



Lega Nazionale Professionisti Serie A ("*Lega Calcio Serie A*"), with reference to the clarification requests received from several interested entities,

**specifies that**

- the invitation to tender of August 7, 2017 ("*ITT*") has been issued in compliance with the Guidelines, where applicable to the commercialisation of the Audiovisual Rights for the international territory, as approved by the Italian Communications Authority ("*AGCOM*") under its resolution no. 215/17/CONS of 18 May 2017 and by the Italian Competition Authority ("*AGCM*") under its resolution of 17 May 2017;
- at Clause 1.6 of the ITT it is literally specified that "*Any questions or requests for clarification regarding the requirements and conditions of participation in this tender process should be sent to Lega Calcio Serie A, with copy to Infront, by e-mail at any time but no later than 5:00 p.m. C.E.T., 25 August 2017 [...].*";

**the above being specified**

Lega Calcio Serie A, although not all the requested clarifications concern the requirements and conditions to take part in the tender process, irrespective of what set out in Clause 1.6, provides the below responses to the requested clarifications, by consolidating numerous questions by topic. Please note that notwithstanding the explanations provided below, it is the text and provisions of the ITT that prevail and which will be binding on each and every Bidder. The content herein is provided merely in order to facilitate the evaluations of the interested entities.

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**[ARCHIVE FOOTAGE]**

1. *Can you please clarify that, notwithstanding the Clubs' Archive rights, Licensees will be able to use the programming after the day 8 window on a non exclusive basis for the remainder of the Term?*

Footage of a Match is no longer available to Licensee after 8 days from the playing of that Match, by virtue of Italian statutory law (Italian Legislative Decree no. 9 of 9 January, 2008, governing the centralised sale of the Rights), at which point it becomes "Archive Footage" as defined in the ITT ("Archive Footage" means the footage of a Match after midnight of the eighth day from the day in which such Match has been played. The right to transmit, communicate and make available such Archive Footage is reserved by the Clubs and excluded from the Rights under this ITT). The Decree specifies the ban of any exploitation by Lega Calcio Serie A after such 8 day period, following which the ownership of rights in such footage resides exclusively with the respective Clubs. The Clauses of the ITT cannot be amended in this regard, this being a strict and unmodifiable requirement of law.

2. *Please can you explain why footage of a Match becomes “Archive Footage” after 8 days and is therefore no longer available to the Licensee?*

See answer no. 1 above.

*Is there any flexibility on this timeframe?*

No, there is no flexibility, it is a matter of statutory law rather than Lega Calcio Serie A's discretion.

3. *We request the clarification if Licensee, if successful in its Bid, will be entitled to use Archive rights of the current season or previous season for promotional and journalistic coverage of the Competitions.*

See answer no. 1 above.

4. *Would a Licensee be entitled to use the right of matches throughout the term of the agreement, regardless of the exclusivity period of midnight of the eighth day following the conclusion of a relevant Match? If so, how should clause 3.3.1 be interpreted? (Clause 2.2.2)*

No, under the Serie A Package (Clauses 2.2.1 and 2.2.2), the Coppa Italia Package (Clauses 2.4.1, 2.4.2 and 2.4.3) and the other Packages, the right to transmit Matches in full and excerpts of a Match can be exploited either during the respective Match or following its conclusion until midnight of the eighth day following conclusion of the relevant Match. Clause 3.3.1 specifies the extent of the Clubs Rights, which include the exclusive right to the Archive Footage of their Matches by virtue of statutory law.

5. *All referring live/delay/repeat broadcast are entitled to have an unlimited number of times within midnight of the eighth day. Is that mean we can show all the footages of matches/highlights/programmes on Web/APP until midnight of the eighth day?*

Without prejudice to Clause 6.4 of the ITT, Licensees shall be able to exploit their respective Rights by way of any technological means and distribution systems currently available an unlimited number of times within the designated period only until midnight of the eighth day following a Match.

6. *We ask for the archive rights extended to cover 3 seasons, 7 days is not sufficient for what we are planning to do. It is crucial for us to do additional programming around live games.*

See answer no. 1 above.

All available additional programming may be offered under the terms and conditions of the ITT (see for further reference Appendix 4).

Any Archive Footage for programming around the Matches or for storytelling can be provided to Licensees under separate agreements with the Clubs.

### **[PICK PACKAGES]**

7. *Please explain how the Pick Packages work across multiple territories. Are these only available to bid for if you are bidding for Italy, by continent or globally? (Clause 2.3)*

Provided a Bidder has submitted a Bid for the Serie A Package, that Bidder may bid for one or both of the Pick Packages, regardless of whether bidding on a Global, Continental or Country basis.

*If you bid for just one country, is it possible to bid for a Pick Package?*

Yes, as long as the Bidder bids for a Serie A Package.

*If so, how will a Pick Package which a Bidder may win be affected by other Bidders who may win Pick Packages in other territories?*

The Pick Packages are exclusive and do not overlap one another – there are a total of only two Pick Packages available to all Bidders throughout all Territories. Each Pick Package Licensee will be advised by Lega Calcio Serie A of the particular Rounds in which it may exercise its Picks – in each such Round, neither the other Pick Package Licensee or any other Licensee will enjoy the first, second or third Picks (as the case may be) exercised by the designated Pick Package Licensee. To be clear, this would not prevent a Pick Package Licensee from exercising its second Picks in a Round in which the alternate Pick Package Licensee (should there be one) exercises its first Picks.

8. *Please clarify the understanding that if bidding for and awarded the right to a Pick Package, Licensee shall have the right to up to 4 first picks per Football Season only for the Serie A Package to elect the time Slot to which such Licensee will want a match to be played. Inasmuch, to what extent shall Licensee be entitled to choose which particular Round should it be entitled to choose the Match. (Clause 2.3)*

Each of the two Pick Packages grants to the respective Licensee two first Picks, two second Picks and two third Picks per Football Season, spread over multiple Rounds. The Pick Packages may be awarded to two separate Bidders, a single Bidder, or not at all. Therefore, only if a Bidder successfully bids for and is awarded both Pick Packages will it have the right to exercise four first Picks per Season (as well as four second and four third Picks per Season). The selection of the Rounds in which the Licensee(s) of the two Pick Packages will have the right to exercise the Picks will be made at the discretion of Lega Calcio Serie A and notified to the Pick Package Licensee(s) in advance (not including midweek Rounds and the last Round of each Season), rather than at the choice of the Licensee. Each Pick of each Pick Package (two first Picks, two second Picks and two third Picks) shall be exercisable in Rounds different from those where the Picks of the same ranking can be made by the Licensee of the other Pick Package.

