



INTERNATIONAL COMMERCIALISATION OF AUDIOVISUAL RIGHTS OF THE SPANISH FOOTBALL LEAGUE

REQUEST FOR OFFERS – 22 JULY 2026

CERTAIN EUROPEAN TERRITORIES – SECOND DIVISION

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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 **(i)** Second Division of the Spanish Football League and **(ii)** Play-Off Matches to promote to the First Division.

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 launches and publishes this **Request for Offers** for certain European countries (hereinafter, the "**RFO**"), available on LALIGA's website¹.

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

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 (hereinafter jointly referred to as the "**Licensed Rights**"):

- i) **All Matches of the Second Division of the Spanish Football League**, currently known as "**LALIGA HYPERMOTION**" ("**Second Division**").
- ii) **All Matches of the Play-Off to promote to the First Division of the Spanish Football League** ("**Play-Off Matches**")

The Second Division and the Play-Off Matches shall together be referred to as the "**Competition**". Each relevant match of the Competition shall be referred to as a "**Match**", and collectively as the "**Matches**".

- iii) **Support Content**, currently including a suite of multimedia and audiovisual materials for Bidder's use and transmission within the Territory, such as archive footage (including audio-visual recordings of images of the programming of the Competition, owned and controlled by LALIGA, exclusively from season 2015/2016 until June 30, 2026), selected evergreen feature content, programs from previous Seasons, and highlights of the Competition (hereinafter, the "**Support Content**").

2.2. REGIME OF EXPLOITATION

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

The Licensed Rights are transmitted, on an exclusive basis², on a pay and/or free-to-air basis through any authorised distribution format.

The Successful Bidder may sub-license the Licensed Rights to any third party in the Territory, subject to LALIGA's prior written approval, which shall not be unreasonably withheld or declined.

3. DISTRIBUTION FORMAT

The Licensed Rights shall be transmitted in accordance with Section 2 above, and through any distribution format (i.e., terrestrial, cable, satellite, Internet -including Apps and OTTs, etc.).

4. TERRITORY

The territory included in this RFO covers the countries listed in the table below (jointly, the **"Territory"**).

Country
1. Republic of Croatia
2. Republic of Cyprus
3. Kingdom of Denmark
4. Republic of Estonia
5. Republic of Finland
6. Republic of France
7. Hellenic Republic
8. Republic of Iceland
9. Republic of Latvia
10. Principality of Liechtenstein (non-exclusive)
11. Republic of Lithuania
12. Grand Duchy of Luxembourg (non-exclusive)
13. Kingdom of Norway
14. Republic of Poland
15. Republic of Slovenia
16. Kingdom of Sweden
17. Principality of Monaco
18. Principality of Andorra (non-exclusive)

² Except the Grand Duchy of Luxembourg, the Principality of Liechtenstein and the Principality of Andorra, which will be licensed on a non-exclusive basis.

5. SEASONS

The RFO covers Seasons 2026/2027 and 2027/2028, jointly and each, the “**Season(s)**”.

6. TENTATIVE CALENDAR

For information purposes, the estimated kick-off times of LALIGA’s Matches played during weekends (including Fridays and Mondays) are: Fridays at 8.30pm (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 8.30pm (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.

7. EXCLUDED RIGHTS AND USE OF IMAGES BY LALIGA AND THE CLUBS

Licensed Rights not expressly granted under this RFO, pursuant to Section 2, shall be deemed excluded. LALIGA reserves the right to commercialise such excluded rights at a later stage. The following rights are excluded from the Licensed Rights under this RFO, including but not limited to:

- 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) Transmission of the Matches of the Competition through virtual reality methods.
- vi) 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 sequence of remarkable images of Match footage involving any of the Clubs of the Competition.

