



THE FA INVITATION TO TENDER



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A WELCOME FROM THE FA

Thank you for taking the time to read our Invitation to Tender for The FA's domestic audio visual rights for the period 2014-18 ("ITT"). We appreciate your consideration.

The Football Association is the governing body of all football in England and we are responsible amongst other things for:

- the long-term development of the game at all levels, ensuring that football is available and accessible for everyone to enjoy;
- the governance of the game; and
- building winning England teams at all levels.

In 2013, we have reached a hugely significant milestone with the commemoration of our 150th year. This presents us with a unique opportunity to reflect and celebrate what we have achieved as an organisation and also to look to the future with a real sense of excitement and optimism. Our home, Wembley Stadium, continues to be a world leading sports and entertainment venue and has been given the privilege of again hosting the Champions League Final in 2013. Last year we opened the doors of our

new National Football Centre at St. George's Park, a truly outstanding facility that we are confident will help deliver world class coaching to present and future generations of English talent.

Looking ahead from an international match perspective, we will continue to welcome the finest teams in the world to Wembley, as England play host to top quality friendly opposition. Wembley Stadium as a backdrop, coupled with the ever enduring lustre of the Three Lions, ensures that an England international continues to be a hugely popular event with millions of domestic fans eager to watch.

The FA Cup, with 132 years of heritage, pride, passion and tradition, continues to inspire all as the world's premier domestic cup competition. Thrilling FA Cup ties are part of the fabric of English football. Shocks and surprises, giant-killing feats, extra time drama and penalties all combine in making The FA Cup a unique and special competition. We want to continue delivering this prestigious competition, keeping it exciting and relevant for old and new fans alike with the help of our broadcast partners.

In this tender document, The FA is also delighted to include the England U21s and men's development teams, as well as further club competitions in The FA Youth Cup, The FA Trophy and the always anticipated season opener; The FA Community Shield.

With the above content, we feel that we have a truly compelling offering for our broadcast partners - guaranteed audiences and the unpredictable drama of live football. With the developments in the multi-media landscape and the evolution of the market technologically, we hope you will share in our enthusiasm in delivering our content to your viewers. We hope you enjoy reading this ITT and look forward to engaging with you on how we can work together.

ALEX HORNE

General Secretary
The Football Association

As further detailed in Sections 4 and 5, The FA properties which are the subject of this tender process are The FA Cup Matches, England Matches (friendly matches played by the England Senior Team, certain England U21 Team matches and certain England Development Team matches), and certain other FA Club Competition Matches.

THE FA CUP

The FA Cup with Budweiser is the world's most prestigious domestic club cup competition. More than 760 clubs take part over 14 rounds of intense competition in a simple, knock-out format. This produces 10 months of human interest stories, engaging communities everywhere.

Heroes are born, hopes are dashed – it's drama all the way to the semi-finals and final, all held at Wembley.

The FA invests a total prize fund of more than £14m in The FA Cup, used to reward clubs each time they win a tie. This means a smaller club's FA Cup run can transform its finances. Broadcast fees further transform the landscape, setting new horizons for many competing clubs.

ENGLAND

When the England national team plays, the world watches. It has the power to unite the nation when it plays. Respected the world over, the famous Three Lions retains a global fascination.

England international matches are always a huge event, attracting the best opposition to the iconic, 90,000-seater Wembley Stadium. For example, Brazil (twice), Germany,

France, Spain and Holland have already played at the new stadium.

Historically, England played Scotland in the world's first international in 1872. Since then, the Three Lions have faced 84 different countries in more than 900 matches.

Under the guidance of Roy Hodgson, the England set-up continues to develop into a more fan and media-friendly environment – to the benefit of all broadcast partners.

Bidders should be aware that all qualification matches for the UEFA European Championship 2016 finals and the FIFA World Cup 2018 finals played by the England national team during the Term are excluded from this tender process on the basis that the relevant rights are being marketed centrally by UEFA.

ENGLAND U21s

England's under-21 team is a stepping stone to the top. Stars like Bryan Robson, Glenn Hoddle and current captain Steven Gerrard have all enjoyed success at under-21 level before breaking into the senior team.

The under-21s were twice crowned European Champions in the 1980s, reached the European Final again four years ago and have featured in five other semi-finals. A 55,000

crowd watched them play Italy at Wembley and Stuart Pearce's current team have just won their ninth international in a row – all without conceding a goal.

England also have U20, U19 and U17 teams, most of them competing in UEFA and FIFA championships.

FA CLUB COMPETITIONS

The FA Community Shield match is the annual curtain-raiser to the domestic season. It pits the Premier League champions against The FA Cup winners. It has been played since 1908 and has often filled Wembley since being taken there in the 1970s.

The FA Trophy, a knockout competition for clubs below Football League level, is in its 44th season. Its Wembley final is a big occasion and has attracted more than 50,000 fans.

The FA Youth Cup, a competition for clubs' under-18 teams, was introduced more than 60 years ago and was dominated in its early seasons by Manchester United's 'Busby Babes'. Many superstars of the future have made their mark in the competition, with players of the calibre of George Best, Paul Gascoigne, David Beckham and Michael Owen having played in FA Youth Cup-winning sides.

Capitalised terms used in this ITT shall have the meanings set out below or in the text of the document:

Capitalised terms used in this ITT shall have the meanings set out below or in the text of the document:

“Applicable Law” means all applicable laws, regulations, codes of practice, guidelines, decisions, orders and decrees throughout the world imposed by law or any competent regulatory authority (including any broadcasting or communication authority or regulatory body in the Territory);

“Archive” means (i) such footage of FA Cup matches, FA Community Shield matches, FA Trophy matches, FA Youth Cup matches, England Senior Team matches, England U21 Team matches and England Development Team matches, as well as matches forming part of other FA competitions, which were played at any time prior to the commencement of the Term which is wholly owned and/or controlled by The FA; and (ii) footage of the Matches, upon the conclusion of the Season within which the relevant Match was played;

“Archive Rights” means the right to use and exploit the Archive materials in any and all media throughout the world;

“Article 48 Blocked Hours” means such period(s) from time to time during the Term during which the Transmission of audio-visual footage of football matches in the Territory is prevented as a result of the operation

of the so-called “blocked hours” principle under Article 48 of UEFA’s statutes (or any equivalent, successor or replacement provision);

“As Live Programme” means a programme which includes a recording of a Live Match in full and without editing which is Transmitted during the As Live Transmission Window and the expressions **“As Live”** and **“As Live Programming”** shall be construed accordingly;

“As Live Transmission Window” means the period commencing at the final whistle of the relevant Match and ending seven days after the final whistle of such Match;

“Audio Rights” means the right to transmit audio material describing any Match or part(s) thereof on a live or delayed basis throughout the world;

“Betting Rights” means the right to (or to permit any person or company to) record and Transmit the Live Programmes and/or Footage on a Live basis within the Territory (i) within betting and/or gambling shops via closed circuit TV, and/or (ii) on betting and/or gambling websites which are accessible by customers behind a payment wall;

“Bid” means each financial bid for any Package(s) submitted to The

FA on a Bid Proforma together with the other information and documentation required under Section 4.12 and which otherwise conforms to the requirements of this ITT;

“Bid Deadline” means midday local UK time on Friday 14 June 2013;

“Bid Proforma” means the proforma on which all Bids must be submitted as set out in Schedule 1;

“Bidder” means any person (or persons if a joint bid) who submit(s) a Bid in accordance with the procedures set out in this ITT;

“Billboards” means a full screen animated or still sequence with an accompanying soundtrack Transmitted immediately before and immediately after the opening and closing titles of each Programme;

“Breakbumper” means a full or partial screen animated or still sequence with an accompanying soundtrack Transmitted immediately before and immediately after any commercial breaks inserted into any Programme;

“Broadcast Sponsorship” means the sponsorship by any person(s) of the Transmission of Programming, and promos and trailers therefor, and the on air identification of such person(s) in the form of a Broadcast Sponsorship Designation displayed within: (i)

Capitalised terms used in this ITT shall have the meanings set out below or in the text of the document:

Billboards; (ii) Breakbumpers; and/or (iii) other on air messages such as squeezebacks, tickers and split screens within and immediately surrounding such Transmissions subject to The FA's approval (not to be unreasonably withheld or delayed) and guidelines to be established under the Media Rights Agreement and the expression "Broadcast Sponsorship Rights" shall be construed accordingly;

"Broadcast Sponsorship Designation" means the official broadcast sponsorship designation(s) approved by The FA from time to time (such approval not to be unreasonably withheld or delayed) for use by a Licensee in connection with the exercise of the Broadcast Sponsorship Rights;

"Clip Rights" means the right to Transmit edited extracts of Footage and/or Archive in Programming, on air promos and trailers and/or clip packages, as set out at Section 5.2.4 in respect of the Live Packages, and Section 5.4.2 in respect of the Highlights Packages;

"Closed Circuit Rights" means the right to record, edit and Transmit the Programmes and/or Footage by means of any closed circuit delivery system to closed user groups such as hotels, restaurants, bars, educational institutions, hospitals,

oil rigs, airplanes, cruise ships and other transportation services, within Venues including hospitality boxes and suites located within or adjacent to any Venue and within private intranet groups and virtual private networks (but excluding the right to authorise the Transmission of Programmes on a Designated TV Channel to commercial premises on a Pay or Pay Per View basis);

