

LEGA NAZIONALE PROFESSIONISTI

Invitation To Tender for the International Audiovisual Rights of the Final Phase of Coppa Italia Matches Seasons 2010–2011 and 2011–2012

Date of Issue:

9th June 2010

Deadline for submission of Bids:

18th June 2010, 12:00 CET

This document contains the English version of the Invitation to Tender ("ITT")
Only the Italian text is the authentic text of the ITT.
Should any discrepancy arise, it shall be solved referring solely to the Italian text.



Contents

1.	INTRODUCTION	4
1.1	Recitals	4
1.2	The Centralised Sale of Rights	4
1.3	Mission of Lega Calcio	4
1.4	Coppa Italia Competition	4
1.5	Requests for Information	5
1.6	Definitions	6
2.	THE TENDER PROCESS	9
2.1	Objectives	9
2.2	Advice to Bidders	9
2.3	Eligibility of Bidders	9
2.4	Bid Requirements	9
2.5	Opening of Bids	10
2.6	Private Negotiations	11
2.7	Award of the Media Rights	11
2.8	Fees	12
2.9	Payments	12
2.10	Financial Security	13
3.	MEDIA RIGHTS	13
3.1	Media Rights Package	13
3.2	Means of Transmission	13
3.3	Term	14
3.4	Broadcast Obligations	14
3.5	Territory	14
3.6	Associated Rights	14
3.7	Exclusivity	15
3.8	Sub-licensing	16

4.	LICENSE TERMS	17
4.1	Media Rights Agreement	17
4.2	Licensee's Obligations	17
4.3	Lega Calcio Obligations	18
4.4	Copyright	19
4.5	Assignability	19
4.6	Term and termination	20
4.7	Miscellaneous	20
5.	PRODUCTION	21
5.1	Production and distribution of the Signal	21
5.2	Costs	21
5.3	Competition Logo	21
6.	LEGAL	22
6.1	No Grant of Rights	22
6.2	No Warranties or Representations	22
6.3	Costs and Expenses	22
6.4	Confidentiality	22
6.5	Intellectual Property	22
6.6	Amendments	23
6.7	Data Treatment	23
6.6	Language	23
6.9	Governing Law and Venue	23
	APPENDIX 1 - Summary of the Audiovisual Rights	24
	APPENDIX 2 - Italian Language transmissions	25
	APPENDIX 3 - Signal – Access to stadiums	26
	APPENDIX 4 - Rights reserved to Lega Calcio and Clubs	27
	APPENDIX 5 - Fac-simile of the Bid	28

1. INTRODUCTION

1.1 Recitals

According to Italian Legislative Decree nr. 9 of January 9th, 2008, Lega Nazionale Professionisti (hereinafter “Lega Calcio”) hereby issues this Invitation to Tender regarding the acquisition of Media Rights in all territories other than Italy, San Marino and the Vatican City in respect of the Final Phase of the Coppa Italia competition for Seasons 2010-2011 and 2011-2012. The tender procedure is conducted in accordance with the Guidelines approved by the Italian Communications Authority (AGCOM) on May 14th, 2009, and by the Italian Competition Authority (AGCM) on July the 1st, 2009.

Lega Calcio is assisted by Infront Italy (a subsidiary of the Infront Group) as its *advisor* for the centralised sale of the Media Rights and the associated tendering process hereunder.

1.2 The Centralised Sale of Rights

The centralised sale of rights in a transparent and efficient manner pursuant to this ITT is designed to create a coherent, innovative high quality product which can be comprehensively promoted and widely broadcast to football supporters throughout the world, particularly in those international territories with a strong Italian community. The centralised sale and distribution will also encourage considerable media exposure, exceptional programming standards and a balanced representation of matches and teams and will ensure that Italian football is more internationally desirable, successful and vibrant than it has ever been.

1.3 Mission of Lega Calcio

Lega Calcio's primary goal of the sale of the audiovisual rights in the Competition is the realisation of Italian football's potential for unprecedented and powerful growth in the international market.

1.4 Coppa Italia Competition

- 1.4.1 The Coppa Italia competition is organized by Lega Calcio or, in the alternative, by the entity that will be entitled by the Italian Football Federation (FIGC) to organize the Serie A Championship during the relevant Season. Lega Calcio, as an association of Clubs affiliated to FIGC, has full organizing and administrative autonomy and carries out the following sporting competitions, with the participation of many Clubs pursuant to the terms and durations provided in the relevant regulations, deciding the relevant schedules, dates and timing: Campionato di Serie A, Campionato di Serie B, Coppa Italia, Supercoppa Italiana, Campionato Primavera, Coppa Italia Primavera, Supercoppa Primavera..
- 1.4.2 The Coppa Italia is an annual knock-out cup competition, featuring clubs from different championships and, traditionally, also different leagues, for a total of 78 clubs: in principle, 20 clubs drawn from Serie A, 22 from Serie B, 27 from the First

and Second Divisions of the Lega Pro and 9 from Serie D of the Lega Nazionale Dilettanti.

The Clubs from the various championships enter into the Competition in different phases, with the first rounds reserved to such clubs participating in the lower championships and 8 “seeds” (i.e. those 8 best ranked at the end of the previous Campionato di Serie A).

The Coppa Italia is a single match knock-out competition, except only with respect to the semi-finals, which are comprised of home and away matches.

In principle, the final is played at Rome’s Stadio Olimpico as a neutral field.

The Coppa Italia is played from August until May/June of each Season, on such dates on which Serie A and Serie B matches are not played. The Final Phase, in particular, begins not before December. During the playing of the Serie A and Serie B championships, the Coppa Italia Matches are played on weekdays. It is possible to spread Matches of the same Round over different dates, pursuant to television transmissions’ needs. The final Match is scheduled on a Saturday or a Sunday, so that it does not conflict with the international schedules of the relevant Season.

The Competition regulations for Seasons 2010-2011 and 2011-2012 were published by the Lega Calcio on April 8th, 2010 (Comunicato Ufficiale n. 259, available on Lega Calcio website).

- 1.4.3 Hereunder there are indicated the approximate dates with reference to the playing of the different Rounds of the Final Phase (from the fifth round included and until the final) of the Coppa Italia 2010/2011.

ROUND	APPROX DATES	NUMBER OF PARTICIPANTS	NUMBER OF MATCHES
Fifth Round	9/12/2010 14/12/2010 12 and 13/1/2011	16 (8 winners of the 4th round + 8 “seeds”)	8 (direct knock-out)
Quarter Finals	18 and/or 19 and/or 20/1/2011 25 and/or 26 and/or 27/1/2011	8 (winners of the fifth round)	4 (direct knock-out)
Semifinals	19 or 21 and 20/4/2011; 11 and 12/5/2011	4 (winners of quarter finals)	2 (home) + 2 (away)
Final	29/05/2011 (or 11/06/2011)	2 (winners of semifinals)	1 (direct knock-out)

Decisions relating to the dates and the timing of any and all Matches are exclusively and unquestionably reserved to the Lega Calcio, which expects to schedule in prime time 12 Matches of the Final Phase of the Competition.