In addition, and without prejudice to the exclusivity regime established in Section 2 above, LALIGA and the Clubs may use the Matches and certain images of the Matches of the Competition as follows:

- a) Club official channels, including but not limited to:
 - (i) transmission of the Matches played on a delayed basis upon completion of each Match round;
 - (ii) images of the Matches played by the Club in each Match round with a maximum total duration of ninety seconds (90'') once the Match has ended; and
 - (iii) 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 Match round to be transmitted from the end of the last Match of that day of the rounds.
- b) 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.
- c) 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 social network accounts/profiles 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.
- d) News Access: Transmission of extracts for their subsequent license 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.
- e) 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).
- f) Archive footage of the Competition, jointly exploited with the Successful Bidder. Archive Footage for LALIGA's use includes footage produced before the start of the Seasons of this RFO, as well as footage produced during the Seasons of this RFO (the latter only being used and exploited by LALIGA thirty (30) days after the end of any of the referred relevant Season or on June 30th of the corresponding calendar year of each respective Season, whichever is earlier).
- g) Short clips of Matches of the Competition produced by LALIGA and licensed to the Successful Bidder and third parties in the Territory, as well as transmitted on LALIGA's official platforms.

8. TRANSMISSION CONDITIONS

The Successful Bidder is required to transmit all Matches per each Match round, in full length and on a

live basis.

The Successful Bidder shall transmit such provided signal without alteration. LALIGA may include in the delivered feed graphics, virtual advertising, commercial elements and/or LALIGA official sponsor branding incorporated at the source of production, subject to the applicable laws of each part of the Territory.

9. LICENSED RIGHTS FEATURES

All Matches and the Support Content will be delivered by LALIGA in HD quality as the minimum production standard. LALIGA (or its designated provider) will supply access to the signal on a market-price basis, while the Successful Bidder bears all technical costs related to its exploitation of the Licensed Rights.

10. MARKETING AND PROMOTION

Subject to the applicable law in each country included in the Territory, 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 its transmissions opening and closing sequences of official sponsors and programming promotions of the Matches.

11. INFORMATION CONDITIONS

LALIGA will request from the Successful Bidder its collaboration to increase the visibility and relevance of the Competition. LALIGA is particularly interested in understanding and assessing the actual impact and audience demand for the Second Division in the Territory, with a view to maximising the future value of the Competition and its Clubs. Therefore, 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 of the Competition in the Territory.

The Successful Bidder must provide the following information, separately for each country(ies) included in the Territory, within thirty (30) days after the completion of any given Match round or upon request of LALIGA – whichever is earlier³:

- i) Audience figures for each Match (when applicable), broken down into countries, age and gender. This information will be submitted for each signal distribution system.

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

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

- ii) Monthly subscribers' figures of platforms where the Matches are being transmitted, including minimum and maximum users, active users and applicable multi-device policies.

³ The Successful Bidder will be responsible for any possible costs connected to these obligations.

- 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.

12. 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 above.

The submission of a Bid entails full and strict adherence to the terms of this RFO. Each Bid submitted by each Bidder must be considered firm, unconditional and irrevocable, and Bidders may not submit Bids conditional upon the occurrence of certain events. The Bidder shall be bound by its Bid for a period of ninety (90) days from the receipt of the Bid by LALIGA, regardless of whether such Bid is made within the first round or any subsequent rounds of this RFO.

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

A Bid must include at least **(i)** one (1) Registration Form and **(ii)** one (1) Proposal Offer Form (together the “**Bid Forms**”).

12.1 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 proposed by the Bidder to issue or provide the relevant financial guarantee to LALIGA.
- iv) Evidence of fulfilment of the General Requirements set out in Section 12.2.1. of this RFO.
- v) Evidence of fulfilment of Technical-Professional Criteria set out in Section 12.2.2. of this RFO.
- vi) Additional remarks, if appropriate.

12.2. GENERAL REQUIREMENTS AND TECHNICAL-PROFESSIONAL CRITERIA

12.2.1 General Requirements

The Bidder must provide the following documentation (the “**General Requirements**”):

- (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.

12.2.2 Technical-Professional Criteria

The Bidder must provide the following technical-professional documentation (the “**Technical-Professional Criteria**”):

- (iv) General description of the Bidder as a broadcaster and, if the Bidder is an intermediary, general description of its activities;
- (v) Description of other competitions of which the Bidder exploits audiovisual rights and most significant properties within its sports portfolio; and
- (vi) technical means that the Bidder uses for the transmission of Licensed Rights, solvency and professional experience in the audiovisual sector.

