



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

REQUEST FOR OFFERS – 4 March 2025

BELGIUM & LUXEMBOURG

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## 1. INTRODUCTION

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

LALIGA, as the organising body of the Spanish Football League (First and Second Division), is the entity in charge of jointly marketing the audiovisual rights of the football clubs ("**Clubs**") participating in the Competition (as defined below).

LALIGA's prestige has surmounted national boundaries. There is an increasing worldwide interest in the Competition and LALIGA stirs passion among football fans. This is the reason why LALIGA aims at achieving an authentic audiovisual experience for fans outside Spain. This entails a powerful high-quality broadcast equipped with the latest audiovisual technology.

To this end, LALIGA has produced this **Request for Offers ("RFO")**, available on LALIGA's website<sup>1</sup>.

The RFO summarises the audiovisual content offered in Belgium and Luxembourg, the rules to submit a bid or bids ("**Bid(s)**") by any interested and/or potential bidder ("**Bidder(s)**"), the Bid evaluation process and its subsequent award process.

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

## 2. DESCRIPTION OF LICENSED RIGHTS OFFERED

### 2.1. LICENSED RIGHTS

LALIGA invites all interested Bidders to submit Bids for the acquisition of the following content ("**Licensed Rights**"), including:

- i) All matches of the Competition, including:
  - All matches of **First Division of the Spanish Football League**, currently known as "**LALIGA EA SPORTS**";
  - all matches of the **Second Division of the Spanish Football League**, currently known as "**LALIGA HYPERMOTION**"; and
  - all **Play-Off Matches of the Spanish Football League**.

Jointly and hereafter, the "**Competition**".

- ii) Support Programs, currently including:
  - Pre-Season LALIGA;
  - LALIGA World;
  - LALIGA Show;

<sup>1</sup> The RFO is available at: <https://www.laliga.com/en-ES/audiovisual-rights/international-rights>.

- Post-Season LALIGA;
  - LALIGA EA SPORTS Highlights Show;
  - Special programs on “ElClásico”;
  - Special programs about the Competition;
  - Incomplete Highlights;
  - VIVA LALIGA Friday edition;
  - VIVA LALIGA Monday edition; and
  - any other alternative or substitute Support Program to be produced and delivered by LALIGA.
- iii) **Clips Package**, short extracts from the matches of and about the Competition.
- iv) **LALIGATV Channel**, a continuous 24/7 feed fully produced in HD; and
- v) **LALIGA’s Content Hub**, a digital portal fully dedicated to providing audiovisual content of the Competition, with the aim to promote the transmissions of the Competition in the Territories.

## 22. DISTRIBUTION FORMAT

With exception of Section 2.7., the Licensed Rights may be transmitted on free-to-air and/or pay TV, and through any distribution format (i.e., terrestrial, cable, satellite, Internet -including Apps and OTTs-, etc.).

## 23. TERRITORIES

The territories included in this RFO cover the following territories (the “Territories”):

Territories
1. Belgium
2. Luxembourg (non-exclusive)

## 24. SEASONS

Up to five (5) seasons<sup>2</sup>, including Seasons **2026/27, 2027/28, 2028/29, 2029/30** and **2030/31**. Jointly and each, the “Season(s)”.

## 25. EXCLUSIVITY

The Licensed Rights included in this RFO related to **Belgium** are offered on an **exclusive** basis, without prejudice of Section 2.7. of this RFO.

<sup>2</sup> For further details, please see Section 3.3 below.

The Licensed Rights included in the RFO related to **Luxembourg** are offered on a **non-exclusive** basis, without prejudice of Section 2.7. of this RFO.

