



International Commercialisation of  
Audiovisual Rights

**SPANISH FOOTBALL LEAGUE**

**UNITED KINGDOM & REPUBLIC OF IRELAND**

**31 January 2022**

**INTERNATIONAL COMMERCIALISATION OF AUDIOVISUAL RIGHTS  
OF THE SPANISH FOOTBALL LEAGUE**

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<b>1.</b>	<b>INTRODUCTION</b>	<b>2</b>
<b>2.</b>	<b>DESCRIPTION OF AUDIOVISUAL CONTENT OFFERED</b>	<b>3</b>
<b>2.1.</b>	<b>Audiovisual content</b>	<b>3</b>
<b>2.2.</b>	<b>Distribution format</b>	<b>4</b>
<b>2.3.</b>	<b>Packages</b>	<b>4</b>
<b>2.4.</b>	<b>Seasons</b>	<b>4</b>
<b>2.5.</b>	<b>Exclusivity</b>	<b>4</b>
<b>2.6.</b>	<b>Estimated Calendar</b>	<b>5</b>
<b>2.7.</b>	<b>Excluded rights and limitations to exclusivity</b>	<b>5</b>
<b>2.8.</b>	<b>Transmission Conditions</b>	<b>7</b>
<b>2.9.</b>	<b>Audiovisual Content Features</b>	<b>7</b>
<b>2.10.</b>	<b>Marketing and Promotion</b>	<b>8</b>
<b>2.11.</b>	<b>Information conditions</b>	<b>8</b>
<b>3.</b>	<b>PROCEDURE FOR THE SUBMISSION OF BIDS</b>	<b>9</b>
<b>3.1</b>	<b>Registration Form</b>	<b>9</b>
<b>3.1.1</b>	<b>General requirements</b>	<b>10</b>
<b>3.1.2</b>	<b>Technical-professional criteria</b>	<b>10</b>
<b>3.2</b>	<b>Economic Offer Form</b>	<b>10</b>
<b>3.3</b>	<b>Bid Submission</b>	<b>11</b>
<b>3.4</b>	<b>Timeline</b>	<b>12</b>
<b>4.</b>	<b>EVALUATION PROCESS</b>	<b>13</b>
<b>4.1.</b>	<b>Evaluation of Bids</b>	<b>13</b>
<b>4.2.</b>	<b>Provisional Award</b>	<b>14</b>
<b>4.3.</b>	<b>Compliance Form</b>	<b>14</b>
<b>4.4.</b>	<b>Signature of binding agreements</b>	<b>15</b>
<b>5.</b>	<b>GENERAL CONDITIONS</b>	<b>15</b>
<b>5.1.</b>	<b>Obligation of collaboration in Integrity</b>	<b>15</b>
<b>5.2.</b>	<b>Obligations of collaboration in Audiovisual Anti-Piracy Policy</b>	<b>15</b>
<b>5.3.</b>	<b>Obligation of collaboration in the communication, promotion, advertising and digital strategy of LaLiga</b>	<b>16</b>
<b>5.4.</b>	<b>Complete Agreement</b>	<b>16</b>
<b>5.5.</b>	<b>Liability</b>	<b>16</b>

5.6.	Confidentiality .....	16
5.7.	Applicable Law .....	17
5.8.	Conflict Resolution .....	17
6.	QUERIES .....	17

## 1. INTRODUCTION

Royal Decree-Law 5/2015, of 30 April, regarding urgent measures in relation to the commercialization of the audiovisual rights of professional football competitions ("**RDL 5/2015**")<sup>1</sup> establishes that participation in an official competition of professional football in Spain will necessarily entail the transfer by its holders to the organising body, of the powers of joint commercialisation of audiovisual rights.

LaLiga, as the organising body of the Spanish Football League (First and Second Division), is the entity in charge of jointly marketing the audiovisual rights of the Clubs participating in these competitions.

LaLiga's prestige has surmounted national boundaries. There is an increasing worldwide interest in the Spanish Football League and LaLiga stirs passion among football fans in United Kingdom of Great Britain and Northern Ireland ("**UK**") and the Republic of Ireland ("indistinctly, "**Ireland**" or "**Republic of Ireland**"). This is the reason why LaLiga aims at achieving an authentic audiovisual experience for LaLiga's fans in these territories, with a powerful high-quality broadcast, using the latest audiovisual technology.

To this end, LaLiga has drawn up this document (hereinafter, the "**Request for Offers**"), which contains a description of the audiovisual content offered in the UK and the Republic of Ireland, the rules to submit a bid, the bid evaluation process and its subsequent award.