12.3 PROPOSAL OFFER FORM

The Proposal Offer Form shall include a comprehensive Distribution Strategy Plan setting out their proposed approach to the exploitation of the Licensed Rights in the Territory (the “**Distribution Strategy Plan**”), including:

- (i) **Coverage and distribution reach:** addressable households, market penetration, estimated audience, effective availability and platforms included.
- (ii) **Quality and credibility of the distribution plan:** Robustness of new distribution models, such as OTT, digital and mobile exploitation, third-party arrangements and actual implementation capacity.
- (iii) **Guaranteed broadcast throughout the Territory:** Effective transmission of all Matches of the Competition in the Territory, ideally, accessible in all countries comprising the offered Territory.
- (iv) **Promotion, marketing and positioning:** Marketing campaigns, cross-promotion, local adaptation and positioning of the Competition within the Bidder’s portfolio.

If interested, Bidders may include in their Proposal Offer Forms the following additional items:

- (v) **Economic Offer:** an economic offer as consideration for the Licensed Rights described in Section 2 above (the “**Economic Offer**”).
- (vi) **Other commercial proposals:** any additional commercial offer for exploitation of the Licensed Rights in the Territory, including revenue-sharing or similar arrangements.
- (vii) **Minimum marketing investment:** Minimum amount committed by Bidder to promote the

Competition in the Territory.

Bidders shall submit Bid(s) covering both Seasons included in this RFO (i.e. Seasons 2026/27 and 2027/28).

Where submitted, the Economic Offer will constitute a financial consideration for the Licensed Rights pursuant to Section 13. The quality, credibility and overall robustness of the Distribution Strategy Plan shall remain the primary factor in LALIGA's evaluation of the proposal, particularly for the purposes of determining the Successful Bidder.

The Bidder may submit separate individual Bid(s) for one or more countries included in the Territory, or alternatively submit Bid(s) for the whole Territory. For the avoidance of doubt, a Bid for one (1) country shall not be conditional upon the award of any Bid submitted for another country or other countries within the Territory. Any condition of this nature shall be deemed void and not to have been included.

For the avoidance of doubt, the submission of an Economic Offer, other commercial proposals and/or a minimum marketing investment is optional. Failure to submit any such additional items shall not result in the exclusion of the Bidder or the inadmissibility of its Bid, but may affect only the allocation of the additional bonus point described in Section 13.1.

The optional additional items may be taken into account only after the assessment of the Distribution Strategy Plan and shall not undermine the primary importance of the qualitative criteria set out in items (i) to (iv).

12.4 BID SUBMISSION

Bidders shall submit their respective Bids by filing the corresponding Bid Forms in accordance with the timeline set out in Section 12.5 below.

The Bid Forms and the requested documentation must be sent by e-mail to the following email "audiovisualrights@laliga.es", duly identified with the following subject: "*BID OF [BIDDER] FOR THE EXPLOITATION OF LICENSED RIGHTS OF THE SECOND DIVISION IN CERTAIN EUROPEAN TERRITORIES*".

Acknowledgement of receipt will be sent to each Bidder from "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" no later than the deadline for the submission of the Bid Forms, as set out in the timeline provided in Section 12.5 below.

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

12.5 TIMELINE

The timeline for the submission of Bids is the following:

DATE	MILESTONE
22 July 2026	- Publication of the RFO on LALIGA's website (https://www.laliga.com/en-ES/audiovisual-rights/international-rights).

DATE	MILESTONE
	- Invitation to the most relevant operators and intermediaries in the audiovisual sector - Information to specialised media
5 August 2026 by 12 noon CET	Deadline for the submission of the Bid(s) (including the Registration Form and the Proposal Offer Form)
5 August 2026 after 12 noon CET	- Evaluation of the General Requirements (Section 12.2.1) and Technical-Professional Criteria (Section 12.2.2) included in the Registration Form, and of the Distribution Strategy Plan included in the Proposal Offer Form (Section 12.3) - In case there is a rectifiable error or omission, a period will be granted to make the necessary amendments (see paragraph below) - In case the information provided in the Registration Form is correct (i.e. it has no rectifiable errors or omissions), the Proposal Offer Form will be assessed, and, when appropriate, provisionally awarded
7 August 2026, by 12 noon CET	End of the term for making amendments to rectifiable errors or omissions
7 August 2026, after 12 noon CET	Evaluation of the Proposal Offer Form(s) and provisional award (in the event that there are previous rectifiable errors or omissions)
Up to five (5) working days after provisional award, or a longer term indicated by LALIGA	Signature of binding agreement

LALIGA will offer all interested Bidders the possibility to make written queries **until 29 July 2026, 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" and will be answered by LALIGA by **31 July 2026**. Answers will be posted on LALIGA's website⁴, 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 Q&A will be at: <https://www.laliga.com/en-ES/audiovisual-rights/international-rights>.

