph 6 below, and shall grant to National Supporters the first right of negotiation in connection with such sponsorship opportunities but only in respect of the country in relation to which the National Supporter has been granted sponsorship and marketing rights.

6. Broadcast Sponsorship and Advertising

6.1 Each Licensee must ensure that no commercial or other identification (other than those of Commercial Affiliates or broadcast sponsors appointed in accordance with this Paragraph 6) is associated with, or featured or incorporated in, any transmission of the Unilateral Coverage or Basic Feed of the Matches or Ceremonies included in its Licensed Media Rights Package(s).

6.2 Subject always to Paragraphs 6.4 and 6.5 below, each Licensee (and each sub-licensee thereof) must grant to Commercial Affiliates the first right to purchase and/or acquire any form of broadcast sponsorship and/or commercial airtime opportunities immediately before, during and after the Live and Delayed transmission of the Basic Feed of each Match, Ceremony or other element(s) of the Competition included in its Licensed Media Rights Package(s). The terms of this obligation shall be further defined by FIFA, but each Licensee shall, at a minimum, afford each Commercial Affiliate reasonable time, as specified by FIFA, to negotiate the terms of an exclusive (within such Commercial Affiliate’s brand sector) broadcast sponsorship and/or commercial airtime arrangement. Each Licensee is prohibited from making the acquisition by a Commercial Affiliate of broadcast sponsorship and/or commercial airtime conditional upon the Commercial Affiliate also acquiring any other rights or opportunities from the Licensee. If no agreement is reached within the specified time period, the Licensee may thereafter enter into any broadcast sponsorship arrangement with any third party. No broadcast

sponsorship or commercial airtime opportunities in relation to programming containing the transmission of the Basic Feed may be granted by any Licensee before a date to be specified by FIFA in the relevant Media Rights Agreement.

- 6.3 Subject always to Paragraphs 6.4 and 6.5 below, in relation to on-screen timing and replay graphic sponsorship opportunities during the transmission of the Unilateral Coverage or Basic Feed of each Match comprised in its Licensed Media Rights Package(s), each Licensee may enter into such sponsorship arrangements only with Commercial Affiliates; no other third party sponsorship arrangements are permitted.
- 6.4 Notwithstanding Paragraphs 6.2 and 6.3 above, FIFA shall be entitled, without charge and subject to applicable laws, to credit certain of its Commercial Affiliate(s) by way of on-screen identification(s) incorporated in the Basic Feed in a manner and of a size and duration to be determined by FIFA (but which shall be, as a minimum of a size of 20 lines based on a 525-line configuration). No Licensee shall delete, alter, obscure or interfere with any such on-screen identifications or graphics incorporated into the Basic Feed.
- 6.5 FIFA and the Licensee shall agree in good faith the manner in which commercial or other messages will be inserted into Licensee's Competition-related programming.
- 6.6 The Licensee shall provide FIFA, upon request by FIFA, with full details of all sales of broadcast sponsorship and/or commercial airtime opportunities in relation to programming which includes the transmission of the Basic Feed and/or Unilateral Coverage.
- 6.7 The Licensee shall ensure that any third party (not being a Commercial Affiliate) which acquires broadcast sponsorship and/or commercial airtime in relation to the Licensee's Competition-related programming shall not use the Marks (or any derivation or colourable imitation thereof) in such broadcast sponsorship and/or commercial airtime and shall further ensure that such third party does not use or promote their broadcast sponsorship and/or commercial airtime in any manner which, in the reasonable opinion of FIFA, gives rise to, or may give rise to, the belief that such third party is in any way officially associated with the Competition.