This document is available in Spanish and English at LaLiga's website<sup>2</sup>.

Although LaLiga directly markets audiovisual rights in Spain, it should be noted that LaLiga has appointed Mediaproducción, S.L.U. as the entity in charge of promoting the commercialisation of the audiovisual content included in this Request for Offers. Mediaproducción, S.L.U. shall not participate as an interested audiovisual operator.

<sup>1</sup> It should be noted that the content of RDL 5/2015 has been recently amended by Royal Decree-Law 15/2020, of 21 April; Royal Decree-Law 26/2020, of 7 July; and Royal Decree-Law 15/2021, of 13 July.

<sup>2</sup> The Request of Offers is available at: <https://www.laliga.com/derechos-audiovisuales/derechos-internacionales> and <https://www.laliga.com/en-ES/audiovisual-rights/international-rights>. This document is a non-official English courtesy translation of the Spanish document entitled as "Comercialización internacional de los derechos de explotación de contenidos audiovisuales del Campeonato Nacional de Liga - Reino Unido y República de Irlanda" dated 31 January 2022. In case of any discrepancy between the English version and the Spanish version of this document, the Spanish version will prevail.

Therefore, it will not submit any bid for the exploitation of the audiovisual content described below.

Finally, prior to the international commercialisation of audiovisual content, LaLiga has requested a report from the National Markets & Competition Commission (“**CNMC**”) on the adequacy of this Request for Offers to ensure the compliance with the principles of publicity, transparency and non-discrimination.

## **2. DESCRIPTION OF AUDIOVISUAL CONTENT OFFERED**

### **2.1. Audiovisual content**

LaLiga offers the possibility of submitting offers for the acquisition of the exploitation rights of all matches of the First Division of the Spanish Football League Championship, including all play-off matches for the promotion to First Division.

#### **(i) First Division of the Spanish Football League (“First Division”)**

For information purposes only, this section explains the number of matches and match rounds included in the First Division.

Twenty (20) Clubs are currently playing in the First Division, comprised of three hundred and eighty (380) matches played during thirty-eight (38) match rounds throughout the season.

Ten (10) matches are currently played each match round, from Friday to Monday, at the estimated time slots described in Section 2.6 below. Occasionally, some match rounds may take place between Tuesday and Thursday.

#### **(ii) Play-offs**

The matches played each season by the best classified Clubs of the Second Division, to decide on promotion to the First Division the following Season are called “play-offs”. At present, the play-off matches consist of six (6) matches. These matches are played after the end of the forty-two (42) match rounds included in the Second Division.

In addition, LaLiga would like to offer fans in the UK and the Republic of Ireland a unique audiovisual experience and provide all interested entities (the “**Bidder**” or “**Bidders**”) with an innovative and high quality audiovisual product, as attractive and complete as other sport and entertainment audiovisual contents. To this end, the Request for Offers will also allow Bidders to broadcast Support Programs, as well as choose whether they want to broadcast Clips (See **Annex 1** and **Annex 2** for further information).

## 2.2. Distribution format

Except as provided in Section 2.7, the audiovisual content may be transmitted on free-to-air and/or pay TV, and through any distribution format (terrestrial, cable, satellite, Internet -including Apps and OTTs-, etc.).

## 2.3. Packages

LaLiga offers the possibility of submitting bids (the “**Bid**” or “**Bids**”) for each of the following packages (the “**Package**” or “**Packages**”).

(i) **Package A: UK & Republic of Ireland**

Package A includes all audiovisual content described in Section 2.1 for its exploitation and transmission in the UK and the Republic of Ireland, on an exclusive basis.

(ii) **Package B: UK**

Package B includes all audiovisual content described in Section 2.1 for its exploitation and transmission in the UK, on an exclusive basis.

(iii) **Package C: Republic of Ireland**

Package C includes all audiovisual content described in Section 2.1 for its exploitation and transmission in the Republic of Ireland, on an exclusive basis.

For the avoidance of doubt, if Package A is awarded by LaLiga, Packages B and C will not be awarded. If Package A is not awarded, Packages B and/or C may be awarded by LaLiga.

## 2.4. Seasons

Bidders are requested to make a Bid for three (3) seasons (Seasons 2022/23, 2023/24 and 2024/25). Moreover, each Bidder is allowed to make additional offers for either four (4) or five (5) consecutive seasons (Seasons 2022/23, 2023/24, 2024/25, 2025/26 and 2026/27).

## 2.5. Exclusivity

All Packages included in this Request for Offers are offered on an exclusive basis, without prejudice to the excluded rights and limitations to exclusivity established in Section 2.7 below.