13. EVALUATION PROCESS

13.1. EVALUATION OF BIDS

Following the timeline provided in Section 12.5 above, once the deadline for the submission of Bids has expired, access to the mailbox “audiovisualrights@laliga.es” will take place in order to check the number of Bids received. 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 12.2.1 and 12.2.2.
- If LALIGA observes rectifiable errors or omissions in the documentation provided by the Bidder, it will inform the Bidder as soon as possible. The Bidder must make the necessary amendments within the term indicated in Section 12.5.
- Once LALIGA has checked that the Bidder meets the General Requirements and the Technical-Professional Criteria, the Proposal Offer Form will be evaluated on the basis of objective and transparent criteria relating to the quality, credibility and strategic value of each proposal, with a view to enhancing the distribution, presence and audience of the Competition across the Territory.
- In particular, LALIGA will assess the Proposal Offer Form awarding the Bidder a maximum score of **ten (10) points**, with the possibility of awarding up to **one (1) additional bonus** (for optional items from (v) to (vii)), as indicated below

	Description	Points
(i) Coverage and distribution reach	Addressable households, market penetration, estimated audience, effective availability and platforms included.	4.50
(ii) Quality and credibility of the distribution plan	Robustness of new distribution models, such as OTT, digital and mobile exploitation, third-party arrangements and actual implementation capacity.	3.00
(iii) Guaranteed broadcast throughout the Territory	Effective transmission of all Matches of the Competition in the Territory, ideally accessible in all countries comprising the offered Territory.	1.50
(iv) Promotion, marketing and positioning	Marketing campaigns, cross-promotion, local adaptation and positioning of the Competition within the Bidder's portfolio.	1.00
Total		10.00

	Description	Points
(v) Economic Offer	Economic Offer, payment structure and payment security.	0.40
(vi) Other economic or commercial proposals	Other commercial proposals submitted by the Bidder for the exploitation of the Licensed Rights of the Competition in the Territory, including revenue-sharing models or similar structures.	0.30
(vii) Minimum marketing investment	Minimum economic amount committed for the promotion of the Competition in the Territory.	0.30
Total		1.00

- LALIGA may award the Licensed Rights to the Bid or Bids obtaining the highest overall score, up to a maximum of eleven (11) points including any applicable bonus point.

In the event of a tie in points, preference shall be given to the Bid obtaining the highest combined score in **(a)** coverage and distribution reach and **(b)** guaranteed broadcast throughout the Territory covered by the relevant Bid.

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

13.2 PROVISIONAL AWARD

The Bidder(s) chosen by LALIGA will be provisionally awarded the exploitation of the Licensed Rights in the Territory. LALIGA will inform Bidders of 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.

LALIGA reserves the right not to award the Licensed Rights under this RFO for one, some or all the countries included in the Territory. Should LALIGA not receive satisfactory Bid(s) for one, some or all the countries included in the Territory, LALIGA will start a second or successive Bid rounds, or may cancel this RFO exclusively for such countries. In such cases, LALIGA may also change the exploitation regime of the Licensed Rights established for this RFO for one or more countries and/or invite the Bidders to submit additional Bids (in case of second or successive rounds).

13.3 COMPLIANCE DOCUMENTATION AND ACCESS TO 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 of money laundering and terrorist financing, 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.

13.4. SIGNATURE OF A BINDING AGREEMENT

The binding agreement with the Successful Bidder, based on the template license agreement to be provided by LALIGA, shall be signed within five (5) working days from the provisional award, provided that the conditions set out in Sections 13.2 and 13.3 are met or within a longer period indicated by LALIGA.