## 26. TENTATIVE CALENDAR

For information purposes, the estimated kick-off times of LALIGA's matches played during weekends (including Fridays and Mondays<sup>3</sup>) is:

- First Division: Fridays at 9pm (CET, "**Central European Time**"); Saturdays at 2pm (CET), 4.15pm (CET), 6.30pm (CET) and 9pm (CET); Sundays at 2pm (CET), 4.15pm (CET), 6.30pm (CET), and 9pm (CET); and Mondays at 9pm (CET).
- Second Division: Fridays at 9pm (CET); Saturdays and Sundays, at 2pm (CET), 4pm (CET), 6pm (CET), 8pm (CET) and 8.30pm (CET).
- "Play-offs": Wednesdays and Sundays, at 8pm (CET) and 10pm (CET).

In August, kick-off times may be delayed, and matches may be played between 7pm (CET) and 11pm (CET).

Exceptionally, matches may be played on weekdays (between Tuesday and Thursday). The estimated kick-off times for those matches are Tuesdays, Wednesdays and Thursdays between 7.30pm (CET) and 10pm (CET).

LALIGA will inform the Bidder who has successfully been awarded the Licensed Rights (the "**Successful Bidder**") of the matches that will be played on each match-round. This information will be provided as soon as the draw for the official calendar is ready. The official calendar is usually ready before the beginning of each Season.

LALIGA reserves the right to modify any dates and kick-off times of any of the Competition matches.

## 27. EXCLUDED RIGHTS AND USE OF IMAGES BY LALIGA AND THE CLUBS

Licensed Rights not expressly granted on this RFO, pursuant to Section 2.1., shall be deemed excluded. LALIGA reserves the right to commercialise such excluded rights at a later stage. Excluded from the Licensed Rights from RFO, but not limited to, are the following:

- i) Content available via *streaming* for the purpose of betting.
- ii) Transmission via radio.
- iii) Commercial use of data, statistics and/or any other similar content.
- iv) Transmission of the signal in outdoor spaces, without prejudice to the rights granted to the Successful Bidder to transmit any audiovisual rights in public establishments (i.e. pubs, restaurants, hospitals, schools, etc.).
- v) Authorisation of license and use of digital collectibles with blockchain technology for its purchase via Web, mobile or mobile platforms, which among others, may include a remarkable sequence of remarkable images of match footage involving any of the Clubs of the Competition.

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

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

- i) Club official channels, including but not limited to:
  - a. Transmission of the matches played on a delayed basis upon completion of each match round;
  - b. images of the match played by the Club in each match round with a maximum duration of ninety seconds (90") once the match has ended; and
  - c. additional images/footage for a maximum duration of 90 seconds (90") for a total of three minutes (3') of the match played by the Club in each round to be transmitted from the end of the last match of that day of the rounds.
- ii) Webs, Apps & official museums of Clubs: including transmission of images of the matches played by the Club in each round with a maximum duration of three minutes (3') to be transmitted from the end of the last match of that day of the round.
- iii) Clubs official accounts/profiles on social networks: including transmission of images of the match played by the Club in each match round on its own official account/profile social networks with a maximum duration of ninety seconds (90"), to be transmitted from Tuesday at 10am (CET), when the Club has played a match at the weekend, and from Friday at 10am (CET), when the Club has played a match on a weekday. The use of these images will be limited to the promotion of the Competition, the matches played by the Club, the promotion of attendance to stadiums and the visibility of the television channels where the match is broadcast.
- iv) News Access: Transmission of extracts for their subsequent licence to TV operators and/or news agencies operating at a multinational level, for their inclusion in news programs, without prejudice to the right and obligation of the Successful Bidder to supply such extracts to third parties in its respective country for transmission on general information programs, to the extent that it is established in its jurisdiction.
- v) Images of LALIGA within the stadiums, not part of the matches (no-match footage) but only via their Club channel(s) and/or on their official websites, official applications, official Club museums and any official use (e.g., exhibitions).
- vi) Archive footage of the Competition, thirty (30) days after the end of any of the referred relevant Season or on June 30<sup>th</sup> of the corresponding calendar year of each respective Season, whichever is earlier, jointly exploited with the Successful Bidder.
- vii) Short clips of certain matches of the Competition in multiple territories (to be published 24 hours after the completion of any given match round), as well as the use of the Clips Package and transmission of the Second Division, on LALIGA's official platforms.

