



INVITATION TO TENDER

**Commercialisation of
audiovisual rights of the
SPANISH FOOTBALL LEAGUE IN
SPAIN.**

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[This document is a non-official English courtesy translation of the Spanish document entitled as “Procedimiento de solicitud de ofertas para la comercialización de los derechos de explotación de contenidos audiovisuales del Campeonato Nacional de Liga en España”. In case of any discrepancy between the English version and the Spanish version of this document, the Spanish version will prevail.]

1 INTRODUCTION

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

The Spanish Football League ("**LaLiga**"), as the organising entity of the Spanish Football League of the First and Second Divisions, is the entity in charge of jointly commercialising the audiovisual rights of the Professional Clubs and Sports Limited Companies ("**SADs**") participating in such competitions.

With the recent growth of the audiovisual sector in general as well as the broadcasting of sports and entertainment audiovisual content in particular, LaLiga has designed a procedure for an invitation to tender that is adapted to this new reality and allows the best exploitation of the available audiovisual rights. There is a clear aim behind all of this: to ensure that all operators have access to the invitation to tender procedure and, ultimately, to ensure that football fans enjoy a unique competition of the highest quality, complemented by the best commercial offer available.

In this context, this document establishes the guidelines applicable to the commercialisation of audiovisual content associated with the Spanish Football League (hereinafter referred to as the "**Invitation to Tender**" or the "**Procedure**"). Further, the Procedure describes in detail the audiovisual content offered (Paragraph 2), the implementing conditions to be followed (Paragraph 3), the manner in which tenders should be submitted in packages (Paragraph 4), the criteria LaLiga will use to determine which audiovisual content will be commercialised (Paragraph 5) and, finally, the general conditions applicable to the Procedure and to the commercial agreements to be concluded with the/operators who will be selected (hereafter referred to as "**the Successful Bidder**", "**the Successful Bidders**") (Paragraph 6).

¹ Note that part of the content of RDL 5/2015 has been amended by Royal Decree-Law 15/2020 of 21 April concerning additional urgent measures to support the economy and employment; Royal Decree-Law 26/2020 of 7 July on measures to deal with the economic impact of COVID-19 in the field of transport and housing; and Royal Decree-Law 15/2021, of 13 July, regulating the leasing of collections of real estate belonging to the Spanish Historical Heritage by certain public sector entities and adopting other urgent measures in the cultural and sports field.

This Invitation to Tender is in accordance with the provisions of RDL 5/2015:

- a) The audiovisual content offered is in compliance with the scope of application of RDL 5/2015, particularly according to the provisions of article 1.1.
- b) According to article 4.1, the system of commercialisation and exploitation of audiovisual rights is governed by the principle of free enterprise within the framework of the evaluation system established by European and Spanish competition laws.
- c) This document sets forth the general conditions governing the commercialisation of the rights of audiovisual content, specifying the method of commercialisation, the configuration of the offers for exercising the rights, their grouping into packages, and the requirements for their allocation and exploitation under articles 4.2 and 4.3.
- d) The commercialisation criteria described in article 4.4 are met.
- e) Provision is made for the termination of the agreement and award to another bidder if a successful bidder fails to use the audiovisual rights under article 4.6.
- f) The commercialisation and exploitation of the audiovisual content covered by this Invitation to Tender has been agreed and approved by the Controlling Authority for the Management of Audiovisual Rights².
- g) Each package shall also be awarded according to the Second Additional Provision.

Finally, LaLiga has requested a prior report from the National Commission of Markets and Competition (*Comisión Nacional de los Mercados y la Competencia*, CNMC) pursuant to article 4.3 of RDL 5/2015 and has made the appropriate amendments in order to ensure compliance with the principles of publicity, transparency, and non-discrimination.

² This Invitation to Tender has also been reviewed and approved by the Controlling Authority for the Management of Audiovisual Rights pursuant to article 7 of RDL 5/2015.

2 DESCRIPTION OF THE AUDIOVISUAL CONTENT COVERED BY THE PROCEDURE

LaLiga offers interested operators (hereinafter referred to as the "**Candidate**" or "**Candidates**") the possibility to submit one or more offers (the "**Offer**" or "**Offers**") for each of the packages divided into different options, as described below (the "**Packages**", the "**Option**" or "**Options**"). In addition to the audiovisual content covered by this Invitation to Tender, LaLiga will be publishing in the near future, one or more additional invitations to tender that involve packages containing the following:

- (i) Exclusive and live coverage of the Championship matches of the Second Division of the Spanish Football League for commercial purposes to residential pay TV customers.
- (ii) One (1) match of each day of the Championship of the Second Division of the Spanish Football League, on live and non-exclusive coverage, for broadcast on free-to-air television.
- (iii) One (1) match of each day of the Championship of the First Division of the Spanish Football League, on exclusive and live coverage for broadcast on free-to-air television if Option A is awarded; or the same content, on non-exclusive coverage if one of the other Options (B, B bis, C, C bis, D or D bis) is awarded.
- (iv) Twelve-minute clippings (12") of each match played each day of the Championships of the First and Second Divisions of the Spanish Football League (including the play-offs) in non-exclusive coverage, for broadcast on free-to-air television.
- (v) Ninety-second (90") mini-clippings of each match of the Championships of the First and Second Divisions of the Spanish Football League (including the play-offs), on exclusive coverage, for broadcast in paid or free-to-air Internet broadcasters.
- (vi) The First and Second Division matches for commercial purposes and exploitation to public establishments (Hospitality Sector).

In this regard, please refer to section 2.7 for more details.

Option A	Option B	Option B bis	Option C	Option C bis	Option D	Option D bis
<p><u>Package A.1</u></p> <p>To choose between: (A) LaLiga First Channel, produced by LaLiga (24x7 broadcasting) the content described below or (B) the following audiovisual content, without rebroadcast through the LaLiga First Channel:</p> <p>- Eight (8) matches of each day of the Championship of the First Division of the Spanish Football League, on <u>live and exclusive coverage</u>, for commercial purposes to residential pay TV customers.</p> <p>Please see paragraph 2.2.1.1 for more details.</p>	<p><u>Package B.1</u></p> <p>To choose between: (A) LaLiga First Channel, produced by LaLiga (24x7 broadcasting) the content described below or (B) the following audiovisual content, without rebroadcast through the LaLiga First Channel:</p> <p>- Nine (9) matches of each day of the Championship of the First Division of the Spanish Football League, on <u>live and exclusive coverage</u>, for commercial purposes to residential pay TV customers.</p> <p>Please refer to section 2.2.2.1.</p>	<p><u>Package B.1 bis</u></p> <p>To choose between: (A) LaLiga First Channel, produced by LaLiga (24x7 broadcasting) the content described below or (B) the following audiovisual content, without rebroadcast through the LaLiga First Channel:</p> <p>- Nine (9) matches of each day of the Championship of the First Division of the Spanish Football League, on <u>live and exclusive coverage</u>, for commercial purposes to residential pay TV customers.</p> <p>Please refer to section 2.2.3.1.</p>	<p><u>Package C.1</u></p> <p>To choose between: (A) LaLiga First Channel, produced by LaLiga (24x7 broadcasting) the content described below or (B) the following audiovisual content, without rebroadcast through the LaLiga First Channel:</p> <p>- Seven (7) matches of each day of the Championship of the First Division of the Spanish Football League, on <u>live and exclusive coverage</u> for commercial purposes to residential pay TV customers.</p> <p>Please refer to section 2.2.4.1.</p>	<p><u>Package C.1 bis</u></p> <p>To choose between: (A) LaLiga First Channel, produced by LaLiga (24x7 broadcasting) the content described below or (B) the following audiovisual content, without rebroadcast through the LaLiga First Channel:</p> <p>- Seven (7) matches of each day of the Championship of the First Division of the Spanish Football League, on <u>live and exclusive coverage</u> for commercial purposes to residential pay TV customers.</p> <p>Please refer to section 2.2.5.1.</p>	<p><u>Package D.1</u></p> <p>To choose between: (A) LaLiga First Channel, produced by LaLiga (24x7 broadcasting) the content described below or (B) the following audiovisual content, without rebroadcast through the LaLiga First Channel:</p> <p>Five (5) matches of each day of the Championship of the First Division of the Spanish Football League, on <u>live and exclusive coverage</u> for commercial purposes to residential pay TV customers.</p> <p>Please refer to section 2.2.6.1.</p>	<p><u>Package D.1 bis</u></p> <p>To choose between: (A) LaLiga First Channel, produced by LaLiga (24x7 broadcasting) the content described below or (B) the following audiovisual content, without rebroadcast through the LaLiga First Channel:</p> <p>Five (5) matches of each day of the Championship of the First Division of the Spanish Football League, on <u>live and exclusive coverage</u> for commercial purposes to residential pay TV customers.</p> <p>Please refer to section 2.2.7.1.</p>

<u>Package A.2</u>	<u>Package B.2</u>	<u>Package B.2 bis</u>	<u>Package C.2</u>	<u>Package C.2 bis</u>	<u>Package D.2</u>	<u>Package D.2 bis</u>
<p>- One (1) match of each day of the Championship of the First Division of the Spanish Football League, <u>in live and exclusive coverage</u>, for commercial purposes to residential pay TV customers.</p> <p>Please refer to section for more details 2.2.1.2.</p>	<p>- One (1) match of each day of the Championship of the First Division of the Spanish Football League, <u>in live and exclusive coverage</u>, for commercial purposes to residential pay TV customers.</p> <p>Please refer to section for more details 2.2.2.2.</p>	<p>- One (1) match of each day of the Championship of the First Division of the Spanish Football League, <u>in live and exclusive coverage</u>, for commercial purposes to residential pay TV customers.</p> <p>Please refer to section for more details 2.2.3.2.</p>	<p>- Three (3) matches of each day of the Championship of the First Division of the Spanish Football League, <u>in live and exclusive coverage</u>, for commercial purposes to residential pay TV customers.</p> <p>Please refer to section for more details 2.2.4.2.</p>	<p>- Three (3) matches of each day of the Championship of the First Division of the Spanish Football League, <u>in live and exclusive coverage</u>, for commercial purposes to residential pay TV customers.</p> <p>Please refer to section for more details 2.2.5.2.</p>	<p>To choose between: (A) LaLiga First Channel, produced by LaLiga (24x7 broadcasting) the content described below or (B) the following audiovisual content, without rebroadcast through the LaLiga First Channel:</p> <p>- Five (5) matches each day of the Championship of the First Division of the Spanish Football League <u>in live and exclusive coverage</u>, for commercial purposes to residential pay TV customers.</p> <p>Please refer to section for more details 2.2.6.2.</p>	<p>To choose between: (A) LaLiga First Channel, produced by LaLiga (24x7 broadcasting) the content described below or (B) the following audiovisual content, without rebroadcast through the LaLiga First Channel:</p> <p>- Five (5) matches each day of the Championship of the First Division of the Spanish Football League <u>in live and exclusive coverage</u>, for commercial purposes to residential pay TV customers.</p> <p>Please refer to section for more details 2.2.7.2.</p>

<u>Package A.3</u>	<u>Package B.3</u>	<u>Package B.3 bis</u>	<u>Package C.3</u>	<u>Package C.3 bis</u>	<u>Package D.3</u>	<u>Package D.3 bis</u>
<p>Option A does not contain this Package.</p>	<p>Option B does not contain this Package.</p>	<p>Three (3) days of the Championship of the First Division of the Spanish Football League with ten (10) matches per day, <u>live and exclusive coverage</u>, for commercial purposes to residential pay TV customers.</p> <p>Please refer to section for more details 2.2.3.3.</p>	<p>Option C does not contain this Package.</p>	<p>Three (3) days of the Championship of the First Division of the Spanish Football League with ten (10) matches per day, <u>live and exclusive coverage</u>, for commercial purposes to residential pay TV customers.</p> <p>Please refer to section for more details 2.2.5.3.</p>	<p>Option D does not contain this Package.</p>	<p>Three (3) days of the Championship of the First Division of the Spanish Football League with ten (10) matches per day, <u>live and exclusive coverage</u>, for commercial purposes to residential pay TV customers.</p> <p>Please refer to section for more details 2.2.6.3.</p>

Packages have been developed to ensure optimal commercialisation that encourages as many Offers as possible by the Candidates, avoiding any potential exclusion or difficulty with the submission of Offers.

Seven (7) alternative Options allow Candidates to choose the Option or Options that best suits their preferences and operational capabilities, rather than being limited to only one.

As soon as the Offers for the Packages are analysed in their respective Options, LaLiga will award, in accordance with the award criteria described in section 5.2, **only one (1) of the Options** with their respective Packages.

2.1 General provisions applicable to all Packages

2.1.1 Description of the matches of the Championship of the First Division of the Spanish Football League

Without prejudice to the description of the Packages subject to the Procedure in section 2.2, the number of matches and days that constitute the Championship of the First Division of the Spanish Football League is noted for informational purposes.

Three hundred and eighty (380) matches will be played between the twenty (20) clubs of this division over the thirty-eight (38) days of each season.

There will be ten (10) matches played each day, from Friday to Monday, according to the schedule described in section 2.4, although some matches may occur during the week.

2.1.2 Seasons

LaLiga offers Candidates the option of submitting offers for terms of three (3), four (4), or five (5) seasons, starting from the 2022/2023 season.

2.1.3 Territory

This Invitation to Tender covers the use of audiovisual content in the territory of Spain, including Andorra (hereinafter referred to as the "**Territory**"). In the case of Andorra, the audiovisual content of each Package will be, in any case, non-exclusive.

Notwithstanding the foregoing, in compliance with current or substitute European regulations, during the validity of the agreements signed by the Successful Bidders, the provisions of Regulation (EU) 2017/1128 of the European Parliament and of the Council of 14 June 2017, concerning the cross-border portability of online content services in the internal market shall apply. In this sense, a subscriber of online content services residing in Spain may have access to the contents subscribed related to this Invitation to Tender, outside the Territory, provided that he or she is temporarily in another Member State of the European Union.

2.1.4 Distribution format

Without prejudice to paragraph 2.6, the distribution of the audiovisual content included in the Packages subject matter of this Invitation to Tender may be made through any medium or platform.

It includes but is not limited to cable, satellite, Hertzian waves, ADSL, IPTV, Internet, Wi-Fi, 3G technologies, 4G, 5G and future generations, mobile portals, websites, as well as any other existing system or modality that may be developed in the future.

2.1.5 Exclusivity regime

The contents of the Packages subject matter of this Invitation to Tender shall be commercialised on an exclusive and non-exclusive basis, as indicated in the table above and as described in greater detail in the following section 2.2.

There are, however, a number of considerations to take into account:

- (i) The audiovisual content classified as "accessory rights" contained in each Package, detailed in section 2.3, are, in any case, commercialised on a non-exclusive basis.
- (ii) Clubs/SADs and LaLiga may use the audiovisual content set out in section 2.6.

2.1.6 Languages

Successful Bidders awarded Packages, regardless of the format of distribution of the audiovisual content, must offer the option for users to access the commentaries of the broadcasts in each of the co-official languages in those territories where there are co-official languages. These consist of both audios provided by the Successful Bidders, as

well as the options that may be offered by other providers of the radio audiovisual service, and other audios provided by LaLiga.

For clarification, this obligation only applies to matches played by Clubs/SADs belonging to territories that have a co-official language beside Spanish. Audio through radio service providers that already broadcast in the territories in their respective co-official languages is sufficient.

2.1.7 Sub-licence

Successful Bidders awarded the Packages subject matter of this Invitation to Tender may sub-licence their use, provided they have the prior and express permission of LaLiga.

In the sub licensing agreement, the Successful Bidder of each Package must guarantee that the sub-licensee(s) will comply with the operational conditions and other obligations outlined in this Invitation to Tender.

In the following instances, LaLiga will not grant the sub-licence authorisation issuing a duly reasoned letter:

- (i) The potential sub-licensee has a debt with LaLiga (or its subsidiaries), and or there are ongoing legal proceedings concerning the said non-payment of outstanding amounts.
- (ii) The potential sub-licensee puts LaLiga in a situation of reputational risk due, for example, to the broadcasting of socially inappropriate audiovisual content on its platform.
- (iii) The potential sub-licensee has been or is being investigated for breaches of intellectual property laws or any other regulations related to the use of audiovisual content.
- (iv) The potential sub-licensee proposes a format for the use of audiovisual content contrary to the provisions of this Invitation to Tender.

In this context, a "potential sub-licensee" includes both the entity that might enter into a sub-licence agreement and any member of the enterprise group, including the parent company, as well as possible breaches perpetrated by the members of the Board of Directors of any of those enterprises.

2.2 Description of the Packages subject matter of the Procedure

Candidates may make Offers for the Packages included in one, several or all of the Options (A, B, B bis, C, C bis, D and D bis) described in the following subsections. However, **only one (1) of the Options, with their respective Packages**, will be awarded.

2.2.1 Option A

2.2.1.1 Package A.1

Package A.1 confers the right to broadcast and display the following audiovisual content on pay TV for commercial purposes to residential ³customers: (A) one LaLiga First Channel, produced by LaLiga (24x7 broadcasting)⁴ broadcasting the content described below or (B) the following audiovisual content, without rebroadcast through the LaLiga First Channel:

- (i) Eight (8) matches per day of the Championship of the First Division of the Spanish Football League, on live and exclusive coverage.
- (ii) The audiovisual content referred to in the preceding paragraph may also be broadcast in a deferred and exclusive coverage ⁵basis, including the possibility of on demand broadcasting.

It should be noted that the contents of this Package will also be broadcast in live coverage by the Successful Bidder of the Package being commercialised, in a subsequent invitation to tender for public establishments (Hospitality Sector).

Special features:

This Package contains the second leg match between Real Madrid, C.F. and F.C. Barcelona, known as "*El Clásico*".

To select between:

All eight (8) matches will be selected by their Successful Bidder, choice 3 to 10, that is, following the first choice of matches by the Successful Bidder of Package A.2 and choice 2 by the Successful Bidder of the Package to be commercialised in a subsequent invitation to tender procedure of one (1) Match per day of the Championship of the First Division of the Spanish Football League for broadcast on free-to-air television, on exclusive coverage, considering their respective selection conditions.

³ "Residential" customers are customers who may have a television service that is not designed specifically for public establishments (Hospitality Sector).

⁴ The LaLiga First Channel will include, among other content, football, sports news, informative content, documentaries, archive, etc.

⁵ Exclusivity must be construed without prejudice to the rights recognised by RDL 5/2015 to Clubs/SADs, as outlined in section 2.6 of this Invitation to Tender.

2.2.1.2 Package A.2

Package A.2 confers the right to broadcast and display the following audiovisual content on pay TV for commercial purposes to residential customers:

- (i) One (1) match per day of the Championship of the First Division of the Spanish Football League, in live and exclusive coverage.
- (ii) The audiovisual content referred to in the preceding paragraph may also be broadcast in a deferred and exclusive coverage⁶ basis, including the possibility of on demand broadcasting.

It should be noted that the contents of this Package will also be broadcast in live coverage by the Successful Bidder of the Package being commercialised, in a subsequent invitation to tender for public establishments (Hospitality Sector).

Special features:

The Successful Bidder may broadcast up to a maximum of eighteen (18) Real Madrid C.F. matches, and another eighteen (18) F.C. Barcelona matches and one (1) match between both clubs, called "*El Clásico*", which is played in the second leg.

The Successful Bidder will not broadcast the first and second leg matches of the Real Madrid C.F. or the FC. Barcelona with any of the following clubs: Valencia C.F., Club Atlético de Madrid, Athletic Club de Bilbao and Sevilla F.C.

To select between:

The match will be chosen by its Successful Bidder in choice 1.

2.2.1.3 Package A.3

Option A does not contain this Package.

2.2.2 Option B

2.2.2.1 Package B.1

Package B.1 confers the right to broadcast and display the following audiovisual content on pay TV for commercial purposes to residential customers: (A) one LaLiga First Channel, produced by LaLiga (24x7 broadcasting) broadcasting the content described below or (B) the following audiovisual content, without rebroadcast through the LaLiga First Channel:

- (i) Nine (9) matches per day of the Championship of the First Division of the Spanish Football League, on live and exclusive coverage.

⁶Exclusivity must be construed without prejudice to the rights recognised by RDL 5/2015 to Clubs/SADs, as outlined in section 2.6 of this Invitation to Tender.

- (ii) The audiovisual content referred to in the preceding paragraph may also be broadcast in a deferred and exclusive coverage⁷ basis, including the possibility of on demand broadcasting.

It should be noted that the contents of this Package will also be broadcast in live coverage by (a) the Successful Bidder of the Package being commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the First Division of the Spanish Football League for broadcast on free-to-air television, in non-exclusive coverage, and by (b) the Successful Bidder of the Package commercialised in a future invitation to tender for public establishments (Hospitality Sector).

Special features:

This Package contains the second leg match between Real Madrid, C.F. and F.C. Barcelona, known as "*El Clásico*".

To select between:

The nine (9) matches will be selected by their Successful Bidder from choices 2 to 10, that is, after choice 1 of matches of Package B.2 by the Successful Bidder, subject to their respective selection conditions.

As regards the selection by the Successful Bidder of the Package to be commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the First Division of the Spanish Football League, it should be noted that they will select the match they wish for free-to-air broadcasting, except for the matches played by Real Madrid C.F., F.C. Barcelona, Atlético de Madrid, Valencia C.F. or any other Club/SAD contesting European competitions.

2.2.2.2 Package B.2

Package B.2 confers the right to broadcast and display the following audiovisual content on pay TV for commercial purposes to residential customers:

- (i) One (1) match per day of the Championship of the First Division of the Spanish Football League, in live and exclusive coverage.
- (ii) The audiovisual content referred to in the preceding paragraph may also be broadcast on a deferred and non-exclusive coverage basis, including the possibility of on demand broadcasting.