14. INFORMATION ON THE PROCESSING OF PERSONAL DATA

LALIGA hereby informs representatives who sign any of the documents requested by LALIGA, pursuant to Section 12 of this document, as well as the contact persons identified therein, that their personal and professional contact details will be processed by LALIGA for the purpose of maintaining the existing contractual relationships between the parties.

The legal basis legitimizing the processing of the data subjects' data is the legitimate interest of LALIGA and the Bidder in maintaining commercial relations with the legal entity to which the data subjects provide their services, in accordance with Article 19.1(b) of Organic Law 3/2018 of 5 December on the Protection of Personal Data and the Guarantee of Digital Rights.

The personal data covered by this Section may be disclosed to public administrations and bodies only where required by applicable legislation. Similarly, they may be disclosed to external auditors for the fulfilment of the legal obligations applicable to LALIGA and the Bidder. Apart from these cases, the data will not be disclosed to any third party, nor will any international data transfers take place.

The data being processed will be retained for the duration of any contract signed between LALIGA and the Bidder and, where applicable, thereafter for as long as contact and any commercial relations are maintained.

Once this period has expired, LALIGA and the Bidder shall keep the data duly blocked for as long as necessary to address any potential liabilities that may arise from its processing.

LALIGA and the Bidder undertake to communicate the content of this clause to employees whose personal data may be processed, expressly informing them that they may at any time exercise their rights of access, rectification, erasure, objection, not to be subject to automated decision-making and to restrict processing, as well as to data portability, by writing to LALIGA or sending an email to the following address: derechos@laliga.es.

It should also be noted that if the data subject is not satisfied with the exercise of their rights or with the processing of their data, they may lodge a complaint with LALIGA's Data Protection Officer (dpo@laliga.es) or with the Spanish Data Protection Agency via its website www.aepd.es.

15. GENERAL CONDITIONS

15.1 OBLIGATION OF COLLABORATION IN INTEGRITY

The Successful Bidder acknowledges and agrees that it shares with LALIGA 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.

15.2 OBLIGATIONS OF COLLABORATION TO PREVENT AUDIOVISUAL FRAUD

As detailed in the following sub-sections, the Successful Bidder will be responsible for ensuring that the awarded Licensed Rights are exclusively accessible from the Territory and will undertake to implement at least the following security measures in case it decides to broadcast through any digital platform: application of DRM ("**Digital Rights Management**") systems, key rotation, systems and measures for the prevention of image and audio capture, key differentiation between different audio and video qualities, anti-VPN and geo-blocking systems (application level and CDN level), signal marking at source, two-factor authentication measures, CDN signal tagging, visible watermarking for user identification ("**fingerprint**"), validation of payment methods where the content is not broadcast free-to-air, protection measures at CDN level (CAS – "**Conditional Access System**"), as well as implementing measures to verify the location of their subscribers.

Furthermore, the Successful Bidder undertakes to implement all necessary measures to prevent the copying, storage, rebroadcasting, conservation or delivery of any of the audiovisual content, whether live or on-demand (Live/VoD), covered by this RFO in the event that it decides to broadcast the signal through a digital platform.

In any case and at the request of LALIGA, the Successful Bidder must collaborate with LALIGA by providing information and documentation that will allow the location of points and sources of unauthorised retransmission, as well as the marking of the signal at source for certain territories.

15.2.1 GENERAL OBLIGATIONS

Successful Bidder acknowledges and undertakes to collaborate efficiently with LALIGA's audiovisual anti-fraud policy in order to prevent access to, illegal dissemination and non-consensual public communication and/or transmission of the Licensed Rights, and to actively cooperate in the provision of information aimed at detecting or facilitating unauthorised access to the Licensed Rights. Successful Bidder shall collaborate with LALIGA to prevent and combat audiovisual fraud and digital piracy by implementing the measures set out in this Section (or, at a minimum, measures no less effective than those applied by Successful Bidder in the distribution of other premium sporting events), always subject to applicable laws.