1.5 Requests for Information

Any questions or queries regarding the requirements and conditions of the tender process should be sent to Lega Calcio by fax or e-mail at any time but not later than five days prior to the deadline for the submission of Bids. Any such requests and their relevant replies will be published on the Lega Calcio website so as to be known by any other parties that may be interested in participating in the tender procedure. Such requests should be sent to both of the following addresses:

Lega Nazionale Professionisti	An	Infront Italy srl - Advisor LNP
Attn.: Mr. Marco Brunelli	d	Attn.: Mr. Marco Bogarelli
General Manager		President
Via Ippolito Rosellini n. 4		Via Deruta n. 20
20124 Milano		20132 Milano
Fax: +39 02 69010091		Fax: +39 02 77112824
E-mail: segreteria@lega-calcio.it		E-mail: presidenza@infrontsports.com

1.6 Definitions

In this ITT, the following terms and expressions shall have the following meanings (words importing the singular also include the plural and vice-versa where the context requires):

- **Archive Footage:** is the Match picture recording made in order to carry out the Media Products, which shall be considered to be archive footage as from midnight of the eighth day following such Match. Pursuant to the Decree, such footage is reserved to the Clubs.
- **Bid:** means a bid made by a Bidder for the Media Rights Package, submitted to Lega Calcio by way of a letter consistent with the pro-forma document set out in Appendix 5, together with the supporting information and documentation requested by this ITT.
- **Bidder:** means a person, organisation, Intermediary or (in the case of a joint Bid) a consortium that submits a Bid for the Media Rights Package.
- **Broadcaster:** means a party that has the ability to transmit Match content using one or more of a variety of Platforms, whether in digital or analogue format and on a linear or non-linear ("on demand") basis, and who is entitled, by agreement with the Licensee, to do so.
- **CET:** means Central European Time as it applies in the Italian Territory, including any adjustments made for daylight savings.
- **Club:** means each sport organisation taking part in the Competition in each Season.
- **Coppa Italia or Competition:** means the Coppa Italia competition or any possible future denomination of the same.

- **Decree:** means the Italian decree governing centralised sales of sport rights, i.e. legislative decree dated January 9th 2008, nr. 9, which has enforced Italian law nr. 106 dated July 19th; any definition which is not contained in this ITT has the meaning as per art 2 of the Decree.
- **Final Phase:** means the phase of the Competition that is comprised of such Rounds from the fifth Round (included) until the final of the Competition, totalling 17 Matches;
- **Free Broadcast:** means an unencrypted broadcasting system that is accessible to all viewers free of charge.
- **Guidelines:** means the guidelines for the tender and centralised sale of rights approved by the Italian Communications Authority (AGCOM) on May 14th 2009 and by the Italian Competition Authority (AGCM) on July 1st 2009.
- **Highlights:** means footage of a Match's most significant passages of play, including freeze frames, slow-motion frames, instant replays and any other frames or animated match action processing that the Licensee may use within the limits and conditions of its Media Rights Agreement.
- **Intermediary:** means an intermediary organisation with experience in the sale of audiovisual rights in the international sports rights market.
- **International Territory:** means the territory comprised of all the Regions and which specifically excludes the Italian Territory.
- **Interviews:** means the interviews of football players, coaches and company directors of the Clubs, made in accordance with the Media Production Regulation.
- **Invitation to Tender or ITT:** means the present invitation to tender.
- **Italian Territory:** means the territory including Italy, San Marino Republic and the Vatican City.
- **Licensee:** means a Bidder whose Bid is accepted and approved by Lega Calcio and who subsequently enters into the Media Rights Agreement governing the award of the Media Rights Package.
- **Match:** means a single Competition match, including pre and post-match phases.
- **Media Production Regulation:** means the regulation approved by Lega Calcio as published on its website which govern the rules and procedures of the audiovisual production of Competition Matches, Interviews and access to the Signal and to relevant sports stadia and facilities.
- **Media Products:** means the editorial products that are produced and compiled by the Licensee or by Sub-licensees, using any content which that party is entitled to exploit pursuant to the Media Rights.

- **Media Rights:** are, with reference to the Final Phase of the Competition, the available media and associated rights on offer in respect of Match footage that in combination constitute the Media Rights Package provided for by this ITT.
- **Media Rights Agreement:** means the binding long-form contract setting out in detail the terms and conditions that a successful Bidder must enter into with the Lega Calcio in respect of the Media Rights Package set out in this ITT.
- **Media Rights Package:** means a package of the Media Rights offered for exploitation in a Region pursuant to this ITT.
- **Pay Broadcast:** means a broadcasting systems that permits conditional access to a viewer upon payment of a particular sum, which may or may not be exercisable upon individual demand (such as, by way of example, pay television, pay-per-view and video-on-demand systems).
- **Platform** means any media system needed for the broadcasting and the reception of Media Products.
- **Pre-produced Highlights:** means packages of Highlights (“rough cut edit”) realized by the Lega Calcio or the relevant producer duly appointed, which include four minutes ca. of images with respect to each Match of the Final Phase, with English commentary. At the end of each day of each Round, a Pre-produced Highlights package comprehensive of all Matches disputed during such day of Competition will also be provided.
- **Region** means any one of the territories set out in Appendix 3.
- **Round:** means a round of Matches of the Final Phase of the Coppa Italia Competition (fifth round, quarterfinals, semifinals, final), including all Matches played in a week, which will be identified as such in the fixture lists for the Coppa Italia Competition issued by Lega Calcio.
- **Season:** means the period, according to the relevant sports regulations, between July the 1st and June the 30th of the following calendar year during which Competition Matches are played.
- **Signal:** means the international audiovisual signal containing the images and sound captured by cameras filming the Matches.
- **Sub-licensee:** means each Broadcaster to whom the Licensee assigns Media Rights, in whole or in part, through any written licenses, according to and in compliance with this ITT and the Media Rights Agreement.
- **Term:** means the duration of the Media Rights Agreement, being the 2010-2011 and 2011-2012 Seasons, unless otherwise advised.
- **User:** are, indifferently, any and all subjects that have access to the transmission of the Media Products; in case of Pay Broadcasts, the term includes either private users and/or commercial users.

2 THE TENDER PROCESS

2.1 Objectives

In accordance with Italian applicable law (art. 16 of the Decree), by the tender process provided herein Lega Calcio intends to grant to a Bidder all Media Rights of the Competition for exploitation in a specific Region, as described in the Media Rights Package, on the terms and conditions set out in this ITT.

2.2 Advice to Bidders

Bidders should carefully consider the requirements of Lega Calcio set out in this ITT and its Appendices and the obligations that a Bidder will be subject to. Each person or organisation that submits a Bid will be deemed to have read and understood the information set out in this ITT and to have accepted its terms, conditions and procedures.

2.3 Eligibility of Bidders

2.3.1 Bidders satisfying the following requirements are eligible to submit a Bid:

- (i) proven capacity and experience in the field of international audiovisual football rights, based in particular on its managers being experienced in such international market;
- (ii) sufficient means and organisation to support all the activities deriving from the grant of Media Rights; and
- (iii) adequate proof of its solvency and ability to ensure the exact fulfilment of the payment obligations deriving from the grant of Media Rights.