⁷ Exclusivity must be construed without prejudice to the rights recognised by RDL 5/2015 to Clubs/SADs, as outlined in section 2.6 of this Invitation to Tender.

It should be noted that the contents of this Package will also be broadcast live by the Successful Bidder of the Package being commercialised in a subsequent invitation to tender for public establishments (Hospitality Sector).

Special features:

The Successful Bidder may broadcast up to a maximum of eighteen (18) Real Madrid C.F. matches, and another eighteen (18) F.C. Barcelona matches and one (1) match known as "El Clásico" between both clubs, which is played in the second leg.

The Successful Bidder will not broadcast the first and second leg matches of the Real Madrid C.F. or the FC. Barcelona with any of the following clubs: Valencia C.F., Club Atlético de Madrid, Athletic Club de Bilbao and Sevilla F.C.

To select between:

The match will be chosen by its Successful Bidder in choice 1.

2.2.2.3 Package B.3

Option B does not contain this Package.

2.2.3 Option B bis

2.2.3.1 Package B.1 bis

Package B.1 bis confers the right to broadcast and display the following audiovisual content on pay TV for commercial purposes to residential customers: (A) one LaLiga First Channel, produced by LaLiga (24x7 broadcasting) broadcasting the content described below or (B) the following audiovisual content, without rebroadcast through the LaLiga First Channel:

- (i) Nine (9) matches per day of the Championship of the First Division of the Spanish Football League, on live and exclusive coverage.
- (ii) The audiovisual content referred to in the preceding paragraph may also be broadcast in a deferred and exclusive coverage⁸ basis, including the possibility of on demand broadcasting.

For clarification, the days included in Package B.3 bis shall not form part of this Package.

It should be noted that the contents of this Package will also be broadcast in live coverage by (a) the Successful Bidder of the Package being commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the

⁸ Exclusivity must be construed without prejudice to the rights recognised by RDL 5/2015 to Clubs/SADs, as outlined in section 2.6 of this Invitation to Tender.

First Division of the Spanish Football League for broadcast on free-to-air television, in non-exclusive coverage, and by (b) the Successful Bidder of the Package commercialised in a future invitation to tender for public establishments (Hospitality Sector).

Special features:

This Package contains the second leg match between Real Madrid, C.F. and F.C. Barcelona, known as "*El Clásico*".

To select between:

The nine (9) matches will be selected by their Successful Bidder from choices 2 to 10, that is, after choice 1 of matches of Package B.2 bis by the Successful Bidder, considering their respective selection conditions.

As regards the selection by the Successful Bidder of the Package to be commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the First Division of the Spanish Football League, it should be noted that they will select the match they wish for free-to-air broadcasting, except for the matches played by Real Madrid C.F., F.C. Barcelona, Atlético de Madrid, Valencia C.F. or any other Club/SAD contesting European competitions.

2.2.3.2 Package B.2 bis

Package B.2 bis confers the right to broadcast and display the following audiovisual content on pay TV for commercial purposes to residential customers:

- (i) One (1) match per day of the Championship of the First Division of the Spanish Football League, in live and exclusive coverage.
- (ii) The audiovisual content referred to in the preceding paragraph may also be broadcast on a deferred and non-exclusive coverage basis, including the possibility of on demand broadcasting.

For clarification, the days included in Package B.3 bis shall not form part of this Package.

It should be noted that the contents of this Package will also be broadcast in live coverage by the Successful Bidder of the Package being commercialised, in a subsequent invitation to tender for public establishments (Hospitality Sector).

Special features:

The Successful Bidder may broadcast up to a maximum of eighteen (18) Real Madrid C.F. matches, and another eighteen (18) F.C. Barcelona matches and one (1) match known as "*El Clásico*" between both clubs, which is played in the second leg.

The Successful Bidder will not broadcast the first and second leg matches of the Real Madrid C.F. or the FC. Barcelona with any of the following clubs: Valencia C.F., Club Atlético de Madrid, Athletic Club de Bilbao and Sevilla F.C.

To select between:

The match will be chosen by its Successful Bidder in choice 1.

2.2.3.3 Package B.3 bis

Package B.3 bis confers the right to broadcast and display the following audiovisual content on pay TV for commercial purposes to residential customers:

- (i) Three (3) days of the Championship of the First Division of the Spanish Football League, including ten (10) matches each day, in live and exclusive coverage.
- (ii) The audiovisual content referred to in the preceding paragraph may also be broadcast in a deferred and exclusive coverage⁹ basis, including the possibility of on demand broadcasting.

For clarification, the days included in this Package shall not form part of Packages B.1 bis and B.2 bis.

It should be noted that the contents of this Package will also be broadcast in live coverage by (a) the Successful Bidder of the Package being commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the First Division of the Spanish Football League for broadcast on free-to-air television, in non-exclusive coverage, and by (b) the Successful Bidder of the Package commercialised in a future invitation to tender for public establishments (Hospitality Sector).

Special features:

The three (3) First Division days will include, each day, matches played by Real Madrid C.F., FC. Barcelona and Club Atlético de Madrid facing the top six (6) qualifiers of the previous season; and against Valencia C.F., Athletic Club de Bilbao, or Real Betis Balompié, if any of these three teams were not in the top six.

To select between:

The days included in this Package will be assigned by LaLiga in September, December, and March/April, before an international intercession day.

As regards the selection by the Successful Bidder of the Lo Package to be commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the First Division of the Spanish Football League, it should be noted

⁹ Exclusivity must be construed without prejudice to the rights recognised by RDL 5/2015 to Clubs/SADs, as outlined in section 2.6 of this Invitation to Tender.

that they will select the match they wish for free-to-air broadcasting, except for the matches played by Real Madrid C.F., F.C. Barcelona, Atlético de Madrid, Valencia C.F. or any other Club/SAD contesting European competitions.

2.2.4 Option C

2.2.4.1 Package C.1

Package C.1 confers the right to broadcast and display the following audiovisual content on pay TV for commercial purposes to residential customers: (A) one LaLiga First Channel, produced by LaLiga (24x7 broadcasting) broadcasting the content described below or (B) the following audiovisual content, but not rebroadcast through the LaLiga First Channel.

- (i) Seven (7) matches per day of the Championship of the First Division of the Spanish Football League, in live and exclusive coverage.
- (ii) The audiovisual content referred to in the preceding paragraph may also be broadcast on a deferred and non-exclusive coverage basis, including the possibility of on demand broadcasting.

It should be noted that the contents of this Package will also be broadcast in live coverage by (a) the Successful Bidder of the Package being commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the First Division of the Spanish Football League for broadcast on free-to-air television, in non-exclusive coverage, and by (b) the Successful Bidder of the Package commercialised in a future invitation to tender for public establishments (Hospitality Sector).

Special features:

The Successful Bidder may broadcast up to a maximum of eighteen (18) Real Madrid C.F. matches, and another eighteen (18) F.C. Barcelona matches and one (1) match known as "El Clásico" between both clubs, which is played in the second leg.

The Successful Bidder will not broadcast the first and second leg matches of the Real Madrid C.F. or the FC. Barcelona with any of the following clubs: Valencia C.F., Club Atlético de Madrid, Athletic Club de Bilbao and Sevilla F.C.

To select between:

The seven (7) matches that form part of this Package will be selected by their Successful Bidder in choices 1, 2, 4, 5, 7, 9, and 10.

Without prejudice to the above, in days 4, 8, 12, 16, 20, 24, 28, 32 and 36, the Successful Bidder of this Package will select the matches that form part of this Package in choice 3 instead of choice 2.

As regards the selection by the Successful Bidder of the Package to be commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the First Division of the Spanish Football League, it should be noted that they will select the match they wish for free-to-air broadcasting, except for the matches played by Real Madrid C.F., F.C. Barcelona, Atlético de Madrid, Valencia C.F. or any other Club/SAD contesting European competitions.

2.2.4.2 Package C.2

Package C.2 confers the right to broadcast and display the following audiovisual content on pay TV for commercial purposes to residential customers:

- (i) Three (3) matches per day of the Championship of the First Division of the Spanish Football League, in live and exclusive coverage.
- (ii) The audiovisual content referred to in the preceding paragraph may also be broadcast in a deferred and non-exclusive coverage basis, including the possibility of on demand broadcasting.

Special features:

This Package contains the second leg match between Real Madrid, C.F. and F.C. Barcelona, known as "*El Clásico*".

To select between:

The match will be selected by its Successful Bidder in choice 3rd, 6th, and 8th, considering the selection of the Successful Bidder of Package C.1.

Without prejudice to the above, in days 4, 8, 12, 16, 20, 24, 28, 32 and 36, the Successful Bidder of this Package will select the matches that form part of this Package in choice 2nd instead of choice 3rd.

It should be noted that the contents of this Package will also be broadcast in live coverage by the Successful Bidder of the Package being commercialised, in a subsequent invitation to tender for public establishments (Hospitality Sector).

2.2.4.3 Package C.3

Option C does not contain this Package.

2.2.5 Option C bis

2.2.5.1 Package C.1 bis

Package C.1 bis confers the right to broadcast and display the following audiovisual content on pay TV for commercial purposes to residential customers: (A) one LaLiga First Channel, produced by LaLiga (24x7 broadcasting) broadcasting the content described below or (B) the following audiovisual content, without rebroadcast through the LaLiga First Channel:

- (i) Seven (7) matches per day of the Championship of the First Division of the Spanish Football League, in live and exclusive coverage.
- (ii) The audiovisual content referred to in the preceding paragraph may also be broadcast on a deferred and non-exclusive coverage basis, including the possibility of on demand broadcasting.

For clarification, the days included in Package C.3 bis shall not form part of this Package.

It should be noted that the contents of this Package will also be broadcast in live coverage by (a) the Successful Bidder of the Package being commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the First Division of the Spanish Football League for broadcast on free-to-air television, in non-exclusive coverage, and by (b) the Successful Bidder of the Package commercialised in a future invitation to tender for public establishments (Hospitality Sector).

Special features:

The Successful Bidder may broadcast up to a maximum of eighteen (18) Real Madrid C.F. matches, and another eighteen (18) F.C. Barcelona matches and one (1) match known as "*El Clásico*" between both clubs, which is played in the second leg.

The Successful Bidder will not broadcast the first and second leg matches of the Real Madrid C.F. or the FC. Barcelona with any of the following clubs: Valencia C.F., Club Atlético de Madrid, Athletic Club de Bilbao and Sevilla F.C.

To select between:

The seven (7) matches that form part of this Package will be selected by their Successful Bidder in choices 1, 2, 4, 5, 7, 9, and 10.

Without prejudice to the above, in days 4, 8, 12, 16, 20, 24, 28, 32 and 36, the Successful Bidder of this Package will select the matches that form part of this Package in choice 3 instead of choice 2.

As regards the selection by the Successful Bidder of the Package to be commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the First Division of the Spanish Football League, it should be noted

that they will select the match they wish for free-to-air broadcasting, except for the matches played by Real Madrid C.F., F.C. Barcelona, Atlético de Madrid, Valencia C.F. or any other Club/SAD contesting European competitions.

2.2.5.2 Package C.2 bis

Package C.2 bis confers the right to broadcast and display the following audiovisual content on pay TV for commercial purposes to residential customers:

- (i) Three (3) matches per day of the Championship of the First Division of the Spanish Football League, in live and exclusive coverage.
- (ii) The audiovisual content referred to in the preceding paragraph may also be broadcast in a deferred and non-exclusive coverage basis, including the possibility of on demand broadcasting.

For clarification, the days included in Package C.3 bis shall not form part of this Package.

Special features:

This Package contains the second leg match between Real Madrid, C.F. and F.C. Barcelona, known as "*El Clásico*".

To select between:

The match will be selected by its Successful Bidder in choice 3rd, 6th, and 8th, considering the selection of the Successful Bidder of Package C.1. bis.

Without prejudice to the above, in days 4, 8, 12, 16, 20, 24, 28, 32 and 36, the Successful Bidder of this Package will select the matches that form part of this Package in choice 2nd instead of choice 3rd.

It should be noted that the contents of this Package will also be broadcast in live coverage by the Successful Bidder of the Package being commercialised, in a subsequent invitation to tender for public establishments (Hospitality Sector).

2.2.5.3 Package C.3 bis

Package C.3 bis confers the right to broadcast and display the following audiovisual content on pay TV for commercial purposes to residential customers:

- (i) Three (3) days of the Championship of the First Division of the Spanish Football League, including ten (10) matches each day, in live and exclusive coverage.
- (ii) The audiovisual content referred to in the preceding paragraph may also be broadcast on a deferred and non-exclusive coverage basis, including the possibility of on demand broadcasting.

For clarification, the days included in this Package shall not form part of Packages C.1 bis and C.2 bis.

It should be noted that the content of this Package will also be broadcast in live coverage by (a) the Successful Bidder of the Package being commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the First Division of the Spanish Football League for broadcast on free-to-air television, in non-exclusive coverage, and by (b) the Successful Bidder of the Package commercialised in a future invitation to tender for public establishments (Hospitality Sector).

Special features:

The three (3) First Division days will include, each day, matches played by Real Madrid C.F., FC. Barcelona and Club Atlético de Madrid facing the top six (6) qualifiers of the previous season; and against Valencia C.F., Athletic Club de Bilbao, or Real Betis Balompíe, if any of these three teams were not in the top six.

To select between:

The days included in this Package will be assigned by LaLiga in September, December, and March/April, before an international intercession day.

As regards the selection by the Successful Bidder of the Package to be commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the First Division of the Spanish Football League, it should be noted that they will select the match they wish for free-to-air broadcasting, except for the matches played by Real Madrid C.F., F.C. Barcelona, Atlético de Madrid, Valencia C.F. or any other Club/SAD contesting European competitions.

2.2.6 Option D

2.2.6.1 Package D.1

Package D.1 confers the right to broadcast and display the following audiovisual content on pay TV for commercial purposes to residential customers: (A) one LaLiga First Channel, produced by LaLiga (24x7 broadcasting) broadcasting the content described below or (B) the following audiovisual content, without rebroadcast through the LaLiga First Channel:

- (i) Five (5) matches per day of the Championship of the First Division of the Spanish Football League, in live and exclusive coverage.
- (ii) The audiovisual content referred to in the preceding paragraph may also be broadcast on a deferred and non-exclusive coverage basis, including the possibility of on demand broadcasting.

It should be noted that the contents of this Package will also be broadcast in live coverage by (a) the Successful Bidder of the Package being commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the First Division of the Spanish Football League for broadcast on free-to-air television¹⁰, in non-exclusive coverage, and by (b) the Successful Bidder of the Package commercialised in a future invitation to tender for public establishments (Hospitality Sector).

Special features:

This Package contains the second leg match between Real Madrid, C.F. and F.C. Barcelona, known as "El Clásico" on second leg.

The Successful Bidder may broadcast up to a maximum of eighteen (18) Real Madrid C.F. matches, and another eighteen (18) F.C. Barcelona matches and one (1) match known as "El Clásico" between both clubs, which is played in the second leg.

The Successful Bidder will not broadcast the first and second leg matches of the Real Madrid C.F. or the FC. Barcelona with any of the following clubs: Valencia C.F, Club Atlético de Madrid, Athletic Club de Bilbao and Sevilla F.C.

To select between:

The five (5) matches will be selected by the Successful Bidder of this Package in the first day, in choices 1, 3rd, 5th, 7th and 9th, with the remaining choices corresponding to the Successful Bidder of Package D.2.

For the next day, the five (5) matches will be selected by the Successful Bidder of this Package in choices 2, 4, 6, 8, and 10, with the remaining choices corresponding to the Successful Bidder of Package D.2

For the following days, the Successful Bidder of this Package will alternate its choices with the Successful Bidder of Package D.2. So, the Successful Bidder of Package D.1 will select choice 1, 19 days per each season and in choice 2, 19 days per each season.

As regards the selection by the Successful Bidder of the Package to be commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the First Division of the Spanish Football League, it should be noted that they will select the match they wish for free-to-air broadcasting, except for the matches played by Real Madrid C.F., F.C. Barcelona, Atlético de Madrid, Valencia C.F. or any other Club/SAD contesting European competitions.

¹⁰ Although only in the days in which the Successful Bidder of this Package has to choose in choice 2nd.

2.2.6.2 Packages D.2

Packages D.2 confers the right to broadcast and display the following audiovisual content on pay TV for commercial purposes to residential customers: (A) one LaLiga First Channel, produced by LaLiga (24x7 broadcasting) broadcasting the content described below or (B) the following audiovisual content, without rebroadcast through the LaLiga First Channel:

- (i) Five (5) matches per day of the Championship of the First Division of the Spanish Football League, in live and exclusive coverage.
- (ii) The audiovisual content referred to in the preceding paragraph may also be broadcast on a deferred and non-exclusive coverage basis, including the possibility of on demand broadcasting.

It should be noted that the contents of this Package will also be broadcast in live coverage by (a) the Successful Bidder of the Package being commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the First Division of the Spanish Football League for broadcast on free-to-air television¹¹, in non-exclusive coverage, and by (b) the Successful Bidder of the Package commercialised in a future invitation to tender for public establishments (Hospitality Sector).

Special features:

This Package contains the second leg match between Real Madrid, C.F. and F.C. Barcelona, known as "*El Clásico*".

The Successful Bidder may broadcast up to a maximum of eighteen (18) Real Madrid C.F. matches, and another eighteen (18) F.C. Barcelona matches and one (1) match known as "*El Clásico*" between both clubs, which is played in the second leg.

The Successful Bidder will not broadcast the first and second leg matches of the Real Madrid C.F. or the FC. Barcelona with any of the following clubs: Valencia C.F., Club Atlético de Madrid, Athletic Club de Bilbao and Sevilla F.C.

To select between:

The five (5) matches will be selected by the Successful Bidder of this Package in the first day, in choices 2, 4, 6, 8 and 10, with the remaining choices corresponding to the Successful Bidder of Package D.1.

For the next day, the Successful Bidders of this Package will select five (5) matches in choice 1, 3, 5, 7, and 9, with the remaining choices corresponding to the Successful Bidder of Package D.1.

¹¹ Although only in the days in which the Successful Bidder of this Package has to choose in choice 2.

For the following days, the Successful Bidder of this Package will alternate its choices with the Successful Bidder of Package D.1. Therefore, Package D.2 bis will select 19 days per each season in choice 1 and 19 days per each season in choice 2.

As regards the selection by the Successful Bidder of the Package to be commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the First Division of the Spanish Football League, it should be noted that they will select the match they wish for free-to-air broadcasting, except for the matches played by Real Madrid C.F., F.C. Barcelona, Atlético de Madrid, Valencia C.F. or any other Club/SAD contesting European competitions.

2.2.6.3 Package D.3

Option D does not contain this Package.

2.2.7 Option D bis

2.2.7.1 Package D.1 bis

Package D.1 bis confers the right to broadcast and display the following audiovisual content on pay TV for commercial purposes to residential customers: (A) one LaLiga First Channel, produced by LaLiga (24x7 broadcasting) broadcasting the content described below or (B) the following audiovisual content, without rebroadcast through the LaLiga First Channel:

- (i) Five (5) matches per day of the Championship of the First Division of the Spanish Football League, in live and exclusive coverage.
- (ii) The audiovisual content referred to in the preceding paragraph may also be broadcast on a deferred and non-exclusive coverage basis, including the possibility of on demand broadcasting.

For clarification, the days included in Package D.3 bis shall not form part of this Package.

It should be noted that the contents of this Package will also be broadcast in live coverage by (a) the Successful Bidder of the Package being commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the First Division of the Spanish Football League for broadcast on free-to-air television¹², , in non-exclusive coverage, and by (b) the Successful Bidder of the Package commercialised in a future invitation to tender for public establishments (Hospitality Sector).

¹² Although only in the days in which the Successful Bidder of this Package has to choose in choice 2nd.

Special features:

This Package contains the second leg match between Real Madrid, C.F. and F.C. Barcelona, known as "El Clásico" on second leg.

The Successful Bidder may broadcast up to a maximum of eighteen (18) Real Madrid C.F. matches, and another eighteen (18) F.C. Barcelona matches and one (1) match known as "El Clásico" between both clubs, which is played in the second leg.

The Successful Bidder will not broadcast the first and second leg matches of the Real Madrid C.F. or the FC. Barcelona with any of the following clubs: Valencia C.F, Club Atlético de Madrid, Athletic Club de Bilbao and Sevilla F.C.

To select between:

The five (5) matches will be selected by the Successful Bidder of this Package in the first day, in choices 1, 3, 5, 7 and 9, with the remaining choices corresponding to the Successful Bidder of Package D.2. bis.

For the next day, the five (5) matches will be selected by the Successful Bidder of this Package in choices 2, 4, 6, 8, and 10, with the remaining choices corresponding to the Successful Bidder of Package D.2 bis.

For the successive days, the Successful Bidder of this Package will alternate its choices with the Successful Bidder of Package D.2 bis. Thus, the Successful Bidder of Package D.1 bis will select 18 days per each season in choice 1 and 17 days per each season in choice 2.

As regards the selection by the Successful Bidder of the Package to be commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the First Division of the Spanish Football League, it should be noted that they will select the match they wish for free-to-air broadcasting, except for the matches played by Real Madrid C.F., F.C. Barcelona, Atlético de Madrid, Valencia C.F. or any other Club/SAD contesting European competitions.

2.2.7.2 Package D.2 bis

Package D.2 bis confers the right to broadcast and display the following audiovisual content on pay TV for commercial purposes to residential customers: (A) one LaLiga First Channel, produced by LaLiga (24x7 broadcasting) broadcasting the content described below or (B) the following audiovisual content, without rebroadcast through the LaLiga First Channel:

- (i) Five (5) matches per day of the Championship of the First Division of the Spanish Football League, in live and exclusive coverage.