"Commercial Partner(s)" means any person appointed as a sponsor, supplier and/or licensee of any member of the FA Group or any other person to whom any member of the FA Group has granted rights in respect of any Matches, events, rights and properties owned and/or controlled by any member of the FA Group during the Term;

"Conditionality Requirements" means any requirement specified within any Package whereby that Package can only be the subject of a Bid if the Bidder also submits Bids for other Package(s);

"Content Utilisation Plan" means a plan which details the proposed exploitation of Media Rights within the Territory should the Bidder be appointed as a Licensee;

"Coverage Entitlements" means that the Licensee for any Package will be entitled (but not obliged)

to produce, Transmit and (where applicable) Simulcast the relevant Programming;

"Coverage Obligations" means that the Licensee for any Package will be obliged to produce, Transmit and (where applicable) Simulcast the relevant Programming;

"Designated App" means a software application developed solely for use on Mobile Devices which delivers audio-visual content to particular Mobile Devices and has been approved by The FA for use on such Mobile Devices;

"Designated Channel Website(s)" means the official Internet website(s) of a Designated TV Channel which is/are (i) owned and controlled by the relevant Licensee; (ii) accessible by the general public within the Territory via a URL and IP address; and (iii) approved by The FA;

"Designated Clip Website(s)" means the website(s) that is/are (i) owned and controlled by the Licensee; (ii) branded via the URL and/or the look and feel of the user interface is in the style of the Licensee; and (iii) approved by The FA;

"Designated Mobile Service" means a Mobile Content Service in respect of which the content is owned and controlled by the Licensee through which the Licensee makes available

Capitalised terms used in this ITT shall have the meanings set out below or in the text of the document:

its programming by means of Mobile Delivery to users of suitable Mobile Devices and in respect of which the look and feel of the user interface is in the style of the Licensee, and which has been approved by The FA;

“Designated Service” means a Designated TV Channel, a Designated Channel Website, a Designated Mobile Service and/or a Designated App, as the context so requires;

“Designated TV Channel” means a linear channel programme service consisting of a sequence of regularly scheduled daily programming for reception and viewing by all viewers of that channel in the same order at the same time, which has been approved by The FA;

“Distribution Plan” means the plan to be submitted with a Bid which must address each of the matters set out in Schedule 4;

“Draw Programme” means a programme which comprises of a Live uninterrupted Transmission of an FA Cup Draw in its entirety;

“DTH” means the reception of a television programme service the signal for which is transmitted directly from a satellite to a satellite dish at the place of reception (including for clarity, satellite master

antennae systems operated on an **“Intermediate Frequency”** basis commonly referred to as “SMATV I.F.”) for the purpose of viewing that programme service at that place of reception;

“EEA” means the countries in the European Economic Area from time to time and Switzerland;

“England Development Team” means each England men’s U20, U19 and U17 teams and each England disability team;

“England Development Team Match” means each England Development Team home match played during the Term;

“England In-Match Clips Window” has the meaning set out in Section 5.5.2;

“England Match” means (i) each England Senior Friendly Match played during the Term and/or (ii) each England U21 Team Match played during the Term and/or (iii) each England Development Team Match played during the Term, in each case which is included in England Packages A to E (inclusive) set out in Section 6, Part 2;

“England Post-Match Clips Window” has the meaning set out in Section 5.5.2;

“England Senior Friendly Match” means each friendly Match (home or away) played by the England Senior Team during the Term which is included in England Package A and England Package C (inclusive), excluding in all cases so called **“England “B” International matches;**

“England Senior Team” means the men’s association football team which represents England at the highest senior international level;

“England U21 Team” means the men’s association football team which represents England at under 21 international level;

“England U21 Team Match” means each England U21 Team home qualification match played during the Term, each England U21 Team home friendly match played during the Term and each England U21 Team away friendly match played during the Term to the extent that a Live Feed for such match is available to The FA;

“FA Branded Channel” means TheFA.com and other FA branded channels, platforms and media players whether existing as at the date of this ITT or at any time during the Term, howsoever delivered (including by TV Delivery, Internet Delivery and/or Mobile Delivery);

Capitalised terms used in this ITT shall have the meanings set out below or in the text of the document:

“FA Club Competition Match(es)” means each match which is played during the Term and which is included in the FA Club Competition Package set out in Section 6, Part 3 in respect of The FA Community Shield, The FA Trophy and The FA Youth Cup;

“FA Community Shield” means the men’s football competition known as The FA Community Shield or any successor or replacement match(es) therefor which may be introduced, organised and staged by The FA under The FA’s ownership and control at any time during the Term;

“FA Cup” means the men’s football competition known as The Football Association Challenge Cup or any successor or replacement competition therefor which may be introduced, organised and staged by The FA under The FA’s ownership and control at any time during the Term;

“FA Cup Draw” means the draw for each FA Cup Round;

“FA Cup In-Match Clips Window” has the meaning set out in Section 5.5.1;

“FA Cup Match” means each match which is played during the Term in The FA Cup from the start of the first round proper (therefore excluding any match played in The FA Cup

Qualifying Competition (i.e. all rounds up to the first round proper));

“FA Cup Post-Match Clips Window” has the meaning set out in Section 5.5.1;

“FA Cup Replay” means each replay of an FA Cup Match which is played during the Term where the first FA Cup Match proper results in a draw;

“FA Cup Round” or **“Round”** means each round of The FA Cup (beginning with round 1 proper) and including rounds 1 to 6 inclusive, the semi finals and the final and for the purposes of this Agreement each of rounds 1 to 6 shall be deemed to commence with the first match played in the round on a Friday evening or (if there is no Friday evening match) on Saturday lunchtime and end at midnight (London time) on the immediately following Sunday or (if any match is scheduled for the Monday evening) Monday;

“FA Group” means The FA, any company which is a parent undertaking of The FA, any company which is a subsidiary undertaking of The FA and any company which is a subsidiary undertaking of any parent undertaking of The FA, including Wembley National Stadium Limited, National Football Centre Limited and FA Learning Limited;

“FA Properties” means the Matches and, where applicable, The FA Cup, FA Community Shield, the FA Trophy and the FA Youth Cup competitions of which

those Matches form a part;

“FA Trophy” means the men’s football competition known as The FA Challenge Trophy Competition or any successor or replacement competition therefor which may be introduced organised and staged by The FA under The FA’s ownership and control at any time during the Term;

“FA Youth Cup” the men’s youth football competition known as The FA Youth Challenge Cup Competition or any successor or replacement competition therefor which may be introduced organised and staged by The FA under The FA’s ownership and control at any time during the Term;

“Fixed IPTV Delivery” means the delivery or provision of access to broadcast quality television programming to viewers using Internet protocol by means of an encrypted private (or virtual private) or closed user group network or networks (located within the Territory) over a fixed (wired) telecommunications system using DSL technology, or a fixed (wired) cable television system in each case situated within the Territory and in relation to which decoding equipment is required by viewers to gain access to such programming;

Capitalised terms used in this ITT shall have the meanings set out below or in the text of the document:

“Fixed Media Rights” means the right to record, edit and store or otherwise incorporate Footage on any physical and tangible media now known or hereafter developed for sale or hire to the general public for home use or for use as a premium item including without limitation VHS cassettes, DVDs, HDVDs, Blu-Ray discs, CD-Roms, datacards, PSPs and laser discs;

“Fixture List” means the list published annually by The FA which states the dates on which Matches are scheduled to be played, as the same may be revised from time to time by The FA;

“Footage” means audio-visual and/or visual material depicting any Match or part(s) thereof;

“Football Regulations” means the statutes, rules, regulations, directions, orders, decisions and measures from time to time during the Term of: (i) The FA; and (ii) FIFA, UEFA or other superior football governing bodies to which The FA, any Match or any team participating in a Match are subject;

“Free” means an unencrypted Transmission which is provided to viewers free of any fee or charge whatsoever save for any statutory licence fee or government taxes for the right to install and use

equipment for the reception of such Transmission;

“Highlights” means a Transmission of an edited recording of a Match (or series of Matches) made during the relevant Highlights Window;

“Highlights Packages” means the packages of Media Rights to Matches which are set out in Section 6 consisting of: FA Cup Package I, England Packages C and D and the FA Club Competitions Package, or any of them as the context so requires;

“Highlights Programme” means a programme which comprises an uninterrupted Transmission of Highlights where the duration of the featured Match(es) is as stipulated in FA Cup Package I, England Packages C and D, or The FA Club Competitions Package (as applicable);

“Highlights Window” means the relevant window set out in each of FA Cup Package I, England Packages C and D and the FA Club Competitions Package during which the rights in respect of Highlights granted in such Packages may be exploited;

“Interactive Rights” means the right to deliver or provide access to viewers of Transmissions with interactive capabilities whereby in response to an individual viewer’s

demand the viewer is connected (for example by means of an on-screen button or menu) to an interactive service for the provision of specific Footage or data concerning the relevant Match and/or, subject to the prior written approval of The FA, additional services or facilities for making commercial transactions, and the expression “Interactive Service(s)” shall be construed accordingly;