2.3.2 Bidders subject to liquidation or winding up procedures will not be admitted to participate in the Bidding process.

2.3.3 Joint Bids will be considered by Lega Calcio, provided at least one member of a bidding consortium satisfies all criteria governing the eligibility of Bidders as detailed above. A joint Bid will not of itself be considered as sub-licensing, however each joint Bid must clearly state how the rights comprised within the Media Rights Package are to be allocated between the members of the consortium. Each of the members of a consortium will (in the event they enter into the Media Rights Agreement) be jointly and severally liable to Lega Calcio in respect of the obligations which each of the members of the consortium have towards Lega Calcio.

2.4 Bid Requirements

2.4.1 Bids may be made in Italian or in English duly translated in Italian. Each Bid shall be undersigned by the Bidder's authorised representative, or by one of its special proxy duly authorised through a certified private deed or through a public deed, to be enclosed in original with the Bid. Bids made by other means or in other formats will not be accepted.

- 2.4.2 Each Bidder shall complete the form enclosed in Appendix 5 by providing the information requested therein and shall, in addition, provide all associated documents necessary to demonstrate satisfaction of relevant selection criteria.
- 2.4.3 Bids shall be submitted by hand in a closed and sealed envelope at the Lega Calcio headquarters, Via Ippolito Rosellini n. 4, Milano, prior to the deadline for the submission of Bids stated below. The envelope shall clearly bear the words: "*Offerta di acquisizione diritti Lega Calcio*" or, comparably in English, "*Lega Calcio international rights acquisition bid*".
- 2.4.4 All Bids must be submitted by no later than 12:00 midday (CET) on 18th June 2010. Lega Calcio will acknowledge and confirm with a Bidder the date and time of receipt of its Bid.
- 2.4.5 Each Bidder warrants that the information contained in its Bid and in any related documents is true and accurate. Any Bid found to contain false or misleading information may be immediately rejected by Lega Calcio. Should there be any material change to the information submitted by a Bidder as part of its Bid then that Bidder shall be under a duty to advise Lega Calcio of the relevant details of the change immediately.
- 2.4.6 Lega Calcio may request clarification from a Bidder of any of the formation/details provided in a Bid. Responses to these requests must be provided in writing within the deadline specified by Lega Calcio, sent to Lega Calcio's address and to the e-mail addresses specified in section 1.5.

2.5 Opening of Bids

- 2.5.1 Not later than the end of the working day after the Bid presentation deadline, Lega Calcio's legal representative or, in the alternative, its General Manager or another officer appointed by Lega Calcio will open the Bid envelopes in the presence of a notary. Only Lega Calcio's and the Clubs' managers, collaborators and advisors, as well as authorised representatives or special proxies of any Bidder, will be admitted.
- 2.5.2 This first stage of the envelope opening will end with a statement by Lega Calcio's legal representative of the number of Bids submitted for each Region, together with each of the Bidders' identities, which statement will then be recorded by the notary.
- 2.5.3 In a separate session to be held on the same day or on the following working day (at Lega Calcio's discretion), Lega Calcio shall examine the submitted Bids, taking the following elements into consideration:
- (i) the extent to which the eligibility requirements as per section 2.3 above have been satisfied; and
 - (ii) whether a Bidder has unconditionally accepted all of the obligations related to the grant of Media Rights.

- 2.5.4 Within seven (7) working days of the above date, Lega Calcio may, at its discretion, either award the Media Rights Package to a Bidder of its choice, or invite all of the Bidders that have submitted valid Bids for private negotiations to be conducted in accordance with the following section 2.6.
- 2.5.5 Lega Calcio will communicate its decision to all concerned Bidders within 24 hours, through publication on its website. If Lega Calcio elects to open private negotiations, Lega Calcio will also personally inform the invited Bidders specifying the details of such negotiations.

2.6 Private Negotiations

- 2.6.1 Bidders who have made valid Bids are admitted to private negotiations with Lega Calcio. For these purposes Lega Calcio will communicate its decision to begin such private negotiations on its website and, in the meantime, by sending written notice to any invited Bidders. At the same time, Lega Calcio will also communicate in the same manner the relevant procedures applicable to such private negotiations.
- 2.6.2 Subject to section 2.6.3 below, private negotiations must be concluded within 60 days from the date of their commencement.
- 2.6.3 Should Lega Calcio not receive any acceptable Bids during the course of the private negotiations, it may choose to undertake new competitive tender procedures or, after having so informed the Italian Communications Authority (AGCOM) and the Italian Competition Authority (AGCM), opt for additional private negotiations for an extended period of up to 30 days.
- 2.6.4 In all cases, Lega Calcio shall notify Bidders of the conclusion of its private negotiations by announcing the outcome of those negotiations on its website within 24 hours from the conclusion of the same.

2.7 Award of the Media Rights

- 2.7.1 According to the Decree, Lega Calcio will award the Media Rights Package to the Bidder selected through the above mentioned procedure after 45 days from the relevant communication to the Italian Competition Authority (AGCM).
- 2.7.2 Once the award of the Media Rights Package has taken place, the Licensee shall act under its own liability, without direct or indirect involvement of Lega Calcio in any respect except to the extent prescribed herein. Lega Calcio and the Licensee or the Intermediary shall not enter into any further and/or collateral contractual relationship for the entire duration of the Media Rights Agreement. Moreover, in performing its activity of Media Rights distribution (by executing sub-license agreements or otherwise), the Licensee will be obliged to observe any and all applicable legislation imparting exclusive liability.

2.7.3 In no case will Lega Calcio, its advisor or the Clubs be held responsible for the activities pursued by the Licensee (by executing sub-license agreements or otherwise) and the Licensee therefore accepts and agrees that it will indemnify and hold harmless Lega Calcio, its advisor and the Clubs from and against any and all third party claims, demands, losses, damages and costs arising from or in connection with the award of the Media Rights and the execution of the Media Rights Agreement.

2.8 Fees

2.8.1 Full details of the fee that a Bidder is prepared to pay for the Media Rights Package must be included in the Bid letter. All amounts must be expressed in Euros (€) net of VAT, if any, and must state the actual net amount that Lega Calcio will receive. The Licensee will be solely responsible for the payment of any taxes, deductions and withholdings applicable to such payments. All payments to Lega Calcio shall be grossed-up accordingly where necessary to ensure full receipt by Lega Calcio of the Bidder's stated net fee.

2.8.2 In respect of the Media Rights Package fee offered by a Bidder, Lega Calcio will automatically deem for each relevant Season (and will allocate accordingly) the sum of Euro 50.000,00 (fifty thousand) net of VAT, if any, to constitute a payment in respect of the Pre-produced Highlights.

2.8.3 The sum due to Lega Calcio cannot be reduced in any way whatsoever or otherwise modified in cases where the Licensee or any of its Sub-licensees cannot exercise any of the Media Rights for any reason (other than the non-fulfilment by Lega Calcio of its contractual obligations).