- (ii) The audiovisual content referred to in the preceding paragraph may also be broadcast on a deferred and non-exclusive coverage basis, including the possibility of on demand broadcasting.

For clarification, the days included in Package D.3 bis shall not form part of this Package.

It should be noted that the contents of this Package will also be broadcast in live coverage by (a) the Successful Bidder of the Package being commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the First Division of the Spanish Football League for broadcast on free-to-air television¹³, , in non-exclusive coverage, and by (b) the Successful Bidder of the Package commercialised in a future invitation to tender for public establishments (Hospitality Sector).

Special features:

This Package contains the second leg match between Real Madrid, C.F. and F.C. Barcelona, known as "*El Clásico*".

The Successful Bidder may broadcast up to a maximum of eighteen (18) Real Madrid C.F. matches, and another eighteen (18) F.C. Barcelona matches and one (1) match known as "*El Clásico*" between both clubs, which is played in the second leg.

The Successful Bidder will not broadcast the first and second leg matches of the Real Madrid C.F. or the FC. Barcelona with any of the following clubs: Valencia C.F., Club Atlético de Madrid, Athletic Club de Bilbao and Sevilla F.C.

To select between:

The five (5) matches will be selected by the Successful Bidder of this Package in the first day, in choices 2, 4, 6, 8 and 10, with the remaining choices corresponding to the Successful Bidder of Package D.1. bis.

For the next day, the five (5) matches will be selected by the Successful Bidder of this Package in choices 1, 3, 5, 7, and 9, with the remaining choices corresponding to the Successful Bidder of Package D.1 bis.

For the following days, the Successful Bidder of this Package will alternate its choices with the Successful Bidder of Package D.1 bis. Therefore, Package D.2 bis will select 17 days per each season in choice 1 and 18 days per each season in choice 2.

As regards the selection by the Successful Bidder of the Package to be commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the First Division of the Spanish Football League, it should be noted that they will select the match they wish for free-to-air broadcasting, except for the

¹³ Although only in the days in which the Successful Bidder of this Package has to choose in choice 2nd.

matches played by Real Madrid C.F., F.C. Barcelona, Atlético de Madrid, Valencia C.F. or any other Club/SAD contesting European competitions.

2.2.7.3 Package D.3 bis

Package D.3 bis confers the right to broadcast and display the following audiovisual content on pay TV for commercial purposes to residential customers:

- (i) Three (3) days of the Championship of the First Division of the Spanish Football League, including ten (10) matches each day, in live and exclusive coverage.
- (ii) The audiovisual content referred to in paragraphs (i) and (ii) above may also be broadcast on a deferred and non-exclusive coverage basis, including the possibility of on demand broadcasting.

For clarification, the days included in this Package shall not form part of Packages D.1 bis and D.2 bis.

It should be noted that the contents of this Package will also be broadcast in live coverage by (a) the Successful Bidder of the Package being commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the First Division of the Spanish Football League for broadcast on free-to-air television, in exclusive coverage, and by (b) the Successful Bidder of the Package commercialised in a future invitation to tender for public establishments (Hospitality Sector).

Special features:

The three (3) First Division days will include, each day, matches played by Real Madrid C.F., FC. Barcelona and Club Atlético de Madrid facing the top six (6) qualifiers of the previous season; and against Valencia C.F., Athletic Club de Bilbao, or Real Betis Balompíe, if any of these three teams were not in the top six.

To select between:

The days included in this Package will be assigned by LaLiga in September, December, and March/April, before an international intercession day.

As regards the selection by the Successful Bidder of the Package to be commercialised in a subsequent invitation to tender of one (1) match per day of the Championship of the First Division of the Spanish Football League, it should be noted that they will select the match they wish for free-to-air broadcasting, except for the matches played by Real Madrid C.F., F.C. Barcelona, Atlético de Madrid, Valencia C.F. or any other Club/SAD contesting European competitions.

2.3 Ancillary rights of Successful Bidders

In addition to the main content of each Package described in the previous paragraph, the Successful Bidders shall enjoy the following ancillary rights, on a non-exclusive basis.

2.3.1 Ancillary rights of Successful Bidders

(i) Clippings

Successful Bidders for Packages intended for the broadcast of games on pay TV may broadcast clippings of up to twelve minutes (12') of all First and Second Division matches (including *play-offs*) on a non-exclusive coverage basis.

These clippings will be produced and provided by LaLiga and contain match images of the matches played.

The clippings will be delivered to the Successful Bidder within a maximum of two (2) hours and fifteen minutes (15') from the start of each match, and they can be broadcast from the moment they are delivered by LaLiga as well as throughout the day. Without prejudice to the foregoing, images taken on previous days of the tendered season may also be used to prepare reports.

Additionally, if the Successful Bidder wishes to record their clippings, they may do so with matches that are part of their Package. To do this, they will need to access the stadiums by their own means and record match images as detailed below:

- Access of two (2) ENG teams in all First Division stadiums.
- Placement of up to three (3) fixed cameras in the matches that are part of their Package in order to configure their production with their commentators and follow the match.

The Successful Bidder may record these match images only for broadcasting and deferred use and to report strictly on the sports content of the Championship of the First Division of the Spanish Football League, if any, after the matches, in clippings that the Successful Bidder may broadcast on its channel or television channels, as well as on its official website and official social networks.

The Successful Bidder will deliver to LaLiga, as set forth in section 3.5, a licence for the use and exploitation of the best images, in compressed video format, recorded with the Successful Bidders' own media, no later than twenty-four (24) hours after recording such material, which shall become part of the LaLiga files for use in their digital environments in accordance with paragraph 2.6. Delivery shall be in FTP or similar format.

"Best images" are those that are thus considered by the editor in charge of selecting them and, if in doubt, following LaLiga's instructions.

For clarification, the LaLiga First Channel shall include advertising content in accordance with applicable law. As such, the Successful Bidder will have a max. 90-second (90') space per hour for self-promotion of the contents of its platform.

In terms of commentators' and editors' customisation, the Successful Bidder will be subject to the provisions of section 2.8.

(ii) Previous and post-match interviews

Successful Bidders for Packages for broadcasting matches on pay TV will, where applicable, broadcast the following interviews in non-exclusive coverage, as described in more detail in the current Protocol for interviews and interventions of journalists included in **ANNEX I**.

- Pre-match coach interviews

Successful Bidders awarded the Packages above may broadcast one (1) interview per each team participating in the match, i.e., two (2) interviews in total per match. Upon arrival at the stadium, LaLiga interviews the head coach or other member of the coaching staff of both teams. All interviews will take place in the so-called "flash position" and the total length of each interview will be one minute (1').

- Post-match super-flash interviews

Successful Bidders awarded the Packages above shall broadcast one (1) interview per each team participating in the match, i.e., two (2) interviews in total per match. Upon arrival at the stadium, presented on grass, by the Successful Bidder, at the conclusion of the match. Each Club/SAD will provide at least one relevant player for this interview. The total length of each super-flash interview shall be between one (1') and two minutes (2'). These interviews will be conducted with the appropriate back provided by LaLiga.

- Post-match flash coach interviews

Successful Bidders awarded the Packages above may broadcast one (1) interview per each team participating in the match, i.e., two (2) interviews in total per match, carried out by the Successful Bidder and/or LaLiga, in the minutes immediately following the match in a space provided by the Club/SAD and with a LaLiga back. Each Club/SAD will provide their head coach for the said interviews. The total length of each flash coach interview will be between one (1') and two minutes (2').

- Post-match flash player interviews

Successful Bidders of the Package mentioned above may broadcast between two (2) and four (4) interviews per each team participating in the match, that is, between four (4) and eight (8) interviews in total per match, conducted by the Successful Bidders

and/or LaLiga, after the match, in a space provided by the Club/SAD and with LaLiga backs. Each Club/SAD will provide between two (2) and four (4) players for the said interviews. The total length of each flash plater interview will be between two (2') and three minutes (3'). At least the first two players will be available to attend the main operator in the so-called "flash zone" within 20 minutes of the end of the match.

(iii) LaLiga's Historical Archive

Successful Bidders will have access to LaLiga's historical archive from the 2015/2016 season, which will be governed by the usual protocol of requesting images to LaLiga's Audiovisual Directorate.

2.3.2 Additional ancillary duties for Successful Bidders

Successful Bidders shall be entitled to the following additional content:

- (i) Images of games of the current season of the Spanish Football League Championship, for each Successful Bidder based on the content of their Packages, or archive images available to LaLiga, to be used as advertising trailers for the promotion of each Successful Bidders' Package.
- (ii) Still images, photographs, or photomontages of matches to promote the audiovisual exploitation rights of Successful Bidders. These images must show seven (7) or more players from different clubs as long as the promotion is focused on the Spanish Football League Championship and not on the individual images of any player.

Successful Bidders for the Packages subject matter of the Invitation to Tender will have the option of broadcasting in Virtual Reality, or other technologies that may be available on the market, provided that they request the corresponding authorisation from LaLiga.

2.4 LaLiga match schedule

For information purposes, First Division matches played on weekends (including Fridays and Mondays¹⁴) will be broadcast according to the following indicative schedule:

Friday at 9:00 p.m., Saturday at 2:00 p.m., 4:15 p.m., 6:30 p.m. and 9:00 p.m. Sundays at 2:00 p.m., 4:15 p.m., 6:30 p.m and 9:00 p.m.; and Mondays at 9:00 p.m.

In August, the schedule may be delayed at 7:00 p.m. and 11:00 p.m.

When the day exceptionally falls on a weekday, LaLiga will provide the dates and times of the matches to enable scheduling to be done supporting the rules (two nights

¹⁴ The holding of matches on Mondays and Fridays of each day has recently been confirmed by the Judgement dated 18 June 2020 of the Provincial High Court of Madrid (Section 28) and the Resolution of the CSD of 16 October 2020, without prejudice to appeals lodged by the RSFF.

between matches, etc). The Successful Bidder will select the match according to the schedule designed by LaLiga. Indicative hours will be Tuesdays, Wednesdays, and Thursdays between 7:30 p.m and 10:00 p.m.

LaLiga will inform Successful Bidders of the matches to be played during each day of the First Division League, after the draw of the official schedule, before the start of each season.

The ultimate responsibility for establishing timetables shall lie with LaLiga under the General Rules and Regulations of LaLiga, Law 10/1990 of 15 October on Sport and the applicable regulations. LaLiga will fulfil this function in a non-discriminatory and objective manner, as well as in order to promote the development of sporting competitions. Whatever the case may be, LaLiga will make every effort to consider the schedules proposed by the Successful Bidders of the exclusive rights of exploitation of the matches in order of priority as per selection.

2.5 Match choice

Match choice will proceed as follows:

- (i) The Successful Bidder awarded a Package in choice 1 shall communicate its choice at least four (4) weeks in advance.
- (ii) The Successful Bidder awarded a Package in choice 2 shall communicate its choice within (2) calendar days after LaLiga informs them of the choice made by the Successful Bidder of choice 1.
- (iii) In the case of Options C, C bis, D and D bis, the Successful Bidders must communicate their choice within (3) calendar days after LaLiga informs them of the choice made by the Successful Bidder of choice 1.

LaLiga shall have a period of at least three (3) weeks to communicate to the Successful Bidders of each Package, the choices finally made, except for the unified matches that take place at the end of the Spanish Football League Championship or the postponed matches.

2.6 Exclusion of rights and limitations on the exclusivity of this Invitation to Tender

Any audiovisual rights not explicitly included in the Packages should be regarded as excluded from this Invitation to Tender, although LaLiga reserves the right to commercialise them at a later date.

Regardless of the terms and conditions for exclusivity of the Packages offered in this Invitation to Tender, LaLiga, its Clubs/SADs, as well as its sponsors, collaborators and commercial partners may make use of certain images depicting Spanish Football League Championship matches under the following conditions. Additionally, the

exclusivity of the Packages will be subject to certain regulatory limitations that are also specified in this section.

2.6.1 Images within the LaLiga audiovisual environment

As a means to promote the Competitions, during the life of the agreements signed with the Successful Bidders, LaLiga may use the Spanish Football League Championship matches under the following non-exclusive terms.

(i) Websites, applications, digital platforms, and others

LaLiga may use images of the matches lasting ninety seconds (90') once the match has ended, as well as a second clipping of one hundred and eighty seconds (180") of images of the matches from the end of the last match played on that particular day. Also, LaLiga may broadcast matches in deferred format starting on Tuesday at 10:00 a.m. for weekend days and starting on Friday at 10:00 a.m. for weekdays.

The images may be included, among others, in the official website of LaLiga, applications, platforms, technological innovation projects (such as virtual reality, augmented reality or any other that may be developed) data analysis programmes, statistical base programmes for professional use, channels with the LaLiga brand on digital platforms (YouTube, Vimeo, etc.), video games, official museums and the interaction of all the above with terminals, both online and off-line, for both professionals and the general public, as appropriate.

(ii) Social media

Match images

LaLiga may post in its official social networks the images of matches played each day lasting up to ninety seconds (90"), starting on Tuesday at 10:00 a.m. for the weekends and on Friday at 10:00 a.m. for weekdays.

No-match images

LaLiga may post in its official social networks the images of matches played each day related to events connected to the match played, lasting sixty seconds (60") per match. No-match images could include images of the bench, the bleachers, etc.

Mini-clips in semi-live coverage

LaLiga will have three (3) mini-clips per each match, which will contain images of the match, but not of goals. The mini-clips will have the following features:

- Two (2) mini-clips with a maximum length of ten seconds (10") each, containing images of the first part of each match. The first mini-clip will be

provided during the first thirty minutes (30') of the first part and the second mini-clip will be provided during the five minutes (5') following the end of the first part.

- One (1) mini-clip with a maximum length of ten seconds (10"), which shall contain images of the second part of each match and shall be provided during the first thirty minutes (30') of the second part.

Its purpose is to promote the channel where the match is broadcast and, therefore, these mini-clips cannot be edited or monetised.

Preview and post-match images

LaLiga may post images on its official social networks of the moments before and after the matches played each day, including, for example, images of the warm-up, press conferences, etc.

2.6.2 Images of Clubs/SADs' audiovisual environment

With the main purpose of promoting the Competitions, during the term of the agreements signed with the Successful Bidder(s), the Clubs/SADs shall have the right to use images of the matches they have played under the conditions agreed and approved by the competent bodies of the LaLiga on a non-exclusive basis.

(i) Official Clubs/SADs' TV channels

The term "official Clubs/SADs' TV channels" means self-published and distributed, thematically related to the Club's sporting activities and of daily broadcast.

Clubs/SADs may broadcast on official television channels:

- (a) One clipping with the images of their match with a length of ninety seconds (90") to broadcast after the match and, in addition, another clipping of one hundred and eighty seconds (180") of images of their match, to broadcast from the end of the last match of that day. Clubs/SADs may choose one of the following options: (1) broadcast the clipping distributed by LaLiga or (2) edit their match clippings with their own resources.
- (b) Also, in order for the Clubs/SADs to additionally have the deferred broadcasting of the matches they play as visitors, instead of only the match played in their stadium as locals, they have agreed with LaLiga the possibility of using the images of each of their matches (for full broadcast, long clippings, reports etc.) on deferred mode as locals and visitors, of each day, on their official television channels, from Tuesday at 10:00 a.m. for weekend days and from Friday at 10:00 a.m. for weekdays.

Clubs that do not wish to opt for this possibility may nonetheless follow the provisions of section 2.6.3, concerning the broadcast of their matches in their stadiums in deferred mode.

(ii) Official websites, applications, OTTs and museums

"Websites, applications and OTTs" means those that are self-published and self-distributed, dedicated thematically to the Club's sporting activity and that publish video on demand regularly.

Clubs/SADs may use on their official websites, applications, and museums:

- (a) A summary of their match with a length of one hundred and eighty seconds (180") in total for broadcast starting with the end of the last match on the day that their match is played. Clubs/SADs may choose one of the following options: (1) broadcast the clipping distributed by LaLiga or (2) edit their match clippings with their own resources.
- (b) Also, in order for the Clubs/SADs to be able to additionally have the deferred rebroadcast of the matches they play as visitors, instead of only the match played in their stadium as locals, they have agreed with LaLiga the possibility of using the images of each of their matches (for full broadcast, long clippings, reports etc.) on deferred mode as locals and visitors, of each day, on their official television channels, from Tuesday at 10:00 a.m. for weekend days and from Friday at 10:00 a.m. for weekdays.

(iii) Social media

Match images

Clubs/SADs may post images of each match day (as a locals and visitors) on their social networks with a length of up to ninety seconds (90'), from Tuesday at 10:00 a.m. for weekend days and from Friday at 10:00 a.m. for weekdays.

These images will be used for the purposes of promoting the competition, matches of the club, and encouraging attendance at the stadiums and visualisation through the channels that broadcast the matches. Clubs/SADs shall follow the user manual established by LaLiga.

As a clarification, the rebroadcast of the images implies their right to reproduce such images, but not to exploit them. As a result, Clubs/SADs are not permitted to assign such images to any third party.

No-match images

The Clubs/SADs may post in their official social networks the images of each day of their matches, related to events related to the match, with a length of sixty seconds (60') per match, starting at five minutes (5') after the end of the match. No-match images could include images of the bench, the bleachers, etc.

Mini-clips in semi-live coverage

Likewise, during each day of their match, the Clubs/SADs may issue three (3) mini-clips containing images of the same, but not images of goals. The mini-clips will have the following features:

- Two (2) mini-clips with a maximum length of ten seconds (10") each, containing images of the first part of each match. The first mini-clip will be provided during the first thirty minutes (30') of the first part and the second mini-clip will be provided during the five minutes (5') following the end of the first part.
- One (1) mini-clip with a maximum length of ten seconds (10"), which shall contain images of the second part of each match and shall be provided during the first thirty minutes (30') of the second part.

Its purpose is to promote the channel where the match is broadcast and, therefore, these mini-clips cannot be edited or monetised.

Preview and post-match images

Clubs/SADs may use images of the moments before and after the games played each day on their official social networks, including, for example, photos of the warm-ups, press conferences, etc.

Clips on official player profiles

Clubs/SADs may provide their players with clips to be published on their official social media profiles, as directed by the Club/SAD, with a maximum length of 30 seconds (30") per game and Club/SAD.

Players may broadcast these clips from Tuesday at 10:00 a.m. for weekend days and from Friday at 10:00 a.m. for weekdays.

These clips, delivered to Clubs/SADs upon request to LaLiga, cannot be marketed or monetised and will be suspended if players misuse them.

2.6.3 Rights of Clubs/SADs under RDL 5/2015

Under article 2.3 of RDL 5/2015, each club or entity hosting a sporting event shall have the right to exploit the following rights:

- (i) Deferred broadcasting of every match played at its stadium from the end of each day, provided that it uses a distribution channel dedicated to the sports activity of the Club.
- (ii) Live broadcasting, within the venues of each Club/SAD where the match takes place, of the audiovisual television signal corresponding to the match.

2.6.4 Sponsors, collaborators, or business partners of LaLiga and Clubs/SADs

For each day: up to three minutes (3') length and from Tuesday at 10:00 a.m. for weekend days and Friday at 10:00 a.m. for weekdays.

These images may not be broadcast with the intention of summarising the content or development of a match but will be published for broad purposes such as the promotion of LaLiga, its prestige, its members or sponsors, among others. All this following the style manual approved by LaLiga.

In addition, these images may be used on social networks for promotional purposes such as the official LaLiga awards.

2.6.5 Brief news clippings issued by audiovisual operators in accordance with the LGCA

Successful Bidders must consider the provisions of article 19.3 of Law 7/2010, of 31 March, General of Audiovisual Communication ("**LGCA**") or equivalent regulations replacing it, as well as the applicable criteria established by the National Commission on Markets and Competition (CNMC).

2.7 Additional audiovisual content to be commercialised in the future

In addition to the audiovisual content covered by this Invitation to Tender, LaLiga will be publishing in the near future, one or more additional invitations to tender that involve packages containing the following:

- (i) Exclusive and live coverage of the Championship matches of the Second Division of the Spanish Football League for commercial purposes to residential pay TV customers.
- (ii) One (1) match of each day of the Championship of the Second Division of the Spanish Football League, on live and non-exclusive coverage, for broadcast on free-to-air television.
- (iii) One (1) match of each day of the Championship of the First Division of the Spanish Football League, on exclusive and live coverage for broadcast on free-to-air television if Option A is awarded; or the same content, on non-exclusive coverage if one of the other Options (B, B bis, C, C bis, D or D bis) is awarded.
- (iv) Twelve-minute clippings (12") of each match played each day of the Championships of the First and Second Divisions of the Spanish Football League (including the play-offs) in non-exclusive coverage, for broadcast on free-to-air television, coexisting with the clippings granted as ancillary rights to Successful

Bidders awarded the Packages to be commercialised under this Invitation to Tender. These clippings can be broadcast after the last match of each day with expiration at the beginning of the first match of the next day.

- (v) Ninety-second (90") mini-clippings of each match of the Championship of the First Division of the Spanish Football League (including the play-offs), on exclusive coverage, for broadcast in paid or free-to-air internet broadcasters, for commercial purposes not earlier than fifteen minutes (15') following the end of each match.
- (vi) The First and Second Division matches for commercial purposes and exploitation to public establishments (Hospitality Sector).

Public establishments (Hospitality Sector) or non-residential customers are the following: bars, coffee shops, restaurants, hotels, prisons, barracks, hospitals, gyms, betting places, among others, and means of transport (for example, rails, coaches, etc.) that offer broadcasting the matches of the Championship of the Second Division of the Spanish Football League besides their main activity.

In this respect, the contents of the package designed for public establishments (Hospitality Sector) commercialised at a later date, may be viewed simultaneously on several screens installed in such premises or means of transport, including, where appropriate, different rooms and areas within the establishments.

For clarification, establishments displaying audiovisual content in shopping centres or public spaces as their principal activity, shall not be considered to be public establishments.