## 2.6. Estimated Calendar

For information purposes only, the estimated kick-off of the matches played by Clubs in the First Division at weekends (including Fridays and Mondays<sup>3</sup>) is:

Fridays at 9pm (CET, "**Central European Time**"), Saturdays at 2pm (CET), 4.15pm (CET), 6.30pm (CET) and 9pm (CET); Sundays at 2pm (CET), 4.15pm (CET), 6.30pm (CET), and 9pm (CET); and Mondays at 9pm (CET).

Exceptionally, matches may be played between Tuesday and Thursday. The estimated kick-off of those matches is: Tuesdays, Wednesdays and Thursdays at 8pm (CET), 9pm (CET) and 10pm (CET).

The estimated kick-off of play-offs matches is: Wednesday and Sunday at 8pm (CET) and 10pm (CET). LaLiga will inform each entity which has been awarded a Package (the "**Successful Bidder**") about which matches will be played each match round. This information will be provided as soon as the draw for the official calendar is ready. The official calendar is usually ready before the beginning of each season.

LaLiga reserves the right to modify dates and the kick-off of the matches.

## 2.7. Excluded rights and limitations to exclusivity

Audiovisual rights not expressly granted in this Request for Offers, pursuant to Section 2.1, shall be deemed excluded. LaLiga reserves the right to commercialise such excluded rights at a later stage.

Audiovisual rights excluded from this Request for Offers, but not limited to, are the following:

- i) Content available via *streaming* for the purpose of betting.
- ii) Transmission via radio.
- iii) Commercial use of statistics, graphics or other similar content.
- iv) Transmission of the signal in public places, without prejudice to the right granted to the Successful Bidder to transmit in pubs, restaurants, hospitals, schools, etc.

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<sup>3</sup> The kick-off time of the matches on Mondays and Fridays has been recently confirmed by the Madrid Provincial Court (*Audiencia Provincial de Madrid*), Section 28 (Judgment of 18 June 2020) and the High Council of Sports (*Consejo Superior de Deportes*) (Resolution of 16 October 2020), subject to the appeals submitted by the Spanish Football Federation.

- v) Transmission via digital platforms, understood as video-sharing websites (YouTube, Vimeo, etc.). LaLiga shall not grant live transmission rights of the matches to a third party.
- vi) Transmission of Clips on the Internet<sup>4</sup>.
- vii) Authorisation of license and use of digital collectibles with blockchain technology for its purchase via the Web, mobile or mobile platforms, which among others, may include a remarkable sequence of remarkable images of match footage involving any of the Clubs of the Competition.

In addition, and without prejudice to the exclusivity regime established in Section 2.5 above, LaLiga and the Clubs may use the matches and certain images of the matches of the Spanish Football League as follows:

- i) Clubs official channels: including (i) transmission of matches played at home on a delayed basis upon completion of each match round; (ii) images of the match played by the Club in each match round with a maximum duration of ninety seconds (90") once the match has ended; and (iii) additional images for a maximum duration of 90 seconds (90") for a total of three minutes (3') of the match played by the Club in each round to be transmitted from the end of the last match of that day of the round.
- ii) Webs, Apps & official museums of Clubs: including transmission of images of the matches played by the Club in each round with a maximum duration of three minutes (3') to be transmitted from the end of the last match of that day of the round.
- iii) Clubs official accounts/profiles on social networks: including transmission of images of the match played by the Club in each match round on its own official account/profile social networks with a maximum duration of ninety seconds (90"), to be transmitted from Tuesday at 10am (CET), when the Club has played a match at the weekend, and from Friday at 10am (CET), when the Club has played a match on a weekday. The use of these images will be limited to the promotion of the competition, the matches played by the Club, promotion of attendance to stadiums and visibility of the television channels where the match is broadcast.
- iv) "News Access": Transmission of extracts for their subsequent licence to TV operators and/or news agencies operating at a multinational level, for their inclusion in news programs, without prejudice to the right and obligation of the Successful Bidder to supply such extracts to third parties in its respective

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<sup>4</sup> This limitation shall not apply in the event the Successful Bidder acquires the Clips.

country for transmission on general information programs, to the extent that it is established in its jurisdiction.

- v) LaLiga's official media: Transmission of Clips in its official media (websites, platforms, Apps, etc.), LaLiga-branded channels on digital platforms (YouTube, Vimeo, etc.) and in social networks.
- vi) Images of LaLiga within the stadiums, that is not part of the matches (no-match footage) but only via their Club channel(s) and/or on their official websites, official applications, official Club museums and any official use (e.g., exhibitions).