2.9 Payments

2.9.1 The Licensee will be required to pay the applicable fee(s) in advance instalments in accordance with the following schedule:

(i) for the 2010-2011 Season: 5% upon the acceptance of the Offer by the Lega Calcio; as for the remaining amount: 25% on or by 1 August 2010; 25% on or by 1 October 2010; 25% on or by 1 January 2011; and 25% on or by 1 April 2011;

(ii) for the 2011-2012 Season: 25% on or by 1 July 2011; 25% on or by 1 October 2011; 25% on or by 1 January 2012; and 25% on or by 1 April 2012.

2.9.2 Payments may be made only by bank transfer to the current account communicated in writing to the Licensee by Lega Calcio. The transfer receipt will be the payment acquittance.

2.9.3 Any delay whatsoever in the payment of the relevant fee will result (without the need for notice) in the accrual of interest in favour of Lega Calcio, to be calculated in a measure equal to the Official Referenced Rate of the Bank of Italy on the basis of the REPO-BCE (The European Bank Community Policies Yield Rate) in force in the period relative to such non-fulfilment, plus 3 percentage points.

- 2.9.4 The payment of the fee cannot be suspended or delayed for any reason whatsoever. Should the Licensee suspend the payment for any reason, Lega Calcio will be entitled to immediately suspend the grant of Media Rights.

2.10 Financial security

- 2.10.1 Lega Calcio will pay particular attention to the financial standing of a Bidder and that Bidder's ability to fulfil its financial obligations under the Media Rights Agreement.
- 2.10.2 Bidders will be required to provide satisfactory evidence of their financial standing and provide satisfactory financial assurances, which may include, by way of example, the provision of security acceptable to Lega Calcio and/or the provision of a guarantee by a third party.
- 2.10.3 The financial security offered by a Bidder will be a specific factor in Lega Calcio's evaluation of the acceptability of a Bid.

3. MEDIA RIGHTS

3.1 Media Rights Package

A Media Rights Package comprises the following rights, exercisable in respect of a specific Region:

- (i) the exclusive right to transmit live and in full the Matches of the Competition;
- (ii) the exclusive right to broadcast the Pre-produced Highlights;
- (iii) the exclusive right to edit and broadcast its own Media Products, such as pre-Match, half-time and post-Match programming and/or magazines, including Interviews to be realized pursuant to the Media Production Regulation;
- (v) the non-exclusive admission right to the stadium at which a Match is being played, limited to as provided for by Appendix 3;
- (vi) the non-exclusive right to broadcast Archive Footage of Matches, whether, played during the current Season or in the immediately preceding Season, in order to produce Media Products.

3.2 Means of Transmission

- 3.2.1 Lega Calcio acknowledges the current convergence of multiple transmission techniques and wishes to encourage the transmission of Media Products and Competition content across as many Platforms as possible.

- 3.2.2 The Licensee shall therefore be able to exploit the Media Rights using one or more of a variety of Platforms which may include, without limitation, terrestrial television, satellite television, cable television, all forms of Free Broadcasts and Pay Broadcasts, radio, internet, technologies for mobile devices, and closed circuit transmissions for private and public viewing, therein including on aeroplanes and ships flying the flag of any of the countries of the relevant Region.
- 3.2.3 Licensed content may be transmitted in digital or analogue format and, provided the Licensee is acting within the provisions of this ITT and the terms of its Media Rights Agreement, may be transmitted on a linear or non-linear ("on demand") basis, as may be appropriate for a specific Platform.

3.3 Term

- 3.3.1 The term within which the Licensee shall be entitled to exploit the Media Rights shall be the two Seasons 2010-2011 and 2011-2012.
- 3.3.2 Upon expiry of the above mentioned term, or where the Media Rights Agreement is terminated earlier for any reason whatsoever, each and all grants of Media Rights to the Licensee shall end without qualification or exception. As a consequence, any possible exploitation of any of the Media Rights by the Licensee and/or its Sub-licensees is forbidden.

3.4 Broadcast Obligations

The Media Rights Package also comprises the following obligations:

- (i) in all countries or Sub-Regions of the Region where the Media Rights will be sub-licensed, Licensee shall ensure that its Sub-licensees broadcast in full, live or delayed, at least 10 (ten) Matches of the Final Phase of the Competition, including the Final, at their own choice save for any possible derogations that Lega Calcio may grant on a case by case basis;
- (ii) should the Media Rights be sub-licensed in any of the countries or regions falling within the territories listed in Appendix 2, Licensee shall ensure that (in addition to any other local language) its Sub-licensees' broadcasts are also made in the Italian language, pursuant to the same level of distribution of such transmissions in the Italian language ensured during Season 2009/2010.

3.5 Territory

- 3.5.1 The Licensee shall ensure that broadcasts of the Matches and in general of Media Products are limited to the relevant Region, in particular by the use of any means which may prevent reception or re-broadcasting of audiovisual content within any other Region (which, for the purposes of this section, shall include the Italian Territory), due to the fact that such reception, even partial, within such territory may infringe license agreements executed between the Lega Calcio and a relevant broadcaster in the Italian Territory.

- 3.5.2 For this purpose, the Licensee hereby undertakes to put in place measures that are necessary (or which may be requested by Lega Calcio) to prevent overspill of Match content into other Regions. In particular, the Licensee acknowledges the following obligations:
- (i) in respect of any satellite broadcast and of any cable re-transmission that may be received in other Regions, any possible receipt of images of any Match footage in the other Regions must be prevented. The Licensee shall also refrain from any marketing or promotional activities within the other Regions concerning transmissions made inside the relevant Region;
 - (ii) in respect of terrestrial transmissions, any possible overspill in the other Regions must be prevented, save for any minimum and unintentional overspill in the geographical areas immediately close to the relevant Region's border. Should Lega Calcio so require, a Licensee shall carry out any necessary activity in order to stop or to limit any overspill due to the fact that such overspill may potentially infringe the relevant media rights agreement executed by the Lega Calcio within the Italian Territory; and
 - (iii) in respect of internet transmissions, it must be guaranteed that these are limited to the relevant Region only by using the best technical means (for example, geo-blocking) that is available for this purpose.
- 3.5.3 Free Broadcasts by a terrestrial television Broadcaster are forbidden in all cases within the Italian-speaking regions of Switzerland, the Capodistria region and Principality of Monaco.

3.6 Associated Rights

3.6.1 Use of Marks

Lega Calcio will grant to a successful Bidder, subject to the terms of its Media Rights Agreement, certain non-exclusive rights to use specific Lega Calcio and Clubs' marks and logos as part of that Bidder's broadcast and as part of its promotional and marketing activities in respect of its broadcast of the Competition. Lega Calcio will remain the legal and beneficial owner of all such marks and logos.

It will be expressly and absolutely forbidden to use any such Lega Calcio and Clubs' intellectual property, as well as footage of the Matches, for any other purposes or in association with and/or in order to promote any product or service other than the broadcast of the Matches.