## 28. TRANSMISSION CONDITIONS

The Successful Bidder is required to adhere, among others, to the following transmission obligations:

- For First Division matches on a linear basis on its main platform:

- i) Transmission of at least three (3) matches in full length per each match round, two (2) of which must be at least transmitted on a live basis.
- ii) Transmission of "LALIGA Highlights Show" or any other Support Program that may replace this specific one in the future, and/or another highlight program produced by the Successful Bidder, to be transmitted in full length no later than 24 hours from the completion of each round.
- iii) Transmission of the Support Program "LALIGA Show" and/or "LALIGA World" both in full length, or any programs that may replace them in the future.

Additionally, all First Division matches shall be transmitted in full length on a live basis via Internet on the designated Websites, designated Apps and/or the designated OTT.

- For Second Division matches on a linear basis in any of the designated platforms, designated Apps and/or designated OTT:
  - i) Transmission of at least one (1) match in full length on a live basis per each match round.
  - ii) Transmission of the Support Program "LALIGA Second Division Highlights".
- For Play-Off matches: transmission must take place on a linear basis and on any designated platforms and/or designated OTT of at least half (three (3) out of six (6) of the matches in full length.

## 2.9. LICENSED RIGHTS FEATURES

All matches, Support Programs and LALIGA TV Channel will be delivered by LALIGA in HD quality as the minimum production standard.

## 2.10. MARKETING AND PROMOTION

Subject to the applicable law in the Territories, in order to give the maximum publicity and notoriety to the Competition, the Successful Bidder undertakes, as is the case in other competitions with similar characteristics, to incorporate in their transmissions opening and closing sequences of official sponsors and programming promotions of the matches to be transmitted.

## 2.11. INFORMATION CONDITIONS

LALIGA will request from the Successful Bidder its collaboration to increase the visibility and relevance of the Competition. The Successful Bidder must comply with certain information conditions with the aim of assuring adequate exploitation of the Licensed Rights and gaining knowledge of the evolution of the audiovisual market in each Territory.

The Successful Bidder must provide the following information within thirty (30) days after the completion of any given Match round or upon request of LALIGA –whichever is earlier<sup>4</sup>:

- i) Audience figures for each match, broken down into age, gender within each Territory. This information will be submitted for each signal distribution system.

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<sup>4</sup> The Successful Bidder will be responsible for any possible costs connected to these obligations.

For linear transmission, the Successful Bidder must provide the average audience per match and the number of viewers that watch the match at any time during its transmission.

For OTT's audience figures, the Successful Bidder must provide figures related to intervals of consumption.

- ii) Monthly subscribers' figures of platforms where the matches are being transmitted in each Territory, including low and high users, and applicable multi-device policies.
- iii) Publicly available retail prices paid by end consumers that have access to the Licensed Rights included in this RFO.
- iv) List of carriage agreements between the Successful Bidder and third-party platforms.

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

### 3. PROCEDURE FOR THE SUBMISSION OF BIDS

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

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

Bidders will be responsible for all their costs connected to the Bid Forms and its Annexes submitted in response to this RFO regardless of whether or not they are awarded the Licensed Rights.

A Bid must include: **(i)** one (1) Registration Form and **(ii)** one (1) Economic Offer Form (together the "**Bid Forms**").

#### 3.1. REGISTRATION FORM

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

- i) Bidder's identification details (company name, business address, city and country).
- ii) Contact details of the person who represents the Bidder (name, position, telephone, e-mail).
- iii) Name and details of the bank the Bidder offers to LALIGA as financial guarantee.
- iv) Evidence of fulfilment of the general requirements.
- v) Evidence of fulfilment of technical-professional criteria.



- vi) Additional remarks, if appropriate.