The information on the publication of a subsequent tender is given in order to offer interested operators with a comprehensive and transparent overview, of the audiovisual rights commercialised by LaLiga beginning in 2022/2023 onwards, and in particular, to enable them to submit their Offers in accordance with paragraph g) of article 4.4 of RDL 5/2015¹⁵.

2.8 Content production

LaLiga enjoys producer status under article 7.1 d) of RDL 5/2015 and Royal Legislative Decree 1/1996 of 12 April, approving the Consolidated Text of the Law on Intellectual Property, in particular, article 120.2 thereof, under which, the natural or legal person initiating and taking responsibility for the audiovisual recording is considered the producer of the recording.

¹⁵ Letter g) of section 4 of article 4 of RDL 5/2015, provides the following: *"The same person or entity may not own or acquire, directly or indirectly, exclusive exploitation rights in the domestic content market for more than two packages or lots, either in the tendering process or at a later stage through the acquisition or transfer of rights acquired by third parties, unless there are no bidders, purchasers, or other economically equivalent offers in any of the packages or lots".*

The audiovisual production of each match and clippings that form part of the Packages subject matter of this Invitation to Tender shall be handled by LaLiga or whoever is assigned by LaLiga, at least, in HD format. Production costs will be borne by LaLiga.

The signal of two (2) First Division matches per day will be produced in 4K quality, as a guide, the matches played by Real Madrid C.F. and F.C. Barcelona. Said signal will be available to the Successful Bidders of the matches, as well as to their sub-licensees when so requested, regardless of whether the Awardee uses said quality or not.

In addition, a multi-screen signal will be offered for all First Division Championship matches.

In the production of matches and clippings the following production level ranges shall be considered:

- (i) Production "El Clásico": matches between F.C. Barcelona and Real Madrid C.F.
- (ii) Production A: matches of F.C. Barcelona or Real Madrid C.F. First Division.
- (iii) Production A SIMULCAST 4KHDSI: matches of F.C. Barcelona and Real Madrid C.F. with third First Division Clubs/SADs.
- (iv) Production B: another four (4) First Division matches, provided they are not contested by F.C. Barcelona or Real Madrid C.F.
- (v) Production C: four (4) First Division matches.

Successful Bidders will be expected to comply with the Regulations applicable to television broadcasts as well as the Protocol applicable to interviews and journalistic interventions. The above Protocol is attached as **ANNEX I** to this Invitation to Tender. The Rules for television broadcasting shall be made available to Candidates whenever requested to LaLiga.

In Packages where a right to customise the awarded content is recognised as an accessory right, in accordance with LaLiga or with the company that LaLiga engages to perform the production, such customisation must be paid for by each Successful Bidders at market prices.

The right to personalise shall be limited to the possibility of using voice-overs and comments during the match, being able to incorporate cameras for personalisation and appearances of announcers, narrators, editors and commentators only for pre-match, half-time and post-match coverage. They will also be able to install match monitoring cameras, in the places enabled according to the Rules, however such images can only be used in post-match programmes produced and broadcast by the Successful Bidder. Likewise, the Successful Bidder will undertake that the customisation of the production will be carried out with a positive focus, avoiding damaging the image of the Competitions, Clubs, players, coaches and the public. Whenever these principles are violated, LaLiga will inform the Successful Bidder so that they do not repeat the breach,

and may request the replacement of those hosts, narrators, commentators, and editors who have failed to comply with the aforementioned principles.

LaLiga will offer the signal of the contents of each Package through INTERXION (located in Calle Albasanz, 71 in Madrid) or another delivery centre that must be previously agreed with the Successful Bidders. This signal, owned by LaLiga, may be used by it without limitations except those that may infringe the rights granted to the Successful Bidders of the different Packages.

In addition to the said production, LaLiga will assume, at its cost, the increase of the means to improve television production and make it more attractive, through the incorporation of the following means: helicopters in El Clásico matches considered decisive, aerial cameras, drones for live coverage, acrobatic drones, etc. in most First Division stadiums, 360 volumetric display in at least six (6) stadiums, presentation of squads through virtual graphics, statistical graphics for match analysis, etc.

3 CONDITIONS FOR THE EXPLOITATION OF AUDIOVISUAL CONTENT

3.1 Conditions for broadcasting

The Winners of the Packages that confer the right to the broadcasting and audiovisual exploitation of matches, shall be obliged to release in live broadcasting the match signal, before the start of each half-time of the match, from the moment when the players are located in the exit tunnel to the pitch and this image is included in the match signal.

The "match signal", owned by LaLiga, is the official and uninterrupted signal of each match, produced and made by LaLiga under homogeneous and previously established standards, and that includes pre-match, match and post-match. This signal (including charts) is the only signal that will be distributed to the Successful Bidders of the different Packages.

3.2 Conditions for advertising, promotion, and sponsorship

Each Successful Bidder shall be subject to the following conditions in the exploitation of their respective Packages, ensuring, where appropriate, that their sub-licensee or sub-licensees comply with them:

- (i) Identify the competitions of the Spanish Football League Championship, including the LaLiga logo, its sound identity¹⁶, and the logo of its main sponsor - currently being "Liga Santander" for First Division -in any media and or format, such as: mobile applications, public events, official products, promotional campaigns, among others.

In the event that LaLiga appoints another main sponsor during the commercialisation period of the Packages, it shall notify the Successful Bidders, applying the provisions of this paragraph from the beginning of the season following the notification by LaLiga.

- (ii) None of the Successful Bidders may appoint any sponsor of programming or content related to LaLiga that may conflict with the five (5) major sponsors of LaLiga, which shall under no circumstances be providers of audiovisual media services.

Toward this end, LaLiga will communicate to the Successful Bidders at the outset of each season a list of sponsors.

For clarification, "conflict" means the association of the broadcasting of matches and clippings with competing brands of the main sponsors of LaLiga, so that it

¹⁶ For the purpose of using the sound identity, the Successful Bidders shall comply with the requirements laid down by the management companies.

can be understood that these brands sponsor LaLiga and or its First and or Second Divisions competitions. However, under no circumstances

LaLiga shall impose on the Successful Bidder any exclusivity or restriction on the sale of advertising spaces (other than sponsorship of broadcasts) in respect of the sectors and product categories of the aforementioned main sponsors of LaLiga.

- (iii) LaLiga will use in each of the commercialisation contracts to be signed with the Successful Bidders, the presence of its logo in the broadcasts, as well as a logo of LaLiga's main sponsor.
- (iv) In the exploitation of Packages containing matches for live and or deferred broadcasting, the following shall be included:
 - a. Ten seconds (10") of presentation of the Spanish Football League Championship with LaLiga's official sound identity, before the start of the first and second part of the match.
 - b. Four (4) spaces¹⁷for the promotion of the Spanish Football League Championship and its sponsors of forty seconds (40") before the start of each match, at the end of the first part, at the beginning of the second part and at the end of the match, both in live broadcasts and deferred; and
 - c. In each of the self-promotions of the programmes, matches or channels broadcast, a maximum of ten seconds (10") of space to promote the Spanish Football League Championship and the sponsors of LaLiga, both in live broadcasts and deferred.

LaLiga will provide the content that the Successful Bidders shall include in their broadcasts.
- (v) The images of the matches and the clippings granted as an accessory right to each Package may not be altered under any circumstances. In particular, the Successful Bidder may not change any aspect of:
 - a. The bumpers before and after repetitions, which will have a maximum length of one second (1"), both in live broadcasts and deferred.
 - b. The image of the clock, the results, the 360 repetition and/or the statistics/data of the match a sponsor of LaLiga integrated in the graphics will be displayed, of three hundred seconds (300") per game, both in live broadcasts and deferred; and
 - c. The perimeter advertising appearing during the broadcast, digitised, virtual or real.

¹⁷ These four (4) spaces of a total of 160" seconds may be fragmented according to LaLiga's criteria.

Advertising is not allowed during the broadcast of the matches, including, but not limited to: overlays, screen reductions, etc. The only exception will be an insertion by the Awardee of: (i) the identification of the channel and (ii) the identification of the operator who ultimately relays the signal.

- (vi) Without prejudice to paragraph (v) above, Successful Bidders of Packages containing matches for live and/or deferred broadcasting may broadcast advertising as follows:
- a. Immediately before the spaces for LaLiga described in section (iv), which will be issued before the players leave the pitch. The walk of players onto the pitch will be:
 - i. Approximately, four minutes (4') before the start of the match of the first part, and
 - ii. Approximately, one minute (1') before the start of the match of the second part;
 - b. Immediately after the LaLiga spaces described in paragraph (iv), which shall be broadcast:
 - i. after the players enter the changing room tunnel at the end of the first part (approximately one minute (1') after the final beep of the first part); and
 - ii. At the end of the flash interviews on the grass, broadcast in live coverage (approximately, four minutes (4') after the final beep of the second part).

All this, always respecting the priority of the spaces reserved for LaLiga described in section (iv) above.

Finally, it should be noted that LaLiga is committed to implementing a campaign to promote Competitions in traditional and digital media at the national level in order to give them greater visibility and relevance through an investment of up to a maximum of 10 million euros per season.

3.3 Conditions for reporting

LaLiga will ask Successful Bidders of each Package for their collaboration to increase the visibility and relevance of the Spanish Football League Championship through certain information duties. In particular, LaLiga has a specific interest, as a commercial entity, for the audiovisual content covered by this Invitation to Tender, to verify that the Successful Bidders carry out an appropriate exploitation of the Packages and to know the evolution of the market for the exploitation of audiovisual content during the duration of the commercialisation agreements with the Successful Bidders.

With regard to audience figures, these are necessary in order to be able to establish the income distribution for the clubs related to the concept of "social implementation", in accordance with article 5.3.b) 2 of RDL 5/2015 and, in particular the two-thirds set out in this article relating to the generation of resources by the commercialisation of television broadcasts, calculated by LaLiga on the basis of audience figures.

Additionally, the data provided by the Successful Bidders in accordance with the information duties set out in this Invitation to Tender, will improve the audiovisual content exploited by the Successful Bidders, for example, through a more tailored audiovisual experience for each type of end customer during the course of the match. As a result, higher quality and audiovisual innovation also represent a clear benefit for the Successful Bidders, who can offer a better product to final consumers.

Similarly, the data provided by the Successful Bidders also serve to support decision-making aimed at improving the Competitions themselves, for example as regards scheduling management, looking for those that show a greater audience and therefore a greater interest and attractiveness for the final consumer. To this end, the Successful Bidders shall be obliged to provide LaLiga with the following information concerning the exploitation of the Packages awarded which shall be treated with the utmost confidentiality for the exclusive use of LaLiga, ensuring, in the case of sub-licences, that the sub-licensee fulfils those obligations. In this sense, the sub-licensor must provide the information mentioned in sections (i) to (iv) directly to LaLiga in order to know the follow-up of football competitions:

- (i) Audience figures
 - a. Audience figures for the broadcast of each of the matches or clippings shall be provided in accordance with (b) and (c) below. The source of the data will be the Successful Bidders' measuring tools.
 - b. Audience figures will be broken down minute by minute and in segmented for each audio track of the broadcast by age, gender, province and whenever technically possible by postcode. The same breakdown shall also

be provided by type of signal distribution system and device, whether linear television, Internet-connected television decoder, Smart TV, mobile phone, tablet, computer, video console or any other device, detailing when casting or *mirroring* takes place with any of them.

- c. The metrics provided for segmentation in point b. are as follows:
- The average audience of matches or clippings;
 - the number of single users that viewed the match or clippings at any time;
 - the average viewing time per single user;
 - the total number of different devices accessing each match or clipping broadcast, broken down by Smart TV, mobile phones, tablets, computers, video consoles, etc.; and
 - the number of single users per month.

Successful Bidders must provide these figures within a maximum of seven (7) calendar days from the end of each match or from the broadcast of each clipping or the next business day if it is a holiday.

LaLiga will provide Successful Bidders with a template with the format for the delivery of the data collecting the required information.

(ii) Subscriber figures:

- a. For matches or channels on which the audiovisual content of the Packages is broadcast, monthly subscriber numbers will be provided, regardless of whether they are fixed or mobile subscribers via any of the distribution means (IPTV, cable, fibre, ADSL, satellite, OTT, etc.). Data will be provided broken down by the corresponding name of the convergent commercial package with which they were contracted, as applicable.
- b. Monthly data on registrations and deregistrations, segmented by each contract package that includes LaLiga content, indicating the retail price of each of the registrations and deregistrations packages.
- c. Figures will be provided of the total number of different devices (Smart TV, mobile phones, tablets, computers, video consoles, etc.) through which it was possible to connect with the matches or channels that broadcast the matches or clippings of the Packages at some point in the month.
- d. The number of subscribers must also include, segmented, the number of users accessing audiovisual content from a single subscription, including the type of device by which they access is second or third place simultaneously.

Successful Bidders must provide these figures on the seventh (7) day of each month or the next working day, if it is a holiday, of each month.

e. Numbers of subscribers using portability according to section 2.1.3, and territories of such portability broken down by province and whenever technically possible by postcode.

(iii) Percentages of the total audience for each of the optional audio channels.

Successful Bidders must provide these figures on the seventh (7) day of each month or the next working day in case it is a holiday, placing the data in such a way that it may be compared to the existing subscribers at the end of the previous month.

LaLiga will provide Successful Bidders with a template with the format for the delivery of the data collecting the required information.

(iv) Update of commercial information including Package contents.

A monthly update will be sent with the new rates of the packages and number of contracts per each package containing the audiovisual contents of the Packages.

Successful Bidders and their sub-licensees shall scrupulously respect the data protection and intellectual property rules, as well as the antitrust rules in the process of forwarding this information to LaLiga.

The content of the aforementioned audience figures, and subscribers will be treated by LaLiga as confidential information, committing itself with respect to the Successful Bidders, to safeguard such information in an appropriate manner according to the applicable professional standards and, at least with measures similar to those used for the treatment of its own confidential information. It shall also refrain from disclosing such information without the prior consent of the Successful Bidder.

3.4 Payment terms

Successful Bidders of the Packages subject matter of this Invitation to Tender shall proceed to the payment of the price finally agreed, the price being distributed in a proportionate manner to each season and the following payments being made in the first season:

- (i) Ten percent (10%) of the agreed price at the signing of the agreement.
- (ii) Ten percent (10%) of the agreed price on 1 July 2022.
- (iii) Ten percent (10%) of the agreed price on 1 August 2022.
- (iv) Ten percent (10%) of the agreed price on 1 September 2022.
- (v) Ten percent (10%) of the agreed price on 1 October 2022.

- (vi) Ten percent (10%) of the agreed price on 1 November 2022.
- (vii) Ten percent (10%) of the agreed price on 1 December 2022.
- (viii) Ten percent (10%) of the agreed price on 1 January 2023.
- (ix) Ten percent (10%) of the agreed price on 1 February 2023.
- (x) Ten percent (10%) of the agreed price on 1 March 2023.

Payments for the following seasons shall have an amount equivalent to the previous payments. Payment 1 of 10 of the seasons shall be made on 1 July of each year until 1 April of that year.

Once the invoice is issued and received by the Successful Bidder of a Package, it must be paid within thirty (30) days.

Without prejudice to the payment terms indicated, payment terms may be subject to modification by consensus between LaLiga and the Successful Bidder provided that they are limited to non-significant adjustments relating to the payment schedule. If no agreement is reached, the payment schedule specified in this paragraph shall prevail.

Considering that LaLiga has been appointed under RDL 5/2015 as a trader of the audiovisual rights of the Clubs belonging to the First and Second Divisions of LaLiga, it is of vital importance that the Successful Bidders comply strictly with the agreed payment schedule, so that LaLiga in turn can distribute these revenues among the different Clubs/SADs.

In this sense, the delay in the payment of any of the amounts agreed with the Successful Bidders will entail the right of LaLiga, without any kind of prior warning, to impose default interest equivalent to the sum of: (i) the legal interest of the money in force at all times and (ii) a twenty-five percent (25%). By way of example, if the legal interest of the money was 3%, the default interest would be equivalent to 3.75% (3 + 25% of 3= 0.75).

Additionally, if the Successful Bidder defaults on three or more payments, as described in (i) to (x) above, LaLiga shall be entitled to:

- (i) Oblige the Successful Bidder to suspend the broadcasting of matches until the amounts due have been paid, as well as the interest accrued to date; and
- (ii) Require the non-performing Successful Bidder to provide a joint and several bank guarantee on first demand in favour of LaLiga, for the amount due, until the completion of the commercial agreement signed with the Successful Bidder.

The Successful Bidder expressly waives any benefit of the right to claim any compensation between the amounts due by the Successful Bidder to LaLiga for the commercialisation of the rights and the claims that the Successful Bidder may make, whatever the grounds put forward against LaLiga.

3.5 Ownership

Successful Bidders shall have no right to the images of the matches broadcast subject matter of this Invitation to Tender except for those broadcasting and audiovisual exploitation rights described in this Invitation to Tender. For clarification, the broadcasting and audiovisual exploitation of each Package does not, at any time, confer on the Successful Bidder ownership over the content broadcast and or exploited.

Successful Bidders shall grant LaLiga a licence to use and exploit the rights deriving from any recordings that the Successful Bidders make with their own means authorised by LaLiga, as well as customisations of the content awarded for the maximum legally permitted time until it is released to the public domain.

After the expiry of the corresponding commercialisation agreement, Successful Bidders shall be obliged to return to LaLiga or destroy, as decided by LaLiga, any material generated as a result of the exploitation of the Package awarded, as well as any information in their possession under the commercialisation agreement, which may result in the misuse of audiovisual rights beyond the duration of the relevant agreement.

Furthermore, once the term of the commercialisation agreement has expired, LaLiga, given its status as producer of the audiovisual content covered by this Invitation to Tender, hold all intellectual ownership rights in all audiovisual content and recordings (archives) that have been generated, and may be exploited in any medium or format, without any limitation on a global territorial scope for the period of maximum validity of such rights. All this, without prejudice to the non-exclusive use that Clubs/SADs may make of the files described in this paragraph and that correspond to the matches in which they have participated.

4 PROCEDURE FOR THE SUBMISSION OF OFFERS

The following section describes the steps that Candidates should follow for the submission of Offers for the Packages that they may find of interest.

The submission of an Offer by a Candidate implies full and strict adherence to all the requirements and provisions of this Invitation to Tender. In this sense, the Offers presented by the Candidates are firm, unconditional, and irrevocable, so that, Candidates will not be able to present Offers subject to conditions.

Candidates shall be bound by their Offer or Offers for a period of sixty (60) days from the end of the deadline for submitting Offers or where appropriate, where all the necessary documentation has been provided within the time limit for correction set out in paragraph 4.5.

The submission of an Offer by a Candidate requires the completion of three (3) forms: a (1) Submission Form; a (1) Statement of Responsibility Form and a (1) Economic Offer Form (jointly, the "**Bid Forms**"). The Offer will be considered complete once all three Bid Forms have been submitted.

The Bid Forms are attached as **ANNEX II** to this document, and are also available on the LaLiga's website: <https://www.laliga.com/derechos-audiovisuales/documentos>.

4.1 Submission Form

First, each Candidate shall submit a (1) Submission Form (see **ANNEX II** to this document) containing:

- (i) The identification data of the Candidate (corporate name, address, city, country).
- (ii) The contact details of the person with legal capacity to represent the entity making the offer (name, position, phone number, email).
- (iii) Documentation necessary to verify compliance with: (a) the general requirements for all Candidates participating in this Invitation to Tender; (b) economic and financial solvency requirements; and (c) technical-professional and broadcasting requirements; in the terms described in the following paragraphs.

If Offers are submitted by legal persons controlled by a business group, the companies belonging to the group may be taken into account for the purpose of assessing the Offer, provided the legal person demonstrates that it actually has the resources necessary to execute the agreements.

Offers may be submitted for all Packages by joint ventures created for that purpose (JVs or other similar legal form) and, if they become Successful Bidders, may simultaneously issue the acquired rights, without needing to formalise them in a public deed until an award has been made in their favour. However, in the event of an award, such entrepreneurs shall be bound jointly and severally by Law and shall appoint a representative or sole agent of the Joint Venture with sufficient powers to exercise the

rights and fulfil the obligations arising from the agreement until its termination, without prejudice to the existence of joint powers that they may grant for collections and payments of a significant amount. The duration of joint ventures shall coincide with that of the commercialisation agreement concluded after the award, with a duration at least until its expiry. The solvency requirements of this Invitation to Tender shall apply to members of the JV or similar legal form collectively considered as a single undertaking. It should also be emphasised that the establishment of a joint venture or similar legal form must, in any event, comply with competition law.

4.1.1 General requirements for Candidates

Any legal person, Spanish or of any other nationality having the legal capacity to act, may participate in this Invitation to Tender and provide the following information thereon:

- (i) Updated certificate of registration in the Commercial Register or an equivalent document of the Candidate, granted by the corresponding Commercial Register.
- (ii) Copy of the latest audited annual accounts of the Candidate and its parent company.
- (iii) When a Candidate is a tax resident in Spain or acts through a permanent establishment located in Spain, or for any reason is registered in the census of taxpayers in Spain or in the Spanish Social Security, they must provide a certificate that they are aware of their tax obligations to the Spanish Tax Agency (AEAT) and to the Social Security. Both certificates must be issued by the AEAT and the Social Security General Treasury, respectively.

For clarification, Offers for the different Packages subject matter of this Invitation to Tender may also be submitted by agencies or middle men entities provided that they can exploit by themselves or through a third party the Packages for which they make Offers, under the conditions set out in this Invitation to Tender.

4.1.2 Economic and financial solvency requirements

In relation to the economic and financial solvency of the Candidate, they shall certify, concerning their latest audited annual accounts, or of their parent company, a yearly turnover in any of the last three (3) years equal to or greater than EUR 20 million (€20,000,000).