- (i)** all forms of distribution, non-consensual public communication, or illegal dissemination of the Licensed Rights offered inside and outside the Territory, such as, for example, through unauthorised streaming platforms; applications enabling the reproduction of m3u listings (or similar); social media platforms and/or video sharing services; and instant messaging applications (including WhatsApp, Telegram and similar), including via user-generated content or other illegal streaming services, and/or through systems such as card-sharing, IPTV, the purchase and sale of access codes, and/or via forums, blogs, and/or file-sharing protocols (including BitTorrent or similar) whether live or near-live through P2P systems or any other analogous means; (all of the foregoing, "**Piracy**" for the purposes of this Section).

(ii) unauthorised access to, and the public communication and non-consensual dissemination of, the Licensed Rights inside and outside the Territory, including (a) any commercial exploitation by subscribers (or end users) of services intended for private residential viewing (i.e., “irregular use”), and (b) any inappropriate or abusive use by subscribers of any portability / cross-border access regime to the extent applicable;

(iii) any re-transmission of the Licensed Rights within the Territory through the broadcasting and/or transmission of the signal by third parties who have not been designated by LALIGA as a rightsholder and/or are not otherwise duly authorised. To the extent permitted by applicable laws, Successful Bidder shall reasonably assist LALIGA (including by providing documentary evidence reasonably available to Successful Bidder) to evidence the lack of authorisation of such third parties and/or the limitation of the rights of any persons authorised who abusively or fraudulently exploit the Licensed Rights. Successful Bidder shall also intervene, where so agreed between the parties and where deemed appropriate for procedural convenience, as an injured party in legal proceedings instituted against such infringers and/or in proceedings initiated by LALIGA.

Likewise, Successful Bidder undertakes to promote, as far as possible and provided that it does not materially prejudice its legitimate interests, the judicial adoption of those preliminary proceedings requested by LALIGA in order to identify those users of Successful Bidder’s internet access service (if applicable) who make use of such service to illegally access the Licensed Rights.

In order to ensure the security and integrity of the Licensed Rights content, the device provided by Successful Bidder for the display of the Licensed Rights, also known as set-top-box (“STB”), shall have security mechanisms that prevent the installation of applications / APKs from unsecured environments, it being understood that secure environments are limited to Google Play Store, Huawei AppGallery or iOS Store (or any equivalent official store as may replace them).

15.2.2 SPECIFIC OBLIGATIONS REGARDING AUDIOVISUAL FRAUD

Successful Bidder shall be obliged to mark the signal at source, at its own expense, by including its logo in all transmissions it distributes to its subscribers. This measure is intended to facilitate identification of the source of distribution in the event of detection of unauthorised or pirated emissions, enabling tracking and determining which operator, if any, is misappropriating the signal.

Such marking shall be carried out at source, ensuring that the corporate logo is permanently integrated into the distributed signal. In no case may the signal be marked at the user, device or player level, and it must be present in the original signal before its distribution. Successful Bidder shall ensure that the logo remains visible throughout the transmission without alteration or possibility of removal. Failure to comply with this Section 15.2.2. may constitute a material breach of the license agreement to be subscribed and may be subject to termination of the same (subject to any applicable cure period).

15.2.3 SPECIFIC OBLIGATIONS REGARDING IRREGULAR USE

Successful Bidder undertakes, for the purposes of fighting audiovisual fraud and creating synergies, whenever possible and in compliance with applicable laws (including data protection laws), to share with LALIGA the information collected or obtained relating to detected pirate users and/or the location of sources of fraud, and (to the extent permitted by applicable laws) to voluntarily give a statement in court at the request of LALIGA and by means of a judicial summons, in those legal proceedings brought in defence of LALIGA’s audiovisual content in which Successful Bidder is requested to intervene by LALIGA.

Successful Bidder is also committed to promoting a joint policy against audiovisual fraud and to cooperate in expediting the adoption of dynamic blocks (judicially agreed) of those websites and web resources

identified as broadcasting, distributing or sharing the Licensed Rights without consent, in particular the modality of “*dynamic blocks*” through IP, collaborating to promote their adoption by the competent courts and cooperating to achieve their maximum effectiveness in the shortest possible time. Successful Bidder shall provide, where reasonably necessary, the personnel and means to promote and implement such blocking measures and shall cooperate so that any such blockages communicated by the judicially appointed entity (or other competent authority) are executed as soon as possible and, in any case, during the duration of the relevant sporting event.