9. *What is the difference between Pick Package 1 and Pick Package 2?*

There is no difference in the Rights awarded under each Pick Package. Each Pick Package is identical to the other, exclusive and does not overlap the other, meaning that each Pick of each Pick Package (two first Picks, two second Picks and two third Picks) shall be exercisable in Rounds different from those where the Picks of the same ranking can be made by the Licensee of the other Pick Package.

10. *Could you please tell the difference between Pick Package 1 and Pick Package 2?*

See answer no. 9 above.

11. *Picks Package. Please provide some examples on how the Picks Package will be exploited.*

Under a Pick Package, each Licensee will have the right, in particular designated Rounds spread over the Season, to select a specific Match and assign it to any one of the designated Slots of its choosing (subject to the restrictions set out further in Clause 2.3). Over the course of a Season, a Licensee of a Pick Package shall be entitled to make up to six such selections, consisting of two first Picks (where it is given absolute priority in choice over all other media rights licensees of Lega Calcio Serie A), two second Picks (behind a party having a first Pick, which may either be the alternate Pick Package Licensee, or a domestic Italian broadcaster exercising comparable pick rights, or Lega Calcio Serie A in absence of a first Pick made by a Pick Package Licensee or a domestic Italian broadcaster), and, similarly behind other parties, two third Picks. Such selections made by a Pick Package Licensee will have a worldwide impact and will affect all other licensees.

**12. *Can Lega Calcio provide us with a working example of how the pick packages are chosen? (Clause 2.3)***

Each of the two Pick Packages grants to the respective Licensee two first Picks, two second Picks and two third Picks per Football Season, spread over multiple Rounds. The Rounds covered by the two Pick Packages do not overlap (e.g. the two first Picks allowed by one Pick Package are referred by Lega Calcio Serie A to Rounds different from those where the first Picks can be exercised by the Licensee of the second Pick Package). The selection of the Rounds in which the Licensee(s) of the two Pick Packages will have the right to exercise the Picks will be made at the discretion of Lega Calcio Serie A (not including midweek Rounds and the last Round of each Football Season), rather than at the choice of the Licensee.

In the event that both Pick Packages are awarded, Lega Calcio Serie A will confirm, before the Season begins, the match weeks that are included for the forthcoming Season. The Pick Package winners will confirm in writing to Lega Calcio Serie A, periodically when indicated by the latter, their requests for all the Picks to be exercised, as follows: firstly, the first Picks; then the second Picks based on the communication given by Lega Calcio Serie A of the first choices already exercised by all the relevant licensees; finally, the third Picks based on the communication by Lega Calcio Serie A of the first and second Picks already exercised by relevant licensees.

*Can Lega Calcio provide us with a working example of how the pick packages are chosen when there are two separate bids requesting the same match?*

See answers above in this section.

*What effect does the choice of match as a 1st, 2nd or 3rd pick have if other bidders have chosen the same match but as a different numbered pick?*

See answers above in this section.

*Will this include the home and away matches for any chosen match? E.g. for Juventus vs AC Milan will this include both the game at Juventus's stadium and the game at AC Milan's stadium.*

Each Match has to be picked separately, with the home and the corresponding away Match constituting two different Picks, to be exercised in those Rounds selected by Lega Calcio Serie A and indicated at its discretion.

*Aside from financial consideration, what criteria will Lega Calcio use to select the winner?*

Award of the Pick Packages is subject to the same criteria set out in Clause 4.6. Further criteria are provided for by Clause 2.3: "*Bids submitted for Pick Package 1 and for Pick Package 2 will*

*be evaluated autonomously by Lega Calcio Serie A and will not influence the award of the Serie A Package. Therefore, Lega Calcio Serie A will be free to reject any additional consideration offered for the Pick Packages and accept an offer for the Serie A Package only (i.e. excluding the Pick Packages and the specific additional consideration)”.*

*Pick packages can be assigned to global, continental or regional package bidders. How do Lega Calcio differentiate between these?*

Lega Calcio Serie A will objectively evaluate all Bids submitted for the Pick Packages by Bidders of the Serie A Package, purely on the merits of each Bid.

*There are two pick packages available. Does the choice of match in pick package 1 or pick package 2 have any effect on the selection of the licensee?*

In accordance with the answers above of this section, within its Bids for one or both of the Pick Packages, a Bidder shall not choose a Match but only offer an additional separate consideration for acquiring one or both the Pick Packages and the Picks related thereto (as fully described in Clause 2.3).

### **[BETTING PACKAGE]**

- 13.** *We note the availability of Match footage to the public on television screens in premises where betting may be allowed. Please confirm that this right would not exclude the Bidder’s right to enter into commercial subscriptions with betting premises. (Clause 2.5 (i))*

Only the Licensee of the Betting Package is authorized, as laid down in Clause 2.5 of the ITT, to show Match footage to the public on television screens in premises where betting is allowed, “as part of legally licensed betting products, services or facilities”, and only in the betting restricted areas dedicated to betting service. Licensee(s) of other Package(s) may not enter into commercial arrangements with betting premises allowing such exploitation of Match footage.

- 14.** *The Bidder would seek greater assurance that live matches may only be viewed by betting users once a bet has been placed on such match, and not simply by virtue of being a subscriber to the betting service – is Lega Calcio Serie A able to provide such assurance? (Clause 2.5 (ii) and (iii)).*

This is not confirmed. Clause 2.5 (ii) and (iii) states that the display of Match footage (either by means of personal computers and tablets or mobile phone devices) is allowed “[...] provided that (i) the end consumer is an active user, authorised to access coverage of Matches only upon registration involving a log-in procedure with the betting operator[...]”. Moreover, the same Clause clarifies that “An active user shall be defined as anyone who has completed the registration process, having accepted all terms and conditions, who has opened an operating account, and who is enabled to regularly place bets using the platform”. In any case, Lega Calcio Serie A is satisfied that the restrictions on the size of the images and on the quality of transmission, as well as the other restrictions under Clause 2.5, constitute assurance for the Bidders.

## **[ITALIAN COMMUNITIES PACKAGE]**

- 15.** *Why has the number of matches per round in the Italian Communities Package increased from one match in previous cycles to three matches in this Term?*

This is actually fewer Matches than in the current and previous cycle, which entitled the licensee to broadcast an unlimited number of Matches. Transmissions for the benefit of Italian Communities are necessary as a requirement of Lega Calcio Serie A in order to comply with the Italian Legislative Decree no. 9 of 9 January 2008, pertaining to the centralised sale of the Rights.

- 16.** *If, for the Licensee of the Italian Communities Package, the Highlights contained in the Match Programming (page 73 of the ITT) are referred to all matches of each round of the Serie A Championship and to the Events of the Coppa Italia and the Supercoppa Italiana.*

Confirmed. In compliance with Clause 2.6.3, the Licensee will be entitled to broadcast the contents provided for by Appendix 4, point 3.