4.1.3 Technical-professional and broadcasting requirements

With regard to technical-professional and broadcasting requirements, the requirements described below may, as an option, be demonstrated (through relevant documentation), in order to assess the business strategy to be developed by the Candidate, if they become Successful Bidders. These requirements seek to maximise the sporting interest in the Spanish Football League Championship, the growth of the future value of the competition as a whole and the added value that the Successful Bidder of each Package may bring.

Accreditation of the technical-professional and broadcasting requirements, if any, shall be carried out by means of a memorandum or similar explanatory document containing at least information on:

- (a) Universal distribution of audiovisual content within the Territory for the duration of the commercialisation agreement. In particular, it must explain what the broadcasting strategy for the Package or Packages awarded will be, if done only by means of own broadcasting (by the Successful Bidder), or broadcasting with third parties, or both.
- (b) Description of the spectrum of subscribers or users to which the audiovisual content of the Package or Packages is to be addressed, setting the audience/user targets that are expected to be obtained, providing even a quantitative target estimated per season, to demonstrate that the audiovisual content awarded will be accessible to as many end-users as possible.

4.2 Statement of Responsibility Form

Second, each Candidate shall submit a (1) Statement of Responsibility Form (see **ANNEX II**) confirming that the Candidate:

- (i) Has not been convicted by a final judgement for crimes of falsehood, against property and against the socio-economic order, bribery, embezzlement, influence peddling, disclosure of secrets, use of inside information, crimes against Public Finances and the Social Security, crimes against the rights of workers or crimes against the market and consumers.

The prohibition on hiring extends to legal persons whose directors or representatives, in their position or representation, are in the aforementioned situation due to actions carried out on behalf of or for the benefit of such legal persons, or in which the conditions, qualities or relationships that the related offence requires to be an active subject of the offence are met.

- (ii) Has not filed for bankruptcy, has not been declared insolvent in any proceedings, has not become bankrupt, is not subject to judicial intervention and has not been

disqualified under the Bankruptcy Law without having completed the period of disqualification set out in the qualification judgement.

- (iii) Is aware of compliance with the tax or social security obligations imposed by the current provisions, in the terms determined by the regulation.
- (iv) It aware of the fulfilment of its past due, settlement and enforceable obligations to LaLiga.

4.3 Economic Offer Form

Third, each Candidate must submit one (1) Economic Offer Form (see **ANNEX II**) specifying for which Packages, within the different Options they wish to make their Offer or Offers.

Without prejudice to the submission of a physical copy, the Economic Offer Form shall necessarily be submitted in electronic form, **the corresponding file being downloaded from the LaLiga website** (<https://www.laliga.com/en-GB/audiovisual-rights/documents>).

It will not be necessary to submit an Offer for all Packages and Options included in the Form, but each Candidate may make the Offer or Offers that they deem appropriate for each of the Packages they intend to apply, and that are included in the different Options.

Nor will it be necessary to make an Offer or Offers that include the different possibilities of validity of the commercialisation agreement; that is, each Candidate may make Offers for three, four and or five seasons.

In order to complete the Economic Offer Form, Candidates must include the financial amount that they deem appropriate in relation to:

- (i) The Package or Packages for which the Offer is made, within the different Options; and
- (ii) The seasons for which the Offer is made (three, four and or five seasons).

4.4 Offer Submission

Candidates shall submit their Offers on the Bid Forms (see **ANNEX II**) until **13 December 2021 at noon**.

Offers must be submitted physically and in electronic format (pen drive) at the headquarters of the Higher Sports Council (CSD)¹⁸ in a sealed envelope (main envelope), duly identified as "[OPERATOR'S NAME] OFFER FOR THE

¹⁸ The CSD's registered office is located at Calle de Martín Fierro 5, 28040 Madrid.

COMMERCIALISATION OF AUDIOVISUAL RIGHTS OF THE SPANISH FOOTBALL LEAGUE FOR 2022/2023 SEASON ONWARDS", and addressed to the attention of the Chairman of the CSD.

The main envelope shall contain:

- (i) One (1) sealed envelope containing, in physical and electronic format (pen drive), the Submission Form together with the requested documentation, as well as the Statement of Responsibility Form; and
- (ii) one (1) sealed envelope with the Economic Offer Form, in physical and electronic format. The electronic format must have been previously downloaded from the LaLiga website (<https://www.laliga.com/en-GB/audiovisual-rights/documents>). Physical scanned copies will not be accepted.

4.5 Invitation to Tender Schedule

The schedule for this Invitation to Tender is as follows:

Date	Milestone
3 November 2021	<ul style="list-style-type: none"> - Publication of the briefing note on LaLiga website (https://www.laliga.com) - Provision of the Invitation to tenders document and the Offer Forms (https://www.laliga.com/en-GB/audiovisual-rights/documents) - Information to major media agencies and mainstream and sports media
24 November 2021	Allocation of the Reserve Price at the CSD
13 December 2021 at noon	Deadline for submission of Offers.
13 December 2021 from noon	<ul style="list-style-type: none"> - Assessment of the correct completion of the Submission Form and or documentation provided, as well as the Statement of Responsibility Form. - In the event that any defect or error that can be remedied in these forms is detected, Candidate will be notified, and a correction period will be opened (see next milestone). - In the event that the information contained in the Submission Form and or documentation provided, as well as the Statement of Responsibility Form, is correct (that is, it has no

	defects or errors that can be corrected), we will proceed to prove where applicable, compliance with the technical-professional and broadcasting requirements, to subsequently assess the Economic Offer Form and, then proceed with the provisional award, in accordance with the procedure laid down in paragraph 5 of this document.
20 December 2021 at noon	Expiry of the time limit for remedying defects or omissions
22 December 2021 from noon	Assessment of the Economic Offer Form and provisional award, in accordance with the procedure set out in paragraph 5 of this document (if any remediable deficiencies or omissions have been detected)
20 working days after the provisional award	Signing of the agreement(s)

LaLiga will offer all interested operators the possibility to submit their questions in writing, in order to clarify any point related to the Invitation to Tender until **24 November 2021**. Questions shall be sent to "**consultastvnacional@laliga.es**". For the purposes of calculating the period, working days are considered every day of the week from Monday to Friday, inclusive, except for the days that are officially declared holidays in the city of Madrid (Spain).

LaLiga's responses to all Candidates will be published on 1 December 2021, on the LaLiga website, in the section created for this purpose, without disclosing the identity of the operator who raised the question, and respecting the confidentiality of any commercially sensitive information.

5 PROCEDURE FOR AWARDING PACKAGES

LaLiga will follow the following procedure for awarding Packages.

5.1 Reserve Price

LaLiga shall set a single global reserve price for all audiovisual content offered in this Invitation to Tender (the "**Reserve Price**"). This represents the minimum average price per season required for the option with the highest Economic Offer to be directly awarded and, therefore, the Packages that are part of it.

The Reserve Price will be deposited at the headquarters of the Superior Sports Council (CSD) on 24 November 2021. The Superior Sports Council will ensure its confidentiality until the day of the opening of envelopes.

The Reserve Price shall be set on the basis of market criteria, such as the marketing price of packages similar to those collected in this Invitation to Tender for previous seasons, by updating said price. It will also consider the price of similar packages in countries where football is the first sport and income per capita and populations equal to those of Spain.

5.2 Opening of Envelopes and Assessment of Offers

On the date scheduled for the end of the deadline for the submission of Offers, 13 December 2021, from noon, at the headquarters of the Higher Sports Council (CSD), in the presence of a member of this body and before a notary -in order to ensure that the award procedure is fully documented, the main envelope of each Offer shall be opened by LaLiga and on the one hand, the Candidate Submission Forms and the Statement of Responsibility Forms will be grouped together, and, on the other hand, the Economic Offer Forms.

First, the envelope containing the Submission Forms and the Statement of Responsibility Forms for each Candidate will be opened. It will be verified whether these forms have been correctly completed in full and whether the requested documentation has been provided in both physical and electronic format (pen drive).

The Submission Form will have been correctly completed when all the information regarding the general requirements for Candidates and the economic and financial solvency requirements, as described in sections 4.1.1 and 4.1.2, respectively, has been completed.

If a Candidate provides information to confirm that it does not meet the requirements set out in sections 4.1.1 and 4.1.2, the Candidate will be excluded and its Economic Offer Form will not be opened.

With regard to the technical-professional and broadcasting requirements, the absence of accreditation of any or all of the conditions shall not result in the exclusion of the

Candidate, although this will be considered in the assessment of the score awarded to each Candidate, as described in the following section 5.2.1.

If LaLiga observes any remediable defects or omissions in the Submission Form and or the accompanying documentation, as well as in the Statement of Responsibility Form submitted by a Candidate, it shall notify the Candidate as soon as possible by e-mail (as indicated in the Submission Form) for the Candidate to correct it within the period indicated in the previous section 4.5. Should the Candidate not correct any errors or omissions within the period allowed for correction, the Candidate will be excluded and the Economic Offer Form will not be opened.

Next, if the information provided in the Submission Form and the Statement of Responsibility Form is complete or if the defects or omissions detected and communicated to the Candidate have been corrected, the assessment procedure of the technical-professional and broadcasting requirements as well as the Economic Offer Form of each Candidate will begin.

5.2.1 Assessment of technical-professional and broadcasting requirements

LaLiga shall review the information and documentation provided by the Candidates, where appropriate, in relation to the technical-processing and distribution requirements described in section 4.1.3 of this Invitation to Tender and will grant to the Candidates who best accredit the fulfilment of these requirements, an additional assessment of up to 10% on their Economic Offer. In particular, this 10% will be awarded to the Candidates who best accredit the business strategy to develop if they are finally selected as Successful Bidders.

Accreditation shall be carried out, as set out in section 4.1.3, through the presentation of a memorandum or similar explanatory document containing at least information on:

- (a) Universal distribution of audiovisual content within the Territory for the duration of the commercialisation agreement. In particular, it must explain what the broadcasting strategy for the Package or Packages awarded will be, if done only by means of own broadcasting (by the Successful Bidder), or broadcasting with third parties, or both.
- (b) Description of the spectrum of subscribers or users to which the audiovisual content of the Package or Packages is to be addressed, setting the audience/user targets that are expected to be obtained, providing even a quantitative target estimated per season, to demonstrate that the audiovisual content awarded will be accessible to as many end-users as possible.

5.2.2 Assessment of the Economic Offer

With regard to the assessment of the Economic Offer, it will begin by identifying the Economic Offers received from each Candidate, identifying for which Packages Offers have been submitted in each of the Options, and for how many valid seasons of the commercialisation agreement the Offer is made (three, four and or five seasons).

The average amount per season shall then be calculated on the basis of the economic amounts offered per each Package and for the different options for the duration of the commercialisation agreement.

Once the average amount per season has been calculated, we will proceed to include the additional assessment that, if any, has been obtained by the Candidate or Candidates that have best-demonstrated compliance with the technical-professional and broadcasting requirements. In this sense, we will proceed to increase the value of the Economic Offer of each Package for the Candidates chosen by 10% over their initial Economic Offer in the event that the Candidate accredits all the requirements.

Then, the amounts obtained for each Package and for each duration (three, four and or five seasons) will be compared after including the additional assessment from the evaluation of the technical-professional and broadcasting requirements.

The last step consists in choosing the best Option, for which we will proceed to the addition of the highest Economic Offers of the Packages that integrate each Option, choosing the one that presents the highest economic amount per season, either for three, four or five seasons.

5.3 Provisional award

Once the evaluation of the Packages has been completed in accordance with the previous section 5.2, the Controlling Body for the Management of Audiovisual Rights will be informed if any of the Options exceeds the Reserve Price. The Option will be provisionally awarded together with the Packages that are included in it. This interim award will be validated by the Controlling Body of the Management of Audiovisual Rights.

On 13 December 2021, starting at noon, the Candidates will be informed of the outcome of the Invitation to Tender, and a briefing notice will be published on the LaLiga website (<https://www.laliga.com/en-GB/audiovisual-rights/documents>).

In compliance with the provisions of RDL 5/2015, in the event that the same Candidate was initially awarded more than two (2) Packages within an Option, without meeting the regulatory requirements that allowed such award, the Candidate will have the right to communicate a ranking of Packages to be awarded. LaLiga will proceed, with respect to those Packages that cannot be awarded to said best offer, to reassign the Packages

to the second-best offer. The Package will not be awarded to the second-best Offer if the second-best Offer does not allow to reach the Reservation Price.

The Award of each Package shall be conditional upon the subsequent signing of an agreement with the respective Successful Bidder of each Package that meets all the requirements set out in this Invitation to Tender and that the Compliance Form has been correctly filled in, as set out in the section 5.4.

LaLiga shall ensure compliance with the principles of transparency, competition, equity, and non-discrimination, it shall inform the competent body of any signs which it may have of price or tender agreements between different candidates and shall take appropriate measures to protect free competition.

5.4 Compliance Form

In the framework of the good practice of knowing the third parties with whom LaLiga contracts and in order to duly comply with the requirements of Law 10/2010 of 28 April, on the prevention of money laundering and the financing of terrorism and its Regulations, once the Successful Bidders has been appointed, they shall complete the Compliance Form, which is attached as **ANNEX III**, at least before the signing of the relevant commercialisation agreement.

With regard to the additional documentation requested in the Compliance Form, each Successful Bidders must provide it as requested in the form and answer the questions asked, including: in the light of the response provided, it may result in LaLiga requesting further information and or documentation. The documentation shall be provided within 90 days of the signing of the relevant commercialisation agreement.

5.5 Signing of commercialisation agreements

The deadline for signing the relevant commercialisation agreement shall be up to 20 working days from the interim award. LaLiga may extend this period for justified reasons. In the event that LaLiga and the Successful Bidders do not reach an agreement within the prescribed time limit, LaLiga, in view of the impossibility of concluding the commercialisation agreement, shall void the interim award and, where appropriate, will award the second-best offer received for that Package or publish a new invitation to tender only for that Package.

5.6 Possibility of rescinding awards

The awarding of agreements in favour of Successful Bidders who, due to unforeseen circumstances, lack the capacity to act and or incur any of the cases of prohibition to contract shall be null and void.

Similarly, in the event of force majeure, the award shall be terminated. Without prejudice to this, LaLiga may agree that the Candidate continues to execute the commercialisation agreement, under the same clauses, for the necessary time to avoid harming the corresponding public interest.

5.7 Subsidiary commercialisation

In the event that no Option reaches the Reserve Price, the Controlling Body for the Management of Audiovisual Rights may:

- (i) Choose to proceed to the award of the Best Rated Option, together with all the Packages that are part of it;
- (ii) Hold a new round, following the notification of the Reserve Price; or
- (iii) LaLiga may proceed to the non-exclusive commercialisation of the audiovisual content offered under this Invitation to Tender.

In the event of any Package or Packages remains unclaimed within the Option awarded, LaLiga will proceed to hold a new round after the notification of the Reserve Price.

If LaLiga is proceeds with the commercialisation on a non-exclusive basis, audiovisual content shall be marketed on an equal footing with all interested operators, considering, inter alia, the number of users of the operator concerned, its promotion, distribution and multi-device policy and network security.

In this case, the CNMC shall also be informed of the details of any non-exclusive marketing conditions that LaLiga may apply.

6 GENERAL PROVISIONS

6.1 Amendment or cancellation of the Invitation to Tender

LaLiga reserves the right to modify the conditions of this Invitation to Tender and, in particular, the configuration of the Packages and Options or even their cancellation at any time if the development of the same and the circumstances of the market so advise. In any event, LaLiga shall respect throughout the Invitation to Tender, the principles of transparency, competition, and non-discrimination between Candidates.

6.2 Costs incurred by bidding operators

LaLiga shall not be liable for the costs incurred by the Candidates in the preparation and submission of Offers.

6.3 Obligation to exploit rights except for force majeure

Successful Bidders shall use the audiovisual content awarded in its entirety, that is, all the matches included in a given Package, without the possibility to break down their offer, under the conditions provided for in this Invitation to Tender, except for reasons of force majeure. LaLiga shall terminate the commercialisation agreement of any of the Successful Bidders in the event of a breach of this obligation.

6.4 Broadcast monitoring

Successful Bidders of Packages for broadcasting on pay TV or their sub-licensees must make available to LaLiga (10) subscriptions for the contents covered by their respective Packages in order for LaLiga to monitor compliance with the obligations assumed in this Invitation to Tender.

6.5 Obligation to cooperate on integrity

Successful Bidders acknowledge and agree that they share a common interest in protecting LaLiga Competitions from threats to their integrity that represent:

- (i) match-fixing and betting-related corruption ("**Match-Fixing**"); and
- (ii) participant breaches of LaLiga's betting rules ("**Breach of LaLiga's Betting Rules**").

The Candidates have also been informed that:

- (a) LaLiga has a Department of Integrity that is responsible for the identification, prevention, and investigation of Match Fixes and Non-compliance with LaLiga's Betting Rules.
- (b) LaLiga regularly designates an Official Provider of Statistical Data for Betting and Media/Publishers and under the contract with the designated company, LaLiga grants: (i) the exclusive right to collect official statistical data related to LaLiga Competitions ("**LaLiga's Official Statistical Data**"); and (ii) the exclusive right to supply Official Statistical Data to the betting and media/publishing industry; the situation of which the Successful Bidders will be informed in due course.
- (c) LaLiga owns the intellectual property rights (including, without limitation, the sui generis rights over the databases) over the LaLiga Official Statistical Data.
- (d) The Successful Bidder will not use in its programming, LaLiga Official Statistical Data related to the matches of the Competition without the approval of LaLiga. Likewise, the Successful Bidder may not, either directly or through third parties, collect data related to the games to be broadcast in a manner that violates the rights of LaLiga described above.

The Successful Bidder expresses a clear intention, provided that they support and permit the regulations applicable to them, to provide reasonable assistance and cooperation to LaLiga in matters related to integrity, including without limitation:

- (i) provide any information that it may lawfully offer in connection with its irregular or suspicious betting activity in Spanish Competitions; and,
- (ii) cooperate, to the extent possible and permitted, with any investigation carried out by LaLiga concerning alleged cases of match-fixing or non-compliance with the LaLiga Betting Rules.

6.6 Obligations to cooperate with the Anti-Piracy Policy

As detailed in the following subsections, the Successful Bidder of each Package subject matter of this Invitation to Tender shall be responsible for ensuring that the audiovisual contents included in its Package are exclusively accessible from the Territory, and undertakes to carry out all possible measures, such as signal encryption, geo-blocking, and DRM ("*Digital Rights Management*") systems, as well as to implement measures to verify the residence of their subscribers or users.

Likewise, the Successful Bidders undertakes to implement all the necessary measures to prevent the copy, storage, conservation or sending of any of the audiovisual contents subject matter of this Invitation to Tender.

6.6.1 General obligations

Successful Bidders recognise and are obliged to cooperate efficiently with the Anti-Piracy Policy developed by LaLiga, to prevent access, unlawful dissemination and non-consensual public communication of the audiovisual content marketed and subject matter of this Invitation to Tender, extending to its sub-licensees the rights and obligations under this Invitation to Tender, and to cooperate actively in the provision of public information aimed at facilitating unauthorised access to such content.

In particular, Successful Bidders shall cooperate with LaLiga to prevent and combat:

- (i) All forms of distribution, non-consensual public communication, or illegal broadcasting of audiovisual content offered within and outside the Territory, such as through unauthorised streaming platforms, either through any social networks (Facebook, YouTube, etc.) through content generated and shared by users (User Generated Content, "UGC") or other illegal streaming services or through systems such as card-sharing, IPTV, or through the buying and selling of access keys to the channels offering LaLiga content through social networks, forums and or blogs.
- (ii) Unauthorised access to, and public communication and unauthorised dissemination of, the audiovisual content covered by this Invitation to Tender within and outside the Territory, including commercial exploitation by subscribers of residential pay-TV services ("irregular use") and inappropriate use of the Portability Regulation by subscribers, as well as the abusive and fraudulent use of the licensed content by sub-licensees.
- (iii) The relay of the audiovisual content covered by this Invitation to Tender that takes place in the Territory through the broadcasting of the signal by third parties that have not been designated by LaLiga as Successful Bidders or do not have the status of sub-licensees under the terms set forth in these Invitation to Tender. Successful Bidders and Sub-licensees legally authorised to broadcast the audiovisual content shall contribute with LaLiga to document the lack of license or sub-license of legally unauthorised third parties, as well as the limitation of the rights of those authorised, exploit abusively and fraudulently the content that may have been licensed to them, and to intervene as an injured party in the judicial proceedings brought against them or in the proceedings requested by LaLiga.

Successful Bidders and their sub-licensees undertake, for the purpose of combating piracy and constituting synergies, to pool the information collected or obtained concerning "pirate" users, location of piracy sites, as well as to make a voluntary statement in court at the request of LaLiga in legal proceedings for the defence of the audiovisual content of LaLiga in which they are requested to intervene by LaLiga.

Successful Bidders and their sub-licensees also undertake to promote a joint policy against piracy and to cooperate in expediting the adoption of blockades, in particular,

the modality of "dynamic blockades" collaborating to promote their adoption by the Courts of Justice and cooperating to achieve their maximum effectiveness in the shortest possible time, providing, if applicable, the necessary staff and means to facilitate such blockades, communicated by whomsoever is judicially appointed to do so, take effect on any day of the week immediately upon communication.

Likewise, they undertake to share and apply in the face of piracy, the intelligence and experience of the fraud departments of awarded operators, creating for this purpose, a platform/association to annually launch, at least three (3) initiatives/policy proposals on combating piracy, one (1) study on the impact and perception of piracy at the national level and one (1) educational contribution, by committing themselves to provide economically, in a reasonable way, such a platform in equal parts with the participation of LaLiga.

