



Lega Nazionale Professionisti Serie A has received the following queries from a corporation potentially interested in participating to the tendering process concerning the International Audiovisual Rights of Serie A and Serie B Championship for Seasons 2012/2013, 2013/2014 e 2014/2015:

QUESTION 1

Clause 3.1(vi)

Please confirm which other entity or entities will be permitted to sell news access rights. We would usually expect this right to be exclusive.

News access is provided under the Invitation to tender for the International Audiovisual Rights of Serie A and Serie B Championships (“ITT”) on a non-exclusive basis since any exclusivity in respect of the right to grant access to the Matches for news purposes may not be in compliance with legislations in force in many territories.

Lega Calcio Serie A has no plans to distribute itself news access, or to grant such distribution to third parties, but reserves to do so in the event that Licensee does not grant news access to the requesting operators of any territory on a fair and equitable basis.

QUESTION 2

Clause 3.4.1

Please advise the procedure we would need to follow to obtain a derogation from the minimum broadcast obligations and the grounds on which such a derogation would be granted.

As a general rule, minimum broadcast obligations are not subject to derogations.

As provided under clause 3.4.1 of the ITT, it is up to the Licensee to request exceptions for specific countries and to explain the reasons why such request should be taken into account.

In such cases, Lega Calcio Serie A reserves to evaluate the reasons brought by the Licensee and to grant the requested derogation.

QUESTION 3

Clause 3.5.1(i)

Please can you confirm whether Pay Video On Demand is permitted under this clause. We would expect it to be permitted, particularly given the minimum broadcast obligations. If it is not permitted, please could explain the rationale behind this decision? Is this negotiable if the obligation of minimum two matches per round is fulfilled on linear broadcast (i.e. showing the third match onwards on PPV or for matches played simultaneously, etc)

Video-on-demand must be intended as an exploitation included in, or similar to, the pay-per-view and pay-per-package exploitations, and therefore prohibited under the ITT.

As a general policy of Lega Calcio Serie A, on-demand exploitations of any kind are not allowed in international territories.

QUESTION 4

Clause 3.5.1(ii)

This clause suggests that the Bidder and its pay broadcast sub licensees will not be able to simulcast or provide a catch up in relation to matches, and that the Bidder's free broadcast sub licensees will not be able to simulcast on the internet any of the Audiovisual Products. Is this intentional or an oversight? We will find it extremely difficult to attract broadcasters without offering simulcast and catch up rights given the nature of the services the majority of broadcasters now offer. Please could confirm how you intend to exploit internet rights?

In principle, the Bidder may not authorize the transmission of Audiovisual Products through Internet Platform, unless the retransmission concerns the Serie A Magazine and the Pre-produced Highlights, and it is done under the conditions set forth in Clause 3.5.1(ii).

This Clause 3.5.1(ii) does not prevent the Bidder's Sub-licensees to broadcast - exclusively in simulcast with its Pay Broadcasts - the Matches only on its own pay Internet service within its official website, provided that each Sub-licensee ensures that such service is restricted to its subscribers and that appropriate measures prevent others to access to the service, is geo-blocked and meets all the other conditions set forth in Clause 3.5.1(ii).

Of course, Lega Calcio Serie A reserves the right to prohibit where required the simulcast retransmission on the Sub-licensee's pay Internet service to the extent that such transmission may conflict or jeopardize any right of the domestic and international licensees or does not comply with all the applicable contractual and legal restrictions and limitations, including but not limited to judicial and administrative decisions.

The simulcast is a right depending on the main pay broadcast, it is not and cannot be considered as an autonomous right.

Subject to the above, the principle is that live and delayed transmissions of the Matches are strictly prohibited on the Internet.

QUESTION 5

Clause 3.5.3

Do you have any plans to exploit sport betting activity? If so, how do you intend to exploit it?

At present Lega Calcio Serie A has no plan to exploit any of the Audiovisual Products jointly with betting activities or to grant any such exploitation to third parties.