## 2.8. Transmission Conditions

Successful Bidders are required to adhere to the following transmission obligations<sup>5</sup>:

- For First Division matches on a linear basis on its main channel:
  - i) Transmission of at least three (3) matches in full length per each match round, two (2) of which, at least, must be transmitted live.
  - ii) Transmission of the Support Program "*LaLiga Highlights Show*" or whatsoever program that may replace them in the future, or another highlight program produced by the Successful Bidder, for transmission in full length no later than 24 hours from the completion of each round.
  - iii) Transmission of the Support Program entitled "*LaLiga Show*" and/or "*LaLiga World*" both in full length, or any programs that may replace them in the future.
- For play-offs matches on a linear basis and on any designated channels and/or designated OTT: at least half (three (3) out of six (6)) of the matches in full length.
- Additionally, all First Division matches shall be transmitted in full length, live via Internet on the designated Websites, designated Apps and/or the designated OTT.

## 2.9. Audiovisual Content Features

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<sup>5</sup> If the Successful Bidder is an intermediary, i.e., an entity which performs the duties of intermediation in the international sport rights market, the outlined transmission obligations shall be applicable to the operator which finally transmit the audiovisual content offered, as described in this Request for Offers.



All matches, Support Programs and Weekly Highlights shall be delivered by LaLiga in HD quality format as the minimum production standard quality.

## **2.10. Marketing and Promotion**

Subject to the applicable laws in the respective jurisdictions of each Successful Bidder, in order to give the maximum publicity and notoriety to the Competition, the Successful Bidder/s undertake/s, as is the case in other competitions with similar characteristics, to incorporate in their transmissions opening and closing sequences of official sponsors and programming promotions of the matches to be transmitted.

## **2.11. Information conditions**

LaLiga will request from the Successful Bidder(s) of each Package its collaboration to increase the visibility and relevance of the Spanish Football League Championship. Successful Bidder/s must comply with certain information conditions with the aim of assuring an adequate exploitation of the Package/s, gaining knowledge of the evolution of the market for the exploitation of audiovisual rights. Moreover, the information provided by the Successful Bidders is also used for supporting LaLiga's decision making process, such as the management of kick-off times. In this regard, LaLiga will seek those kick-off times which may deliver a larger audience and, therefore, more interest and attractiveness for the final consumer.

Successful Bidder(s) must provide LaLiga with the following information:

- (i) Audience figures for each match, broken down into age, gender and territory. This information will be submitted for each signal distribution system.  
  
For linear transmission, the Successful Bidder must provide the average audience per match and the number of viewers that watch the match at any time during its transmission.  
  
For OTT's audience figures, the Successful Bidder must provide figures related to intervals of consumption.
- (ii) Monthly subscribers' figures of channels where the matches are being transmitted in each territory, including low and high users, and applicable multi-device policies.
- (iii) Publicly available retail prices paid by final consumers to have access to the audiovisual content included in this Request for Offers.

- (iv) List of carriage agreements between the Successful Bidder and third-party platforms.

Successful Bidder(s) must strictly comply with the applicable data protection and intellectual property regulations and well as with competition law rules in the process of submitting this information to LaLiga. On the other hand, LaLiga will safeguard this information accurately and will treat it as confidential in accordance with applicable professional standards. In any case, information provided will be subject to the same confidentiality measures as LaLiga applies to its own confidential information. LaLiga will refrain from disclosing and revealing such information without the previous consent of the Successful Bidder(s).

### **3. PROCEDURE FOR THE SUBMISSION OF BIDS**

This Section details the procedure for the submission of Bids to exploit the audiovisual content described in Section 2.1 above.

The submission of a Bid entails the full and strict adherence to its content. The Bid submitted by each Bidder is firm, unconditional and irrevocable, and as such, cannot be subject to any conditions. The Bidder will be bound by its Bid for a period of ninety (90) days from the receipt of the Bid by LaLiga.

The Bidder will submit a separate Bid for each Package or Packages of its interest. For this purpose, the Bid for each Package must contain at least: (i) one (1) Registration Form and (ii) one (1) Economic Offer Form for three (3) seasons (together hereinafter the **"Bid Forms"**). Moreover, each Bidder is allowed to make additional offers for either four (4) or five (5) consecutive seasons

#### **3.1 Registration Form**

Any legal person with capacity to act and which complies with *all* sections of the Registration Form may submit a Bid. These sections include:

- i) Bidder's identification details (company name, business address, city and country).
- ii) Contact details of the person who represents the Bidder (name, position, telephone, e-mail).
- iii) Guarantee offered by the Bidder to be accepted by LaLiga.
- iv) Evidence of fulfilment of the general requirements.
- v) Evidence of fulfilment of technical-professional criteria.
- vi) Additional remarks, if appropriate.