In order to develop and implement the measures to be designed in the field of piracy, a Monitoring Commission will be set up formed by LaLiga and the Successful Bidders. The place and frequency of the meetings of this Commission shall be agreed in good faith between LaLiga and the Successful Bidders after the signing of the Agreement. In addition, LaLiga shall engage the services of inspection forces or take such equivalent measures as are deemed appropriate in order to prevent piracy or irregular use of the audiovisual content covered by this Invitation to Tender.

In the event that the Successful Bidders are, in addition, companies providing services of the Information Society, including within them, Over The Top (OTT) service providers, in accordance with the provisions of Annex of Law 34/2002, of 11 July, for information society services and electronic commerce, and whereas, because of the future allocation of audiovisual rights, these same companies would be legally entitled to exercise them, both the injunctions provided for in Article 139. 1 h), and of the precautionary measures provided for in Article 141.6 of the LPI against intermediaries and suppliers of the Information Society. In order not to prevent and guarantee LaLiga the effective and free exercise of these injunctions and precautionary measures, the Successful Bidders, regardless of whether or not they are established in the territory, undertake, voluntarily, expressly and directly, and without the need for judicial intervention, to agree to the immediate blocking of those domains, subdomains, IP addresses and websites that, for infringing intellectual property rights and other related rights, are notified to them by LaLiga or by the entity appointed by LaLiga through any means of notification that allows the receipt to be recorded. They shall provide proof of this evidence extracted and collected through any of the trusted suppliers approved by the Spanish or European authorities, together with a technical report issued by their anti-piracy department, thereby becoming effectively aware of the unlawful conduct of the domains and sub-domains reported to them.

Both the evidentiary support and the technical report shall be recognised by all the Successful Bidders as evidence sufficient to agree directly and free of charge to the

blockade concerned, which shall immediately encourage the receipt of the request by LaLiga.

Successful Bidders and their sub-licensees must comply with the following illegal piracy obligations. Failure to comply with these obligations, or their partial or defective performance, after a reasonable period of time has been provided for their rectification, shall be a compelling cause of automatic termination of the agreement. The written notification by LaLiga, accompanied by a technical report from its Anti-Piracy Department, indicating the finding of non-compliance, is sufficient evidence of this.

6.6.2 Specific obligations regarding piracy

With regard to specific technical mechanisms aimed at combating piracy, all audiovisual content, in any format, delivered by LaLiga (or by a third party authorised by LaLiga) to the Successful Bidder, shall be protected by a content protection system (the "**Content Protection System**") which includes the following technologies, subject to approval by LaLiga:

- (i) A digital rights management system (*Digital Rights Management*, "**DRM**");
- (ii) a conditional access system (*Conditional Access System*, "**CAS**"), encryption or protection of digital content, allowing both the identification of the platform and the session and the reproduction of the content only and exclusively on the devices authorised for this purpose, without prejudice to the implementation of such other protective measures as may appear *ex novo* after the signing of the licence agreement with the Successful Bidder and during the duration of the licence agreement; and
- (iii) anti-piracy leak monitoring and watermark detection measures to detect these leaks by means of a session code embedded in each and every device on which payment subscription and termination access to real-time video streams can be accessed.

In the event that the Successful Bidder did not agree to implement its own anti-piracy leak monitoring and watermark detection system, or did not have the relevant technology, the Successful Bidder accepts that LaLiga recommends to them different companies that can offer this service, for which they must share with LaLiga the necessary keys so that this company can perform this service, assuming the Successful Bidder the cost of the service provided.

In addition to identifying through the use of *visible fingerprints* (watermarks) mechanisms of invisible watermarking, resistant to modifications will be implemented. Such a *watermarking* mechanism shall have the capacity to identify the subscriber on a univocal basis.

- (iv) When the Successful Bidder exploits audiovisual content through OTT service platforms, it shall implement the following measures, which are necessary to prevent piracy in this distribution format:
 - a. Have adequate protection against possible irregular uses of VPNs, DNS proxies, public proxies, hosting centres or Tor output nodes, either by contracting a provider of this type of services or through its internal implementation, and maintain proper control over the ownership and use of access keys to the platform, preventing their onerous transmission to third parties outside the contract holder. The effectiveness of the protective measures shall be verified by an independent safety auditor and by LaLiga.
 - b. Ensure direct communication between LaLiga and the contracted service provider or the Successful Bidder and LaLiga, as appropriate, as well as with the independent auditor to verify the proper implementation of the protection measures described in the previous section. Such communication shall be made on a regular basis during the duration of the licence agreement for the exploitation of the audiovisual content covered by this Invitation to Tender.

Likewise, the Successful Bidders or their sub-licensees undertake to implement, at the request of LaLiga, those measures necessary for the detection of piracy when they are justified and bring cause in previously detected cases.

- (v) Successful Bidders or sub-licensees will be subject to a continuous IT audit process in order to assess the integrity of the platform on which the content is relayed. Such an audit shall be carried out by LaLiga, or the independent auditor appointed by LaLiga.

6.6.3 Specific obligations on irregular use

Successful Bidders or their sub-licensees, where they are pay TV operators, undertake to combat the fraudulent use of audiovisual content by their final customers, relating to the commercial or non-residential use of residential subscriptions called "irregular use".

In this sense, the detection of a subscriber to pay television with residential subscription in a public establishment (non-residential or commercial) shall be regarded as a situation of irregular use and shall give rise to the automatic and mandatory termination of the residential contract between: (a) the Successful Bidder or sub-licensee and (b) the residential subscriber, as well as the explicit recognition of a penalty entitlement for an amount equivalent to an annual subscription to the pay TV service, intended for commercial purposes for each case detected.

As soon as it is detected by the Successful Bidder or its sub-licensees or by LaLiga, the irregular use of audiovisual content by a residential end customer in a public

establishment, the signal of the irregular subscriber must also be automatically suspended, and LaLiga must be informed of the actual suspension of the signal by the Successful Bidder or its sub-licensees, as the case may be. The signal can only be activated again once the Successful Bidder or sub-licensees expressly and documentary inform and justify to LaLiga the effective registration as a "regular" subscriber, that is, as a non-residential subscriber.

Furthermore, where inspection service providers detect the irregular use of a residential subscription in a public establishment, they may disconnect the broadcasting of audiovisual content of LaLiga, waiving the right to claim from LaLiga any alleged damage or prejudice suffered, hypothetically, either by the pay TV subscriber or by the Successful Bidder or its sub-licensees.

Successful Bidders and their sub-licensees undertake to carry out the following actions:

- (i) A unified repository of public establishments that have a non-residential payment subscription to the entity or entities responsible for the provision of inspection services on possible irregular uses shall be provided and regularly updated.
- (ii) A detailed action protocol will be established, to be approved by LaLiga, on the active measures to be developed for the detection of irregular subscribers, as well as the specific steps to be implemented once irregular use has been detected.
- (iii) The identity of those customers with respect to whom an abusive or fraudulent use of the agreed contractual modality is detected, will be communicated in order to avoid further fraudulent registrations with subsequent operators with rights.
- (iv) A communication channel (for example, an e-mail address) will be established from where a person or entity may report the existence of irregular subscribers.
- (v) Active sales to non-residential customers of residential subscriptions, as well as an express prohibition on installation of residential installations in public establishments by third parties engaged in the installation of equipment, shall be prohibited.
- (vi) LaLiga will be regularly informed about the process of regularisation of public establishments to a residential subscription.
- (vii) In order to combat piracy in general terms, promotions shall be carried out through specific campaigns for the procurement of the payment subscription for non-residential or commercial use, at least during key periods such as the start of the season and the start of the second round of the Spanish Football League Championship, that shall be communicated to LaLiga afterwards.

Likewise, the Successful Bidders or their sub-licensees undertake to implement, at the request of LaLiga, those additional measures that are necessary for the detection of irregular use when justified and bring cause in previously detected cases, and, in particular, undertake to introduce the so-called "*fingerprint*" on all broadcasts of LaLiga matches and on all broadcast systems for the duration of the broadcast, including overtime, and, in the case of a specific channel, to introduce such *fingerprint* in all broadcasts of the channel regardless of whether or not a live match is being broadcast.

Given the effect that piracy and irregular or fraudulent use have on the proper and efficient exploitation of the audiovisual content of LaLiga in public establishments, as well as on the maximisation of the audiovisual rights commercialised by LaLiga, LaLiga shall terminate the contract with the Successful Bidders in cases where, after a reasonable period of time has been provided for its completion, the percentage of irregular use attributable to the Successful Bidders exceeds 5% of the subscribers of the Successful Bidders or of the various sub-licensees if any. The Successful Bidder shall convey this measure, as well as the rest of the actions reflected in this paragraph, to all its sub-licensees.

If despite the implementation of the above measures, LaLiga detects any form of piracy or irregular or fraudulent use or abuse of multi-device systems above the ratios and levels defined by LaLiga, the Successful Bidder shall implement an anti-piracy campaign with actions to combat and put an end to any illegal practices, and shall share with LaLiga a report of such activities and the measures taken to put an end to them, in order to be evaluated, at both technical and legal level. LaLiga may propose additional actions, agreeing to jointly bear the cost of such measures.

In cases where it is found that a licensee or a sub-licensee actively promotes and or sells residential subscriptions to non-residential customers, LaLiga, or any other Successful Bidder who might be affected by the exploitation of the licensed content, shall not be liable for the exercise of any civil or criminal legal action that may be brought against them, by any period of time of completion, or by the percentage of any use, and may, at such time as they deem appropriate, commence appropriate legal proceedings.

6.7 Obligation to cooperate in the communication, promotion and advertising strategy and the digital strategy of LaLiga

The Successful Bidder(s) shall coordinate with LaLiga throughout the duration of the agreement, its communication and promotion strategy, in their own or third-parties means of the Spanish Football League Championship, aimed at giving it greater relevance and value.

6.8 Entire agreement

In the event that any of the paragraphs, terms or conditions of this Invitation to Tender is or appears to be invalid or illegal or not binding in part or in its entirety, or contradicts any applicable Spanish or European legislation, the remaining paragraphs, terms, or conditions shall remain intact.

6.9 Responsibility

LaLiga shall not be liable to the Candidates or Successful Bidders for any loss, damage, or injury (including indirect damage and loss of profits) in connection with the contents of this Invitation to Tender and or the contents of the future agreement to be signed with the Successful Bidder(s).

6.10 Confidentiality

The Candidates(s) undertake to maintain the confidentiality of the content of their Offer and undertake not to make any communication, announcement, or disclosure thereof.

Likewise, the Successful Bidder(s) will maintain the confidentiality of the contents of the agreements signed on the occasion of this Invitation to Tender.

6.11 Applicable law

Contracts entered into between LaLiga, and the Successful Bidder(s) shall be subject to and construed in accordance with Spanish law.

6.12 Dispute resolution

For any issues arising from or related to the application, interpretation, or execution of this Invitation to Tender, LaLiga and the Candidates or Successful Bidders express their unequivocal desire to have them resolved by the Courts and Tribunals of Madrid.



No es fútbol. Es LaLiga.



ANNEX I

Protocol for interviews and interventions of journalists

The Regulations for television broadcasting will be available to Candidates whenever LaLiga is requested by email.
(consultastvnacional@laliga.es)



Protocol for interviews and interventions of journalists

www.laliga.es





LaLiga

www.laliga.es

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Introduction

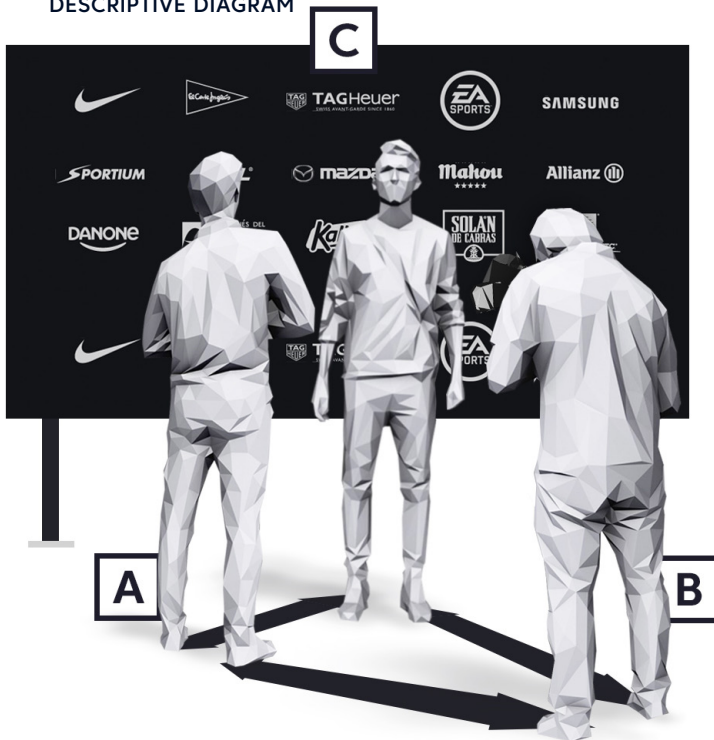
This "Protocol for interviews and interventions of journalists" is a document born from the spirit of establishing a clear line of work for all those involved in interviews carried out at each LaLiga match. This document sets out both the type of content of each interview (which will refer to the match in question) and the characteristics in terms of them. Below, these details of interviews are described in a regulatory manner through the Regulation on TV Broadcasting.



PRE-MATCH INTERVIEWS WITH COACHES

DESCRIPTION	
INTERVIEWEES	Head coach, assistant coach or other member of the coaching staff
POSITION	Flash zone with LaLiga background (in LaLiga Santander) / Presentation position pitchside with LaLiga background (superflash) (in LaLiga 1/2/3)
SCHEDULE	Arrival of the team at the stadium (in LaLiga Santander) / Half an hour before the start of the match (in LaLiga 1/2/3)
DURATION	One minute
PURPOSE OF THE INTERVIEW	These interviews are included in the Match Feed. The questions will refer to issues prior to the match to be played (e.g. team selection, playing positions, last hour, etc.)
MICROPHONE	LaLiga
JOURNALIST IN SHOT	No
IMAGE/STYLE	The position will be properly lit with additional lights (the camera's focus will not be used) to allow the interview to be recorded without creating shadows and/or effects that distort the image. The interviewee will be positioned in front of the LaLiga background in a central position and at a distance of approximately one metre from the panel to allow the interview to be recorded with the LaLiga background suitably visible. The camera operator will be approximately one metre away facing the interviewee. The journalist will be on one side of the camera.

DESCRIPTIVE DIAGRAM



A	REPORTER - COACH	1 METRO
B	CAMERAMAN - COACH	1 METRO
C	COACH - TRASERA LaLiga	1 METRO

FRAMING EXAMPLE



INCORRECT LIGHTING EXAMPLE





PITCHSIDE PRESENTATION / OTHER PREVIOUS INTERVIEWS

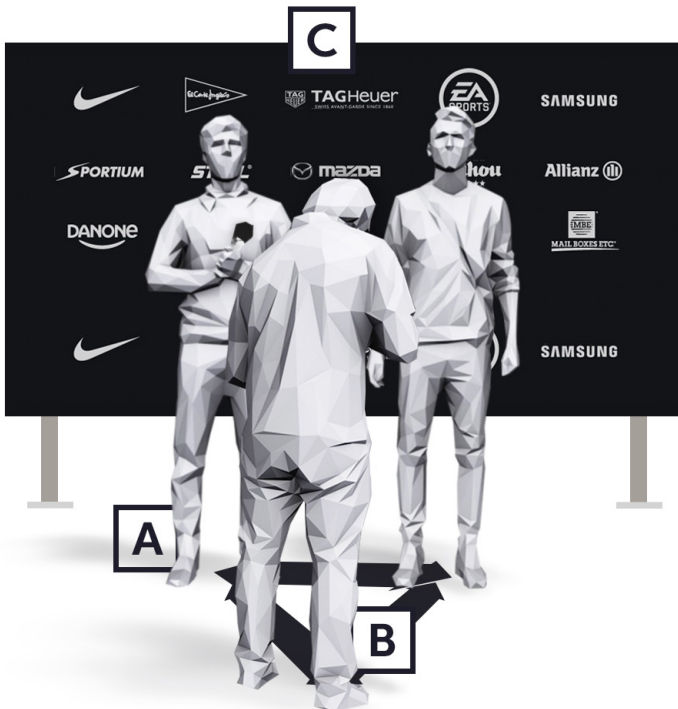
DESCRIPTION	
INTERVIEWEES	Players not selected, coaching staff or other people related to the Club
POSITION	Pitchside presentation position without LaLiga background
SCHEDULE	During the pre-match up to 5 minutes before the start of the match (in derby and extraordinary matches up to 15 minutes before the start of the match), half-time and post-match
DURATION	To be determined by the interviewee and journalist
PURPOSE OF THE INTERVIEW	The questions will normally refer to issues prior to the match to be played; where the Club and the star player agree, other current issues may be discussed. In the case of interviews with members of the coaching staff, as they are closer to the start of the match, questions can be asked about news in the line-up, for example.
MICROPHONE	Customisable
JORNALIST IN SHOT	Yes, next to the interviewee
IMAGE/STYLE	The position will be lit with lights that allow the interviews to be recorded without creating shadows and/or effects that distort the image. These interviews can be recorded ('false live') in that case, time references are avoided by the journalist and a background is chosen that does not suggest the time at which the interview was recorded (e.g., empty gradients, etc.)



SUPERFLASH POST-MATCH INTERVIEWS

DESCRIPTION	
INTERVIEWEES	A player from each team (in LaLiga Santander matches and Premium Liga 1/2/3 matches) LaLiga does not wish to superflash interview players who have been sent off to avoid potentially inappropriate statements.
POSITION	On the pitch with LaLiga background
SCHEDULE	At the end of the match
DURATION	Between 1 and 2 minutes
PURPOSE OF THE INTERVIEW	These interviews are included in the live Match Feed. The questions will refer to issues related to the match just played, the consequences of the result, or to sporting circumstances of the star themselves during the match. In these interviews, questions about issues other than the match that has just ended will be asked (e.g., next match or personal issues)
MICROPHONE	LaLiga
JOURNALIST IN SHOT	The interview begins with the player and the journalist in full shot, then moves to a tighter shot with a reference to the journalist
IMAGE / STYLE	The lighting of the stadium is sufficient for this type of interview and, in general, no additional lighting is added. The interviewee will be centred in front of the LaLiga background, approximately one metre from it to allow the interview to be recorded with the background. The journalist will be approximately one metre from the interviewee and the camera operator behind the journalist to offer a mid-shot of the interviewee with the journalist in tighter as a reference and always with the background image in view. The journalist starts the interview along the lines of: "We are with the star of 'team', with 'player name', and 'question'". At the end, "thank-you" is sufficient.