7. Intellectual Property Rights

- 7.1 All intellectual property and other proprietary rights (including, without limitation, copyright), that subsist in the Basic Feed of the Matches (including transmissions and recordings thereof by each Licensee) shall be owned by FIFA for the full term of copyright including all renewals, reversions and extensions thereof.
- 7.2 All intellectual property and other proprietary rights (including, without limitation, copyright) that subsist in any and all Unilateral Coverage and transmissions of the same shall, upon creation thereof, be assigned by each Licensee to FIFA for the full term of copyright including all renewals, reversions and extensions thereof. In the case of copyright, such assignment will be by way of a present assignment of future copyright. Accordingly, each Licensee shall, at the end of each and every Live and Delayed transmission of the Basic Feed and permitted Highlights of each Match and Ceremony included in its Licensed Media Rights Package(s), incorporate the following acknowledgement of copyright: "© 2010 FIFA. All rights reserved", or such other copyright notice as FIFA may, from time to time, specify.
- 7.3 All Excluded Rights and any other rights not expressly included within the Licensed Media Rights Packages are expressly and unconditionally reserved to FIFA for its own unrestricted use, exploitation and benefit, and Licensees shall not, and shall not permit any person to, assert, represent or claim that they have any right, title or interest

whatsoever to any of the same other than the limited licence granted pursuant to a Media Rights Agreement.

8. News Access

- 8.1 Each Licensee acknowledges and agrees that during the Rights Period and in its Licensed Territory, FIFA and other organisations shall enjoy, subject to, and in accordance with, applicable local laws, the non-exclusive right and licence to transmit, in any media whatsoever, excerpts / extracts of the Basic Feed of each Match for the purpose of bona fide news coverage intended for use in a scheduled news programme.

9. Reporting Obligations

- 9.1 Each Licensee shall, within eight weeks from the official conclusion of the final Match (Match number 64), provide to FIFA the following (in such form as FIFA may specify):

- (i) full statistical audience data and information relating to the Licensed Territory including, without limitation, audience reach and demographics for transmission of the Basic Feed for each Match allocated to its Licensed Media Rights Package(s);
- (ii) where appropriate, subscription data and figures for channels and services (including, without limitation, Pay TV) on which transmissions of the Basic Feed are made;
- (iii) full recording (in such format(s) to be agreed by FIFA) of the Live transmission (in its entirety including, without limitation, all broadcast sponsorship spots, commercial airtime spots, break bumpers, half-time and full-time studio segments) of the Basic Feed and Unilateral Coverage relating to each Match included in the Licensed Media Rights Package(s); and
- (iii) where appropriate and permitted by FIFA, buy / subscription rates for Pay-Per-View and/or Video-On-Demand services relating to the Licensed Media Rights Package(s).

- 9.2 Each Licensee shall, not less than three months prior to the date on which the Opening Match is played, provide FIFA with a broadcast schedule setting out the proposed timing of programming relating to each Match included in its Licensed Media Rights Package(s), and shall use all reasonable efforts to accommodate any comments and/or suggestions FIFA may have in relation thereto.

- 9.3 FIFA may, at any time during the Rights Period, request from any Licensee any information relating to the Licensee's activities under the relevant Media Rights Agreement and the Licensee shall promptly comply with any and all such request(s) by FIFA. In particular, each Licensee shall, upon request by FIFA, provide FIFA with written confirmation from a firm of auditors (such firm to be subject to FIFA's approval) that no adverse change(s) to the financial status of the Licensee has occurred between the period from the commencement of the Rights Period and the date of such written confirmation.

10. Non-Compliance Security

- 10.1 FIFA reserves the right to require any Licensee to deposit with FIFA a monetary amount of up to United States dollars two million (US\$ 2,000,000) (the "**Non-Compliance Security**") as security for any material breach of, or non-compliance with, any of the terms of the relevant Media Rights Agreement. The terms and conditions (including,

without limitation, any draw-down thereof by FIFA) relating to any Non-Compliance Security shall be set out in detail in the relevant Media Rights Agreement.