- 17.** *If it is allowed to edit the aforesaid Highlights to insert commentary in the Italian Language.*

Confirmed, considering that, according to Clause 6.3, the Licensee of the Italian Communities Package shall exercise the rights solely in the Italian Language.

- 18.** *If it is correct that – should the licensee of the Italian Communities Package be at the same time awarded also the package for the broadcast of the highlights of the Italian Serie A Championship in the Territory (Italy, San Marino and Vatican City) – the same will be entitled to retransmit on a non-exclusive basis, solely in the Italian language, highlights programs, sport previews and news programs containing footages of the Championship for the reception of the same, directly or indirectly, in all countries covered by the satellites of Eutelsat's craft, with no encryption of the respective signals.*

Not confirmed. Broadcast of footage is governed by the relevant invitations to tender, which provide specific limitations and obligations, inclusive of time embargoes. Notwithstanding the foregoing, the Licensee may use highlights content edited under a package it has been awarded for the Italian territory for transmission in compliance with the Italian Communities Package, provided that all the terms and conditions provided for under the Italian Communities Package – including, but not limited to, the countries listed under Appendix 2, the time embargoes referred to the Additional Content under point 3 of Appendix 4 and the limitations that the Rights are to be exploited only by way of Pay Broadcast on Satellite Platform with the right of retransmission on the Internet Platform in OTT modality - are fully respected.

- 19.** *Please confirm that the Italian Communities Package will not include a standalone Internet transmission (i.e. only a simulcast transmission). (Clause 2.6)*

Confirmed. The exploitation of the Rights under the Italian Communities Package shall be made only by way of Pay Broadcast on Satellite Platform, with the right of simulcast retransmission on the Internet Platform in OTT modality, always subject to what provided under Clause 6.8.

## **[EXCLUSIVITY AND RESERVED RIGHTS]**

20. *Please would you provide more detail on the proposed content, planned distribution and anticipated launch date of Lega Calcio Serie A's "thematic channel", as referenced in Clause 3.3.2?*

Lega Calcio Serie A is currently carrying out an analysis to implement the thematic channel for the domestic market only and therefore any possible plans for its implementation would therefore concern only that market, it being confirmed that they will not derogate from the provision under Clause 3.3.2, according to which Lega Calcio Serie A may exploit Highlights and correlated images of the Matches of the Competition through its thematic channel, no sooner than 24 hours from the end of the applicable Match.

21. *In reference to Clause 3.4(c), does the mention of Lega Calcio Serie A's right to reduce the number of clubs competing in Serie A from 20 to 18 mean that Lega Calcio will not reduce the league further than 18 clubs during the Term?*

At the moment, there are no decisions to reduce the number of Clubs, in particular not to reduce to less than 18.

The ITT regulates the case of reduction of the number of participating Clubs from 20 to 18, whereby Clause 3.4 (c) states that Licensee waives to claims or requests of reduction of the consideration.

22. *Clause 3.3.1 appears to prohibit Clubs and Lega Calcio from putting free to air clips on their social media channels for the duration of matches, but then grants them the right to 10 near live clips per match. Please would you clarify how these clips are to be used.*

Such clips do not contain any footage of the Match. These clips, both live and near-live, contain images of the pre and post event within certain areas of the stadium (e.g. the arrival of teams at the stadium's garage) which can be shot within the strict time limitations set forth in Clause 3.3.1.

23. *Please explain any plans you may have for the Serie A, Coppa Italia and Supercoppa Italia Competitions in the future. (Clause 3.4 (c) and (d))*

No material changes are currently planned, although Lega Calcio Serie A reserves its rights under Clause 3.4 in this regard.

*Is Lega Calcio Serie A able to provide assurance that fundamental changes to any of the rights under this ITT are not planned?*

No fundamental changes to any of the Rights are currently planned, although Lega Calcio Serie A reserves its rights under Clauses 3.4 and 8.7 in this regard.

24. *Please confirm that if Lega Calcio Serie A distributed data relating to the Matches, the Competitions, the Clubs and the players, Licensee shall automatically have such rights to the data provided, at no additional cost.(Clause 3.3.3)*

Data related to a Match included within the multilateral live signal is automatically provided to Licensees. Any additional data, including specific analysis or deeply-detailed statistical summaries, may be provided under specific agreements.

25. *We request Lega Calcio Serie A to confirm if currently there is any intention to amend the scheduled dates, times, Slots and Rounds of the Matches of each Competition, as well as, with regards to the modification of the format and number of teams participating in the Competitions. (Clause 3.4)*

No fundamental changes are currently planned, although Lega Calcio Serie A reserves its rights under Clauses 3.4 and 8.7 in this regard, especially with regard to dates and times.

*If the match inventory (currently of 380 matches for Serie A) is reduced due to the modification of the format and number of teams, would there be any reduction in the License Fee?*

Please see answers no. 21 and 23 above.

26. *Please explain the social media reservation in greater detail, including: What constitutes non-live vs delayed (Clause 3.3)?*

The Clubs and Lega Calcio Serie A are prohibited from transmitting on their own official social network pages, the following live and near-live content: “(i) *footage of the pitch from ten minutes prior to kick-off of the Match until five minutes following the end of the Match; (ii) images from inside of the stadium and of the related reserved areas, other than the pitch, from one hour prior to kick-off of the Match until the end of the Match. In any case, the official content of such broadcasts, transmitted by the Clubs and by Lega within the limitations set out above, both live and near-live, shall in any event be no longer than 30 seconds per instance and subject to a maximum of ten such instances per Match*” (Clause 3.3.1).

In this context, a near-live transmission is intended in this ITT as a transmission of a short excerpt that follows, within a reasonably short hold back but ordinarily whilst the Match is still ongoing, the live transmission, giving to users the feeling that the event is happening in that moment, whereas a delayed transmission is intended as the transmission of a Match following its conclusion.

*Can any amount of content be made available on a pay basis?*

Limitations to social media regard transmission by way of Free Broadcast according to Clause 3.3.1. The same restrictions apply to transmission by way of Pay Broadcast.

*Will there be any hold back?*

See above.

*Please confirm that no highlights or excerpts of “Match footage” (full or partial footage of a Match) can be made available by Clubs and/or Lega Calcio less than 24 hours from the conclusion of the Match via any platform, including social media.*

Confirmed.

*Please confirm, in relation to “non-Match footage” being non- pitch footage, if there are any restrictions/limitations of the usage of that footage on social media, and if yes what are these restrictions/limitations.*

Clubs and Lega Calcio Serie A are prohibited from transmitting, on their own official social network pages, images from inside of the stadium and of the related reserved areas, other than the pitch, from one hour prior to kick-off of the Match until the end of the Match.

27. *Could you please confirm that non-linear Rights are included in Serie A Package, Coppa Italia Package and Italian Communities Package?*

Confirmed, subject to any explicit minimum live broadcast obligations and those limitations and modalities set out within each Package respectively.