DESCRIPTIVE DIAGRAM: SEQUENCE 01



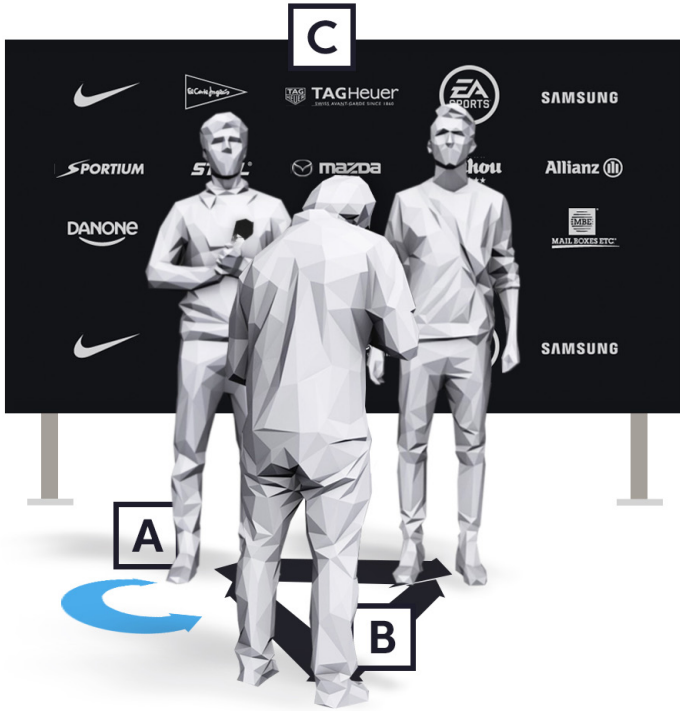
A	REPORTER - PLAYER	1 METRO
B	CAMERAMAN - PLAYER	1 METRO
C	REPORTER + PLAYER - TRASERA LaLiga	1 METRO





SUPERFLASH POST-MATCH INTERVIEWS

DESCRIPTIVE DIAGRAM: SEQUENCE 02

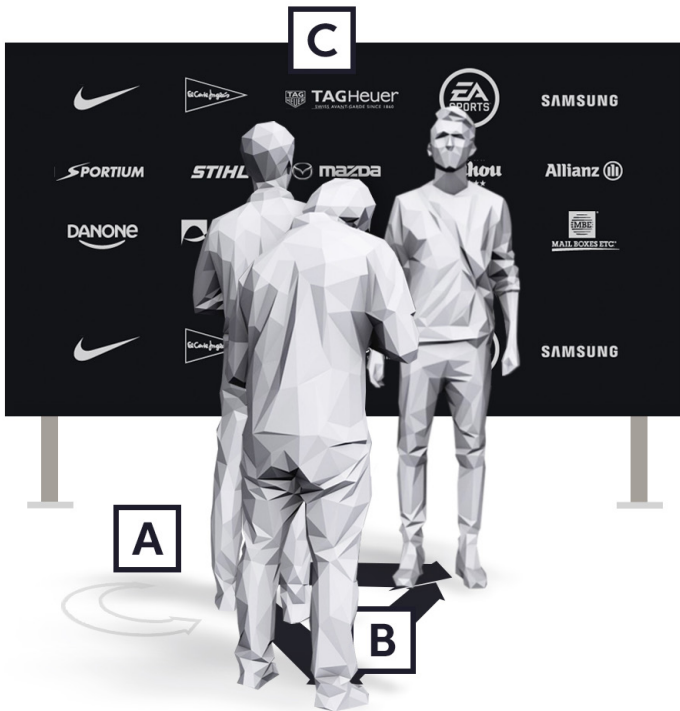


A	REPORTER - PLAYER	1 METRO
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B	CAMERAMAN - PLAYER	1 METRO
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C	REPORTER + PLAYER - TRASERA LaLiga	1 METRO
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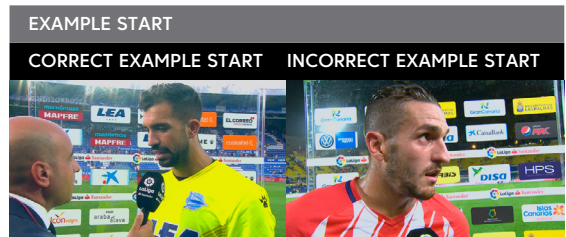
DESCRIPTIVE DIAGRAM: SEQUENCE 03



A	REPORTER - PLAYER	1 METRO
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B	CAMERAMAN - PLAYER	1 METRO
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C	PLAYER - TRASERA LaLiga	1 METRO
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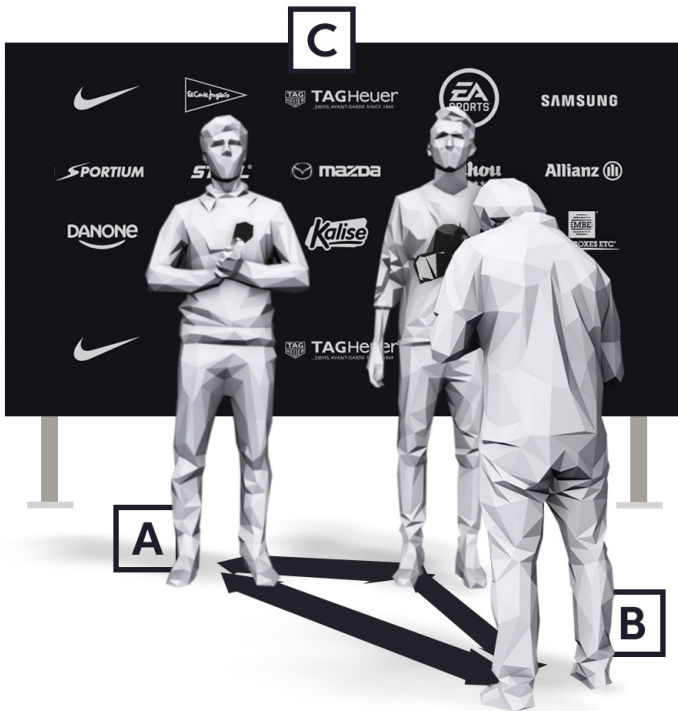




FLASH POST-MATCH INTERVIEWS WITH COACHES

DESCRIPTION	
INTERVIEWEES	Coaches of both teams. If the head coach was sent to the stands and doesn't want to appear, the assistant coach will do the interview.
POSITION	Flash zone with LaLiga background
SCHEDULE	At the end of the match, preferably before entering the changing rooms, up to five minutes later
DURATION	Between 1 and 2 minutes
PURPOSE OF THE INTERVIEW	These interviews are part of the Match Feed. The questions will refer to issues about the completed match. As there is more time, the questions may be more about issues related to the match, the consequences of the result, or to sporting circumstances of the star themselves related to the match.
MICROPHONE	LaLiga
JOURNALIST IN SHOT	The journalist is visible at the start and the end
IMAGE/STYLE	The position will be properly lit with additional lights (the camera's focus will not be used) to allow the interview to be recorded without creating shadows and/or effects that distort the image. The interviewee will be positioned in front of the LaLiga background in a central position and at a distance of approximately one metre from the panel allowing the interview to be recorded with the LaLiga background suitably visible. The camera operator will be approximately one metre away facing the interviewee. The journalist will be on one side of the camera. The start of the interview may be: "We are with 'name', coach of 'team', and 'question'". At the end, "thank-you" is sufficient.

DESCRIPTIVE DIAGRAM: SEQUENCE 01



A	REPORTER COACH	1 METRO
B	CAMERAMAN - COACH	1 METRO
C	REPORTER + COACH -TRASERA LaLiga	1 METRO

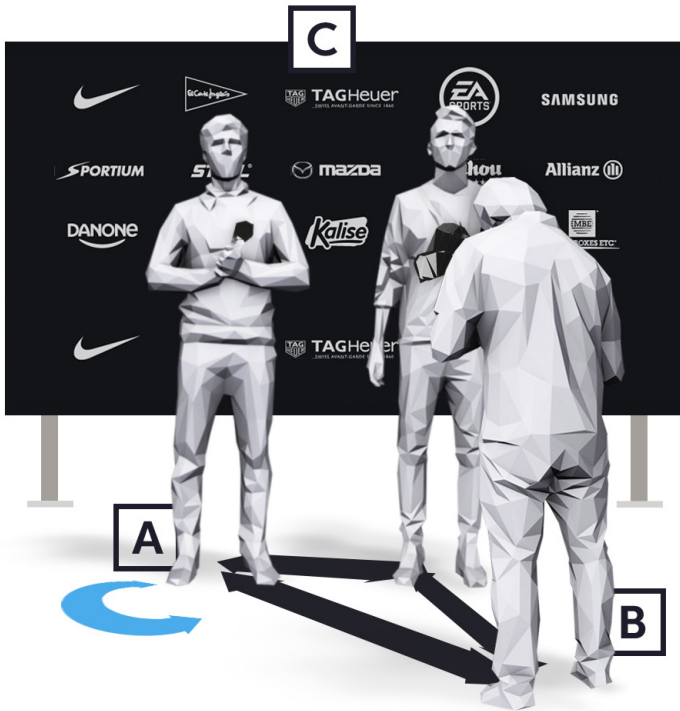


- i** (i) Lighting: the lighting should be appropriate. See the section 'Pre-match interviews with coaches' in which an example resulting from incorrect lighting is available.



FLASH POST-MATCH INTERVIEWS WITH COACHES

DESCRIPTIVE DIAGRAM: SEQUENCE 02

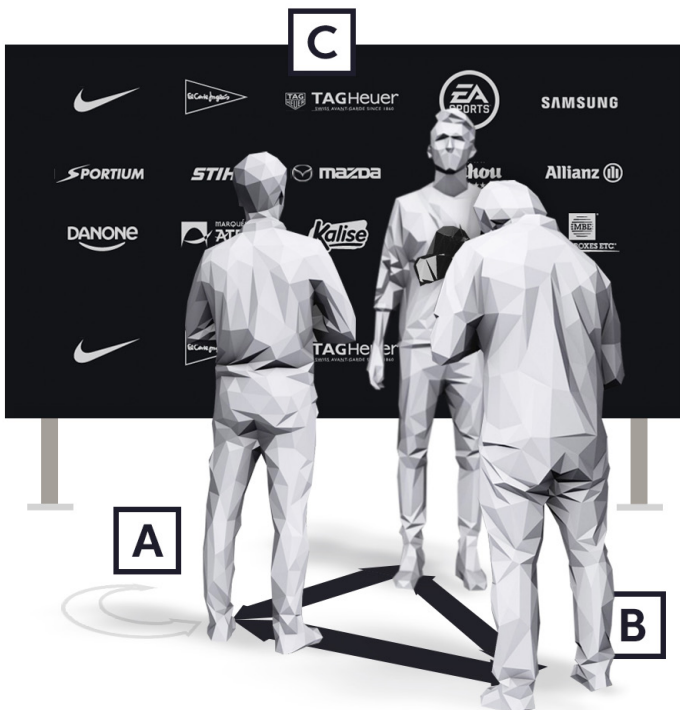


A	REPORTER - COACH	1 METRO
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B	CAMERAMAN - COACH	1 METRO
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C	REPORTER + COACH - TRASERA LaLiga	1 METRO
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DESCRIPTIVE DIAGRAM: SEQUENCE 03



A	REPORTER - COACH	1 METRO
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B	CAMERAMAN - COACH	1 METRO
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C	COACH - TRASERA LaLiga	1 METRO
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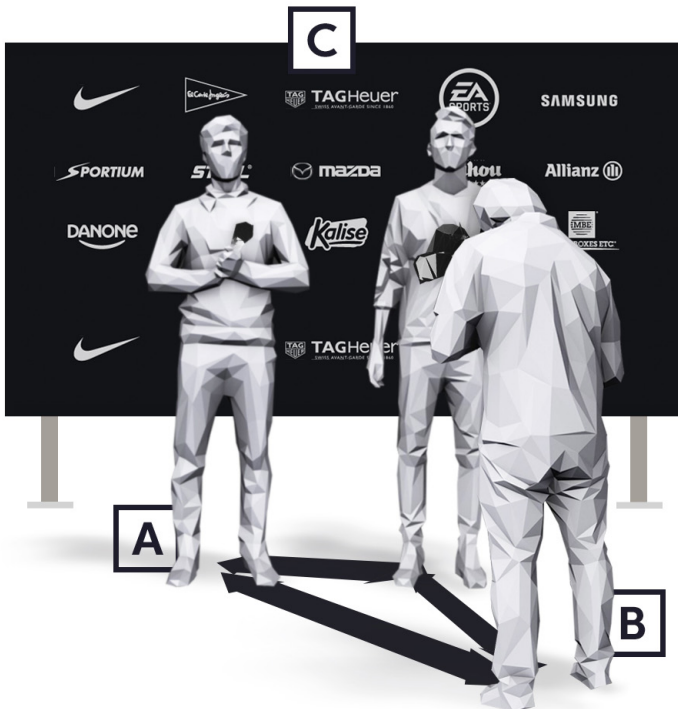




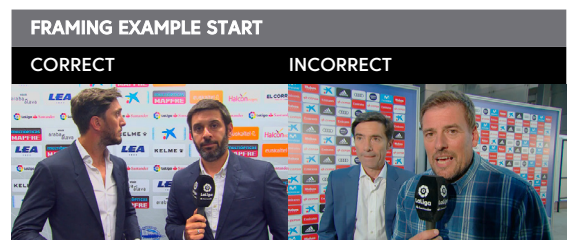
FLASH POST-MATCH INTERVIEWS WITH PLAYERS

DESCRIPTION	
INTERVIEWEES	Minimum of four players from each team for the main broadcaster (in LaLiga Santander) Minimum of two players from each team for the main broadcaster (in Premium LaLiga 1/2/3 matches) One player from each team for the other broadcasters
POSITION	Flash zone with LaLiga background
SCHEDULE	At the end of the match. The first two players up to 20 minutes later and the other players up to 30 minutes later. Note: At LaLiga Santander, the journalist doing the superflash interviews will move to the flash zone when the pitch interviews end to duplicate the flash position and streamline the interviews
DURATION	Between 2 and 3 minutes
PURPOSE OF THE INTERVIEW	The questions will refer to issues about the completed match. Three or four questions are made asked and may include a final question about their next match, their next LaLiga rival. One of these flash interviews with players who played in the match will be done in English.
MICROPHONE	Customisable
JOURNALIST IN SHOT	The journalist is visible at the start and the end
IMAGE/STYLE	The position will be properly lit with additional lights (the camera's focus will not be used) to allow the interview to be recorded without creating shadows and/or effects that distort the image. The interviewee will be positioned in front of the LaLiga background in a central position and at a distance of approximately one metre from the panel allowing the interview to be recorded with the LaLiga background suitably visible. The camera operator will be approximately one metre away facing the interviewee. The journalist will be on one side of the camera. The start of the interview may be: "We are with 'name', player of 'team', and 'question'". At the end, "thank-you" is sufficient.

DESCRIPTIVE DIAGRAM: SEQUENCE 01



A	REPORTER - PLAYER	1 METRO
B	CAMERAMAN - PLAYER	1 METRO
C	REPORTER + PLAYER - TRASERA LaLiga	1 METRO

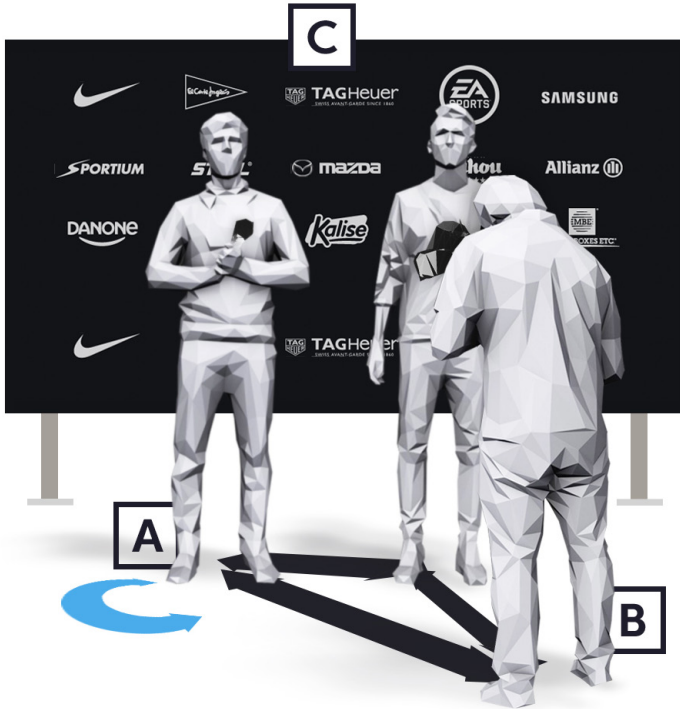


- i** (i) Lighting: the lighting should be appropriate. See the section 'Pre-match interviews with coaches' in which an example resulting from incorrect lighting is available.



FLASH POST-MATCH INTERVIEWS WITH PLAYERS

DESCRIPTIVE DIAGRAM: SEQUENCE 02

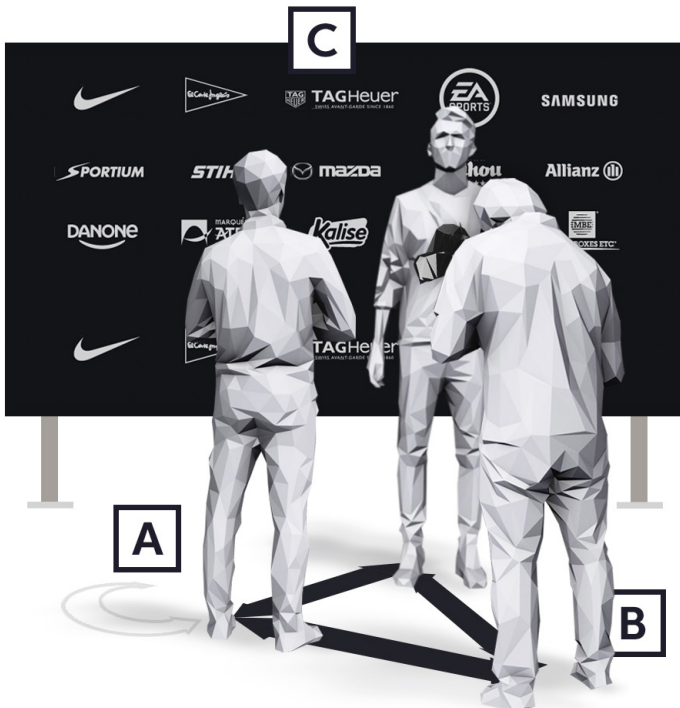


A	REPORTER - PLAYER	1 METRO
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B	CAMERAMAN - PLAYER	1 METRO
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C	REPORTER + PLAYER - TRASERA LaLiga	1 METRO
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DESCRIPTIVE DIAGRAM: SEQUENCE 03



A	REPORTER - PLAYER	1 METRO
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B	CAMERAMAN - PLAYER	1 METRO
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C	PLAYER - TRASERA LaLiga	1 METRO
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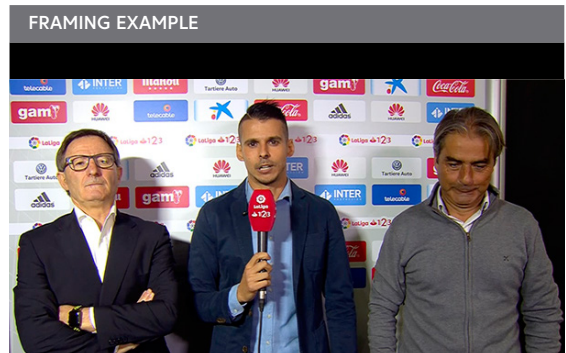
COACHES FACE-TO-FACE LALIGA123

DESCRIPTION	
INTERVIEWEES	Coaches of both teams at the same time
POSITION	Flash zone with LaLiga background
SCHEDULE	Between 5 and 10 minutes after the end of the match.
DURATION	Maximum of 4 minutes
PURPOSE OF THE INTERVIEW	It is a simultaneous interview with both coaches (Premium LaLiga 1/2/3 matches). The questions will refer to issues about the completed match and will alternate between both coaches. Questions that could alienate either coach will be avoided. The tone must be conciliatory and conflicts between them should not be encouraged and, as long as it is not necessary, they will not be asked about refereeing decisions.
MICROPHONE	LaLiga
JOURNALIST IN SHOT	Yes, between both interviewees
IMAGE / STYLE	The position will be properly lit with additional lights (the camera's focus will not be used) to allow the interview to be recorded without creating shadows and/or effects that distort the image. The two interviewees will be positioned in front of the LaLiga background with the journalist between them. The camera operator will be in front of them to offer an American shot of all three with the LaLiga panel in the background.

DESCRIPTIVE DIAGRAM



A	CAMERAMAN - REPORTER + COACHES	1 METRO
B	REPORTER + COACHES -TRASERA LaLiga	1 METRO



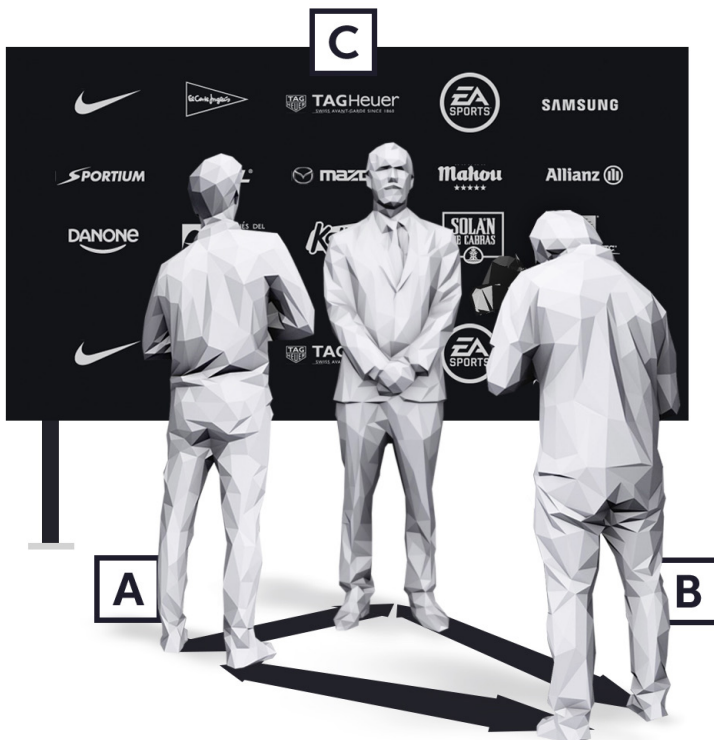
- i** (i) Lighting: the lighting should be appropriate. See the section 'Pre-match interviews with coaches' in which an example resulting from incorrect lighting is available.



BOX INTERVIEWS

DESCRIPTION	
INTERVIEWEES	Bosses and/or representatives of the Club. Interviews can also be requested from relevant characters of social, cultural, sports, etc. who are in the box
POSITION	Box zone with LaLiga background
SCHEDULE	Pre-match, half-time and post-match
DURATION	Between 1.5 and 2 minutes for each interview
PURPOSE OF THE INTERVIEW	The questions will refer to issues about the match to be played. To avoid inconveniencing the interviewees, before the interview they should be asked openly if they want to speak about some issue or not on which you have questions to see whether they want to speak about it.
MICROPHONE	Customisable
JOURNALIST IN SHOT	The journalist is visible at the start and the end
IMAGE/STYLE	The position will be properly lit with additional lights (the camera's focus will not be used) to allow the interview to be recorded without creating shadows and/or effects that distort the image. The interviewee will be positioned in front of the LaLiga background at a distance of approximately one metre from the panel allowing the interview to be recorded with the LaLiga background suitably visible. The camera operator will be approximately one metre away facing the interviewee. The interviewer will be next to the camera operator at one metre from the interviewee.

DESCRIPTIVE DIAGRAM



A	REPORTER - INTERVIEWEE	1 METRO
B	CAMERAMAN - INTERVIEWEE	1 METRO
C	INTERVIEWEE - TRASERA LaLiga	1 METRO



i (i) Lighting: the lighting should be appropriate. See the section 'Pre-match interviews with coaches' in which an example resulting from incorrect lighting is available.



GUIDELINES FOR CORRECT INTERVIEWS

PREPARATION

Preparation is key for correct interviews. It is very important to arrive in position in advance.

It is essential to know the most recent news of both teams, their classification and upcoming matches, available and non available players for the match, possible line ups, possible stars of the match (e.g. debut, return after injury, etc.).

This includes knowing players from both teams, their names, situation and any factor related to the match.

It is also important to use the correct nomenclatures when referring to each Club. Each Club has its history and characteristics and these must be known and correctly used.

FOLLOWING THE MATCH

It is essential to watch the whole match and be attentive to determining actions to be able to give a good interview.

REQUEST STARS

The request for stars is to be made through the press manager or person responsible on behalf of each Club.