### 3.2. GENERAL REQUIREMENTS AND TECHNICAL-PROFESSIONAL CRITERIA

#### 3.2.1. GENERAL REQUIREMENTS

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

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

#### 3.2.2. TECHNICAL-PROFESSIONAL CRITERIA

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

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

### 3.3. ECONOMIC OFFER FORM

In the Economic Offer Form, as consideration for the Licensed Rights described in Section 2.1 above, the Bidder must make at least a Bid for three (3) Seasons.

The Bidder may also make an additional Bid for four (4) and/or five (5) consecutive Seasons.

For the avoidance of doubt, if the Bidder wishes to submit several economic offers for different terms (i.e., three (3), four (4) and/or five (5) Seasons), they must be included within the same Economic Offer Form, indicating an economic offer for each Season.

For the avoidance of doubt, the Bidder may submit a Bid for the Territory of Belgium only. Or, if interested, the Bidder can make an additional Bid including its interest in Luxembourg, adding this Territory on a non-exclusive basis. It is not possible to submit a Bid for this RFO including only Luxembourg on a non-exclusive basis.

### 3.4. BID SUBMISSION

Bidders will submit their respective Bids using the Registration Form and the Economic Offer Form ("**Bid Forms**"), following the timeline described in Section 3.5 below.

The Bid Forms and the requested documentation must be sent by e-mail to the following email "[audiovisualrights@laliga.es](mailto:audiovisualrights@laliga.es)", duly identified with the following subject: "*BID OF [OPERATOR/INTERMEDIARY/OTHER] FOR THE EXPLOITATION OF LICENSED RIGHTS IN BELGIUM & LUXEMBOURG*".

Acknowledgement of receipt will be sent to each Bidder from "[audiovisualrights@laliga.es](mailto:audiovisualrights@laliga.es)".

The maximum size of all files enclosed on one e-mail should not exceed 20MB. If your documentation exceeds 20MB, please send your documentation in several e-mails, which must be received in the electronic mailbox "[audiovisualrights@laliga.es](mailto:audiovisualrights@laliga.es)" no later than the deadline for the submission of the Bid Forms, as set out in the timeline provided in Section 3.5 below.

Management and access to the mailbox "[audiovisualrights@laliga.es](mailto:audiovisualrights@laliga.es)" will take place following strict rules of transparency and objectivity.

### 3.5. TIMELINE

The timeline for the submission of Bids is the following:

DATE	MILESTONE
4 March 2025	<ul style="list-style-type: none"> <li>- Publication of the RFO on LALIGA's website (<a href="https://www.laliga.com/en-ES/audiovisual-rights/international-rights">https://www.laliga.com/en-ES/audiovisual-rights/international-rights</a>).</li> <li>- Invitation to the most relevant operators and intermediaries in the audiovisual sector</li> <li>- Information to specialised media</li> </ul>
4 April 2025 by 12 noon CET	Deadline for the submission of the Bids Forms (including the Registration Form and the Economic Offer Form)
4 April 2025 after 12 noon CET	<ul style="list-style-type: none"> <li>- Evaluation of general requirements (Section 3.2.1) and technical-professional criteria (Sections 3.2.2), included in the Registration Form</li> <li>- In case there is a rectifiable error or omission, a term will be opened to make the necessary amendments (see paragraph below)</li> </ul>

	- In case the information provided in the Registration Form is correct (i.e. it has no rectifiable errors or omissions), the Economic Offer Form will be assessed, and, when appropriate, provisionally awarded
<b>10 April 2025 by 12 noon CET</b>	End of the term for making amendments to rectifiable errors or omissions
<b>10 April 2025 after 12 noon CET</b>	Evaluation of the Economic Offer Form(s) and provisional award (in the event that there are no previous rectifiable errors or omissions)
<b>Up to five (5) working days after provisional award, or a longer term indicated by LALIGA</b>	Signature of binding agreement

LALIGA will offer all interested Bidders the possibility to make written queries **until 18 March 2025 by 12 noon CET** in order to clarify any point related to this RFO. Queries must be sent by e-mail to "[audiovisualrights@laliga.es](mailto:audiovisualrights@laliga.es)" and will be answered by LALIGA by **25 March 2025**. Answers will be posted on LALIGA's website<sup>5</sup>, respecting the confidentiality of information that may be commercially sensitive.