### 3.1.1 General requirements

With regard to the general requirements, the Bidder must provide the following documentation:

- i) Updated company registration certificate, issued by the local register authority or an equivalent document.
- ii) Copy of the last annual audited financial statement of the Bidder and its ultimate parent company.
- iii) Only if the Bidder has Spanish residency for tax purposes or operates through a permanent establishment located in Spain and/or, for any other reason, is considered as a taxpayer in the Spanish Tax Registry or it is registered with the Spanish Social Security Agency: Certificates issued by both the Tax Agency (*Agencia Estatal de la Administración Tributaria, AEAT*) and the Social Security Agency (*Tesorería General de la Seguridad Social*) indicating that the Bidder is up to date with its tax and social security obligations.

### 3.1.2 Technical-professional criteria

With regard to the technical-professional criteria, the Bidder must provide the following documentation:

- i) General description of the Bidder, description of other competitions of which the Bidder exploits audiovisual rights, technical means that the Bidder uses for the transmission of audiovisual content, solvency and professional experience in the audiovisual sector.
- ii) If the Bid is submitted by an intermediary: general description of its activities and most significant portfolio of its sports content.
- iii) Submission of an action plan, including the marketing and distribution strategy to be developed by the potential Successful Bidder, as well as the expected coverage of the audiovisual rights to be exploited.
- iv) Current and potential audience figures of the channel(s) where the matches of the Competition are and/or will be broadcast.

## 3.2 Economic Offer Form

In the Economic Offer Form, as consideration for the audiovisual content described in Section 2.1 above, the Bidder must include:

- i) Description of the Package offered.

- ii) Economic offer for each of the three (3) seasons offered (2022/23, 2023/24 and 2024/25).
- iii) Economic offer, if appropriate, for the Clips for each of the (3) seasons offered (2022/23, 2023/24 and 2024/25).

In addition, each Bidder is allowed to make additional offers for either four (4) or five (5) consecutive Seasons (Seasons 2022/23, 2023/24, 2024/25, 2025/26 and 2026/27). For the avoidance of doubt, if the Bidder submits additional offers, they must be submitted in separate Bids, i.e., one dedicated and separate Economic Offer for each Package (A, B and/or C).

### **3.3 Bid Submission**

Bidders will submit their respective Bids, separately, for each Package, in Spanish or in English, using the Bid Forms as established in the timeline described in Section 3.4 below.

The Bid Forms and the requested documentation must be sent by e-mail to the following email "[tender@laliga.es](mailto:tender@laliga.es)", duly identified with the following subject: "BID OF [OPERATOR/INTERMEDIARY/OTHER] FOR THE EXPLOITATION OF AUDIOVISUAL RIGHTS IN THE UK/REPUBLIC OR IRELAND".

Acknowledgement of receipt will be sent from "tender@laliga.es".

The maximum size of all files enclosed on one e-mail should not exceed 20MB. If your documentation exceeds 20MB, please send your documentation in several e-mails, which must be received in the electronic mailbox "tender@laliga.es" no later than the deadline for the submission of the Bid Forms, as set out in the timeline provided in Section 3.4 below.

Management and access to the mailbox "tender@laliga.es" will take place following strict rules of transparency and objectivity.

LaLiga will not be responsible for any expenses incurred by the Bidders in the preparation and submission of the Bids.

### 3.4 Timeline

The timeline for the submission of Bids is the following:

Date	Time
<p><b>31 January 2022</b></p>	<ul style="list-style-type: none"> <li>- Publication of information note on LaLiga's website (Spanish version: <a href="https://www.laliga.com">https://www.laliga.com</a>; English version: <a href="https://www.laliga.com/en-GB">https://www.laliga.com/en-GB</a>).</li> <li>- Invitation to the most important operators and intermediaries which market this type of audiovisual rights.</li> <li>- Information to specialised media.</li> <li>- Making available the Request for Offers and the Bid Forms.</li> </ul>
<p><b>21 February 2022 at 12 noon (CET)</b></p>	<p>Deadline for the submission of the Bids Forms (including the Registration Form and the Economic Offer Form)</p>
<p><b>2 March 2022 at 12 noon (CET)</b></p>	<ul style="list-style-type: none"> <li>- Evaluation of general requirements (Section 3.1.1) and technical-professional criteria (Sections 3.1.2), included in the Registration Form.</li> <li>- In case there is a rectifiable error or omission, a term will be opened to make the necessary amendments (see paragraph below).</li> <li>- In case the information provided in the Registration Form is correct (i.e. it has no rectifiable errors or omissions), the Economic Offer Form will be assessed, and each Package/s will be provisionally awarded.</li> </ul>
<p><b>4 March 2022 at 12 noon (CET)</b></p>	<p>End of the term for making amendments to rectifiable errors or omissions</p>
<p><b>9 March 2022 at 12 noon (CET)</b></p>	<p>Evaluation of the Economic Offer Form(s) and provisional award (in the event that</p>

	there are previous rectifiable errors or omissions)
<b>Until 16 March 2022 or a longer term indicated by LaLiga</b>	Signature of binding agreement(s)

