

Lega Nazionale Professionisti Serie A (“*LNPA*”) has received the following queries from a corporation potentially interested in participating to the tender procedures related to the International Audiovisual Rights of Coppa Italia and Supercoppa italiana, Seasons 2012/2013, 2013/2014 and 2014/2015.

Although the LNPA is not obliged to do so, pursuant to Article 1.4 of the Invitation to tender for the International Audiovisual Rights of Coppa Italia and Supercoppa italiana (“*ITT*”), it provides, for the sake of effective cooperation, the following clarifications.

QUESTION 1

Clause 3.1(vii)

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 ITT, on a non exclusive basis given that LNPA wishes to permit to access to news to the possible maximum extent. By the way, any exclusivity in respect of the right to grant access to the Event for news purposes may not be in compliance with legislations in force in many territories.

In principle, LNPA 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 and 3.4.2

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.

In principle, pursuant to the ITT, 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, the LNPA reserves to evaluate the reasons brought by the Licensee and to grant or not the requested derogation.

QUESTION 3

Clause 3.5.1 (i)

For the sake of clarity, LNPA has partitioned the question and the related answers as follows:

- (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 and current industry practice. If it is not permitted, please could you explain the rationale behind this decision?*
- (ii) *Also, this clause suggests that the Bidder’s pay broadcast sub licensees will not be able to provide a television catch up service in relation to matches. We will find it extremely*

difficult to attract broadcasters without offering catch up rights given the nature of the services the majority of broadcasters now offer.

Clause 3.5.1 (i) of the ITT expressly states that Video On Demand, pay per view, pay per package and “*any other communication to public in similar mode*” are banned.

Video-On-Demand must be intended as an exploitation modality included in, or similar to, the pay-per-view and pay-per-package exploitations, which LNPA decided to prohibit.

As a general policy of LNPA, on-demand exploitations of any kind are not allowed in international territories. The same applies to the television catch up services.

QUESTION 4

Clause 3.5.1(ii)

This clause suggests that the Bidder's free broadcast sub licensees will be not able to simulcast on the internet any of the Audiovisual Products. Also, non linear rights exploitation on the internet are completely excluded. Is this intentional or an oversight? Please could you confirm how you intend to exploit internet rights?

The transmission of Audiovisual Products through the Internet Platform is forbidden by the ITT; retransmission is allowed solely if it will be carried out under the conditions set forth in Clause 3.5.1(ii).

Nevertheless, Clause 3.5.1(ii) authorizes the Bidder's Sub-licensees to retransmit - exclusively in simulcast with its Pay Broadcasts - the Events only on its own pay Internet service within its official website, provided that:

- each Sublicensee ensures that such service is exclusively restricted to its subscribers;
- appropriate measures preventing others to access to the service are ensured,
- such service is geo-blocked and meets all the other conditions set forth in Clause 3.5.1(ii).

Accordingly, Bidder's free broadcast sub licensees will be not able to simulcast the retransmission on the internet.

Of course, LNPA 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 derived and depending on the main pay broadcast, it is not and cannot be considered in any case as an autonomous right. Subject to the above, the principle is that live and delayed transmissions of the Events are strictly prohibited on the Internet.

QUESTION 5
Clause 3.5.3

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

At present, LNPA has no plan to exploit any sport betting right or to grant any such exploitation to third parties, without prejudice with respect to the possibility to reach different resolutions within the Term.

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 clarify whether this clause applies to title sponsors, official sponsors or all sponsors of the Events, and specify how many sponsors each Event will have. Could you please provide a list of current official sponsors and industry categories they are protected against.

Broadcasters may exploit the various promotional and commercial rights as indicated in Clause 3.7.2. but their Audiovisual Products programming cannot be sponsored by companies whose products or services are in conflict with official sponsors of the Tournaments or of the LNPA as such.

Please note that a similar provision was included in the previous Invitation to tender for the International Audiovisual Rights of Coppa Italia and the Invitation to tender for the International Audiovisual Rights of Supercoppa italiana held during Seasons 2010/2011 and 2011/2012.

Finally, please note that, as stated in the ITT, at the beginning of each Season LNPA will provide a list of its official sponsors and of the Tournaments' one and it will also specify to the Licensee the official sponsors' merchandising categories.

QUESTION 7
Clause 3.9.3

We would like to suggest that this clause be revised to take into account the varying value of different territories. The clause, as currently drafted, could lead to several 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 LNPA 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 of three excluded countries, after which a reductions of the consideration may be negotiated, seems an objective balance between the LNPA'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 law and the provisions of the ITT, the contract with the selected Bidder will be automatically in force when LNPA will accept its Bid and it is regulated by the terms laid down in the ITT. Execution of a subsequent agreement is therefore not mandatory; the selected Bidder must execute any such agreement if so requested by LNPA, but the License Agreement that Licensee may be requested to sign will be a simple act of acknowledgment and will include, being 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 the Licensee to submit the most attractive bid possible.

In respect of clause 4.1.2., Licensee is expected to execute the long-form agreement that will be forwarded by LNPA (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 3 – 1.1- 1.4 – 1.6

For the sake of clarity, LNPA has partitioned the question and the related answers as follows:

- (i) *Please could you specify the number of matches that will be produced under each of the production standards (A to E)?*
 - (ii) *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?*
 - (iii) *Please clarify whether the international feed will include English commentary. In order to fulfil the obligation for Italian language broadcast, we request Italian language feed to be made available upon request. Please clarify if this is possible.*
- (i) **Standard A:** 2 matches: Coppa Italia Final and Supercoppa Italiana (Second Stage);
- Standard B:** 8 matches: four (4) (i.e. 2 home and 2 away) 1/2 Finals and four (4) 1/4 Finals (Second Stage);
- Standard C:** 16 matches: eight (8) 1/8 Finals and eight (8) matches from the 4th Round (Second Stage);

TOTAL. 26 (25 Coppa Italia matches -Second Stage and 1 Supercoppa Italiana match);

Standard D: 16 matches from the 3rd qualifying Round (First Preliminary Stage), if produced; and,

Standard E: 38 matches: twenty (20) from the 2nd qualifying Round and eighteen (18) from the 1st qualifying Round (First Preliminary Stage), if produced.

(ii) Pursuant to 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 3 of the ITT.

LNPA 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.

(iii) The international feed includes English commentary; Italian language feed is available upon request.

QUESTION 11

Appendix 5

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

"Other relevant information" in Appendix 5 are any information that, if applicable, Bidders deem useful to be acknowledged by LNPA.