3.6.2 Advertising

The Licensee shall be entitled to exploit broadcast sponsorship and advertising opportunities for the periods during, immediately before and immediately after the broadcast of Match footage, subject to any applicable local laws and regulations. However:

- (i) advertising programs shall not involve the use of football players' or any Clubs' coaches or company directors' images;

- (ii) the broadcast of Match images cannot be sponsored by any subjects whose products or services are in competition with the official sponsors of the Competition, which will be communicated to a Licensee before the beginning of each Competition;
- (iii) no alteration to the Signal (whether visual, audio or other) that may give viewers the impression that such alteration is part of the original Match Signal (namely, virtual advertising) can be made to the Match transmissions; and
- (iv) no misleading or deceptive advertising nor such unfair commercial practices as, for example, ambush marketing activities may be inserted in the Match transmissions.

The Licensee is entirely responsible for any cost, burden or liability arising in respect of compliance with the above requirements.

3.7 Exclusivity

3.7.1 Subject to any applicable laws, to the Reserved Rights specified below and to any other relevant provisions of this ITT, Lega Calcio will not exploit or grant to any other party in the relevant Region those Media Rights awarded to a Licensee which are marked as "exclusive" in this ITT.

3.7.2 Reserved Rights Generally.

The Rights granted to a Licensee as part of the Media Rights Package shall be the entire extent of rights granted to it. Any rights not expressly included as part of the Media Rights Package are not included within this ITT and are reserved by Lega Calcio.

3.7.3 Reserved Rights Particularly.

A Bidder's attention is specifically drawn to the rights reserved to Lega Calcio and to the Clubs as set out in Appendix 5. The rights included in the Media Rights Package are subject to and must be read in conjunction with these rights.

3.8 Sub-licensing

The Licensee shall be entitled to sub-licence to third parties (each a "Sub-licensee") in any country or region forming part of the relevant Region, any of the Media Rights comprised within the Media Rights Package provided that:

- (i) each sub-licence agreement is made on the same obligations, duties and restrictions contained in this ITT and in the Media Rights Agreement;
- (ii) Sub-licensees shall be bound by the respect of all obligations and prohibitions as per section 3.8(i) above and shall provide for proper provisions allowing cancellation of any sub-licence agreement in case of non-compliance and to undertake any possible initiative to protect the Media Rights;

- (iii) the Licensee shall be liable for the acts and omissions of any Sub-licensee and shall procure that the Sub-licensee complies fully with the terms of its respective sub-licence;
- (iv) the Licensee shall deliver a copy of all sub-licence agreements that Lega Calcio should require;
- (v) the Licensee shall promptly inform Lega Calcio about any possible infringements of the Media Rights Agreement, even if it is just threatened, and undertake any possible initiative and all possible legal actions, together with Lega Calcio, in order to protect the Media Rights.

4. LICENSE TERMS

4.1 Media Rights Agreement

4.1.1 Upon Lega Calcio's acceptance of the Bid a license agreement between Lega Calcio and a Bidder is deemed to be reached. As a consequence of the above, a Bidder is committed to comply with all terms and conditions of this ITT and under no circumstances may a Bidder withdraw or modify its Bid once it has been accepted by Lega Calcio.

4.1.1 The full terms and conditions that will govern the exploitation of the Media Rights may be set out in the Media Rights Agreement to be entered into by the Licensee with Lega Calcio, subject to clause 2.7.1 hereof, **which** shall contain all the terms and conditions provided for by the present ITT. Any such document shall be a mere acknowledgement of the license agreement entered into between Lega Calcio in accordance with clause 4.1.1 above.

4.2 Licensee's Obligations

4.2.1 The Licensee undertakes, on its and its Sub-licensees' behalf, to exercise the licensed rights always in accordance with:

- (i) the Media Rights Agreement, the ITT, the Guidelines and the Media Production Regulation for the Competition;
- (ii) the applicable laws and any other binding and applicable administrative and sports regulations, including the regulations containing provisions relative to the relationship between football companies and the media and any other regulations and decisions of whatsoever nature that may have been issued by any national (Lega Calcio, Italian Football Federation, CONI, Lega Pro, Lega Nazionale Dilettanti) and/or international (UEFA. or FIFA) sports bodies;
- (iii) any instructions that Lega Calcio reserves the right to give, in its line of duty, in order to protect facilities' safety, regular completion of the Competition, other assignees' rights and consumers' interests.

- 4.2.2 The Licensee, on its and its Sub-licensees' behalf, is also obliged:
- (i) not to commit any act that may jeopardise the exploitation of any Media Rights that have been acquired by any third parties;
 - (ii) to exercise its rights without jeopardising the image of Lega Calcio, of the Clubs and of Italian football in general in any way; and
 - (iii) to supply Lega Calcio with information that Lega Calcio will require in relation to countries in which Media Products are broadcast, Broadcasters to which rights are sub-licensed, types of broadcasts (and specifically live or delayed broadcasts, platforms and scheduling times) and, where available, audience data, number of subscribers, viewer share, market penetration and the like, in an aggregate manner and only for statistical purposes.
- 4.2.3 The Licensee hereby declares that it will hold harmless and indemnify Lega Calcio, the Clubs and their successors in title from any claim and from anyone, following its own possible non-fulfilment of the provisions of the present ITT and of the Media Rights Agreement.
- 4.2.4 The Licensee, on its and its Sub-Licensees' behalf, acknowledges and accepts that:
- (i) some third parties may exercise applicable information rights (otherwise known as a news access right) within the limits and in the ways determined by applicable laws and regulations in the relevant Region, without the Licensee or its Sub-licensees being entitled to any claims towards Lega Calcio or the Clubs;
 - (ii) certain transmissions made within the Italian Territory may be accessible in the International Territory due to a technical and unintentional Signal overspill in the geographical areas close to the Italian Territory borders; and
 - (iii) certain transmissions made and intended for reception by mobile devices within the Italian Territory may be accessible in the International Territory due to international roaming between network operators by users of such mobile devices.

4.3 Lega Calcio Obligations

- 4.3.1 Lega Calcio shall be obliged:
- (i) to make available to the Licensee the Media Rights granted to it; and
 - (ii) not to grant to any third party any Media Rights that have already been exclusively granted to the Licensee.
- 4.3.2 The Licensee acknowledges and accepts that Lega Calcio will merely assist with those initiatives aimed at condemning any possible infringements by any third parties of the licensed Media Rights but that it has no further responsibility to the Licensee in this regard.

4.4 Copyright

- 4.4.1 The Licensee acknowledges and undertakes to make its Sub-licensees acknowledge, that according to Italian applicable law (art. 4, paragraph 7 of the Decree), they will not be entitled to any copyright or any other intellectual property rights or other rights whatsoever to the Matches, their images and their recordings.
- 4.4.2 In this regard, the Licensee, on its and its Sub-licensees' behalf, hereby expressly waives its claim to any rights whatsoever to the Matches' images and footage and acknowledges that, except for the license and within the limits provided by the same, it is not and will not be entitled to any copyright in such images and footage, with the only specific exception being journalistic audio commentaries made by the Licensee or its Sub-licensees, that will remain their own property. Lega Calcio shall be entitled to use such latter commentaries in any international languages, without any cost, for non-commercial purposes, in a non-exclusive way and subject to communication to the Licensee. Upon Lega Calcio's demand, the Licensee shall provide to Lega Calcio the recordings of its or its Sub-licensees' programming of the Matches, including any footage not broadcast, at no cost or charge to Lega Calcio.