*Could please confirm that non-linear Rights can be exploited during the entire Term?*

By virtue of Italian statutory law (Italian Legislative Decree no. 9 of 9 January, 2008), non-linear Rights can be exploited only up to 8 days from the playing of a Match, provided that all other terms and conditions of the ITT are respected, as well as those limitations and modalities set out within each Package respectively. The Decree specifies the ban of any exploitation (linear or non-linear) by Lega or its Licensees after such 8 day period, following which the ownership of rights in such footage resides exclusively with the respective Clubs. The Clauses of the ITT cannot be amended in this regard, this being a strict and unmodifiable requirement of law.

28. *Could you please confirm that rights would be exclusively granted to Serie A and/or Coppa Italia broadcasters in a Territory until the eighth day following the conclusion of the relevant Match (in accordance with the Reserved Rights as expressed in paragraph 3 of the ITT)?*

The scope of exclusivity (Clause 3.1) is subject to the Rights granted to other exclusive Packages (such as the Betting Package, the Italian Communities Package, the In-Flight and In-Ship Package), as well as to all the Reserved Rights under Clause 3.

*Considering here above, does it mean that starting from the eighth day following the conclusion of the relevant Match Rights become non-exclusive in a Territory for the broadcasters ? Or does it mean that the broadcaster in a relevant Territory will not keep any Rights (neither the possibility to exploit any content) after the eighth day?*

Please refer to the answers provided within the "Archive Footage" section above.

### **[NEWS ACCESS]**

29. *If Lega Calcio Serie A requests that news access footage is made available by a Licensee to broadcasters or news channel in its Territory, please confirm that this will be only in order to comply with local law.*

Lega Calcio Serie A may require that news access footage is made available by a Licensee to broadcasters or news channels (i.e. News Access – Clause 3.3.4) if so required by laws or regulations which are applicable in the Licensed Territory.

30. *We would ask that these rights are amended so that any news access rights are provided under the auspices of the News Access Code/Sports News Access Code and not directly by Lega Calcio Serie A. (Clause 3.3.4)*

The clauses of the ITT cannot be amended. However, in response to the request, please note that as per Clause 3.3.4, news access is subject to the laws and regulations applicable within the Licensed Territory, including applicable codes issued by public authorities.

*Please confirm that access to Match content for news broadcasters and/or news gathering and dissemination organisations shall be subject to the laws or industry codes applicable in the relevant Territory [...].*

Please see above.

*In addition, please confirm what protection there is for the Licensee against Direct Competitors when the news access rights seem to include the rights exercisable on any “sports portal” or “sports news” service. This would seem to provide a simple route to circumvent a Licensee’s exclusivity.*

In principle, Licensee’s exclusivity cannot be circumvented by news access right as long as it is regulated by applicable laws and regulations, which ordinarily place effective limitations on type, duration and frequency of use.

### **[THE TENDER PROCESS]**

- 31.** *Please confirm whether, whilst a Bid may set out separate consideration for Serie A and Coppa Italia, Lega Calcio Serie A intends to award the rights to both Serie A and the Coppa Italia to a single Licensee or whether multiple licensees within one territory is a possibility? (Clause 4.4.6)*

Pursuant to Clause 4.4.6, Bidder(s) must set out separate and stand-alone considerations for any Packages that they bid for, Serie A Package and Coppa Italia Package (and any other Package) as per Appendix 3 of the ITT. In the above example, pursuant to Clause 4.4.6 a Bidder must submit two separate Bids, within the same Bid Letter, each setting out separate and stand-alone consideration for the Serie A Package on one hand and the Coppa Italia Package on the other. Within a Territory, Lega Calcio Serie A may award the Serie A Package and the Coppa Italia Package to two different Licensees or to the same one, as the case may be.

- 32.** *Please confirm that Lega Calcio Serie A will keep Bidders’ identities and all content of Bids confidential at all times during the process, including at the first opening of the Bids, and will keep all such information confidential throughout the tender process. (Clause 4.6)*

During the Opening (as defined by Clause 4.6), which will be attended by Lega Calcio Serie A’s, Infront Italy S.p.A.’s and the Clubs’ managers, collaborators, advisors and consultants, and can be attended by authorised representatives or attorneys-in-fact of any of those who have submitted a Bid, only the number of the Bidders and the total number of the Bids received (not broken down by Package) will be disclosed.

Lega Calcio Serie A does reserve the right to make public the Bidders’ identities, although it will not do so should Lega Calcio Serie A consider that this would adversely affect competition amongst Bidders, being an issue to which Lega is extremely sensitive.

The other contents of the Bids will be kept confidential, as per clause 8.5.2. (see below).

*Please confirm that Lega Calcio Serie A will only reveal the identity of the winning Bidder when the rights are awarded to a successful Bidder, and will not reveal the identity of any Bidder which is not successful.*

Lega Calcio Serie A will reveal the identity of the winning Bidder. Any further announcement in relation to this ITT will not disclose the identity of any unsuccessful Bidder, unless required by Law or by the competent Authorities.

*Any Bid would contain private and confidential information. Please confirm that all information in the Bid remains the intellectual property of the Bidder and that Lega Calcio Serie A shall keep all terms private and confidential.*

*As per Clause 8.5.2 of the ITT “Any information of a confidential nature included within a Bid will be kept confidential by Lega Calcio Serie A and will not be released or provided to any third party other than Lega Calcio Serie A’s professional advisors and the Clubs”.*

For the sake of completeness we add that, notwithstanding the above, and without limiting the generality of Clauses 8.5.3 and 8.6.2, Lega Calcio Serie A would provide such confidential information to the competent Authority (e.g. AGCM) if/when required, together with a request for confidentiality.

**33. *What do the Conditional Offers refer to?***

The Invitation to Tender issued by Lega Calcio Serie A must be accepted “*exactly as is*” by the bidders, who cannot subject their bids to any conditions (e.g. no bidder may condition the validity of a bid for a Package upon the assignment of rights not included in the ITT, or a Bid for one Package conditional upon being awarded another Package they are bidding for). Lega Calcio Serie A will consider as inadmissible any bids subject to any type of condition.

**[PAYMENT AND FINANCIAL SECURITIES]**

**34. *Please confirm that all payments shall be made via receipt of invoice according to the schedule laid out on the ITT. (Clause 5.1)***

The Licensees will be required to pay the applicable consideration in advance instalments in accordance with the schedule specified in Clause 5.1. Lega Calcio Serie A will provide each Licensee with the relevant fiscal document to this end.