“Internet” means the system making use of TCP/IP software protocols known as the internet or the worldwide web whatever the communication(s) links may be which connects the user (including without limitation by way of fixed, mobile, DSL, ISDN, UMTS, WiMax or other broadband links) including any developments in such protocols or any other protocols which may be developed which give equivalent, reduced or enhanced functionality compared with such protocols;

“Internet Delivery” means the delivery or provision of access to audio and/or visual material for reception and viewing in an intelligible form using the Internet by means of either:

- (i) Wireless IPTV Delivery; or
- (ii) a website that is owned and controlled by a Licensee and which is accessible by the general public within the Territory via a URL and IP address

Capitalised terms used in this ITT shall have the meanings set out below or in the text of the document:

but excluding, for the avoidance of doubt, TV Delivery and Mobile Delivery;

“Licensee” means any person who makes a successful Bid for any Package(s) and enters into a legally binding media rights agreement with The FA in respect of such Package(s);

“Listed Events Legislation” means the Broadcasting Act 1996 as amended by the Television Broadcasting Regulations 2000, the Communications Act 2003 and any other related legislation;

“Linear” means a Transmission intended for simultaneous reception by all viewers of such Transmission at the same time;

“Live” means a live and simultaneous Transmission;

“Live Feed” means a continuous live HD programme feed of the entirety of a Match (or, where applicable, FA Cup Draw) which: (i) is produced in 16:9 aspect ratio and is of first class technical quality suitable for international broadcast; (ii) shall be free from commercial breaks; (iii) shall consist of a clean signal with split audio tracks for stereo international (background) sound and fully cleared English language commentary for transmission or for use as a guide track with

clean effects and with replay wipe but without graphics or credits, which (save for feeds of FA Cup Draws) complies with the minimum productions standards specified in Schedule 7; and (iv) (save for feeds of FA Cup Draws) commences at least ten (10) minutes prior to kick off and continues uninterrupted until at least five (5) minutes after the final whistle of the Match;

“Live Packages” means the packages of Media Rights to Matches which are set out in Section 6 consisting of: FA Cup Package A1, FA Cup Package A2, FA Cup Package B1, FA Cup Package B2, FA Cup Package C, FA Cup Package D, FA Cup Package E, FA Cup Package F, FA Cup Package G, FA Cup Package H (together the “FA Cup Live Packages”), England Package A, England Package B and the FA Club Competitions Package, or any of them as the context so requires;

“Live Programmes” means a programme which comprises a Live uninterrupted Transmission of a Match or an FA Cup Draw (as applicable) in its entirety;

“Match(es)” means the FA Cup Matches, the England Matches and/or the FA Club Competitions Matches, and each such match being an individual “Match”;

“Media Rights” means the rights set out in Section 5 of this ITT;

“Media Rights Agreement” means a legally binding agreement entered into by and between The FA and a Licensee for the grant of Media Rights in respect of any Package(s) which are the subject of this ITT;

“Mobile Broadcast Technology” means each wireless standard or technology for the broadcast of audiovisual images to Mobile Devices including, Digital Video Broadcasting-Handheld (DVB-H), Digital Audio Broadcasting (DAB), Digital Multimedia Broadcasting Terrestrial (DMB-T), Digital Multimedia Broadcasting-Satellite (DMB-S), Integrated Services Digital Broadcasting-Terrestrial (ISDB-T) and Qualcomm’s MediaFLO technology;

“Mobile Communications Technology” means any mobile wireless technology with radio frequency spectrum in any band to enable or facilitate the delivery of, inter alia, audiovisual content to Mobile Devices for reception and viewing in an intelligible form including wireless technology employed in General Packet Radio Services (GPRS), the Global System for Mobile Communications (GSM),

Capitalised terms used in this ITT shall have the meanings set out below or in the text of the document:

High-Speed Circuit-Switched Data (HSCSD), EDGE, 3GPP Long Term Evolution (LTE) or Fourth Generation (4G), Code Division Multiple Access (CDMA), Wideband Code Division Multiple Access (W-CDMA), Time Division Multiple Access (TDMA), Wireless Application Protocol (WAP) and the Universal Mobile Telecommunications System (UMTS) and their related or derivative systems and services or any combination of them;

“Mobile Content Service” means any multi media content service (including audio and/or visual material) provided by a Mobile Operator to users by means of Mobile Communications Technology and/or Mobile Broadcast Technology;

“Mobile Delivery” means the delivery or provision of access to audiovisual material for reception and viewing in an intelligible form on a Mobile Device where the communication link(s) used in such delivery comprise(s), at least in part, Mobile Communications Technology and/or Mobile Broadcast Technology but excluding, for the avoidance of doubt, TV Delivery and Internet Delivery;

“Mobile Device” means any handheld portable personal device (whether now known or hereafter

developed) which is primarily designed or adapted to be capable of being used while in motion and which when connected to a mobile communications network uses Mobile Communications Technology in order to send and receive voice and data (including audio and audiovisual content);

“Mobile Operator” means any person offering electronic communication services via Mobile Communications Technology and/or Mobile Broadcast Technology for subscribers or users of its services including any mobile virtual network operator (MVNO) or reseller offering electronic communication services via Mobile Communications Technology and/or Mobile Broadcast Technology under its own name, but on the basis of a network provided by and/or using services offered by a third party;

“Near Live Clips” means, (i) in respect of FA Cup Package J, the FA Cup In-Match Clips, FA Cup Post-Match Clips and Online FA Cup Clips (each as set out in Section 5.5.1); and (ii) in respect of England Package E, the England In-Match Clips, England Post-Match Clip and the Online England Clips, (each as set out in Section 5.5.2), or any of them as the context so requires;

“Near Live Clips Packages” means, (i) in respect of FA Cup Package J, the FA Cup In-Match Clips, FA Cup Post-Match Clips and Online FA Cup Clips (each as set out in Section 5.5.1); and (ii) in respect of England Package E, the England In-Match Clips, England Post-Match Clip and the Online England Clips (each as set out in Section 5.5.2), or any of them as the context so requires;

“Near Live Long Form Rights” means the right to Transmit FA Cup Match(es) in full without any editing where (i) the applicable Transmission commences after the conclusion of the Match in question; and (ii) such FA Cup Match has not been selected for Live Transmission by any Licensee in the Territory;

“NDA” means the non-disclosure agreement set out in Schedule 2;

“Online England Clips Window” has the meaning set out in Section 5.5.2;

“Online FA Cup Clips Window” has the meaning set out in Section 5.5.1;

“Package(s)” means the packages of Media Rights to Matches which are set out in Section 6 consisting of: the Live Packages, the Highlights Packages and the Near Live Clips Packages or any of them as the

Capitalised terms used in this ITT shall have the meanings set out below or in the text of the document:

context so requires;

“parent undertaking” means a parent undertaking as defined in section 1162 of the Companies Act 2006;

“Pay” means an encrypted Transmission of Programming by means of any Permitted Delivery System(s), access to which is provided to viewers on a subscription basis excluding Pay Per View;

“Pay Per View” means any encrypted Transmission of Programming by means of any Permitted Delivery System(s) access to which is restricted to users who have agreed to pay a specific fee or charge for the right to view such Transmission whether on a stand alone basis or as part of package or series of Transmissions;

“Permitted Delivery System” shall have the meaning set out in Section 4.3 of this ITT;

“Primary Channel” means in relation to any Bidder who owns and/or operates more than one channel programme service, the channel which through a combination of penetration, audience, channel positioning, brand and reputation is considered to be the primary channel of the Bidder;

“Programmes” means Live

Programmes, As Live Programmes, Highlights Programmes and Clip Programmes; and the expression “Programming” shall be construed accordingly;

“Public Screening Rights” means the right to Transmit any Programme on a screen or screens

in any place other than a private residence and to admit the general public to such place to view the Programme on a paid or invited basis;

“Regulations” means Applicable Law and the Football Regulations;

“Season” means the period which commences on the date of the first Match in the relevant season as scheduled in the Fixture List, and ends on the date of the last Match of the relevant season as scheduled in the Fixture List;

“Second Party Rights” means all media rights (including Transmission rights) within the territory or territories of the relevant opposing national association to each England Match, and the expression “Second Party Territory” shall be construed accordingly;

“Secondary Channel” means in relation to any Bidder who owns and/or operates more than one channel programme service, the channel which through a combination of

penetration, audience, channel positioning, brand and reputation is considered to be the secondary channel of the Bidder;

“Simulcast” means the simultaneous streaming within the Territory of any Live Programme, Highlights Programme or Draw Programme which is Transmitted on a Designated TV Channel by means of TV Delivery, by means of Internet Delivery via the Designated Channel Website(s) and/or by means of Mobile Delivery via the Designated Mobile Service on a Free, Pay or Pay Per View basis;

“subsidiary undertaking” means a subsidiary undertaking as defined in section 1162 of the Companies Act 2006;

“Term” means in respect of each of the Packages and Matches the period beginning on 1st August 2014 and ending on 31st July 2018 together comprising the four football seasons 2014/15, 2015/16, 2016/17 and 2017/18;

“Territory” means (i) the United Kingdom of Great Britain and Northern Ireland, Channel Islands, the Isle of Man and British Forces Bases overseas; and (ii) the Republic of Ireland (subject to footnote 1);

“The FA” means The Football Association Limited (company registration number 77797) whose registered office is at Wembley Stadium, Wembley, London HA9 0WS;

“Transmission” means any transmission, broadcast or other exhibition of audio-visual material; and the expressions Transmit and Transmitted shall be construed accordingly;

“Transmission Window” means the As Live Transmission Window, the Highlights Window, the FA Cup In-Match Clips Window, the FA Cup Post-Match Clips Window, the Online FA Cup Clips Window, the England In-Match Clips Window, the England Post-Match Clips Window and the Online England Clips Window, and, in relation to any other Programming, the period during which the Licensee is entitled to Transmit the same, as set out in Section 5 and/or the applicable Package;

“TV Delivery” means the delivery or provision of access to audiovisual material for reception and viewing

in an intelligible form by means of satellite DTH television, cable television, digital terrestrial television and/or Fixed IPTV Delivery, but excluding, for the avoidance of doubt, Internet Delivery and Mobile Delivery;

“Venue” means the stadium and/or ground where any Match is staged and played;

“VOD” means a Transmission, whether on a stand alone basis or as part of a package or series of Transmissions, made upon request of and at a time designated by an individual user, but excluding any Live Transmission;

“Wireless IPTV Delivery” means the delivery or provision of access to broadcast quality television

programming to viewers using Internet protocol by means of an encrypted private (or virtual private) or closed user group network or networks located within the Territory over a wireless system (including but not limited to Wi-Fi (802.11) and WiMAX (802.16)) situated within the Territory and in relation to which decoding equipment is required by viewers to gain access to such programming.