4.5 Assignability

- 4.5.1 The Licensee authorises Lega Calcio to assign its Media Rights Agreement to any other association or body recognised by the Italian football system in the event that such body or association should take control of the Media Rights marketing at any time and for any reason, provided that such assignee guarantees to the Licensee the continuation of their relationship upon the same terms and conditions of the Media Rights Agreement.
- 4.5.2 Any such assignment shall be implemented by the provision of written notice to the Licensee by Lega Calcio, duly undersigned by the assignee, confirming the obligation of the latter in respect of the terms and the conditions of the Media Rights Agreement. Such an assignment shall discharge Lega Calcio from its obligations towards the Licensee under the Media Rights Agreement.
- 4.5.3 The Licensee may not assign the Media Rights Agreement to any third party.

4.6 Term and termination

- 4.6.1 A Media Rights Agreement is intended to be effective from the beginning of the Season 2010/2011 until the end of the Season 2011/2012, i.e. currently from 1 July 2010 until 30 June 2012.
- 4.6.2 The Licensee acknowledges that Lega Calcio has the right to terminate any agreement reached upon Lega Calcio's acceptance of a Bidder's offer as well as, once executed, the Media Rights Agreement at any time, by written notice to the Licensee, in the case of non-fulfilment by the Licensee of any material provision

or, in the case of any other infringements, where the Licensee has failed to remedy a breach within fifteen (15) days of receiving notice to do so.

- 4.6.3 Lega Calcio shall further have the right to terminate the ITT as well the Media Rights Agreement at any time if Licensee shall be unable to pay its liabilities when due, or shall make any assignment for the benefit of creditors, or under any applicable law admits in writing its inability to meet its obligations when due, or commits any other act of bankruptcy, institutes voluntary proceedings in bankruptcy or insolvency or permits the institution of such proceedings against it.
- 4.6.4 In the case of termination of the agreement reached upon Lega Calcio's acceptance of a Bidder's offer as well as, once executed, the Media Rights Agreement, an amount equal to the lost income for Lega Calcio is due to Lega Calcio as damage restoration (without prejudice to any greater damage which might be due), where "lost income" means the difference between (i) the total consideration due by the Licensee on the basis of the agreement reached with Lega Calcio or, once executed, on the basis of the Media Rights Agreement for its whole Term and (ii) the sums that the Licensee has already paid and/or that Lega Calcio obtains from a third party after having terminated the agreement reached with Lega Calcio or, once executed, the Media Rights Agreement and re-assigned the license to such third party. Lega Calcio shall act in good faith in the negotiation with any such re-assignee when determining the fee due by the latter.

4.7 Miscellaneous

- 4.7.1 The identification of the Competition for the purposes of the Media Rights Agreement does not prevent Lega Calcio from naming the Competition in a different way.
- 4.7.2 Any waiver by either party of a right arising out of a breach of any provision of this ITT or the Media Rights Agreement will not operate as, nor be construed to be, a waiver of any right arising out of any other breach of such provision or of any breach of any other provision of this ITT or the Media Rights Agreement. Any waiver must be in writing. Failure by either party to insist upon strict adherence to any provision of this ITT or the Media Rights Agreement on any occasion will not be considered a waiver of, nor deprive such party of the right to insist upon future strict adherence to, that provision or any other provision of this ITT or the Media Rights Agreement.
- 4.7.3 In case of a possible invalidity or illegality of one or more provisions of the present ITT and of the Media Rights Agreement the parties hereby undertake to negotiate such invalid, illegal or void provision in good faith, with the aim of reaching the same results of such invalid, illegal or void provision and to protect the economic substance of the Media Rights Agreement.

5. PRODUCTION

5.1 Production and distribution of the Signal

The live Match feeds in respect of the Competition will be produced and delivered in accordance with the provisions of Appendix 4.

5.2 Costs

5.2.1 Licensees or Sub-licensees requiring access to the Match Signals will be required to pay the technical costs for the provision of the relevant Signal by the appointed services provider of Lega Calcio at designated access points, as provided under Appendix 3. Such costs will be in addition to the fee payable by the Licensee for the Media Rights.

5.2.2 Access costs for the Pre-produced Highlights are included in the relevant fee as stated pursuant section 2.8.2 above. Broadcasters will not be required to pay additional costs for accessing the Signal of the above production.

5.3 Competition Logo

5.3.1 As far as the Signal and associated images that are distributed by Lega Calcio are concerned, the Licensee expressly acknowledges that:

- (i) a 15 second institutional Lega Calcio signature tune containing the relevant Competition logo (as defined below) will be aired at the beginning and the end of each Match-half of every Competition Match;
- (ii) the Competition logo may be shown at regular intervals during the Match transmission; and
- (iii) the Competition logo will be inserted in result graphics, in charts and in news reports concerning the Competition Matches.

5.3.2 In relation to the Media Products edited by the Licensee, Licensee shall also insert the Competition logo provided by Lega Calcio at the beginning and the end of broadcasts, in result graphics, in charts and in news reports.

5.3.3 Licensee acknowledges that the Competition logo is intended to also include the name and logo of the relevant Competition sponsor.

6. LEGAL

6.1 No Grant of Rights

This ITT is no more than an invitation to tender and does not constitute a contract or an offer which is in any way capable of acceptance. No contract or agreement will exist unless and until a Bid is officially accepted by Lega Calcio. Notwithstanding this, a Bidder will have no entitlement whatsoever to exploit any of the Media Rights until such time as the Media Rights Agreement has subsequently been entered into.

6.2 No Warranties or Representations

Lega Calcio does not make any representations or warranties as to the accuracy, adequacy or completeness of any information contained within this ITT and a Bidder may not rely on this ITT to bring any claim, action or proceedings against Lega Calcio at any time.

6.3 Costs and Expenses

Lega Calcio will not be responsible, under any circumstances whatsoever, for any costs, losses or expenses of a Bidder incurred in the preparation or submission of a Bid, including as a result of Lega Calcio modifying or withdrawing the ITT, which it has the right to do at its absolute discretion.

6.4 Confidentiality

6.4.1 All Bids are confidential documents and as such a Bidder (or a prospective Bidder) must not make any announcement, or comment upon, or originate any publicity or press release or otherwise provide any information to any third party (other than to its professional advisors) concerning the ITT or the Bid of that Bidder, including without limitation any financial details contained in a Bid.

6.4.2 Any information of a confidential nature included within a Bid shall be kept confidential by Lega Calcio and will not be released or provided to any third party other than Lega Calcio's professional advisors.

6.4.3 A Bidder agrees that Lega Calcio shall have the sole right to make any announcements in relation to this ITT and in particular to the short-listing, the rejection or the selection of a Bid, subject to its obligations of confidentiality set out in the preceding section.