**35. *About the Payment Schedule: the term 5.1(i): for the 2018-19 Season, 5% anticipated by no later than 7 working days following the awarding of the Package. Because of the [...] Exchange Control, could you make an extension of this 7 working days limit? Is 30 working days possible?***

The underlying principle of the ITT is that its Clauses cannot be amended. However, if a Bidder from a given Territory provides Lega Calcio Serie A with a formal statement from a competent exchange control, stating the obligation to wait an additional period for such anticipated payment being made, Lega Calcio Serie A could evaluate this as an objective extenuating circumstance.

Such circumstance shall be applicable to all transactions from the relevant Territory and must be submitted through a formal statement adequately supported to be attached to the Bid. Lega Calcio Serie A reserves the right to adopt any appropriate measure. In addition, please note that any delay in the payment of the 5% down-payment would not entail automatic termination of the License Agreement, but would entitle Lega to terminate it according to Clauses 5.1 (i) and 6.13.2.

In respect of all ensuing payments under Clause 5.1, Lega Calcio Serie A requires them to be made according with the schedule set out therein, as each Licensee will have enough time to plan ahead and comply therewith.

- 36.** *In accordance with company policy, we intend to provide Lega Calcio Serie A with a Parent Company Guarantee rather than a Bank Guarantee as laid out in Clause 5.2. Please confirm that this is acceptable.*

The Bidder must demonstrate to be in possession of adequate security in respect of its solvency and ability to ensure the exact fulfillment of the payment obligations deriving from the award of rights, as provided in the Bid Letter (see Appendix 3).

Therefore, a copy of the Bidder's last annual audited financial statement showing adequate guarantees of solvency and financial resources so as to guarantee the payments set forth in Clause 5.1 or, alternatively, a first-demand guarantee by a bank or by a third party in relation to the fee due per Season, must be attached in support of the Bid.

A parent company guarantee is deemed an acceptable form of third party financial security. In any case, Lega Calcio Serie A reserves the right to evaluate the adequacy of such security with respect to a Bidder's financial standing.

- 37.** *Our Understanding of Clause 5.2 is that, having provided security in the form of a Parent Company Guarantee and then subsequently meeting the payment terms as defined in the contract, we would not be required to make advance payments of rights fees. Please confirm that is the case.*

Any Bidder shall attach to its Bids all the documentation set out in Appendix 3. Moreover, as per Clause 5.2, if such documentation is not considered adequate by Lega Calcio Serie A, Lega may require “*at the time of and as a condition of the award of a Package [...] the provision of a first-demand guarantee by a bank or by a third party and/or the payment of an amount equal to the Licensee's first two (or other upcoming) payment obligations*”.

- 38.** *If our bid or any part of our bid is accepted, we shall provide fully-audited accounts to Lega Calcio Serie A upon request. Please confirm that this acceptable*

Confirmed, provided that any Bidder shall attach to its Bids all the documentation set out in Appendix 3 and subject to Clause 5.2.

- 39.** *In the event of a Bidder presents an industry standard mother company guarantee letter with regards to its fulfilment of the commitments under the ITT, to what extent will Lega Calcio Serie A consider such as a full and only guarantee to its commitments. (Clause 5.2)*

See answer no. 36 above.

- 40.** *We would like to request the exemption to providing Bidder's last annual audited financial statement (item b of page 64).*

According to Annex 3, item b), page 64, should a Bidder not attach to its Bid copy of the last annual audited financial statement it must, in the alternative, provide a first demand bank guarantee. Besides, according to Clause 5.2, upon Lega Calcio Serie A's request, such Bidder shall be obliged to provide satisfactory evidence of its financial standing, at the time and as a condition of the award of a Package and the continuous enjoyment of the associated Rights.

- 41.** *We prefer the financial security from a third party rather than a foreign bank. Could it be accepted that the guarantee (the third party) sign one letter when signing agreement?*

See answer no. 36 above.

## [LICENSE TERMS]

42. *We object to the penalty provisions of Clause 6.13.5 and Clause 6.13.7 as we feel that Lega Calcio Serie A already has the recourse of the courts to evaluate any damages for early termination if the parties cannot agree such amount.*

The penalty provisions are inserted in the ITT so as to prevent unfair behaviors, also from a professional standpoint, and to enhance competition among bidders. For these reasons, the clauses of the ITT cannot be amended.

However, please note that there is no possibility of double-counting of damages and, in any case, the amount of the penalty can be subject to reduction on a case-by-case basis, should it be not consistent with the fairness principle under the Italian Law.

43. *The Bidder does not consider it reasonable, as Lega Calcio Serie A accepts an obligation to mitigate any losses suffered under this clause, that the Licensee would be required to pay a contract penalty in the event of termination. We would suggest that such requirement is removed (Clause 6.13.5).*

See answer no. 42 above.

44. *6.13.5 – we would like to request that this clause is altered so that Licensee is obligated to pay only the license fees less any amount Lega Calcio Serie A is able to obtain by re-assign the rights to a third party in the Territory.”*

See answer no. 42 above.

45. *Given that no License Agreement has been provided, please clarify what the first sentence, “The License Agreement is deemed executed, immediately coming into force and fully effective and binding between Lega Calcio Serie A and the Bidder, based upon the content of the successful Bid and all terms and provisions contained in the ITT”, means. (Clause 6.1)*

All terms and provisions contained in the ITT, including possible modifications decided during private negotiations, together with the content of the successful Bid constitute the License Agreement. As a matter of fact, “License Agreement” is defined as follows: *“the agreement governing the terms and conditions of the time-limited license that the awarded Bidder(s) enters into with Lega Calcio Serie A in respect of the applicable Package(s) contained in this ITT, as specified in Clause 6.1 of this ITT”*. On this basis, there is no requirement for a separate long-form agreement.

*Please confirm that a successful Bidder will have the opportunity to negotiate the License Agreement before execution.*

Not confirmed. The clauses of the ITT cannot be amended, unless otherwise provided under Clause 4.7.

46. *Please clarify if after the package is awarded the parties will discuss and enter into a long form agreement or if the Rights would be granted only on the basis of the ITT? In case the parties agree to certain changes on the conditions of the ITT, how would these changes be incorporated to the ITT in the case of not having a long form agreement? Same comment applies to the clauses of page 64 and 65 of the ITT. (Clause 4.8);*

All terms and provisions contained in the ITT, including possible modifications decided by Lega Calcio Serie A during private negotiation according to Clause 4.7, together with the content of a successful Bid, constitute the License Agreement i.e. there is no requirement for a separate long-form agreement. The clauses of the ITT cannot be amended, unless otherwise provided under Clause 4.7.

- 47.** *Please confirm that the License Agreement shall follow only the terms of the ITT. On the contrary, please provide standard License Agreement for previous analysis.(Clause 6.1)*

See answer no. 46 above.

- 48.** *Term*

*1. Could you please confirm that all content and format can be exploited an unlimited number of times during the Term (from July, the 1st 2018 until June, 30th 2021)?*

Please refer to the answers provided within the "Archive Footage" section above.