The FA reserves the right to modify any definition used in this ITT within any Media Rights Agreements.

PROCEDURES FOR BIDDING AND LEGAL NOTICES



¹ The FA has already entered into agreements in relation to its media rights outside of the Territory, and may enter into further agreements during the Term. In particular, The FA intends to tender audio-visual rights for exploitation in the Republic of Ireland which are substantially similar to the Media Rights offered in this ITT which will allow for the retransmission of (an) additional Live Feed(s) of (an) FA Cup Match(es) in Rounds 1-5 (inclusive) which kick off on a Saturday at 3pm which may be Transmitted Live in the Republic of Ireland.

4.1 Deadline for initial Bids

Bids must be submitted by no later than the Bid Deadline, midday on Friday 14 June 2013.

Bidders are reminded that all Bid submissions need to be made in accordance with the requirements set out in Section 4.12.

All times referenced will refer to local UK time.

4.2 Packages and Media Rights being tendered

The FA properties which are the subject of this tender process are: (i) The FA Cup Matches; (ii) the England Matches (England Senior Team, England U21 Team and England Development Teams) excluding the Second Party Rights (see Section 4.5 below); and (iii) certain other FA Club Competition Matches.

These three FA properties have been separated into live and delayed rights making up a total of 18 Packages. Each Package is made available for the Term.

Bidders should be aware that all qualification matches for the FIFA World Cup and the UEFA European Championship finals played by the England Senior Team during the Term are excluded from this tender process on the basis that the relevant rights are being marketed centrally by UEFA.

In this way The FA considers that it is making its properties available to the domestic market place on the widest possible basis admitting Bids from all sectors of the market including platform operators, service providers (in both traditional and new media broadcast) and agencies.

Full details of the Media Rights the subject of this ITT are provided in Section 5 and full particulars of each of the Packages are set out in Section 6. Please note that Near Live Long Form Rights in the Territory are not included in this ITT. The FA may issue a separate invitation to tender for the Territory and/or enter into separate agreements for the grant of any of the Near Live Long Form Rights in the Territory to third parties.

Please note that The FA has entered into or will be entering into separate agreements for the Term in relation to: (i) similar media rights outside of the Territory ; (ii) audio rights for the Territory; (iii) archive and technical rights and services; and (iv) production services.

Bidders should also note that the England women's (senior and development) and FA women's competition matches played during the Term are also excluded from the scope of this ITT, and The FA

reserves the right to enter into a tender process and/or separate agreement(s) in respect of such matches.

4.3 Permitted Delivery Systems

Each Package is in general being made available for exploitation by means of three separate delivery systems, namely: (i) TV Delivery; (ii) Internet Delivery; and (iii) Mobile Delivery (each of which shall be a "Permitted Delivery System"). As an exception to this, Bidders should note that the Near Live Clip Packages are only being available for exploitation by means of Mobile Delivery and Internet Delivery (as further detailed at Section 5.5 below).

The primary rights the subject of any Bid are the TV Delivery rights (unless such Bid relates solely to a Near Live Clips Package), Bidders who wish to exploit Media Rights by means of Internet Delivery and/or Mobile Delivery should note the provisions of Section 5.7.2.

4.4 Territory

The territory for this ITT is: (i) the United Kingdom of Great Britain and Northern Ireland, Channel Islands, the Isle of Man and British Forces Bases overseas; and (ii) the Republic of Ireland (subject to footnote 1). Any Bidder who wishes to bid only for any Package in respect of either: (i)

the United Kingdom of Great Britain and Northern Ireland, Channel Islands, the Isle of Man and British Forces Bases overseas only, or (ii) the Republic of Ireland, as opposed to the whole Territory, should note this in their Bid.

4.5 Second Party Rights

Bidders should note that Second Party Rights are excluded from the scope of this ITT.

Bidders for Packages containing England Matches should note that where the opposing national association is the Scottish Football Association, the Football Association of Wales, the Irish Football Association, or the Football Association of Ireland (or any replacement or successor to any of the foregoing associations), such opposing national association shall be entitled to exploit and/or to authorise third parties to exploit media rights (including, without limitation, rights similar to those set out in this ITT) to the applicable England Matches both within and (where the relevant Match is an away England Senior Friendly Match) outside the Territory.

4.6 Language

Transmission rights will be granted in the English language only.

4.7 Status of ITT

This ITT is intended solely to advise and inform prospective Bidders of The FA's desire to receive Bids and set out The FA's ITT process.

This ITT does not, and is not intended to, constitute a contract or an offer which is in any way capable of acceptance by any Bidder.

The information set out in this ITT is in summary form and does not purport to contain complete descriptions of the arrangements relating to the Media Rights or the terms and conditions affecting the exercise of the same.

No reliance should (or may) be placed on any information contained in this ITT (nor any later clarifications or documents or other information supplied in connection with the ITT process). The FA does not make any representation or warranty (whether express or implied) and no liability is accepted by The FA or its advisers as to the accuracy, adequacy or completeness of such information.

4.8 Costs of Bidding

Bidders are liable for their own costs and expenses in submitting a Bid and participating in any subsequent part of the tender process. The FA will not in any circumstances (including without limitation those

contemplated under Section 4.10 below) be liable for any costs, expenses or losses however incurred by any Bidder or any other persons who have contributed to a Bid.

4.9 Advice to Bidders

Bidders are reminded:

- of the requirement to satisfy all and any Conditionality Requirements set out in the Packages the subject of the Bid;
- of the requirement to complete and submit the Bid Proforma in accordance with the instructions set out therein;
- of the requirement to prepare and submit a Distribution Plan;
- of the requirement for compliance with: (i) the commercial provisions specified in Schedule 5; (ii) the support for FA Properties and initiatives set out in Schedule 6; and (iii) the production standards specified in Section 5.9.3 and Schedule 7; and
- to fulfill the other requirements of The FA set out in this ITT.

Bidders should also note that: (i) The FA will require assurances as to the financial standing and creditworthiness of each Bidder

and The FA reserves the right in its absolute discretion to require security for payment of the fees and/or performance of obligations by way of bank guarantees, parent company performance and/or payment guarantees or other forms of security in a form acceptable to The FA. Bidders should not bid if they are unable to subsequently provide such guarantee(s) upon request from The FA; and (ii) if a joint or consortium Bid for a Package is successful, The FA reserves the right to (a) require each of the Bidders to enter into separate Media Rights Agreements reflecting the agreed split of Media Rights; and/or (b) require each of the Bidders to accept joint and several liability for the obligations of the other Bidder(s) forming part of the joint and/or consortium Bid.

The FA reserves the right to reject any Bid that does not meet the requirements of this ITT.

4.10 Amendments to the tender process / documentation

The FA reserves the right in its absolute discretion at any stage to: (i) abandon this ITT; (ii) launch an additional or modified tender process in respect of all or any of the Packages; (iii) amend the Bid Proforma (iv) withdraw or amend any of the Packages; (iv) modify the definition of any term used in this

ITT or the conditions that apply to the exercise of the Media Rights; (v) modify the Term; (vi) withdraw from any negotiations in respect of any Bid; and/or (vii) request that Bidders submit further Bids in additional rounds.

4.11 Confidentiality

In accordance with Section 4.12, each Bidder will be required to sign and return the NDA to The FA at the same time as submitting their Bid.

Subject to disclosure to its advisers for the purposes of assisting The FA in carrying out the ITT process, The FA will keep confidential any “Business Confidential Information” supplied to it. Any of The FA’s advisers will be subject to the same confidentiality requirements of The FA. “Business Confidential Information” will include the financial elements of any Bid and any information relating to the business or affairs of the Bidder which is not in the public domain which the Bidder reasonably states and The FA accepts as being business confidential in nature.

The FA will not in any circumstances consider as confidential any element of a Bid other than Business Confidential Information and The FA shall be entitled to disclose any elements which are non-Business Confidential Information to third

parties. The FA will not, however, disclose the identity of the Bidder alongside such non Business Confidential Information save with the consent of the relevant Bidder.