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

## 4. EVALUATION PROCESS

### 4.1. EVALUATION OF BIDS

Following the timeline provided in Section 3.5 above, once the deadline for the submission of Bids has expired, access to the mailbox "[audiovisualrights@laliga.es](mailto:audiovisualrights@laliga.es)" will take place in order to check the number of Bids received and the number of Seasons covered. The evaluation process will be as follows:

- First, the Registration Form will be assessed, i.e., checking the compliance with the general requirements and the technical-professional criteria, as indicated in Sections 3.2.1 and 3.2.2 above.
- If LALIGA observes rectifiable errors or omissions in the documentation provided by the Bidder, it will inform the Bidder as soon as possible by e-mail. The Bidder must make the necessary amendments within the term indicated in Section 3.5 above.

<sup>5</sup> Q&A will be at: <https://www.laliga.com/en-ES/audiovisual-rights/international-rights>.

- Once LALIGA has checked that the Bidder meets the general requirements and the technical-professional criteria, the Economic Offer Form(s) will be evaluated. The highest economic offer per Season will be the main criteria for choosing the Bidder.
- When similar economic offers are submitted, an exhaustive evaluation of which Bidder meets best the technical-professional criteria, as described in Section 3.1.2, will be carried out and longer duration Bids will be assessed positively, to resolve any tie.

Notwithstanding the above, LALIGA reserves the right to suspend and/or cancel this RFO if the outcome of the RFO and/or market conditions so require, and especially, if LALIGA becomes aware of possible collusive practices or other anticompetitive practices.

#### **4.2. PROVISIONAL AWARD**

The Bidder(s) chosen by LALIGA will provisionally be awarded the exploitation of the Licensed Rights included in this RFO. LALIGA will inform about the provisional award and will also inform non-successful Bidders that their Bid has not been chosen.

The final award is subject to **(i)** the signature of a license agreement by LALIGA with the Successful Bidder **(ii)** the delivery of appropriate financial guarantees and **(iii)** the provision of the compliance documentation required by LALIGA.

Should LALIGA not receive satisfactory Bid(s), LALIGA will start a second or successive Bid rounds, or may cancel this RFO. In such cases, LALIGA may also change the exclusivity applicable to the Licensed Rights established for this RFO, if necessary.

#### **4.3. COMPLIANCE DOCUMENTATION AND ACCESS TO THE LALIGA'S THIRD PARTY RISK MANAGEMENT ONLINE PLATFORM**

In the context of best practices with regard to relationships between LALIGA and third parties and for the purpose of complying with the requirements established in Law 10/2010, of 28 April, on the Prevention and Money Laundering and the Financing of Terrorism and its Regulation, only when LALIGA has decided on the provisional award of the Licensed Rights, the Successful Bidder must complete an online questionnaire and provide the information requested by LALIGA's Compliance department.

LALIGA's Compliance department must validate all information provided by the Successful Bidder prior to the signature of the license agreement. A brief guideline will be provided with all information on how to register to LALIGA's third party risk management online platform.

#### **4.4. SIGNATURE OF A BINDING AGREEMENT**

The term established by this RFO for the signature of a binding agreement with the Successful Bidder, on the basis of the Template of License Agreement, will be within five (5) working days from the provisional award or a longer term indicated by LALIGA.

## 5. GENERAL CONDITIONS

### 5.1. OBLIGATION OF COLLABORATION IN INTEGRITY

The Successful Bidder acknowledges and agrees that they share a common interest in protecting the Competition organised by LALIGA from threats to its integrity which represent: **(i)** match fixing and corruption linked to betting and **(ii)** breach of LALIGA's betting rules by participants.

To this end, the Successful Bidder expresses its clear willingness to provide, as permitted by the applicable regulations, reasonable assistance and cooperation to LALIGA in matters related to integrity.