- 49.** *Please confirm that Lega Calcio Serie A will commit to assist the Licensee in bringing any claim against a Third Party Infringer.(Clause 6.12)*

*Pursuant to Clause 6.12 “[...] Lega Calcio Serie A shall support, with reasonable efforts, the Licensee in any court or arbitral proceedings brought against Third Party Infringers, and Lega shall in any case be free to enforce the Rights in case of Licensee’s inactivity ....”*

*Please confirm whether Lega Calcio Serie A is prepared to accept an obligation to take action against infringers, both within and outside the territory, where reasonable.*

See above.

- 50.** *Shall Licensee be entitled to use marks and logos of Lega and Clubs for promotional activities surrounding its transmissions, by example, but not limited to use on its apps, editorial coverage, fantasy games, amongst other? (Clause 6.6)*

Use of the marks and logos of Lega and the Clubs is authorised only as part of that Licensee’s promotional and marketing activities in respect of its right to broadcast the Competitions. Any use for other purposes, for example in order to promote any product or service other than the broadcast itself, is strictly forbidden.

For further guidelines and instructions for use of the marks, logos, emblems, graphics layouts, hymn/signature tune of the Lega Calcio Serie A and of the Clubs, as well as other similar types of intellectual property, please see the Media Production Regulations (to be made available duly in advance before the beginning of each Football Season).

- 51.** *Article 6.6 of the ITT clearly states the possibility for a broadcaster to use the marks and logos of Lega and the Clubs as part of promotional and marketing activities. In order to allow each broadcaster to comply with the Minimum Broadcasting Obligations as set in 6.2.2, would the Lega Calcio Serie A and/or the Clubs provide the broadcasters with marketing and promotional materials (such as footages, archives material, photos, data, players’ official photos,...) free of charge, as part of the Rights made available in this tender?*

The rights listed in the question are for the main part owned by the Clubs and therefore not under direct control of Lega. However, Lega Calcio Serie A is available to take an active part

in this matter, without assuming any obligation on its behalf or on behalf of the Clubs, using its best effort to coordinate possible requests by the Licensees.

52. *We would like please confirm that we can change the wording of clause 6.8.2 from “(...) rights and protection measures that Lega Calcio Serie A deems necessary (...)” to “(...) industry standard rights and protection measures.”*

The Clauses of the ITT cannot be amended, although please note that the standard of anti-piracy and rights protection measures that Lega Calcio Serie A deems necessary is likely to be satisfied by strictly applied, enforced and successful industry standards, notwithstanding that Lega Calcio Serie A reserves its rights in this regard.

53. *Please confirm that clause 6.9 applies only to the available information.*

As part of its obligation under this Clause, a Licensee shall provide all required information to the extent deemed satisfactory by Lega Calcio Serie A, save for any possible derogations that Lega may grant on reasonable grounds on a case-by-case basis, upon objective justifications.

54. *Please confirm that successful bidder to the Betting Package can have non-exclusive rights to the Data Feed, including the near live data (without an additional cost).*

Data related to a Match included within the multilateral live signal is automatically provided to Licensees. However, any additional data including specific analysis or more deeply-detailed statistical summaries will be provided under specific agreements separately.

#### **[MINIMUM BROADCAST OBLIGATIONS]**

55. *With regard to Clause 6.2.2.5, are the Licensees expected to produce the trailers themselves or will Lega Calcio Serie A provide them?*

Lega Calcio Serie A will produce a trailer for each Match and these shall be provided to Licensees, as specified in point 3 of Appendix 4.

56. *In reference to Clause 6.2.2.1 and Clause 6.2.2.2, please would you clarify how it is possible for an OTT platform to comply with these Minimum Broadcast Obligations? Does this mean that it is not possible to sub-license the rights to an OTT platform?*

Both Clause 6.2.2.1 and Clause 6.2.2.2 make reference to possible exceptions that Lega Calcio Serie A may grant on reasonable grounds on a case-by-case basis, upon objective justifications (such as time zones, platforms, availability of television channels), to the requirement that a minimum number of Matches are broadcast using a television Platform. As a result, an OTT Broadcaster will potentially be able to satisfy the Minimum Broadcast Obligations (to the extent they relate solely to the number of Matches) using its OTT Platform and a Bid from an OTT Broadcaster shall be considered admissible on that basis. Lega Calcio Serie A will consider awarding Rights to an OTT Broadcaster and, subject to Clause 6.11, to an OTT Broadcaster as a sub-licensee, subject in any case to Clause 4.7. Furthermore, as set out in Clause 6.11, Licensee may be authorised to enter into a Sub-license Agreement concerning a partial exploitation of the Audiovisual Rights comprised in a Package within the respective Licensed Territory. Therefore, a Broadcaster exclusively active through OTT can sub-license a part of the Audiovisual Rights comprised in a Package in order to comply with Minimum

Broadcast Obligations. Similarly, it is possible to partially sub-license the rights to a Broadcaster exclusively active through OTT.

57. *Licensee shall broadcast a minimum of 3 said Matches by way of a Digital Terrestrial Platform or Satellite Platform or via cable'. This clause appears to be restrictive & not reflective of the current media landscapes in a number of territories. Can this obligation be lifted/expanded to accommodate the differing media landscapes and provide provisions for digital only providers as well? (Clause 6.2.2.1)*

Both Clause 6.2.2.1 and Clause 6.2.2.2 make reference to possible derogations that Lega Calcio Serie A may grant on reasonable grounds on a case-by-case basis, upon objective justifications such as time zones, platforms, availability of television channels.

58. *For the minimum broadcast obligations in term 6.2.2, could you please confirm if we have to broadcast Coppa Italia Package on television Platform?*

Lega Calcio Serie A requires that a Licensee of the Coppa Italia Package must use its best endeavors to broadcast all Matches specified in Clause 6.2.2.2 on a television Platform, without prejudice to the minimum broadcast obligations set out in the same Clause. Please also refer to the possible limited derogations specified in Clause 6.2.2.2 which Lega Calcio Serie A may grant on reasonable grounds on a case-by-case basis, upon objective justifications such as time zones, platforms, availability of television channels.

#### **[LANGUAGE]**

59. *Please confirm that the recognized Languages include all languages actually spoken in the relevant country. (Clause 6.3)*

Subject to Clause 4.7, exploitation of the Rights shall be made only in the legally recognised languages (as distinct from languages merely *spoken*) of the relevant country, except for the Italian Communities package, the Rights under which shall be exercised solely in the Italian Language without exception. By way of example, as regards the USA - where laws require documents to be issued in multiple languages when there are large numbers of non-English speakers in an area - the Spanish language is considered as legally recognised under the terms of this ITT. Lega Calcio Serie A will evaluate similar situations for the same purposes.