4.12 Submission of Bids

- **Bid Proforma** – All Bids must be submitted on the Bid Proforma as set out in Schedule 1, and comply with the instructions and requirements further specified in that Schedule. All Bidders must submit a single monetary amount against each Package the subject of a Bid (save for joint or consortium Bids which must in addition clearly indicate all parties to the Bid in the Bid Proforma, and the respective financial contributions of each such party to the financial offer expressed in the Bid).
- **Financial requirements** – All Bids must set out a fixed financial offer for the applicable Package(s) – The FA reserves the right to reject any Bids that are conditional or variable upon a particular condition or event occurring or being satisfied. All financial amounts must be expressed in pounds sterling representing the total monetary amount payable over the Term, exclusive of VAT or other applicable sales or turnover

taxes or duties. The FA will require a 10% up-front payment of the total fees to be made by each Licensee on signature of the Media Rights Agreement, the remainder of the fees payable shall be spread equally over the Term, payable in three annual installments on 1st August, 1st December and 1st March in each contract year, or such earlier dates as requested by the Licensee.

- **Distribution Plan** – Bidders must submit a detailed Distribution Plan with their Bid setting out the methodologies by which each Bidder will exercise and exploit the Media Rights the subject of the Bid within the Territory which must address each of the matters set out in Schedule 4.
- **Supporting materials** – Bidders should submit the following documentation with their Bid:
 - (i) copies and sources of any research or evidence used by the Bidder to support its Bid;
 - (ii) full details of the Bidder's corporate structure, ultimate holding company and other group companies (the "Bidder's Group") and the ownership structure of such companies;
 - (iii) a copy of relevant company

audited accounts of the Bidder and all members of the Bidder's Group for the last three years and the latest set of interim or management accounts; and (iv) a detailed description of any partnerships, joint ventures or similar relationships of any nature between the Bidder (or any member of the Bidder's Group or any associated company) and any other undertaking involved in media production or broadcasting of any nature or other interest or arrangement which may be relevant to this process.

- **Non Disclosure Agreements** – All Bidders must submit a signed NDA (including in the case of joint Bidders a separate NDA from each Bidder) in the form set out in Schedule 2 with their Bids. A soft copy of the NDA is available on request via e-mail to Mary Guest (see contact details in Section 4.14).

4.13 Addresses for submission

Bidders are invited to submit Bids in either hard or soft copy. Bidders submitting hard copies must submit 5 hard copies of the Bid by the Bid Deadline by hand and/or courier to The FA's reception at Wembley Stadium, Wembley, London HA9

OWS marked "Stuart Turner – Group Commercial Director, Private and Confidential". Bidders submitting soft copies must submit the Bid by the Bid Deadline by sending Bids to DomesticTV@TheFA.com. The FA will send an acknowledgement of receipt of all electronic submissions.

4.14 Bidder enquiries and requests for clarification

The following FA personnel will be available to Bidders throughout the tender process to answer any queries or address any clarifications regarding any aspect of this ITT or the tender process:

STUART TURNER

Group Commercial Director
The Football Association
Tel: +44 (0) 844 980 8200 # 4877
Fax: +44 (0) 844 980 0684
Mobile +44 7966 398 152
e-mail: stuart.turner@TheFA.com

MARK SHANNON

Head of Broadcast
The Football Association
Tel: +44 (0) 844 980 8200 # 4565
Fax: +44 (0) 844 980 0684
Mobile: +44 (0) 794 387 5132
e-mail: mark.shannon@TheFA.com

An aerial photograph of a soccer field with alternating light and dark green stripes. White lines mark the field boundaries. A white oval highlights the word 'CLARIFICATION' in the center.

CLARIFICATION

All requests for clarification should be made via e-mail and also copied to The FA's Legal Department, FAO Mary Guest (mary.guest@TheFA.com).

The FA shall also endeavour to ensure that the above individuals are available for a single one hour meeting with each Bidder at Wembley Stadium prior to the Bid Deadline, to discuss any queries or address any clarifications regarding any aspect of this ITT or the tender process. Any such meeting shall be arranged upon the request of a Bidder (to be submitted to the above email addresses) at a time to be agreed with The FA. Bidders are requested to provide as much notice as possible of any request for such a meeting.

The FA reserves the right to copy any responses to clarification requests that it makes to all prospective Bidders. Where it does so The FA will maintain the anonymity of the enquirer if this process is used. If you wish to be provided with a copy of such clarification requests, please notify us using the contact details set out above.

4.15 Clarifications of Bids

Following receipt of Bids, The FA may ask Bidders to provide clarification and/or further information in respect of any aspect(s) of their Bids. Bidders will be expected to

co-operate promptly and fully with The FA in this regard and to provide any requested clarifications and/or information in writing in accordance with the timeframe stipulated by The FA.

4.16 Assessment of Bids

The FA will assess each Bid upon receipt. For the avoidance of doubt, The FA is not under any obligation to accept the highest financial Bid (or indeed any Bid) for any individual Package or combination of Packages and shall be free in its absolute discretion to select the Bidders which most successfully fulfill its objectives and requirements.

The FA in its absolute discretion may reject any Bidder at this stage of the process (or at any subsequent stages) and will be under no obligation to give reasons for such decisions (or any other decisions made pursuant to the ITT process).

4.17 Presentations

Following the assessment process, The FA will decide in its absolute discretion whether to invite any Bidder(s) (and if so which Bidder(s)) to make a presentation of its Bid to a panel at Wembley Stadium.

4.18 Action following Bid evaluations

Following a period of evaluation and any further requests for clarification

and/or meetings that The FA may require, The FA may in its absolute discretion announce the award (subject to contract) of an individual Package or Packages to the successful Bidder(s) after the first round of Bids.

Should The FA not be in a position to award an individual Package or Packages following the first round Bids it may, for example, in its absolute discretion (without prejudice to the generality of Section 4.10) engage in any of the following:

- invite additional rounds of bidding for any or all of the individual Packages. The FA will issue instructions for the process and timetable for any additional rounds of bidding, which may include an auction process. Please note that the financial elements of Bids placed in a previous round of Bidding will still apply unless the inventory contained within that Package has been altered by The FA;
- eliminate certain Package options or Conditionality Requirements to enable better comparison between individual Bids;
- refine or modify Packages to enable a more compatible set or package of rights to be offered to the market and invite new Bids for the same; and/or
- decide to remove any individual Package from sale.

Following the completion of the final round of bidding for any individual Package, The FA shall notify the successful Bidder(s) of the award (subject to contract) of that Package and confirm in writing the key terms of their Bid that has been accepted by The FA in the form of a memorandum of understanding (“MOU”). As part of the MOU process the successful Bidder(s) should note that:

- they may be required to submit further information requested by The FA including by way of example only a Content Utilisation Plan (to the extent that The FA requires supplementary information on this aspect of the Distribution Plan); and
- The FA reserves the right to require the payment of a non-refundable financial deposit at the start of any period of exclusivity granted to a successful Bidder to negotiate and/or finalise the Media Rights Agreement. Any non-refundable financial deposit required by The FA further to this Section 4.18 shall be applied in partial payment of any amounts owed by the Bidder under a signed Media Rights Agreement, and shall be deducted from the first instalment of the applicable rights fee payable under the same.

Successful Bidders will then be sent a draft long-form Media Rights Agreement (based on The FA’s standard form of the same) which will reflect the terms of the MOU, which shall form the basis of the resulting period of contract negotiation. Any draft agreement supplied by a Bidder will be rejected. Negotiations shall not (unless otherwise agreed by The FA) exceed 90 days. In the event The FA and the Bidder have not entered into a final Media Rights Agreement within such 90 days (or such other period agreed by The FA) The FA shall be entitled in its absolute discretion to retender the applicable Media Rights or to negotiate and/or enter into a Media Rights Agreement with any third party. For the avoidance of doubt the grant of Media Rights to a successful Bidder(s) is subject to the finalisation and entry into of a Media Rights Agreement.

Bidders should note that material terms of the Media Rights Agreement shall include (without limitation):

- where the Licensee is obliged to record or produce Footage, a requirement to indemnify The FA against any loss or damage suffered by The FA as a result of the Licensee’s failure to produce the relevant Footage (including a failure to produce such Footage in

accordance with the production standards specified in Section 5.9.3 and Schedule 7);

- a requirement to indemnify The FA against any loss or damage suffered by The FA as a result of: (i) the Licensee’s breach of the commercial provisions specified in the first three paragraphs of Schedule 5; or (ii) the Licensee’s breach of the encryption and geo-blocking requirements set out at Section 5.7.1 and/or the DRM requirements set out at Section 5.7.3; and
- a right for The FA to terminate the Media Rights Agreement in the event that: (i) the applicable Licensee fails to comply with its Coverage Obligations; or (ii) there is a change of control of the Licensee or any parent undertaking of the Licensee, or if the Licensee transfers its assets or business or a substantial part thereof to a third party without obtaining the prior written approval of The FA.

4.19 The FA's own exploitation

If The FA does not sell any Package(s), The FA expressly reserves to itself the right in its absolute discretion to:

- exploit within the Territory any or all of the rights included in such Package(s) (including for the avoidance of doubt any Live Package) via any Permitted Delivery System, on any platform and on a Free, Pay or Pay Per View basis; or
- combine its own exploitation of the rights in such Package(s) with the sale to a third party licensee of an amended Package in the Territory.