### 5.2. OBLIGATIONS OF COLLABORATION TO PREVENT AUDIOVISUAL FRAUD

The Successful bidder and LALIGA shall work together and collaborate to prevent illegal distribution and unauthorized access to the programming, including providing broadcasting information, combating illegal streaming, unauthorized commercial use, and unauthorized transmissions by third parties. the successful bidder agrees to identify, take appropriate measures, protect its CDN or satellite distribution and deactivate unauthorized users using, among other technologies; watermarking or fingerprint security systems, including but not limited to Successful Bidder's obligation to prevent unauthorized access from outside each Territory by using anti-VPN technologies, implementing security measures like multi-factor authentication and robust tokens, and using the HDCP protocol. In addition, the Successful Bidder must take all necessary steps to identify the source of illegal content, prevent unauthorized re-transmission or re-distribution of the programming, including regular and periodic changes in encryption codes, and implementing DRM technologies. Within this context, the Successful Bidder acknowledges that if it fails to act, LALIGA can take necessary steps at the Successful Bidder's expense. Likewise, LALIGA can conduct several security assessments and analyses per season on the successful bidder's anti-piracy measures, so the Successful Bidder agrees to collaborate and provide necessary information, including access credentials. the costs for the security assessments will be shared equally by successful bidder and LALIGA. The Successful Bidder must provide detailed information about the steps taken to comply with these security measures upon LALIGA's request.

The Successful Bidder shall ensure that any sublicense agreement related to LALIGA content includes an obligation for each sublicensee to embed its own signal in the broadcast feed. This signal must be uniquely identifiable and traceable to the sublicensee to ensure proper monitoring and control of the distribution of LALIGA content. Sublicensee shall be responsible for maintaining the integrity of the signal throughout the transmission and must implement all necessary technical measures to prevent its removal or alteration.

Furthermore, if the Successful Bidder provides any set-top boxes to its customers, it must ensure that these devices are configured to prevent the installation of apps outside of official app stores, specifically Google Play or the Apple App Store. The Successful Bidder must block the functionality for installing APK files or any other unauthorized software, ensuring that only apps available from the authorized sources are permitted for installation on the set-top box.

Pursuant to the applicable European rules or those that may be applicable during the term of the binding agreement with the Successful Bidder, as it is the case of Regulation (EU) 2017/1128 of the European Parliament and the Council, of 14 June 2017, on cross-border portability of online content services in the internal market (“**Portability Regulation**”), a subscriber to portable online content services which resides in a Territory within the European Economic Area (EEA) may have access to such content with temporarily visiting another Member State. In this sense, with regard to the Portability Regulation, the binding agreement between LALIGA and the Successful Bidder will include mechanisms to verify that the residence of subscribers of an online content service is located in each Territory.

### **5.3. OBLIGATION OF COLLABORATION IN THE COMMUNICATION, PROMOTION, ADVERTISING AND DIGITAL STRATEGY OF LALIGA**

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

### **5.4. COMPLETE AGREEMENT**

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

### **5.5. LIABILITY**

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

### **5.6. CONFIDENTIALITY**

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

The Bidder undertakes to keep confidentiality of the content of this RFO, its Bid relating to this RFO and the content of the license agreement. Confidentiality shall survive the termination of this RFO or the Bidder’s involvement therein.

### **5.7. OTHER LEGAL CONDITIONS**

By participating in the RFO and/or submitting a Bid, each Bidder agrees to be bound by the terms and conditions of this RFO and the template of license agreement to be provided. This RFO shall be interpreted in a manner that is consistent with such template of license agreement.

### **5.8. APPLICABLE LAW**

The RFO process is subject to and construed in accordance with the laws of Spain.

## 5.9. CONFLICT RESOLUTION

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

## 6. QUERIES

Any query related to this RFO may be sent to: [audiovisualrights@laliga.es](mailto:audiovisualrights@laliga.es).