*For pan-regional distribution, please confirm that the transmissions can include all languages relevant to each country within the footprint.*

The Rights may be exploited, in each relevant country within a region, only in the legally recognised language(s) of each respective country, subject to any changes that may be made by Lega Calcio Serie A to the contents of a Package as a result of private negotiations.

*Can upon request languages be included that are not specifically recognized in a specific country or region.*

No, as per Clause 6.3, subject, however, to Clause 4.7 and to changes made by the Lega Calcio Serie A to the contents of the Packages as a result of the private negotiations.

60. *Please confirm that the inclusion of Clause 6.3 is only to comply with EU law and as a protection against piracy and, therefore, that the restriction on Language should only apply to*

*European territories. By way of example, Spanish is widely spoken in the USA, but is not recognized as an official language of the USA. Would this clause prohibit the sale of Spanish Language rights in the USA?*

The provisions of Clause 6.3 are intended to apply globally. For the specific example of Spanish language use within the USA, please see answer no. 59 above.

- 61.** *Broadcast only to be made in local languages which is fine. Can you please confirm however that within Europe (and therefore outside Italian Communities Package) you will not authorize any third party to broadcast within the acquired territory in any other language? Exclusivity issue. (Clause 6.3)*

See answer no. 59 above.

### **MEANS OF TRANSMISSION**

- 62.** *Given the rapid evolution of broadcasting technologies, we do not consider it appropriate to limit the scope of rights to only those technologies available at the current time. Please confirm that the rights granted will therefore be platform- and technology-neutral. (Clause 6.4)*

Except where expressly stated otherwise, the rights granted will be platform- and technology-neutral with respect to technological means and distribution systems currently available. Any technological and distribution systems brought into commercial use after the date of this ITT or developed for use in the future shall only be authorised by Lega Calcio Serie A upon execution of a specific separate written agreement.

- 63.** *Clause 6.4 currently reads “.., upon execution of a specific separate written agreement”. At no additional cost we assume – neither license fee nor technical?*

See answer no. 62 above. Additional fees may therefore be payable.

- 64.** *“Mobile Platform” – we request the clarification of the definition to include the use of Licensee’s apps and other mobile delivery.*

Exploitation of Rights by way of Mobile Platform, where permitted to a Licensee under a Package, requires that the selected devices are connected with mobile communication networks. Without prejudice to Clause 6.4 of the ITT, Licensees shall be able to exploit their respective Rights by way of any technological means and distribution systems currently available, including by way of Mobile Platform and Internet Platform (where applicable to the use of apps, for example).

- 65.** *Please confirm (if any) which technologies are currently considered “not in commercial use” as at the date of this Tender.*

“Technological means and distribution systems” considered “not in commercial use” as at the date of this Tender are those that are not mentioned in or explicitly contemplated by this ITT, for example by not being set out as one of the platforms in the Definitions section.

*Please confirm that the evolution of existing technology is not considered “new technology”? For example, the development of 5G is within the definition of Mobile Technology.*

The distinction shall have to be assessed on a case by case basis on reasonable grounds and in good faith. Accordingly, the evolution of existing technology shall be deemed distinct from new technology and would be constituted by the modification or improvement within reasonable boundaries of an existing technological delivery or transmission system such that it retains the essence of the previous technology, adapted for example to improve speed or capacity of transmission. In this context, and without prejudice to the generality of the above, moving from 4G Mobile Technology to 5G as suggested would not be deemed a new technology as it effectively involves the use of a different frequency of the wireless spectrum and is, to a degree, substantially similar to existing practice.

*Please confirm that HDR 4k/8k and VR 360° as referenced in Appendix 4 of the Tender, are considered existing technologies already in use/commercial use.*

Confirmed as existing production standards, albeit relatively recent ones and still in the process of adaptation (in the case of VR 360°). The additional Signal access cost for Matches produced in HDR 4k/8k will be quoted in accordance with the development of the related technology and relative production costs. Similarly, if any Matches are produced in “VR 360°” technology, the requesting Licensee will pay an additional fee to be quoted in accordance with the development of such technology and relative costs as already specified in clause of Appendix.

- 66.** *What is Lega Calcio Serie A’s approach in regard to the Rights exploitation on Social Media Platforms? Would it be possible for a broadcaster to exploit Serie A Package and/or Coppa Italia Package on Social Media Platforms (including but not limited to Facebook, Twitter, Youtube,...) ?*

Provided that all modalities of exploitation laid down in each Package and all Reserved Rights set out in the ITT are complied with, and without prejudice to any provisions of the ITT (by way of example Clauses 6.4 and 6.8), exploitation of the Rights on social media Platforms will be permitted.

#### **[ADVERTISING]**

- 67.** *In reference to Clause 6.7.2, please confirm that the references to the match bumpers will be in accordance with the provisions of Clause 7.3.1.*

Match bumpers (and break bumpers) under Clause 6.7.2 may be in addition to what is provided by Clause 7.3.1. Please note that full details about Match bumpers will be set out in the Media Production Regulations (to be made available duly in advance before the beginning of each Football Season).

- 68.** *Notwithstanding the restriction on commercial advertising, please confirm that a Licensee may use images of football players, officials and managers of Clubs in promotional materials relating to its exploitation of the rights. (Clause 6.2.4 (i))*

A Licensee may use images of the Match, including therefore images of players and, if any, of officials and managers of Clubs only in its broadcast materials strictly related to the promotion of its exploitation of the Rights. Any use for other purposes, for example in order to promote any product or service other than the broadcast itself, is strictly forbidden.

- 69.** *Please confirm how many official title sponsors and presenting sponsors of the Competitions there will be during the Term. (Clause 6.7)*

In each geographic area, each Competition may have one title sponsor and one presenting sponsor; in this respect, Clause 6.7.1 provides that “a Licensee shall have an obligation to consult with Lega Calcio Serie A, by 31 March of each year prior to the ensuing Football Season, to inform itself of the complete list of the official title sponsor and the presenting sponsors and to ensure any doubt is avoided as to which product category a potential sponsor’s products or services may come within”.

- 70.** *Shall a Licensee be entitled to insert industry standard crawlers, limited number of drop-in promotions and bottom line during the feed of a Match? (Clause 6.2.3)*

Confirmed, provided that such inserts shall not affect or hide any sports action, graphics or advertising banners and provided that all terms and conditions of the ITT, including but not limited to Clause 6.7, are respected. Number, size and frequency of such inserts shall be defined under the Media Production Regulations (to be made available duly in advance before the beginning of each Football Season).

- 71.** *To what extent do the Competitions have or will carry a title sponsor for the Terms of the Agreement? What are the presenting sponsors of the current Competitions? (Clause 6.7.1)*

See answer no. 69 above.

- 72.** *Shall the referred match bumpers and break bumpers be included on the Signal of each match. Likewise, please share the Media Production Regulations. Clause 6.7.2)*

See answer no. 67 above.