11. General Obligations

- 11.1 Each Licensee must ensure that the Licensed Media Rights (including, without limitation, the transmission of the Basic Feed of each Match allocated to its Licensed Media Rights Package(s)) are exercised in full compliance with all applicable laws and regulations of the Licensed Territory including, without limitation, local laws enacting the Television Without Frontiers Directive (Directive 89/552). Each Licensee must further ensure that all applicable authorisations, licences, permits waivers and clearances necessary for the lawful exercise of the Licensed Media Rights in the Licensed Territory are obtained and maintained throughout the duration of the Rights Period.
- 11.2 In exercising and enjoying the Licensed Media Rights, each Licensee shall not do, nor permit to be done, anything that prejudices, or may prejudice, FIFA and/or its interests, the sport of football, and/or the Competition.
- 11.3 Each Licensee may only use and/or reproduce data and information relating to the Matches and/or the Competition (or any part thereof including, without limitation, scores, Match, team and player statistics) that are supplied by FIFA in accordance with such terms and conditions as FIFA may, in its absolute discretion, require.
- 11.4 Each Licensee agrees that it shall not organise and/or manage, nor authorise the organisation and/or management of, any event or events where audiovisual coverage of any of the Matches (including the Basic Feed) is transmitted for reception on any screen located in a public place (meaning any place other than a private residence), whether the viewing public pay to attend such event or otherwise, other than in conjunction and prior consultation with, and with the prior written approval of, FIFA. For the avoidance of any doubt, FIFA reserves the right to organise and/or manage any such events in any country in the world (including, without limitation, the Territory) utilising any Licensee's transmissions of the Basic Feed and Unilateral Coverage of the Matches and the Ceremonies.

SCHEDULE 6

EXCLUSIVE NEGOTIATION AGREEMENT

THIS AGREEMENT is made the [] day of [] 200[]

BETWEEN:

- (1) **FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION (FIFA)** whose principal place of business is at FIFA House, Hitzigweg 11, PO Box 85, 8030 Zurich, Switzerland (“FIFA”); and
- (2) [] (a company registered under the laws of []) [under number([))] whose [registered office / principal place of business] is at [] (the “Bidder”).

INTRODUCTION

- (A) On the basis of the Bidder’s response to FIFA’s Invitation to Tender for European Media Rights relating to the 2010 FIFA World Cup™ (the “ITT”) the Bidder has been selected by FIFA as a Preferred Bidder for the grant of certain Media Rights (as defined in the ITT).
- (B) FIFA wishes to grant the Bidder an exclusive period of negotiation with FIFA for the purpose of concluding a Media Rights Agreement (as defined in the ITT) to effect the grant of a licence of the Media Rights Package(s) (as defined below) to the relevant Licensee (as defined in the ITT).

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

In this Agreement all capitalised words and phrases shall have the meaning ascribed to them in the ITT, save that the following words shall have the following meanings:

“**Agreement**” means this Exclusive Negotiation Agreement entered into between FIFA and the Bidder including the Appendix;

“**Closing Date**” means the date thirty (30) days after the date of signature of this Agreement by both parties;

“**Designated Account**” means the following bank account (or such other bank account(s) as FIFA may, from time to time, specify): [];

“**Exclusive Negotiation Period**” means the period commencing on the date of signature of this Agreement by both parties and ending on the Closing Date unless otherwise terminated earlier pursuant to the terms of this Agreement;

“**Guarantor**” means the guarantor specified in Part 3 of the Appendix who shall guarantee the obligations of the Licensee under the Media Rights Agreement;

“**Media Rights Package(s)**” means the package(s) of Media Rights described in Part 1 of the Appendix;

“Payment Date” means the deadline for payment of the Tender Security, being five (5) Working Days after the date of signature of this Agreement by both parties;

“Tender Security” means [US\$];

“Territory” means the territory or territories specified in Part 2 of the Appendix; and

“Total Fee” means the total Rights Fee set out in the Bidder’s Bid.