SCOPE OF MEDIA RIGHTS



2 Bidders should note that certain Live Packages require that where a Bidder owns and/or operates more than one channel programme service then the Designated TV Channel must be the Bidder's Primary Channel.

3 Whilst part (ii) of the Live Rights grant permits simulcasting of the Designated TV Channel over any number of Permitted Delivery Systems, Bidders should note that certain Live Packages carry an obligation to Simulcast the Live Programming by means of the Internet on a Designated Channel Website.

This Section 5 sets out the scope of the Media Rights which will be made available to the Licensee(s) during the Term and the terms and conditions attaching to the exercise of the same. This Section must be read in conjunction with Section 6, including in particular those parts of Section 6 which set out: (i) the Transmission Windows, Coverage Obligations and Coverage Entitlements for each of the Packages; and (ii) the permitted composition (including duration) of the Highlights Programming for each of FA Cup Package I, England Packages C and D and the FA Club Competition Package.

5.2 Live Programming

5.2.1 Live Match Programming

The Licensee(s) of the Live Packages will have the right and/or obligation during the Term: (i) to record, edit and Transmit the Live Programmes within the Territory by means of any TV Delivery system on a Designated TV Channel on a Free or Pay basis only (subject to the restrictions in FA Cup Package H in respect of the FA Cup Final); (ii) to Simulcast such Live Transmission ; (iii) to exercise the Interactive Rights in such Match within and during the Transmission of any Live Programming; and (iv) to exercise the Clip Rights set out in Section 5.2.4.

5.2.2 As Live Match Programming

The Licensee(s) of the Live Packages will have the additional right during the Term to make As Live Transmissions (i.e. a re-Transmission in full without any editing whatsoever) of any Match the subject of the Live Transmission by such Licensee within the Territory as follows: (i) up to two times per Match on a Linear basis on a Designated TV Channel, and (ii) on a VOD basis on a Designated Service, in both cases by means of any Permitted Delivery System and during the period commencing at the final whistle of the relevant Match and ending seven days after the final whistle of such Match.

5.2.3 FA Cup preliminary competition programming

Bidders for FA Cup Packages A–H (inclusive) are encouraged to make proposals in their Distribution Plan to record, edit and Transmit Footage of FA Cup Matches in The FA Cup Qualifying Competition (i.e. all rounds up to the 1st Round proper).

5.2.4 Live Package Clip Rights

The Clip Rights for each Licensee of the Live Packages consist of:

(i) an in game clip service, meaning the right to include in the Live Programmes edited highlights of the Match the subject of the Live Programme by means of

an Interactive Service up to the earlier of: (i) the end of the relevant Live Programme; or (ii) 30 minutes after the final whistle. There is no limit on the length of individual clips or the aggregate duration of clips that can be used on the Interactive Service during this period;

(ii) in game review rights, meaning the right to use edited highlights of the Match the subject of the Live Transmission within and during the Live Programme for customary match analysis (e.g. at half time and at full time);

(iii) the right to Transmit via Internet Delivery on one Designated Clip Website a single post-match clip package of footage from each Match which is the subject of a Live Transmission. Such clip package may be made available from midday on the day following the relevant Match until the end of the Season in which that Match is played. Each clip included in such clip package shall be subject to a maximum length of 30 seconds, and the aggregate length of such clip package shall be subject to a maximum of 3 minutes per Match; and

6 See footnote 2 which also applies to certain Highlights Packages.

7 See footnote 3 which also applies to certain Highlights Packages.

8 The right to use Clips pursuant to paragraph 5.4.2 will only apply in relation to those Matches the subject of the Highlights Programming.

(iv) limited additional delayed clip rights, meaning: (a) the right to include clips used as part of a Live Transmission in accordance with (i) and (ii) above as part of any re-transmission of its Live Transmissions pursuant to Section 5.2.2 above; (b) the right to use clips in on air promos and trailers for forthcoming Transmissions of Live Programming; and (c) the right to use clips in preview programming Transmitted on the Designated TV Channel for forthcoming Matches falling within the category of inventory awarded to the relevant Licensee(s).

5.3 FA Cup Match Scheduling

5.3.1 Potential kick off times for FA Cup Matches

FA Cup Matches played in Rounds 1-6 of The FA Cup may be scheduled in a maximum of eight (8) potentially available timeslots. The scheduling of FA Cup Matches and the availability of the timeslots is subject to: (i) police advice and/or instruction; (ii) safety and security issues; (iii) the scheduling of surrounding fixtures for the playing of matches in European club competitions; (iv) the Regulations; and (v) any other issue that may affect the ability to schedule a particular FA Cup Match in a chosen timeslot.

Day	Potential kick off time
Friday	20.00
Saturday	12.15
Saturday	17.15
Sunday	12.00
Sunday	14.00
Sunday	16.00
Sunday	18.00
Monday	20.00

5.3.2 Match and timeslot selection protocol

The Licensee for each FA Cup Live Package in Rounds 1-6 will be entitled to choose: (i) the FA Cup Match that they wish to Transmit; and (ii) subject always to the provisions of Section 5.3.1 above, the timeslot in which they wish to make that Transmission in accordance with the Match selection and timeslot selection priority that is assigned to the FA Cup Live Package in question. Please note that The FA will allocate the kick-off dates and times for The FA Cup Semi-Finals, The FA Cup Final, FA Cup Replays and any FA Cup Match which needs to be replayed as a result of any postponement. The selection process for each individual FA Cup Live Package will only commence following The FA's confirmation of the selection and scheduling of the FA Cup Live Package which enjoys immediate priority (in terms of selection and scheduling) to the

FA Cup Live Package in question. For example the Licensee for the FA Cup Package B1, will be entitled to make its choice of FA Cup Match and timeslot only once the selection by the Licensee for FA Cup Package A1 has been confirmed.

If The FA is unable to confirm the FA Cup Match selection made by a Licensee, the Licensee will be offered the opportunity to confirm their original FA Cup Match Selection but in a different available timeslot or to select a different FA Cup Match from those that remain available in its original timeslot selection. This process will continue until the FA Cup Match and timeslot selection are confirmed by The FA.

After each FA Cup draw, the Licensee(s) for FA Cup Live Packages must make their Match and timeslot selections regardless of any outstanding outcomes (replays) that may feature in the draw.

5.3.3 Delayed match selections for The FA Cup

Following the Live match selection process set out in Section 5.3.2 the Licensee(s) of FA Cup Package I (FA Cup Highlights) will select three additional FA Cup Matches (i.e. The FA Cup Matches that have not been selected and scheduled for Live Transmission) for Transmission by way of extended Highlights (in the

10 See footnote 2 which also applies to certain Highlights Packages.

11 See footnote 3 which also applies to certain Highlights Packages.

12 The right to use Clips pursuant to paragraph 4.4.2 will only apply in relation to those Matches the subject of the Highlights Programming.

manner set out in FA Cup Package I). For the avoidance of doubt the Licensee(s) of FA Cup Package I may Transmit highlights from all other FA Cup Matches subject to the availability of the Footage.

5.3.4 Live Programming for FA Cup Draws

The Licensee(s) of FA Cup Packages A1 and F shall be obliged to produce a Live Feed of the Draw Programmes included in the relevant Package and Transmit such Live Feed in accordance with the Coverage Obligations set out in FA Cup Packages A1 or F (as applicable). Such Draw Programmes must include at least one 30 second vignette supplied by The FA for each FA Cup Draw.

5.4 Highlights

5.4.1 Highlights Programming

The Licensee(s) of the Highlights Packages will have the right and/or obligation during the Term: (i) to record, edit and Transmit Highlights Programmes within the Territory by means of any TV Delivery system on a Designated TV Channel during the relevant Highlights Window on a Free or Pay basis; (ii) to Simulcast any such Highlights Transmission ; (iii) to make the Highlights Programmes available on a VOD basis on a Designated

Service via any applicable Permitted Delivery System during the relevant Highlights Window (provided such Highlights Programme is made available in full without any editing whatsoever, save for the removal of any commercial breaks); (iv) to exercise the Interactive Rights within and during the Transmission of any Highlights Programming; and (v) to exercise the Clip Rights set out in Section 5.4.2.

5.4.2 Highlight Clip Rights

The Clip Rights for the Highlights Package Licensee(s) consist of the right to use clips :

- (i) in on air promos and trailers for forthcoming Transmissions of Highlights Programming; and
- (ii) within any Highlights Programme Transmitted pursuant to paragraph

5.4.1 above for customary match analysis.

5.5 Near Live Clip Rights

Without prejudice to Section 5.10.2, Bidders should specifically note that the exploitation of the Near Live Clips shall be subject always to the UEFA regulations for Article 48 Blocked Hours. No clip of any Match may be transmitted or made available at any time during the Article 48 Blocked Hours.

5.5.1 FA Cup and FA Community Shield – FA Cup Package J

The Licensee of FA Cup Package J will have the right during the Term to record, edit and Transmit Near Live Clips of FA Cup Matches and FA Community Shield Matches played during the Term (each an “FA Cup Clip Match”) within the Territory on an on demand basis on a Designated Service via Mobile Delivery and Internet Delivery as set out below.