6.5 Intellectual Property

6.5.1 All rights (including, without limitation, any intellectual property rights) in this ITT and any materials provided by Lega Calcio to any Bidder or prospective Bidder is and shall remain the exclusive property of Lega Calcio and of the Clubs. Nothing in this ITT shall be construed as a grant by Lega Calcio of any licence, assignment or other right in or to any intellectual property rights which are the property of Lega Calcio or of the Clubs, as applicable.

6.5.2 The documentation supporting each Bid shall become the physical property of Lega Calcio once it is received. Irrespective of whether a Bid is successful, Lega

Calcio shall be freely entitled to use (free from payment) all ideas, concepts, proposals, recommendations or other materials contained in such Bid or otherwise communicated to Lega Calcio during the Bidding process. The Bidder waives and shall not make any claim against Lega Calcio in respect of any use made by Lega Calcio of any intellectual property or other similar rights relating to the ideas, concepts or any other materials contained in its Bid documentation.

6.6 Amendments

Lega Calcio reserves the right to at any stage modify or withdraw this ITT and/or the Media Rights Package, to amend the composition of the Media Rights or to undertake a modified or additional tender process.

6.7 Data Treatment

The treatment of any personal data that any concerned subjects may provide will be made in accordance with the provisions of Italian applicable law (Legislative Decree nr. 196 of June 30th 2003), with full protection of a Bidder's rights in respect of such data. The data treatment aims only to ascertain a Bidder's qualification to participate in the Media Rights tender process. Lega Calcio's officers and advisors involved in the grating procedure, as far as they are concerned, are responsible for such data treatment. The holder of such treatment is Lega Calcio, through its legal representative, towards whom any concerned subject may assert its rights as per art. 7 of the Legislative decree nr. 196 of June 30th 2003.

6.8 Language

The Italian version of the ITT constitutes the authentic and binding text. This English language translation is made for courtesy purposes only and may not be construed as an instrument to interpret or enforce the ITT.

6.9 Governing Law and Venue

This ITT, the Media Rights Agreement and any related documentation or negotiations shall be governed by, and construed in accordance with, the laws of Italy. Any and all disputes or claims arising in relation to this ITT or to the Media Rights Agreement shall be submitted to the exclusive jurisdiction of the Civil Court of Milan, Italy.

APPENDIX 1

Media Rights Summary

This Appendix 1 summarises the Media Rights Package to be awarded by the Lega Calcio under this ITT.

COPPA ITALIA MEDIA RIGHTS SUMMARY		
Content	Details	Transmission Obligations
<ul style="list-style-type: none">▪ LIVE/DELAYED RIGHTS▪ LINEAR/NON LINEAR TRANSMISSIONS▪ ALL PLATFORMS▪ ALL TERRITORIES OTHER THAN ITALY, SAN MARINO AND VATICAN CITY	<ul style="list-style-type: none">▪ 17 Matches, including the Final (8 matches of the Fifth round; 4 matches of the Quarterfinals; 4 matches of the Semifinals; 1 Final match)▪ Pre-produced Highlights▪ Access to stadiums▪ Archive Footage	<ul style="list-style-type: none">➤ At least 10 Matches, including the Final

APPENDIX 2

Italian Language Broadcasts - Regions

Region 1

Africa: Nigeria, South Africa, and Sub-Saharan Africa (Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros Islands, Congo, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea Bissau, Ivory Coast, Kenya, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mayotte, Mozambique, Namibia, Niger, Reunion, Rwanda, St Helena, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, Swaziland, Tanzania, Togo, Uganda, Zaire, Zambia and Zimbabwe)

Region 2

The Americas: North America (Canada, Puerto Rico and the USA), Central and South America (Argentina, Belize, Bolivia, Brazil, Cayenne, Chile, Columbia, Cost Rica, Ecuador, El Salvador, French Guiana, Guatemala, Guyana, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Surinam, Uruguay, Venezuela, and the Caribbean (Anguilla, Antigua, Aruba, Bahamas, Barbados, Bermuda, Bonaire, the British Virgin Islands, Cayman Islands, Cuba, Curacao, Dominica, Dominican Republic, Eustatius, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Montserrat, Netherlands Antilles, Saba, St Barts, St Kitts and Nevis, St Lucia, St Martin, St Pierre and Miquelon, St Vincent and The Grenadines, Trinidad and Tobago, Turks and Caicos Islands, the United States Virgin Islands))

Region 3

Oceania: Australia, New Zealand, Papa New Guinea and surrounding islands

APPENDIX 3

Signal - Admission to the Stadium

This Appendix 3 describes the features and costs of the various Match Signals and possible on-site unilateral coverage.

1. Signal

1.1 Competition Matches are produced with the following minimum camera scheme:

Standard		Number of Matches
Standard A)	14 cameras – High Definition	1
Standard B)	12 cameras – High Definition	8
Standard C)	8 cameras – High Definition	8

1.2 Each Match production system, including minimum technical standards and quality and editorial criteria for each television production, is detailed in the Media Production Regulation which is published on the Lega Calcio website. Licensee acknowledges that the positions of cameras as therein described may be modified for technical needs or requirements.

1.3 Lega Calcio guarantees that all the Match Signals will be available for the Sub-licensees through the technical distribution service designated by Lega Calcio. Licensee shall deliver the list of all Sub-licensees authorised to receive the Signal as soon as possible to Infront Italy and to Lega Calcio. The Signal distribution will take place through satellite links to specific encrypted channels.

1.4 Lega Calcio (or the technical distribution service designated by Lega Calcio) will charge to the Sub-licensees the following fees as for the access to the Signal of each requested Match:

HD (High Definition)	SD (Definizione Standard)
Euro 2.000,00	Euro 800,00

2. Admission to the Stadium

2.1. The Licensee, or alternatively one Sub-licensee designated by the Licensee, may for each Match to which Lega Calcio grants access, in compliance with the Media Production Regulation:

- use a commentary workspace requiring technical equipment (AEQ G722, 1 monitor 16:9, 2 headsets for television report, audio/video connection), at petitioner's charge;
- perform a pre-Match stand-up on the playing surface;
- make Interviews in the so called "Mix Zone" of the grounds and in the press room;
- make on-site unilateral coverage of the Match to integrate the Signal through the optional cameras required by the Licensee to be placed on the ground and in the stand, based on proper authorisation that Lega Calcio may give on a case by case at its complete discretion.

2.2 The Licensee shall from time to time ask Lega Calcio for the relevant authorisation for admission to a Match stadium, and acknowledges that such authorisations will be limited to one single entity per Match designated by the Licensee and that the authorisation will be released by Lega Calcio depending upon availability.

2.3 Requests by the Licensee for unilateral production services, limited to as provided in this Appendix 3 and in the Media Production Regulation, will be subject to payment of the applicable standard rate card fee. Lega Calcio will use its reasonable efforts to make such unilateral services available to Licensees and/or Sub-licensees but gives no undertakings in this regard. The extent and availability of the services offered by Lega Calcio will be determined by Lega Calcio at the time of a request and will be dependent upon factors such as the availability of space and the volume and priority of similar requests.