LaLiga will offer all interested Bidders the possibility to make written queries in order to clarify any point related to this Request for Offers until **14 February 2022**. Queries (only) should be sent by e-mail to "**tender@laliga.es**" and will be answered by LaLiga within five (5) working days following the receipt date. Answers will be posted on LaLiga's website<sup>6</sup>, in Spanish and English, respecting the confidentiality of information that may be commercially sensitive.

Monday to Friday (both included), shall be considered working days, with the exception of official public holidays in the city of Madrid (Spain).

#### 4. EVALUATION PROCESS

##### 4.1. Evaluation of Bids

Following the timeline provided in Section 3.4 above, once the deadline for the submission of Bids has expired, access to the mailbox "**tender@laliga.es**" will take place in order to check the Bids received for the different Packages and for different seasons. The evaluation process will be as follows:

- First, the Registration Form will be assessed, i.e., checking the compliance with the general requirements and technical-professional criteria, as indicated in Sections 3.1.1 and 3.1.2 above.
- If LaLiga observes rectifiable errors or omissions in the documentation provided by the Bidder, it will inform the Bidder as soon as possible by e-mail. The Bidder must make the necessary amendments within the term indicated in Section 3.4 above.
- Once LaLiga has checked that the Bidder meets the general requirements and the technical-professional criteria, the Economic Offer Form(s) will be evaluated. The highest economic bid will be the main criteria for awarding each Package.

<sup>6</sup> Q&A will be available in Spanish at: <https://www.laliga.com/derechos-audiovisuales/derechos-internacionales>; Q&A will be available in English at: <https://www.laliga.com/en-ES/audiovisual-rights/international-rights>.

For the avoidance of doubt, LaLiga will compare the economic offer received by Package A with the economic offer received for the sum of the economic offers of both Packages B and C (with the same content altogether that Package A).

- When similar economic bids are submitted, an exhaustive evaluation of which Bidder best meets the technical-professional criteria, as described in Section 3.1.2, will be carried out, to resolve any tie.

Notwithstanding the above, LaLiga reserves the right to suspend or cancel this Request for Offers if the development of the procedure and market conditions so require, and especially, if LaLiga becomes aware of possible collusive practices or other anticompetitive practices.

#### **4.2. Provisional Award**

The Bidder(s) chosen by LaLiga will provisionally be awarded the exploitation rights of the audiovisual content related to the relevant Package(s). LaLiga will inform all Bidders of said provisional award and will also inform non-successful Bidders that their Bid has not been chosen.

The final award is conditional upon the signature of a license agreement by LaLiga with the Successful Bidder, the agreement between the Successful Bidder and LaLiga with regard to the appropriate guarantees and to the completion of the Compliance Form in its entirety, as indicated in Section 4.3 below.

Should LaLiga not receive satisfactory Bid(s) for the Package(s), LaLiga will start a second or successive bid rounds, or may cancel this Request for Offers. At this time, LaLiga may change the exclusivity applicable to the Packages. In such circumstances, Bidders will be duly informed beforehand.

#### **4.3. Compliance Form**

In the context of best practices with regard to relationships between LaLiga and third parties and for the purpose of complying with the requirements established in Law 10/2010, of 28 April, on the Prevention and Money Laundering and the Financing of Terrorism and its Regulation, once the Package has been awarded, only Successful Bidder(s) must fill in the Compliance Form, before the signature of the binding agreements.

Successful Bidder(s) must also provide the documentation required and must answer certain questions included in the Compliance Form. Such documentation must be provided no later than ninety (90) days from the signature of the license agreement.

More information/documentation may be required depending on the answers provided in the Compliance Form by the Successful Bidder.

#### **4.4. Signature of binding agreements**

The term established by this Request for Offers for the signature of binding agreements with the Successful Bidder(s) will be within five (5) working days from the provisional award or a longer term indicated by LaLiga.