Upon request, such Licensee may be provided with real-time access to a feed of each FA Cup Clip Match.

The clips of each FA Cup Clip Match exploited in accordance with (a) to (c) below may only be Transmitted in the relevant Transmission Window, and must be Transmitted on a standalone basis and not combined with the clips of Footage of any other match or event.

(a) FA Cup In-Match Clips

The Licensee of FA Cup Package J may Transmit the FA Cup In-Match Clips (as defined below) via a Designated Mobile Service and/or a Designated App during the FA Cup In-Match Clips Window. Such FA Cup In-Match Clips must be delivered by means of Mobile Delivery or, in the case of delivery to a Designated App, by Mobile Delivery or Internet Delivery.

13 The Post Match Clip Rights are subject to availability of Feeds/tapes of Matches coverage of which is not being produced for Live Programming, selected extended Highlights Programming.

The **“FA Cup In-Match Clips”** shall consist of the following aggregate duration of Footage of each FA Cup Clip Match:

- (i) During each half (including additional time) of each FA Cup Clip Match, a maximum of four (4) individual clips of Footage of the relevant half of that Match (or, if greater, a number of clips equal to the number of goals scored in the relevant half of that FA Cup Clip Match). The maximum length of each individual clip shall be 30 seconds and the aggregate duration of all clips shown during each half of each FA Cup Clip Match must not exceed two (2) minutes; and
- (ii) At half time, the clips used in the first half may be combined and made available as a half time clips package. If less than four (4) clips were made available in the first half, additional clips of Footage (i.e. not used in the first half) may be combined and made available up to that limit of four (4), subject always to the maximum length of each individual clip being 30 seconds and the aggregate duration of all clips shown during half time not exceeding two (2) minutes.

The **“FA Cup In-Match Clips Window”** means the period from the

kick off of the relevant FA Cup Clip Match until the final whistle of such FA Cup Clip Match.

(b) FA Cup Post-Match Clips

The Licensee of FA Cup Package J may Transmit the FA Cup Post-Match Clips (as defined below) via a Designated Mobile Service and/or a Designated App during the FA Cup Post-Match Clips Window. Such FA Cup Post-Match Clips must be delivered by means of Mobile Delivery or, in the case of delivery to a Designated App, by Mobile Delivery or Internet Delivery.

The **“FA Cup Post-Match Clips”** shall consist of a single post-match clip of each FA Cup Clip Match, in each case where the maximum length of each individual clip shall be 30 seconds and the aggregate duration of all clips shown from each FA Cup Clip Match must not exceed two (2) minutes.

The **“FA Cup Post-Match Clips Window”** means the period from the final whistle of the relevant FA Cup Clip Match until the end of the Season in which that FA Cup Clip Match is played.

(c) Online FA Cup Clips

The Licensee of FA Cup Package J may Transmit the Online FA Cup Clips (as defined below) by means of

Internet Delivery via a Designated Clip Website during the Online FA Cup Clips Window.

The **“Online FA Cup Clips”** shall consist of a single post-match clip package of each FA Cup Clip Match, subject to a maximum of ten (10) individual clips per FA Cup Clip Match, each of which may be a maximum of 60 seconds. The aggregate duration of all clips shown from each FA Cup Clip Match must not exceed five (5) minutes.

The **“Online FA Cup Clips Window”** means the period from midnight on the day of the relevant FA Cup Clip Match until the end of the Season in which that FA Cup Clip Match is played.

5.5.2 England Matches – England Package E

The Licensee of England Package E will have the right during the Term to record, edit and Transmit Near Live Clips of all England Matches which are Transmitted on a Live basis within the Territory during the Term (each an **“England Clip Match”**) on an on demand basis on a Designated Service via Mobile Delivery and Internet Delivery as set out below.

Upon request, such Licensee may be provided with real-time access to a feed of each England Clip Match.

The clips of each England Clip Match exploited in accordance with (a) to (c) below may only be Transmitted in the relevant Transmission Window, and must be Transmitted on a standalone basis and not combined with the clips of Footage of any other match or event.

(a) England In-Match Clips

The Licensee of England Package E may Transmit the England In-Match Clips (as defined below) via a Designated Mobile Service and/or a Designated App during the England In-Match Clips Window. Such England In-Match Clips must be delivered by means of Mobile Delivery or, in the case of delivery to a Designated App, by Mobile Delivery or Internet Delivery.

The “**England In-Match Clips**” shall consist of the following aggregate duration of Footage of each England Clip Match:

- (i) During each half (including additional time) of each England Clip Match, a maximum of four (4) individual clips of Footage of the relevant half of that Match (or, if greater, a number of clips equal to the number of goals scored in the relevant half of that England Clip Match). The maximum length of each individual clip shall be 30 seconds and the aggregate

duration of all clips shown during each half of each England Clip Match must not exceed two (2) minutes; and

- (ii) At half time, the clips used in the first half may be combined and made available as a half time clips package. If less than four (4) clips were made available in the first half, additional clips of Footage (i.e. not used in the first half) may be combined and made available up to that limit of four (4), subject always to the maximum length of each individual clip being 30 seconds and the aggregate duration of all clips shown during half time not exceeding two (2) minutes.

The “**England Post-Match Clips Window**” means the period from the final whistle of the relevant England Clip Match until the end of the Season in which that England Clip Match is played.

(b) England Post-Match Clips

The Licensee of England Package E may Transmit the England Post-Match Clips (as defined below) via a Designated Mobile Service and/or a Designated App during the England Post-Match Clips Window. Such England Post-Match Clips must be delivered by means of Mobile Delivery or, in the case of delivery to a Designated App, by Mobile Delivery or Internet Delivery.

The “**England Post-Match Clips Window**” means the period from the final whistle of the relevant England Clip Match until the end of the Season in which that England Clip Match is played.

The “**England Post-Match Near Live Clips Window**” means the period from the final whistle of the relevant England Clip Match until the end of the Season in which that England Clip Match is played.

(c) Online England Clips

The Licensee of England Package E may Transmit the Online England Clips (as defined below) by means of Internet Delivery via a Designated Clip Website during the Online England Clips Window.

The “**Online England Clips**” shall consist of a single post-match clip package of each England Clip Match, subject to a maximum of ten (10) individual clips per England Clip Match, each of which may be a maximum of 60 seconds. The aggregate duration of all clips shown from each England Clip Match must not exceed five (5) minutes.

The “**Online England Clips Window**” means the period from midnight on the day of the relevant England Clip Match until the end of the Season in which that England Clip Match is played.

5.5.3 General

The Licensees of FA Cup Package J and England Package E shall be entitled:

- (a) to make available Near Live Clips of any incidents during the relevant Match (subject to the limitations on number and duration set out in Sections 5.5.1 and 5.5.2 above) save that The FA reserves the right to prohibit the availability of any incidents The FA reasonably believes to be controversial during a Match; and
- (b) to exploit the applicable Near Live Clips on a Free or Pay basis.

For the avoidance of doubt, the various Near Live Clip Packages which may be exploited by the Licensees of FA Cup Package J and England Package E are separate clip packages which cannot be aggregated and/or combined into a single offering. This does not prohibit such Licensees from Transmitting the Near Live Clips on a Designated Clip Website or via a Designated Mobile Service and/or a Designated App (as applicable) which contains other content (including other FA content), provided that the Near Live Clips from each match are shown separately.

The Licensees of FA Cup Package

J and England Package E shall be required to ensure that:

- (i) no Near Live Clips which may be exploited by Mobile Delivery pursuant to Sections 5.5.1(a) or (b) and/or Section 5.5.2(a) or (b) above are capable of being accessed or viewed on any reception or viewing equipment, terminal or device other than Mobile Devices. For the avoidance of doubt, the Licensee shall be entitled to exploit such Near Live Clips itself by means of the Internet via a Designated App for viewing on Mobile Devices only; and
- (ii) no Near Live Clips which may be exploited by means of Internet Delivery pursuant to Sections 5.5.1(c) and 5.5.2(c) are capable of being accessed or viewed other than via Internet Delivery via a Designated Clip Website.

Without prejudice to the foregoing provisions of this Section 5.5, for the avoidance of doubt the Near Live Clips may not be exploited via TV Delivery.

5.5.4 Sub-Licensing of Near Live Clips

The Licensee(s) of the Near Live Clips Packages shall be entitled to sub-licence the right to exploit via Mobile Delivery the rights set out

at Sections 5.5.1(a) and (b) and/or Section 5.5.2(a) and (b) above to one or more Mobile Operator(s), subject to the terms of their Media Rights Agreement with The FA which shall include (without limitation):

- (i) each Mobile Operator is subject to the prior written approval of The FA;
- (ii) the sub-licence must not exceed the scope of rights granted in the applicable Media Rights Agreement or contradict the terms of such Media Rights Agreement, and the Licensee shall at all times remain fully responsible for and liable to The FA for the acts and omissions of any such Mobile Operator(s) in relation to its use, enjoyment or exploitation of the relevant rights;
- (iii) the service provided by such Mobile Operator(s) shall be branded with the Licensee's name and/or logo e.g. "xxx sports" on "yyy mobile network", and may not be aggregated with the content of any third party;
- (iv) the communication(s) links comprised in any such Transmission include at least in part Transmission by means of Mobile Communications Technology;

14 Where the successful Licensee is not itself a Mobile Operator, the Licensee may sub-license the rights to Mobile Operator(s) provided that the service provided by such Mobile Operator(s) shall be branded with the Licensees name and/or logo e.g. “xxx sports” on “yyy mobile network”.