2. EXCLUSIVE NEGOTIATION PERIOD

- 2.1 In consideration for the payment of the Tender Security by the Bidder, FIFA undertakes to the Bidder that (subject to Clauses 2.2 to 2.5), during the Exclusive Negotiation Period, it shall not engage in, solicit or invite any negotiations or discussions, or enter into any legally binding agreement, with any third party for any grant of licence to the Media Rights Package (or any part thereof) in the Territory (or any part thereof).
- 2.2 The Exclusive Negotiation Period (and this Agreement) shall terminate immediately and without notice in the event that:
 - 2.2.1 the full amount of the Tender Security is not paid in accordance with Clause 3; and/or
 - 2.2.2 the Bidder does not, for any reason whatsoever, properly execute a Media Rights Agreement relating to the Media Rights Package(s) on or before midnight on the Closing Date.
- 2.3 FIFA may terminate the Exclusive Negotiation Period (and this Agreement) with immediate effect on written notice to the Bidder in the event that, at any time during the Exclusive Negotiation Period:
 - 2.3.1 the Bidder fails to procure a Guarantor and a guarantee in a form acceptable to FIFA, or the Guarantor withdraws its offer of a guarantee; or
 - 2.3.2 the Bidder withdraws from, or discontinues negotiations with, FIFA in respect of the Media Rights Agreement at any time on or before the Closing Date; or
 - 2.3.3 the Bidder seeks to:
 - (a) revoke or reduce the Total Fee, or
 - (b) otherwise withdraw, revoke, or deviate in any respect from, its Bid, or
 - (c) deviate in any respect from the ITT, in any case without FIFA’s prior written consent.
- 2.4 If the Bidder requests in writing that the Closing Date of the Exclusive Negotiation Period be extended, then, provided that negotiations relating to the Media Rights Agreement are at an advanced stage and being conducted in accordance with the ITT in all respects, FIFA may, in its sole discretion, elect to extend the Closing Date of the Exclusive Negotiation Period.
- 2.5 For the avoidance of doubt, immediately upon expiry or earlier termination of the Exclusive Negotiation Period pursuant to any of Clauses 2.2 to 2.4, FIFA shall be fully and unconditionally released of its undertaking set out in Clause 2.1 without any liability whatsoever to the Bidder and may engage in, solicit or invite any negotiations or

discussions, or enter into any legally binding agreement, with any third party for a grant of licence to the Media Rights Package(s) (or any part thereof).

3. TENDER SECURITY

- 3.1 The Bidder shall deposit the Tender Security, in cleared funds, into the Designated Account by no later than 15.00 hours Swiss time on the Payment Date.
- 3.2 The Bidder acknowledges and agrees that if the Exclusive Negotiation Period expires or terminates pursuant to Clauses 2.2 and/or 2.3, then FIFA shall be entitled to retain the entire Tender Security or any part thereof and any interest earned thereon for its own account. This right shall be without prejudice to any other rights or remedies that may be available to FIFA.
- 3.3 In the event that a Media Rights Agreement is entered into by the Bidder and FIFA in respect of the Media Rights Package(s), the entire Tender Security deposited by the Bidder shall be applied in partial payment of the Rights Fee payable by the Bidder pursuant to the terms of such Media Rights Agreement.

4. GENERAL

- 4.1 For the avoidance of doubt, the grant of licence of any Media Rights including, without limitation, those within the Media Rights Package(s) shall be conditional upon proper execution of the Media Rights Agreement by the parties hereto. Nothing in this Agreement shall constitute an express or implied licence of any of the Media Rights, or any other of FIFA's rights, to the Bidder.
- 4.2 Any notice given under this Agreement shall be served:
- (a) in the case of FIFA, to Grafenauweg 2, PO Box 4250, CH-6304 Zug, Switzerland marked for the attention of Niclas Ericson (Head of Broadcasting and Media Rights) with a copy to the Head of Legal Affairs, FIFA Marketing & TV AG; and
 - (b) in the case of the Bidder, to the address and contact specified in its Bid.

Any such notice shall be deemed to have been served at the time of receipt.

- 4.3 This Agreement shall be governed by, and construed in accordance with, the laws of Switzerland (excluding the Vienna Convention of the International Sale of Goods). Any disputes arising in connection with this Agreement shall be promptly settled by negotiation between the relevant parties. If no solution can be reached, such dispute shall, to the exclusion of all courts, be exclusively referred to, and finally resolved by, an arbitral tribunal consisting of three arbitrators conducted under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chamber of Commerce. The seat of the arbitration shall be Zürich, Switzerland. The language of the

proceedings shall be English.

THIS AGREEMENT has been executed by or on behalf of the parties on the date at the top of page 1.

SIGNED by)
a duly authorised signatory)
for and on behalf of)
FEDERATION INTERNATIONALE DE)
FOOTBALL ASSOCIATION (FIFA))

SIGNED by)
a duly authorised signatory)
for and on behalf of)
[BIDDER])

APPENDIX TO EXCLUSIVE NEGOTIATION AGREEMENT

Part 1 – Media Rights Package(s)

Part 2 – Territory

Part 3 – Guarantor Details