### **[SUB-LICENSE // ASSIGNMENT]**

- 73.** *Please confirm that, under the provisions of Clause 6.11.2, Lega Calcio Serie A will only reject the identity of a proposed sub-licensee if it has reasonable grounds to do so and that, in the event a proposed sub-licensee is rejected, a full explanation of the reasons for the rejection will be provided.*

The Sub-license Agreement must comply with all the conditions laid down in Clause 6.11.1. Lega Calcio Serie A, pursuant to Clause 6.11.2, can object the Sub-license Agreement within 20 days from receipt of the communication by the Licensee providing the latter with the relevant grounds. Lega Calcio Serie A will carry out its evaluation in good faith.

- 74.** *We would like to request the ability to assign, in whole or in part, the License Agreement to affiliate or parent companies of the Licensee, upon prior notice to Lega Calcio Serie A. (Clause 8.9)*

In principle, the License Agreement cannot be assigned by the Licensee, in whole or in part, to any third party, if not previously authorised by Lega Calcio Serie A which shall be granted on reasonable grounds. We anticipate that a grant within the same Group of companies is reasonably acceptable, provided that the grantee confirms its full acceptance of all terms and conditions of the ITT and all provided guarantees are fully maintained, without prejudice of

Lega Calcio Serie A's right to request further guarantees as per Clause 5.2 (by way of example, a guarantee to be issued by the Sub-licensee parent company).

### **[PRODUCTION]**

- 75.** *Further to clause 1.4 of Appendix 4, if matches are produced in HDR, 4k/8k or VR 360, will a standard HD signal also be made available for licensees to use? Please provide details of the access fees for these additional services?*

In case of any Matches produced in HDR, 4k/8k or VR 360, a standard HD signal will also be made available to Licensees (relevant access fees already specified in point 4 of Appendix 4). It is not currently possible to provide an estimate of the access fees for such additional services; however, it is confirmed that additional Signal access cost for Matches produced in HDR or 4k/8k will be quoted in accordance with the development of the related technology and relative production costs. Similarly, if any Matches are produced in "VR 360" technology, the requesting Licensee will pay an additional fee to be quoted in accordance with the development of such technology and relative costs.

- 76.** *It will be optional not mandatory to take any Match produced in HDR 4K/8K? (Appendix 4. Clause 1.4)*

The possible broadcast with HDR or 4k/8k technology is upon Licensee's request, provided that such standard is available and produced by Lega. Consequently, it is optional and not mandatory.

- 77.** *Please confirm whether all Serie A Championship matches will be produced. (Clause 1.3)*

Confirmed; all Serie A Championship Matches will be produced, subject to force majeure events and other events that are not under the Lega Calcio Serie A's control.

- 78.** *Please confirm that to which extent and/or satellite shall the Signal be delivered to Licensees. (Clause 1.3)*

The answer to this question is provided for by 1.3 of Appendix 4 "*Lega Calcio Serie A guarantees that all Signals from all Matches will be available to the Licensees and Sub-licensees through delivery to the OB facilities present at the site of the Match. Upon request of the Licensee or Sub-licensee and prior consent of the technical distribution service designated by Lega Calcio Serie A, the Signal can be made available through satellite links (European satellite access, turnaround excluded) to specific encrypted channels or other modalities*".

- 79.** *Will there be instant highlights during the games, which we will use on our 1st channel in the live show? How can we access them?*

Instant highlights can be provided to Licensees under separate agreement.

- 80.** *In addition to live games, we also require post/pre match interviews with players, coaches etc. Can you provide them attached to the international feed? It is again crucial for pre/post match programming.*

Please refer to Appendix 4 for all information regarding additional content and how it can be made available to a Licensee. In particular, please refer to point 2.1 xiii of Appendix 4, according to which the Licensee can “request unilateral windows before the multilateral transmission starts and after its conclusion, dedicated to interviews and/or to customised audio-video connections, for pre-Match stand-up and post-Match interviews in the “Flash Zone”, pending prior payment of the related technical costs.”

- 81.** *We have the international feed through satellite. For OTT broadcasting we will need to download the signal and put it on OTT ourselves. Do you serve any OTT feeds as well are there any plans to do so in the future. For example, we get UEFA feeds and directly put them onto our website or mobile platform. Is this possible and under what circumstances?*

An OTT feed may be one of the additional modalities and any specific or additional service can be provided to Licensees under separate agreements and at additional costs.

- 82.** *About the compensation for the technical costs and additional content:*  
*o 3,5% of the fee for the access to the signal on a European satellite*  
*o 0,5% of the fee for the additional content*  
*Are these two compensations necessary?*

Such fees shall be necessarily incurred in order to access the Signal feed of the Matches and the feed for the Additional Content.

*If they are necessary, why are the costs not fixed? The amount of the matches are fixed, in our opinion, the technical costs could be predictable and fixed.*

The costs depend on the extent and on the value of the respective Territory, according to the distribution currently decided by Lega Calcio Serie A. For this reason such costs are not fixed from the beginning.

*Will the technical agreement be written and signed separately?*

Confirmed only for additional services.

*Do you have a rate card for the 4k and VR360 technical costs?*

4K/8K and VR360 production costs will be quoted in accordance with the development of such technologies, based also on production costs.

- 83.** *Please confirm the technical costs payable include the access to the European Satellite at no additional costs.*

Confirmed, as indicated in Clause 4 of Appendix 4.

- 84.** *In regard to the Additional Content as detailed in Appendix 4 would you please clarify: If all the Additional Content (including the Preview Magazine, Extra episodes) will be produced and made available by Lega Calcio.*

All the content listed in Clause 3 of Appendix 4 will be made available by Lega Calcio Serie A.

*In which different languages the Magazines will be made available.*

The Magazines will be available in English and Italian. Additional languages can be provided under separate agreement.

As regards the languages in which the Rights shall be exploited, please refer to Clause 6.3.

- 85.** *In regard to the Appendix 4, could you please clarify that the transmission costs to be paid, in addition to the License Fee per season represent: (i) 3.5% of the License Fee per season offered and paid by a broadcaster in a Territory for the delivery of the live Matches; (ii) an additional 0.5% of the License Fee per season offered and paid by a broadcaster in a Territory for the reception of the Additional Content ?*

Confirmed.

- 86.** *Please specify where the satellite feeds will be made available. (Appendix 4, Clause 1)*

*As indicated at 1.3 of Appendix 4 “Lega Calcio Serie A guarantees that all Signals from all Matches will be available to the Licensees and Sub-licensees through delivery to the OB facilities present at the site of the Match. Upon request of the Licensee or Sub-licensee and prior consent of the technical distribution service designated by Lega Calcio Serie A, the Signal can be made available through satellite links (European satellite access, turnaround excluded) to specific encrypted channels or other modalities”.*