QUESTION 6

Clause 3.7.2(ii)

Is it your intention to have a complete ban on all potentially competing sponsors or is it your intention that this clause will just relate to territories in which an official sponsor is active and present? Please could you provide a list of current official sponsors and product categories.

Broadcasters may exploit the various promotional and commercial rights listed in Clause 3.7.2. but they may not have any Audiovisual Products programming sponsored by companies which products or services are in conflict with Lega sponsors.

Pease note that the same provision was included in the previous ITT issued in 2009.

At the beginning of each Season, as stated in the ITT, Lega Calcio Serie A will provide a list of its official sponsors and specify to the Licensee their merchandising categories.

QUESTION 7

Clause 3.9.3

We would like to suggest that this clause is revised to take into account the varying value of different territories. The clause, as currently drafted, could lead to the three most valuable territories being excluded without any option to reduce the fee which poses a very large risk for us.

We understand that this is a risk that Bidders should take into account. However, please note that such risk is reasonable given that Lega Calcio Serie A may exclude or prohibit sub-licensing in specific countries, as provided under Clause 3.9.3 of the ITT, only for the motivated and objective reasons that are listed therein.

The number three excluded countries, after which a reductions of the consideration may be negotiated, seems a reasonable balance between the Lega Calcio Serie A's and Bidder's interests, taking in account the total number of existing valuable territories.

QUESTION 8

Clause 4.1.1

Please could you provide a copy of the Licence Agreement?

Under Italian laws and the provisions of the ITT, the contract with the selected Bidder will be automatically in force when Lega Calcio Serie A will accept its Bid.

Execution of a subsequent agreement is not mandatory; the selected Bidder must execute any such agreement if so requested by Lega Calcio Serie A but the License Agreement that Licensee may be required to sign will include, and under any respect be identical to, the ITT provisions.

QUESTION 9

Clause 4.1.2

Please can you confirm whether days, both here and throughout the agreement, refer to calendar days or business days? We strongly advise you to use business days to enable Sportfive to submit the most attractive bid possible.

Licensee is expected to execute the long-for agreement that will be forwarded by Lega Calcio Serie A (if any) within 5 business days from its receipt.

In respect of the other clauses of the ITT, it depends on what is specified therein.

QUESTION 10

Appendix 4 – 1.4

We would expect to pay you one access fee per match requested/received in accordance with your proposed rate card and charge our sub licensees as part of our sublicensing agreements. Technical charges will be included in license fees in many agreements, making them difficult to charge separately. Please could you clarify your position in this respect?

In accordance with the Italian Decree and the Guidelines approved by Italian Authorities governing the centralized sale of audiovisual rights to sport events, each Broadcaster must pay the access fee specified under point 1.4 of Appendix 4 of the ITT.

Lega Calcio Serie A may collect such fees through the Licensee or directly from Broadcasters requesting to access the Signal. Licensee will be informed at the beginning of each Season about Lega's decision on this matter.

QUESTION 11

Appendix 5

Will any club channels be broadcast on a free basis? Please can you explain why the 72 hours holdback for free TV exploitation (which was stated in the ITT for the 2010-12 international rights) is not applicable any longer. Further, are Clubs permitted to sub-license the rights they own?

Club channel may not be broadcast on a Free Broadcast basis in any territory.

Club channels transmissions have been limited to Pay Broadcasts, with the same holdbacks provided for this type of transmissions in our previous ITT issued in 2009.

Club Channels programming may be sub-licensed by the Clubs to third parties only in their entirety .

Please also note that starting from the eighth day from each Match, any Match becomes Archive and the Clubs will be the sole entities authorized to exploit all rights on Archive Matches, either within or separately from their Club Channels.

QUESTION 12

Appendix 6

Please explain the type of information that is expected in the “other relevant information” section.

“Other relevant information” are any information that, if applicable, Bidders deem useful to be acknowledged by Lega Calcio Serie A.