MATCH DIRECTORS

The match directors, as representatives of LaLiga, are in contact with the Clubs from before the match and can help both the editors and the Clubs in coordinating interviews.

SHORT AND DIRECT QUESTIONS

The questions will revolve around the specific match. In no case will non-sporting aspects be included. The questions will be short and direct without giving opinion or assessment.

JOURNALIST CLOTHING

The journalist's clothing must be appropriate and based on the weather. Avoid clothes or very striking accessories and clothing that may cause 'moiré patterning' on camera.



Protocol for interviews and interventions of journalists

www.laliga.es





ANNEX II

Bid Forms



ANNEX II.1

Submission Form

SUBMISSION FORM

Invitation to Tender

Commercialisation of audiovisual rights of the Spanish Football League in Spain

1. CANDIDATE IDENTIFICATION DETAILS

Company Name

Registered office

Street

City/Municipality

Postcode

Country

Contact details

Name

Position

Telephone

E-mail

2. DOCUMENTATION RELATED TO GENERAL REQUIREMENTS

Indicate the documentation attached to this submission form with an 'X' (Note: You must provide information related to the three sections described below, with the purpose of accrediting compliance with the requirements set out in section 4.1.1 of the Invitation to Tender)

- Updated registration certificate in the Mercantile Registry of the Candidate, granted by the corresponding Mercantile Registry or equivalent document.
- Copy of the latest audited annual accounts of the Candidate and their parent company.
- When the Candidate is a Spanish tax resident or acts through a permanent establishment located in Spain or for any reason they are registered in the Spanish Taxpayers Registry or registered for Spanish Social Security, they must provide a certificate of being up to date with their tax obligations at the Tax Agency (AEAT) and Social Security. Both certificates must be issued by the AEAT and the General Treasury of the Social Security, respectively.

3. DOCUMENTATION REGARDING ECONOMIC AND FINANCIAL SOLVENCY REQUIREMENTS

(Note: You must provide information requested below with the purpose of accrediting compliance with the requirements set out in section 4.1.2 of the Procedure)

Annual turnover, as reflected in the Candidate's last three (3) audited annual accounts or their parent company (in euros):

4. DOCUMENTATION REGARDING TECHNICAL-PROFESSIONAL AND DISTRIBUTION REQUIREMENTS

Indicate the documentation attached to this submission form with an 'x' (Note: You may optionally provide information on any or all of the sections given below, with the purpose of accrediting compliance with the requirements set out in section 4.1.3 of the Procedure)

- Universal distribution of the audiovisual content within the Territory during the term of the contract. In particular, the Candidate must explain its distribution strategy for the Lot or Lots awarded, whether it will distribute the Lot on its own, or through a third party, or both.
- Description of subscribers/users spectrum to whom the audiovisual content is directed, establishing audience/users objectives to be achieved, providing an estimated quantitative objective per season, which may prove that the audiovisual content awarded will be accessible to as many end users as possible.



ANNEX II.2

Statement of
Responsibility Form

STATEMENT OF RESPONSABILITY FORM

Invitation to Tender
Commercialisation of audiovisual rights of the Spanish Football League in Spain

, with D.N.I. , in their of
(hereinafter, the "Candidate") and on behalf of this entity, as
well as being duly accredited for the power of representation attached to this
deed

DECLARES UNDER THEIR RESPONSIBILITY

That the Candidate:

(i) It has not been convicted by judgment for crimes of falsehood, against heritage and against socio-economic order, bribery, embezzlement, trafficking, disclosure of secrets, use of privileged information, crimes against the Treasury and Social Security, crimes against the rights of workers or crimes relating to the market and consumers.

The prohibition of contracting extends to legal persons whose directors or representatives, with their position or representation in force, are in an aforementioned situation due to actions carried out on behalf or for the benefit of these legal persons or in which the conditions, qualities or relationships that require the corresponding crime to be an active subject thereof.

(ii) They have not declared bankruptcy, nor declared insolvent in any procedure, nor been declared bankrupt, nor subject to judicial intervention or have not been disqualified in accordance with the Bankruptcy Law without having concluded the fixed disqualification period in the qualification statement of the bankruptcy.

(iii) Is up to date in compliance with tax or Social Security obligations imposed by the current provisions, in the terms regulating it.

(iv) Is up to date in complying with their expired, liquid and enforceable obligations with LaLiga.

Signed:

¹ Royal Legislative Decree 1/2020 of 5 May approving the consolidated text of the Bankruptcy Law or any equivalent legislation that replaces it.



ANNEX II.3

Economic Offer
Form



Economic Offer Form

Template to fill in with the amount offered in € for each Package:

Write the candidate's name here

Please fill in all seasons of each Package you may wish to bid for

Period 3 seasons (2022/23 to 2024/25)

OPTION A (3 seasons)			
	2022/23	2023/24	2024/25
Package A1			
Package A2			

OPTION B (3 seasons)			
	2022/23	2023/24	2024/25
Package B1			
Package B2			

OPTION B bis (3 seasons)			
	2022/23	2023/24	2024/25
Package B1 bis			
Package B2 bis			
Package B3 bis			

OPTION C (3 seasons)			
	2022/23	2023/24	2024/25
Package C1			
Package C2			

OPTION C bis (3 seasons)			
	2022/23	2023/24	2024/25
Package C1 bis			
Package C2 bis			
Package C3 bis			

OPTION D (3 seasons)			
	2022/23	2023/24	2024/25
Package D1			
Package D2			

OPTION D bis (3 seasons)			
	2022/23	2023/24	2024/25
Package D1 bis			
Package D2 bis			
Package D3 bis			

Period 4 seasons (2022/23 to 2025/26)

OPTION A (4 seasons)				
	2022/23	2023/24	2024/25	2025/26
Package A1				
Package A2				

OPTION B (4 seasons)				
	2022/23	2023/24	2024/25	2025/26
Package B1				
Package B2				

OPTION B bis (4 seasons)				
	2022/23	2023/24	2024/25	2025/26
Package B1 bis				
Package B2 bis				
Package B3 bis				

OPTION C (4 seasons)				
	2022/23	2023/24	2024/25	2025/26
Package C1				
Package C2				

OPTION C bis (4 seasons)				
	2022/23	2023/24	2024/25	2025/26
Package C1 bis				
Package C2 bis				
Package C3 bis				

OPTION D (4 seasons)				
	2022/23	2023/24	2024/25	2025/26
Package D1				
Package D2				

OPTION D bis (4 seasons)				
	2022/23	2023/24	2024/25	2025/26
Package D1 bis				
Package D2 bis				
Package D3 bis				

Period 5 seasons (2022/23 to 2026/27)

OPTION A (5 seasons)					
	2022/23	2023/24	2024/25	2025/26	2026/27
Package A1					
Package A2					

OPTION B (5 seasons)					
	2022/23	2023/24	2024/25	2025/26	2026/27
Package B1					
Package B2					

OPTION B bis (5 seasons)					
	2022/23	2023/24	2024/25	2025/26	2026/27
Package B1 bis					
Package B2 bis					
Package B3 bis					

OPTION C (5 seasons)					
	2022/23	2023/24	2024/25	2025/26	2026/27
Package C1					
Package C2					

OPTION C bis (5 seasons)					
	2022/23	2023/24	2024/25	2025/26	2026/27
Package C1 bis					
Package C2 bis					
Package C3 bis					

OPTION D (5 seasons)					
	2022/23	2023/24	2024/25	2025/26	2026/27
Package D1					
Package D2					

OPTION D bis (5 seasons)					
	2022/23	2023/24	2024/25	2025/26	2026/27
Package D1 bis					
Package D2 bis					
Package D3 bis					

Observations:



ANNEX III

Compliance Form



CUESTIONARIO DE PETICIÓN DE INFORMACIÓN SOBRE LA ENTIDAD
QUESTIONNAIRE FOR INFORMATION ABOUT THE ENTITY

1. DATOS DE CONTACTO/*CONTACT DETAILS*

Empresa/*Entity*

C.I.F. /*Tax Identity Code -VAT Number*

Domicilio/*Address*

Web

Fecha de constitución/*Date of incorporation*

Nacionalidad/*Nationality*

Número de empleados/*Number of employees*

% Empleados Fijos/*% Permanent Employees*

Objeto social/ *Corporate Purpose*

Persona de Contacto/*Contact Person*

Nombre/*Name:*

Apellidos/*Surname:*

Cargo/*Position:*

Teléfono/*Telephone:*

Email:

DNI/*ID Number:*

2. DOCUMENTACIÓN DE LA ENTIDAD/ DOCUMENTS OF THE ENTITY

Documentos públicos que acrediten su existencia y contengan su denominación social, forma jurídica, domicilio, la identidad de sus administradores, estatutos y número de identificación fiscal. En caso de empresas españolas, será admisible a estos efectos, Certificación del Registro Mercantil. En caso de empresas no españolas, dicho documento público debe ser legalizado mediante apostilla de la Haya o, en su caso, anotación que certifique la autenticidad de la firma por la Embajada Española.

A

Public documents (granted before Notary) of the entity which verify its existence, corporate name, legal form, domicile, administrator's identity, corporate statues, and tax identity code. In the case of Spanish Entities, a Certification of the Commercial (Mercantile) Registry will be enough. In the case of non-Spanish entities, this public document must be legalized by an apostille of the Hague or, if applicable, an annotation certifying the authenticity of the signature by the Spanish Embassy.

Poder de la persona que actúa en nombre de la Empresa y que firma el presente formulario. En caso de empresas no españolas, dicho documento público debe ser legalizado mediante apostilla de la Haya o, en su caso, anotación que certifique la autenticidad de la firma por la Embajada Española.

B

Powers of the person who acts on behalf of the entity and signs the present questionnaire. In case of non- Spanish entities, this public document must be legalized by an apostille of the Hague or, if applicable, an annotation certifying the authenticity of the signature by the Spanish Embassy.

Certificado de Residencia Fiscal a Efectos del Convenio para evitar la doble imposición suscrito entre España y el país de residencia de la Entidad. En caso de no existir dicho Convenio, aportar Certificado de residencia fiscal.

C

Tax residency certificate within the meaning of the Residence country of the entity and Spain Double Tax Convention. In the absence of the Convention, provide tax residence certificate.

Poder de la persona que actúa en nombre de la Empresa y que firma el presente formulario. En caso de empresas no españolas, dicho documento público debe ser legalizado mediante apostilla de la Haya o, en su caso, anotación que certifique la autenticidad de la firma por la Embajada Española.

D

Powers of the person who acts on behalf of the entity and signs the present questionnaire. In case of non- Spanish entities, this public document must be legalized by an apostille of the Hague or, if applicable, an annotation certifying the authenticity of the signature by the Spanish Embassy.

- DNI/ *ID number.*
 - Tarjeta de Residencia/ *Residency Card.*
 - Pasaporte/ *Passport.*
 - E** Tarjeta de Identidad de Extranjero/ *Foreigner Identification Card.*
- (Es necesario que el documento incorpore fotografía/ *It is necessary that the document includes a photo*)
-

- F** *Certificados emitidos por la Agencia Tributaria y la Seguridad Social, de encontrarse al corriente de sus obligaciones tributarias y de seguridad social.
- *Certificate issued by the Tax Agency to be aware of the tax obligations.*
-

- G** *Certificado de titularidad de cuenta bancaria.*
- Certification of the bank account ownership.*
-

- H** Últimas cuentas anuales formuladas, aprobadas y, en su caso, presentadas ante el Registro correspondiente, si procede, junto con el preceptivo Informe de auditoría financiera, según corresponda.
- Last annual accounts drafted, approved and, where appropriate, submitted to the corresponding Registry, if applicable, together with the mandatory Financial Audit Report, as applicable.*
-

- I** Declaración Responsable acerca del titular real de la Entidad, que deberá ir en papel de la sociedad y firmada por el representante legal. (Anexo I) En caso de empresas españolas, Acta notarial de manifestaciones sobre la determinación del titular real de la empresa, en los términos que establece el artículo 4 de la Ley 10/2010, de 28 de abril, de Prevención del Blanqueo de Capitales y de la Financiación del Terrorismo.
- Responsible Declaration about de Ultimate Beneficial Owner issued in the official paper of the entity and signed by its legal representative. (Annex I) For Spanish Entities, Notarial deed of manifestations about the real ownership of the Entity, in the terms established in article 4 of Law 10/2010, of April 28th, on Prevention of Money Laundering and Financing of Terrorism. In the case of non-Spanish entities, responsible declaration of the ultimate beneficial ownership.*
-

3. CUESTIONARIO/ QUESTIONNAIRE

ACCIONISTA/S O SOCIO/S -SHAREHOLDER/S

Denominación social/
Legal Name

País/
Country

Participación (%)/
Ownership (%)

Pregunta 1:

¿Ocupa o ha ocupado alguno de los beneficiarios últimos, accionistas, directivos, miembros de los órganos de administración y/o representación de la Entidad o sus familiares cercanos cargos o funciones públicas en España u otro país?

Question 1:

Does any of the ultimate beneficial owners, shareholders, officers, members of the board of directors or any other management and/or representative body of the Entity or their close relatives hold (or have held) a public position in Spain or other country?

Sí/Yes

No

En caso afirmativo, indicar los cargos y la duración/ *Indicate, in such case, the positions and duration.*

Pregunta 2:

¿Tiene conocimiento de haberse presentado contra la Sociedad que representa o contra cualquiera de sus beneficiarios últimos, accionistas (bien persona jurídica o física), administradores (o miembros de los órganos de administración y/o representación de la Entidad) o directivos, alguna denuncia por infracción de norma penal o investigación de alguna agencia reguladora o Administración Pública en los últimos 5 años?

Question 2:

Do you know if a complaint of criminal law or investigation by any Regulatory Agency or Public Administration has been filed within the past 5 years against the Entity or against any of its ultimate beneficial owners, shareholders (legal entities or individuals), administrators (or members of the board of directors or any other management and/or representative body) or directors?

Sí/Yes

No

En caso afirmativo, por favor, provea detalles de los casos, así como las medidas correctivas y de mitigación llevadas a cabo/ *Indicate in such case remedial and mitigation measures already taken.*

Pregunta 3:

¿Cotiza su Empresa o alguna de las entidades en la estructura del grupo, en su caso, en algún mercado regulado?

Question 3:

Is your Entity or any of the entities in the group structure, in such case, listed in a regulated stock exchange?

Sí/Yes

No

En caso afirmativo, indicar el país/ *If so, please state the country.*

Pregunta 4:

¿Está su Empresa participada por alguna entidad pública?

Question 4:

Is you Entity state owned?

Sí/Yes

No

En caso afirmativo, indicar el nombre y el porcentaje/ *If so, please state the name and percentage.*

Pregunta 5:

¿Dispone su Empresa de un sistema de cumplimiento?

Question 5:

Does your Entity have a compliance system in place?

Sí/Yes

No

En caso afirmativo, rogamos provea detalles del mismo/ *If so, please provide further details.*

Pregunta 6:

Por favor indique cuales de los siguientes elementos forman parte del sistema de cumplimiento.

Question 6:

Please indicate which of the following elements are part of the compliance system:

- a. Código ético/*Code of ethics*
- b. Canal de Denuncias para poder informar de posibles riesgos e incumplimientos del Código Ético y/o de cualquier actuación que pudiera ser considerada antijurídica o delictiva, de la que se tenga conocimiento o sospecha/*Whistleblower channel Whistleblower channel to be able to report possible risks and breaches of the Code of Ethics and/or any action that could be considered unlawful or criminal, of which there is knowledge or suspicion.*
- c. Mapa de riesgos / *Compliance Risk Maps*
- d. Sistema de gestión de los recursos financieros adecuado para impedir la comisión de delitos o cualquier otra irregularidad de tipo normativo, operacional o de gestión / *Adequate financial resources management system to prevent the commission of crimes or any other regulatory, operational or management irregularity.*
- e. Sistema disciplinario a través del cual se sancionen los incumplimientos del Programa de Compliance/*Disciplinary system through which breaches of the Compliance Program are sanctioned*
- f. Planes de Formación /*Training Plans*
- g. Sistema de revisión periódica del Programa de cumplimiento, al objeto de realizar una verificación periódica del mismo y de su eventual modificación, corrección o mejora en su eficacia/*Periodic review system of the Compliance Program, in order to carry out a periodic verification of the same and its eventual modification, correction or improvement in its effectiveness.*
- h. Órgano de la persona jurídica con poderes autónomos de iniciativa y control (Compliance Officer o Departamento de Cumplimiento) / *Body of the legal entity with autonomous powers of initiative and control (Compliance Officer or Compliance Department)*

i. Protocolos, políticas o procedimientos que regulan la adopción de decisiones y ejecución de las mismas por parte de la entidad/ *Protocols, policies or procedures that regulate the adoption of decisions and their execution by the entity*

Anticorrupción/ *Anti-Corruption*

Antisoborno / *Anti- Bribery*

Conflictos de Interés/ *Conflicts of Interest*

Regalos e invitaciones/ *Gifts & hospitality*

Compras / *Procurement*

Prevención de Blanqueo de Capitales y Financiación de Terrorismo / *Prevention of money laundering and fight against terrorist financing*

Gastos / *Travel & Expenses*

Otros (por favor, especifique cuáles) / *Others (please specify):*

Por favor, provea una copia de los mismos / *Please provide a copy of those available.*

Pregunta 7:

¿Ha establecido y documentado su Entidad un sistema de selección y evaluación de sus propios terceros?

Question 7:

Does your Entity perform any identification and evaluation procedure on your own third- parties?

Sí/Yes

No

En caso afirmativo, rogamos provea detalles del mismo/ *If so, please provide further details.*

Pregunta 8:

¿Dispone la Entidad de una póliza de seguro que cubra responsabilidad civil?

Question 8:

Does the Entity have a corporate civil insurance policy?

Sí/Yes

No

En caso afirmativo, rogamos adjunte copia de la misma/ *If so, please provide a copy.*

Pregunta 9:

¿Tiene alguno de los beneficiarios últimos, accionistas, miembros de los órganos de administración o empleados de la Entidad (incluyendo sus familiares cercanos) algún tipo de relación o interés personal, profesional, económico o de otra índole con alguna de las entidades de la Organización LaLiga?

Question 9:

Do any of the ultimate beneficiaries, shareholders, members of the administrative bodies or employees of the Entity (including their close relatives) have any type of personal, professional, economic or other kind relationship or interest in any entity of LaLiga's Group?

Sí/Yes

No

En caso afirmativo, rogamos provea detalles del mismo/ *If so, please provide further details.*

Pregunta 10:

¿El proveedor tratará datos de carácter personal de la entidad contratante?

Question 10:

Will the supplier process personal data on behalf of the contracting entity?

Sí/Yes*

No

En caso afirmativo, rogamos provea detalles del mismo/ *If so, please provide further details.*

* En caso afirmativo, la Organización LaLiga se reserva el derecho a solicitar información adicional sobre protección de datos y seguridad de la información a través de los medios que considere oportunos.

** If so, LaLiga's Group reserves the right to request additional information on data protection and information security through the means it deems appropriate.*

Comentario/ Comment:

Por favor, indique a continuación cualquier otra cuestión que considere oportuna/*Please provide here any other relevant information.*

4. DECLARACIONES/ DECLARATIONS

I. El Declarante confirma que él/ella (por favor seleccione una de las dos opciones) / The Declarant confirms that he/she (please select one option):

a. Ha leído y se adhiere al Código de Conducta de Terceras Partes de la Organización LaLiga/ *has read and adheres to the Third Parties Code of Conduct of LaLiga Organization*


b. La Entidad a la que representa dispone de un código de conducta integrado en su Modelo o Programa de Compliance, que está alineado con el de la Organización LaLiga y que contempla las mejores prácticas nacionales e internacionales / *the Entity he/she represents has a code of conduct integrated into its Compliance Model or Program, which is aligned with the Third Parties Code of Conduct of LaLiga Organization and that includes the best national and international practices.*

II. El Declarante confirma que la actividad económica o profesional de la entidad a la que representa y los fondos o medios de pago que se emplean en la misma, son lícitos.
The Declarant confirms that the economic or professional activity of the entity he/she represents, and the funds or means of payment used therein, are legal.

III. El Declarante confirma que la información y/o documentación arriba proporcionada es verdadera y exacta. En caso de producirse alguna modificación en la información y/o documentación proporcionada, el Declarante se compromete a comunicarlo lo antes posible.
The Declarant confirms that the above information and/or documentation is true and accurate. In the event the information and/or documents provided may change, the Declarant undertakes to notify it as soon as possible.

Nombre y Apellidos del Declarante y Representante Legal/Name and Surname of the Declarant and Legal Representative	Firma/ Signature	Fecha Firma/ Date
--	------------------	-------------------

Nº DNI-Pasaporte / ID-Passport :



¹ Entidades que forman parte de la Organización LaLiga: Liga Nacional de Fútbol Profesional; Fundación LaLiga; Sociedad Española de Fútbol Profesional S.A.U.; Servicios, Infraestructuras y Mantenimiento en el Deporte S.L.U.; La Liga (USA) Inc; La Liga South Africa Proprietary Limited; Beijing Spanish Football League Consulting Co., Ltd.; Liga Nacional de Fútbol Profesional FZE; LaLiga Singapore Pte.Ltd.; y el resto de las entidades mayoritaria o íntegramente participada por LaLiga, con independencia de su ubicación geográfica.

² LaLiga's Group entities: Liga Nacional de Fútbol Profesional; Fundación LaLiga; Sociedad Española de Fútbol Profesional S.A.U.; Servicios, Infraestructuras y Mantenimiento en el Deporte S.L.U.; *La Liga (USA) Inc; La Liga South Africa Proprietary Limited; Beijing Spanish Football League Consulting Co., Ltd.; Liga Nacional de Fútbol Profesional FZE; LaLiga Singapore Pte.Ltd.; and other companies fully or partially owned by LaLiga today and in the future, regardless of their geographic location.*