Similarly, Successful Bidder undertakes to share and apply the intelligence and experience of its fraud department in the face of audiovisual fraud, constituting for this purpose a platform/association from which at least three (3) regulatory initiatives/proposals are carried out annually in this area, one (1) study on the impact and perception of audiovisual fraud at national level, and one (1) contribution in the field of education, committing to provide a reasonable financial endowment to said platform, when agreed between the parties and in equal parts with the members of said platform and with the participation of LALIGA.

Likewise, both parties shall assess the possibility of Successful Bidder participating at LALIGA’s request, as a speaker or attendee, in forums, conferences, seminars and other events organised to promote the fight against audiovisual fraud and digital piracy.

In order to develop and implement the measures in the field of audiovisual fraud, a monitoring committee (the “**Monitoring Committee**”) shall be set up made up of LALIGA and Successful Bidder. The place and frequency of the meetings of the Monitoring Committee shall be agreed in good faith between the parties. Likewise, LALIGA may contract inspection services or adopt equivalent measures considered appropriate in order to avoid audiovisual fraud and/or irregular use of the Licensed Rights.

15.2.4. VOLUNTARY BLOCKING OBLIGATIONS FOR INFRINGING DOMAINS

Where Successful Bidder is (or acts as) a provider of information society services (including providers of over-the-top services), the Successful Bidder undertakes, voluntarily, expressly and directly, and without the need for judicial intervention where legally possible, to agree to the immediate blocking of those domains, subdomains, IP addresses and websites that, for violating intellectual property rights and other related rights, are notified to Successful Bidder by LALIGA (or by the entity designated by LALIGA) through any means of notification that allows proof of receipt.

LALIGA (or its designee) shall provide reasonable supporting evidence (including evidence extracted and compiled through trusted providers approved by Spanish and/or European authorities where applicable) together with a technical report issued by LALIGA’s audiovisual anti-fraud department (or its authorised provider), thereby putting Successful Bidder on effective notice of the illicit nature of the activities of the domains and subdomains reported.

Such evidentiary support and technical report shall be recognised by Successful Bidder as sufficient evidence to agree directly and free of charge to the requested blocking, which shall be implemented following receipt of LALIGA’s request within the deadlines established in the relevant judicial decision approving the injunction and/or, where no judicial decision is required under applicable laws, within the deadlines agreed in good faith with LALIGA.

15.2.5. SPECIFIC TECHNICAL MECHANISMS /CONTENT PROTECTION SYSTEM

Audiovisual content (in any format) delivered by LALIGA (or by a third party authorised by LALIGA) to Successful Bidder shall be protected by a content protection system (the “**Content Protection System**”) that includes the following technologies (or other similar measures common in the market), subject to

LALIGA's reasonable approval, and in any event measures that are at least equivalent to those applied in the distribution of other "premium" sporting events:

- (i) a DRM; In configuring and operating any DRM system for the Licensed Rights, the Successful Bidder shall apply a "graduated protection" principle whereby higher transmission quality levels are subject to higher DRM security levels. Without limitation, the Successful Bidder shall ensure that the highest available quality tier (including UHD/4K and/or the maximum HD profile made available) is delivered exclusively under Widevine L1 (or an equivalent highest-security hardware-backed level like Playready SL3000 or FairPlay), and that lower quality tiers may be delivered under Widevine L3 (or an equivalent lower-security software-based level like Playready SL150 or FairPlay).
- (ii) a key rotation system that allows for periodic key replacement;
- (iii) cryptographic hardening measures aimed at reducing exposure risk if a key is compromised;
- (iv) an image and audio capture or recording prevention system to prevent theft of the signal; A robust prevention system designed to detect and prevent the capture or recording of both image and audio (including, without limitation, screen-capture, external recording, and other analogous methods) in order to mitigate unauthorized copying and signal theft.
- (v) a system enabling differentiation of cryptographic key usage across different audio and video qualities;
- (vi) an anti-VPN and geo-blocking system both at application level and at CDN level; The Successful Bidder shall ensure that all protected content is effectively geo-restricted within the Territory at all times. For the avoidance of doubt, such geo-restriction shall apply to the entire delivery chain, including (i) any manifests, playlists or index files (including without limitation HLS/DASH manifests and any equivalent files), and (ii) all media segments, fragments, chunks and/or files that comprise or deliver the protected content. The Successful Bidder shall implement appropriate technical measures to prevent access to, retrieval of, or playback of the foregoing from outside the Territory, and shall not configure or permit any caching, CDN distribution, mirroring or alternative delivery that would make the manifests and/or the media segments accessible from outside the Territory.
- (vii) a two-factor authentication ("2FA") system;
- (viii) a system validating payment methods limited to the territory where the Licensed Rights are made available;
- (ix) measures to verify the location of subscribers; Measures to verify the geographic location of subscribers and/or the point of consumption, including controls to detect and mitigate circumvention techniques (such as location spoofing or similar methods), with the objective of preventing unauthorized access and supporting compliance with territorial restrictions. All these measures must be implemented in the manifest and the fragments of the content.
- (x) a conditional access system ("CAS"), encryption or equivalent protection, enabling identification of the platform and the session, and restricting playback solely on authorised devices, without prejudice to implementation of other protection measures that may arise after signature and during the term of the license agreement, provided that **(a)** the technical solution is available on the market and **(b)** the economic quantification of implementation is reasonable for both Parties in view of the damage suffered and best market practices;