### **5. GENERAL CONDITIONS**

#### **5.1. Obligation of collaboration in Integrity**

The Successful Bidder(s) acknowledge(s) and agree that they share a common interest in protecting the football competition organised by LaLiga from threats to its integrity which represent: (i) match fixing and corruption linked to betting and (ii) breach of LaLiga's betting rules by participants.

To this end, the Successful Bidder(s) express(es) its clear willingness to provide, as permitted by the applicable regulations, reasonable assistance and cooperation to LaLiga in matters related to integrity.

#### **5.2. Obligations of collaboration in Audiovisual Anti-Piracy Policy**

The Successful Bidder(s) agree(s) and undertake(s) to work together, and in good faith, to prevent, and take the necessary measures to prevent, access or illegal dissemination of audiovisual content marketed by LaLiga.

The Successful Bidder(s) will be responsible for ensuring that the audiovisual content acquired is exclusively accessible from each territory and undertakes to implement all possible measures to that end, including signal encrypting, geo-blocking and DRM ("*Digital Rights Management*").

With regard to the content accessible via Internet or any other equivalent means, the Successful Bidder(s) must undertake to implement all those measures required to prevent the copy, storage, conservation and sending the audiovisual content acquired, as well as to use a system to prohibit access or visualisation outside the country where the audiovisual rights has been awarded.

In addition, with regard to the Republic of Ireland, and pursuant to the applicable European rules or those that may be applicable during the term of the Licence Agreement, as it is the case of Regulation (EU) 2017/1128 of the European Parliament and the Council, of 14 June 2017, on cross-border portability of online



content services in the internal market (“**Portability Regulation**”), a subscriber to portable online content services which resides in a Member State within the EEA may have access to such content with temporarily visiting another Member State. In this sense, with regard to the Portability Regulation, Licence Agreements between LaLiga and each Successful Bidder will include mechanisms to verify the country of residence in a Member State of the subscriber on an online content service.

### **5.3. Obligation of collaboration in the communication, promotion, advertising and digital strategy of LaLiga**

Successful Bidder(s) must coordinate its communication and promotion strategies for the Competition, either on its own media or third-party media, with LaLiga for the duration of the contract, which should be designed to endow the competition with greater relevance and value.

### **5.4. Complete Agreement**

If any of the sections, terms or conditions of this Request for Offers is, or is found to be, invalid or unlawful, either in part or in its entirety, or contradicts any applicable Spanish or European regulations, the remaining sections, terms or conditions will not be affected.

### **5.5. Liability**

LaLiga shall not be liable to any Successful Bidder for any loss or damage (including indirect damages and loss of profit) in relation to the content of this Request for Offers or the content of the future binding agreement(s) to be signed with the Successful Bidder(s).

### **5.6. Confidentiality**

Bidder(s) will ensure the confidentiality of the content of their Bid and undertake not to make any communication, announcement or disclosure in this regard.

The Successful Bidder(s) will keep confidential the content of the binding agreement(s).

#### **5.7. Applicable Law**

The binding agreements shall be subject to and construed in accordance with the laws of Spain.

#### **5.8. Conflict Resolution**

The parties expressly declare their unequivocal intention to submit any conflict arising or which may arise in the future from the application, interpretation or execution of this Request for Offers to the courts of the city of Madrid (Spain).

### **6. QUERIES**

Any query related to this Request for Offers may be sent to: [tender@laliga.es](mailto:tender@laliga.es).



No es fútbol. Es LaLiga.





# **ANNEX 1**

Support Programs and  
Additional Feeds

## ANNEX 1

### SUPPORT PROGRAMS AND ADDITIONAL FEEDS<sup>7</sup>

#### **A. SUPPORT PROGRAMS**

- “*La Liga*” (50 minutes): one (1) yearly pre-season program dedicated to the upcoming season.
- “*La Liga World*” (26 minutes): a weekly magazine featuring highlights of the matches from the previous Competition round, player profiles, close up interviews, historic moments, etc. The program will be available on Tuesday from 5pm (CET) for the matches played at the weekends and the day after the matches played mid-week.
- “*La Liga Show*” (26 minutes): a weekly magazine featuring previews for the next Competition round and other relevant information about the Competition. This program shall be available each Competition week, on Thursday at 17:00 (CET).
- “*Post-season La Liga*”: One (1) yearly program at the end of the season featuring a complete analysis of the entire Season.
- “*La Liga Highlights Show*” (55 minutes): a fully produced highlights program, distributed each Sunday at 24:00 (GMT) approximately, featuring footage from all matches of the Competition, with the exception of a possible Monday match. For mid-week rounds, the program will be offered on Thursdays at 24:00 (GMT). The program will also include graphics of standings, statistics, upcoming fixtures, etc.
- “*El Clásico*”: Two (2) special programs with complete information about the clash between Real Madrid CF and FC Barcelona.
- At least five (5) Special programs each season about the Competition. These programs will feature English graphics; English and Spanish guide commentary, and complete script.
- “*Incomplete Highlights*”: A five-minute (5) highlights feed per match played.