APPENDIX 4

Rights Reserved to Lega Calcio and the Clubs

This Appendix 4 describes the rights that Lega Calcio and the Clubs may exploit within the International Territory concurrently with the Licensee.

1. The Clubs are entitled to exploit the audiovisual content of Matches that they organise and for Matches that they take part in as a host team through their own official thematic channels in full after; (i) 72 hours from the end of the Match in case of Free Broadcast, (ii) 36 hours from the end of the Match in case of Pay Broadcast within non-European countries, and (iii) 24 hours from the end of the Match in case of Pay Broadcast within European countries. According to the Italian law, an official thematic Club channel is the totality of original audiovisual programs lasting no less than eight hours weekly and placed over any Platform, prepared by a content supplier under the same editorial brand mainly referring to the sports and company activity of the Club.
2. The Clubs are entitled to exploit the audiovisual content of Matches that they organise and for Matches that they take part in as a host team through their own official internet websites and/or official thematic channels consisting of a web TV, only through Pay Broadcast Transmissions and as: (i) highlights of an overall duration of 90 seconds for each Match not earlier than 3 hours from the end of the Match they refer to; (ii) Match summaries or repetitions not earlier than 48 hours from the end of the Match they refer to. The audiovisual content may be broadcast or rebroadcast only as an integral part of the content of the whole official internet website or of the web TV and cannot be licensed or broadcast separately from the contents of such internet website or web TV.
3. The Clubs that supply their own official thematic channels, web sites or web TV within the International Territory shall only show images belonging to them and only use their company's brand. Such rights cannot be included in any audiovisual products that can be alternative or in competition with any audiovisual products concerning the Competition and that are marketed by Lega Calcio. The Clubs' assignees shall have the same obligations in this concern. For these purposes, it is forbidden for the Clubs and their agencies or communication operators who are their assignees, to use the Competition's official logo and to include in a sole audiovisual product the rights relative to channels, web sites or web TV of more than two Clubs.
4. Lega Calcio can (i) show the public the Match Highlights through its website from 12:00 p.m. of the solar day when such Match is played, however not earlier than 3 hours from the end of the Match; (ii) create an official magazine for each Round including images no longer than 3 minutes per Match, that can be shown to the public through the Lega Calcio website or broadcast on its thematic channel, with the same time provisions as per letter (i) of the present point 4.
5. Should Lega Calcio or the Clubs wish to use footage of a Match as part of their promotional activities, or to allow the exploitation of such content as part of a third party's advertising campaign or sponsorship programme, they shall have the right to do so, subject to appropriate limitations, in particular on frequency and duration, being in place.

APPENDIX 5

Bid Letter

Ciascun Offerente è tenuto a fornire le seguenti informazioni, nell'ordine e nel formato quivi previsti.

The following information must be provided by each Bidder in the order and format set out below.

(a) Corrispettivo Offerto - *Offered Fee*

Corrispettivo netto offerto per il Pacchetto di Diritti Audiovisivi (in Euro). <i>Net Fee Offered for the Media Rights Package (in Euro currency).</i>	
Territorio per il quale viene effettuata l'Offerta <i>Territory for which the Bid is made</i>	

(b) Informazioni Societarie - *Corporate Information*

Nome per esteso dell'Offerente. <i>Full name of the Bidder.</i>	
Sede sociale e principale sede di attività, se differente. <i>Registered office and principal place of business, if different.</i>	
Paese di costituzione, numero di registrazione e ragione sociale. <i>Country of incorporation, company registration number and legal status.</i>	
Contatto del legale rappresentante dell'Offerente. <i>Contact details of Bidder's representative.</i>	
Oggetto sociale. <i>Type of business activity.</i>	

<p>Composizione e identità del consiglio di amministrazione.</p> <p><i>Composition and identity of board of directors.</i></p>	
<p>Dettaglio delle quote societarie e della relativa titolarità riferite all'Offerente e alla eventuale controllante capogruppo.</p> <p><i>Details of shareholdings and shareholders in the Bidder and in the ultimate parent company of the Bidder, if any.</i></p>	<p>Eventualmente da allegare</p> <p><i>Possibly to be attached</i></p>

(c) Precedenti Esperienze Rilevanti - Relevant Experience and Track Record

<p>Dettagli relativi all'esperienza e competenza maturata dall'Offerente nella commercializzazione di diritti sportivi relativi al calcio o a eventi sportivi simili.</p> <p><i>Details of Bidder's experience and expertise in marketing audiovisual rights to football events or similar sport events.</i></p>	<p>Eventualmente da allegare</p> <p><i>Possibly to be attached</i></p>
--	--

(d) Organizzazione e situazione finanziaria - Organisation and financial standing

<p>Commenti o documentazione sulla dotazione di mezzi e organizzazione dell'Offerente in relazione alle attività conseguenti all'assegnazione.</p> <p><i>Any comments or documents on means and organisation to support the activities deriving from the grant of Media Rights.</i></p>	<p>Eventualmente da allegare</p> <p><i>Possibly to be attached</i></p>
<p>Commenti o documentazione sulla situazione finanziaria dell'Offerente e sulla capacità di assolvere alle obbligazioni finanziarie conseguenti all'assegnazione.</p> <p><i>Any comments or documents on financial standing of the Bidder and relating to its ability to fulfil the financial obligations deriving from the grant of Media Rights.</i></p>	<p>Eventualmente da allegare</p> <p><i>Possibly to be attached</i></p>

(e) Garanzie Offerte – Offered Financial Securities

<p>Dettaglio delle garanzie finanziarie offerte dall'Offerente.</p> <p><i>Specific financial securities offered by the Bidder.</i></p>	
--	--

Ulteriori informazioni che l'Offerente desidera vengano prese in considerazione a supporto della sua Offerta devono essere allegata.

Any further information that the Bidder wishes to be considered in support of its Bid should be attached.

Questa Offerta è formulata dall'Offerente in personal del proprio legale rappresentante, con espressa accettazione di tutti i termini e le condizioni contenute nell'Invito a Offrire:

This Offer is submitted by Bidder acting by its authorised representative(s), with the acceptance of all terms and conditions of the ITT:

Firma:

Signature:

Nome:

Name:

Carica sociale:

Title:

Data:

Date:

Nel caso in cui la Lega Calcio avesse bisogno di contattarvi nel corso della procedura di assegnazione dei diritti audiovisivi, siete pregati di volere indicare di seguito il nome e i contatti del legale rappresentate dell'Offerente al quale riferirsi.

Should Lega Calcio need to contact you during the sale process in respect of the audiovisual rights, please set out below the name and contact details (including international dialling codes) of the authorised representative of the Bidder for that purpose.

Nome - *Name:*

Numero di telefono - *Telephone number:*

Numero di fax - *Fax number:*

E-mail - *E-mail:*

Grazie per il Vostro interesse alla Coppa Italia. Attendiamo di ricevere la Vostra Offerta.

Thank you for your interest in the Coppa Italia Competition. We look forward to receiving your Bid.