- (xi) leak monitoring measures, audiovisual anti-fraud and detection of visible and invisible watermarks (except satellite), including (where feasible) a session code embedded in each device on which the paid subscription can be accessed and the termination of access to video streams in real time. Where Successful Bidder does not implement its own system, Successful Bidder accepts that LALIGA may recommend providers and Successful Bidder shall analyse such recommendations and implement a solution;
- (xii) in addition to visible fingerprinting (watermarks) in all Licensed Rights (live and non-live), invisible watermarking mechanisms resistant to modifications, capable of uniquely identifying the subscriber.

Where Successful Bidder exploits the Licensed Rights through OTT service platforms as designated platforms, Successful Bidder shall implement measures necessary to prevent audiovisual fraud in this distribution format, including effective protection against irregular use of VPNs, DNS proxies, public proxies, hosting centres and/or exit nodes, either via a provider or internal implementation, and measures maintaining due control over the ownership and use of platform access keys/credentials to prevent transfer to third parties unrelated to the account holder. The effectiveness of such protective measures may be verified by an independent security auditor.

Similarly, Successful Bidder shall use best efforts to implement, at LALIGA's request, measures necessary for the detection of audiovisual fraud when justified by previously detected cases, provided that the technical solution is available on the market and the economic quantification is reasonable for both parties in view of the damage suffered and best practices in the market.

15.2.6. ASSESSMENT/AUDIT

Successful Bidder may be assessed during the term of the future license agreement against the security obligations to evaluate the integrity of the platform on which the Licensed Rights is made available. This assessment shall be carried out by an independent auditor at LALIGA's expense. In any event, such assessment shall be carried out after notifying the Successful Bidder at least fifteen (15) days in advance, during normal office hours, without prejudice to Successful Bidder's normal activity, and after formalising the corresponding confidentiality agreement, and shall be carried out at most once per year.

15.2.7. REMEDY AND TERMINATION

Failure by Successful Bidder to comply with the obligations set out in this Section, or partial or defective compliance, following notice from LALIGA and after a reasonable period of at least fifteen (15) business days has been provided for rectification, shall constitute a material breach and may be grounds for termination of the license agreement. For evidentiary purposes, LALIGA's Notice may be accompanied by a technical report from LALIGA's audiovisual anti-fraud department identifying the non-compliance.

15.3 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 license agreement, which should be designed to endow the Competition with greater relevance and value.

15.4 SEVERABILITY

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.

15.5 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.

15.6 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 conclusion, cancellation or expiry of this RFO or the Bidder's involvement therein.

15.7 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 license agreement to be provided following the provisional award process. This RFO shall be interpreted in a manner that is consistent with such template provided by LALIGA.

15.8 APPLICABLE LAW

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

15.9 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).

16. QUERIES

Any query related to this RFO shall be submitted in accordance with Section 12.5., which may be sent to audiovisualrights@laliga.es.