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<sup>7</sup> Duration times for Support Programs and Additional Feeds are approximate. Support Programs and Additional Feeds are subject to any changes made by LaLiga for which LaLiga is in no way responsible and which will not entitle the Bidder to any claims whatsoever.

## **B. ADDITIONAL FEES**

- LaLiga will provide access to a fully produced and continuous HD feed ("*Content Channel Feed*"). The Content Channel Feed includes a preview programme on Fridays and a review programme on Mondays (for weekend match days).
- This feed will be in English language, with English graphics and it will include studio programming around the matches, exclusive pre- and post-match interviews and analysis.
- It will include highlights of the matches that were played previously and it will preview matches of the following day.
- The Content Channel Feed will be delivered with a full program format and running order, including break patterns. The Content Channel Feed is a neutral feed with studio and graphical look and feel of the Competition.
- Successful Candidates will have the choice to take down the entire feed and use it for final transmission, or to cherry pick content to enrich its own transmissions of the matches. Technical costs arising from the delivery of the Content Channel Feed will be negotiated at market prices with an entity designated by LaLiga.



# **ANNEX 2**

Clips

## ANNEX 2

### CLIPS

#### **A. PRE-MATCH CLIPS**

For each match of the Competition:

- One (1) Clip with a minimum length of sixty (60) seconds and a maximum length of ninety (90) seconds.
- Each Clip may only be transmitted during the period commencing thirty-six (36) hours immediately preceding the start of the relevant match and ending before the start of the respective match.
- Each Clip may contain footage of the previous matches of the participating Clubs.

Each Clip may contain footage of previous matches of the clubs that will be playing that day

#### **B. IN-MATCH CLIPS**

For each match of the Competition:

- Two (2) Clips of a maximum length of ten (10) seconds each, which contain match footage from the first half. The first Clip shall be provided during the first thirty (30) minutes of the first half time, and the second Clip shall be provided during the last five (5) minutes after the end of the first half.
- One Clip with a maximum length of ten (10) seconds each which contains match footage from the second half made available during the first thirty (30) minutes of the second half.
- In-match Clips may only be broadcast upon delivery by LaLiga until ninety (90) minutes after the end of the respective match.
- In-match Clips contain match footage but no goals.

#### **C. POST-MATCH CLIPS**

For each match of the Competition:

- One (1) Clip with a minimum length of sixty (60) seconds and a maximum length of ninety (90) seconds each.



- Post-Match Clips shall only be broadcast sixty (60) minutes after the end of the respective match.

#### **D. MATCH DAY CLIPS**

- If a minimum of two (2) matches are played on the same day, one (1) Clip per match with a maximum aggregate duration of five (5) minutes and no more than ninety (90) seconds per match.
- If only one (1) match is played:
  - o if the match is played on Friday, such match shall be included in the Saturday match day Clips;
  - o If the match is played on Monday, such match shall be included in the match round Clips.
- Each match day Clips may only be transmitted from midnight CET on the day of the relevant match.

#### **E. MATCH ROUND CLIPS**

For each match round of the Competition:

- One (1) Clip that will include footage of all matches played.
- Each match round Clip shall contain a maximum length of ten (10) minutes of footage from matches, and no more than 90 seconds of footage of any individual match.
- Each match round Clips may only be broadcast from midnight CET on the day of the last match is played of each round

#### **F. ADDITIONAL CLIPS**

For each match round of the Competition:

- LaLiga will provide, in addition to the above, the following additional Clips, with a duration between ninety (90) and one hundred twenty (120) seconds, with the exception of “LaLiga Best Goal Clips” which has specific duration, to be broadcast from Tuesdays at 12:00 (CET) for weekend rounds and from at 12:00 (CET) for mid-week rounds.
  - o *“La Liga Best Saves Clips”*

It's not football. It's LaLiga.



- *“La Liga Best Goals Clips”*: Clips with a duration between one hundred and twenty (120) seconds y one hundred and fifty (150) seconds.
- *“La Liga Best Skills”*
- *“La Liga Best Player”*
- *“La Liga Funny Moments”*
- *“La Liga Top Cameras”*
- *“La Liga Fans”*
- *“La Liga Inside”*
- *“La Liga Coaches”*
- *“La Liga Stars”*