15 The relevant mobile service may deliver the content and allow users/subscribers to access and download the content on an on demand basis.

(v) such Mobile Operator(s) shall not be entitled to exploit the Near Live Clips via any Designated App; and

(vi) The FA reserves the right to require the Licensee to contract with each such Mobile Operator(s) on The FA’s terms and conditions to be notified to the relevant Licensee and to be incorporated as a contractual requirement within the Media Rights Agreement.

Without prejudice to the foregoing, if (i) the Licensee of FA Cup Package J does not itself exploit the rights set out at Sections 5.5.1(a); or (ii) the Licensee of England Package E does not itself exploit the rights set out at Sections 5.5.2(a), such Licensee(s) shall be contractually obliged to sub-license such rights to a Mobile Operator(s) who requests such a sub-licence, provided such request is made on reasonable commercial terms and the applicable sub-licence complies with the terms of the Licensee’s Media Rights Agreement with The FA.

The Licensee(s) of the Near Live Clip Packages may not sub-licence the rights set out at Sections 5.5.1(c) and/or Section 5.5.2(c).

5.6 Sub-Licensing

Save as expressly permitted in this ITT or otherwise agreed with The FA in writing, it is envisaged that the Media Rights Agreements will not permit the Licensee(s) of any Package

to sub-license the Media Rights awarded to them by The FA.

If any agencies wish to make a Bid for one or more Packages, they should set out in their Distribution Plan detailed proposals for how they intend to sub-license the applicable Media Rights the subject of their Bid should their Bid be successful.

Where sub-licensing is approved by The FA, The FA reserves the right to require a Licensee to contract with each sub-licensee on The FA’s terms and conditions to be notified to the relevant Licensee and to be incorporated as a contractual requirement within the Media Rights Agreement.

5.7 Territorial Integrity and Digital Rights Management (DRM)

5.7.1 Encryption and Geo-blocking
To the maximum extent permitted by Applicable Law, each Licensee will be contractually required to ensure the territorial integrity of its Transmissions of content made pursuant to the Media Rights granted to such Licensee, for example, by the use of secure and effective encryption, geo-blocking or similar technology and appropriate scrutiny and verification of the residences of subscribers and users, so as to ensure that no person outside the Territory can access or view such

content in an intelligible form.

Customary exceptions will be considered by The FA for (i) accidental overspill of unencrypted free over the air digital terrestrial Transmissions (ii) the absolute effectiveness of geo-blocking and DRM technology; and (iii) inter-roaming arrangements for subscribers/users of mobile services whilst they are abroad.

In addition, Licensees who are authorised to Transmit Programming by means of TV Delivery may be permitted to make Transmissions of content by means of DTH satellite television via a designated satellite approved by The FA that is capable of reception outside the Territory, provided that all such Transmissions are securely encrypted (or similar conditional access technology is deployed) so that no person outside the EEA can access or view such content in an intelligible form. Such Licensees shall be entitled to sell or otherwise supply equipment or devices (including, but not limited to any so-called “smart cards” and/or any decoding equipment) which are necessary to decode such Transmissions or to receive such Transmissions in an intelligible form to residents of the EEA outside the Territory who have actively requested or

ordered the same. Licensees shall otherwise be prohibited from actively marketing or soliciting orders for any decoding or similar equipment which is necessary to decode such Transmissions to or from any person outside the Territory.

5.7.2 Change in the Regulations

Bidders should note that it will be a material term of each Media Rights Agreement that if, during the Term, a change in the Regulations has the effect that the obligations of a Licensee in the Territory (or the obligations of The FA's other media rights licensees in any other EEA territory), to use encryption, geo blocking or similar conditional access technology to restrict their respective Transmissions of Footage and/or Matches by means of Mobile Delivery and/or Internet Delivery to persons within the Territory or other EEA territories (as applicable) becomes illegal, invalid or unenforceable (an "Intervening Event"), from the date of such Intervening Event:

- (i) The FA will be entitled to authorise any other licensees within the EEA to use and exploit the applicable rights via Mobile Delivery and/or Internet Delivery (as applicable), on a non-exclusive basis both within and outside the Territory, provided that any such

other EEA licensee(s) shall not be permitted to exploit the applicable rights in the English language or to actively market or solicit orders for any service for the exploitation of the rights via Mobile Delivery and/or Internet Delivery (as applicable) to or from any person resident within the Territory;

- (ii) The FA shall itself be entitled to use and exploit the applicable rights in any language via Mobile Delivery and/or Internet Delivery (as applicable) within the Territory;
- (iii) the Licensee will be contractually obliged not to actively market or solicit orders for any service for the use or exploitation of the applicable rights by means of Mobile Delivery and/or Internet Delivery (as applicable) to or from any person resident in any EEA territory other than the Territory or authorise any third party to do the same.

5.7.3 Digital file transfer

Each Licensee will be contractually required to employ DRM technology to ensure that any person receiving any Footage Transmitted pursuant to the Media Rights granted to such Licensee (whether downloaded by, streamed to or otherwise delivered to or accessed by the end user) is prevented from:

- forwarding such Footage to any other person (i.e. to stop individual file sharing);
- transferring or otherwise posting such Footage on any electronic communication site or service which can be accessed by third parties (i.e. to stop file sharing);
- unlawfully copying or recording such Footage to view the same outside of the applicable Transmission Window; and
- accessing and viewing such Footage after the expiry of the relevant Transmission Window (i.e. that all copies of the Footage (howsoever recorded or stored) on any end users set-top box, personal computer or Mobile Device or other fixed or mobile reception device or equipment are destroyed upon the expiry of the applicable Transmission Window).

5.8 Exclusivity

Subject to Sections 5.7 and 5.10 and this Section 5.8, and save where it is expressly stated in Section 6 that a particular Package may be awarded on a non-exclusive basis, to the extent permitted by Applicable Law it is The FA's intention that the relevant Media Rights in respect of each Package will be awarded on an exclusive basis within the Territory.

However, Bidders should note that:

(i) pursuant to Section 4.19 above The FA may exploit any unsold rights in any Package in the Territory; and (ii) the grant of Media Rights in the Territory will be subject to the following:

- normal overspill for Transmissions made by The FA's licensees outside the Territory made by means of free to air analogue and/or digital terrestrial television;
- unencrypted satellite Transmissions by The FA's licensees outside the Territory on satellites with a footprint that could potentially extend to the Territory;
- customary exceptions for the effectiveness of geo-blocking and DRM deployed by The FA's licensees;
- passive sales of subscription services by The FA's other licensees within the EEA in accordance with the provisions of Section 5.7.1; and
- any change in the Regulations in accordance with the provisions of Section 5.7.2.

5.9 Provision of Live Feeds and Production Requirements

5.9.1 Live Feeds and other Coverage

Any Licensee who has been awarded a Package comprising Live Rights to any Match the subject of a Coverage Obligation will be contractually required to produce a Live Feed of the relevant Match, save in the case of the Licensee of England Package A and England Package B in relation to away friendlies played by the England Senior Team and/or the England U21 Team.

Any Licensee who has been awarded FA Cup Package I (FA Cup Highlights) will be contractually required to produce a Live Feed of three (3) Matches played at 3.00pm Saturday in each of Rounds 1 to 5.

Each Licensee producing a Live Feed of any Match will be required to make the Live Feed available to The FA and/or any third parties designated by The FA (including other Licensees) free of charge at, or adjacent to, the relevant stadium or at BT Tower (or such other communications uplink/relay centre situated within the UK as The FA may designate).

Any Licensee who has been awarded FA Cup Package I (FA Cup Highlights) will also be contractually

required to produce a single camera feed of all other FA Cup Matches played in each Round which are not the subject to a Live Feed pursuant to the first two paragraphs of this Section 5.9.1. Such Licensee will be required to make each such single camera feed available to The FA and/or any third parties designated by The FA free of charge at, or adjacent to, the relevant stadium or at BT Tower (or such other communications uplink/relay centre situated within the UK as The FA may designate) by no later than 10pm on the day of the relevant FA Cup Match.

For the avoidance of doubt the Licensee(s) of FA Cup Package I may Transmit Highlights from all FA Cup Matches subject to the availability of the Footage.

Licensees will be required to work with The FA to implement technology as required for the creation of virtual feeds of any Matches.

5.9.2 Facilities at grounds

Subject to space and facilities at the relevant venue, The FA will specify and agree a protocol setting out priorities between the different categories of Licensees to meet their production requirements at the venue (including, where applicable, a Simulcasting protocol for The FA Cup Final). Other materials such as

(i) flash interviews; and (ii) footage produced by any goalline technology introduced at Wembley Stadium may be made available by or on behalf of The FA or The FA's production partner.

5.9.3 Production standards

Bidders are required to make specific proposals regarding production standards as part of the Distribution Plan. Schedule 7 provides a summary of The FA's minimum production standards to which (in the absence of any agreed higher standards) Bidders will be contractually required to adhere in relation to the production of all Live Feeds and other feeds of Footage in accordance with Section 5.9.1 above. Bidders should also note that The FA reserves the right to require production costs contributions from the Licensees who have been awarded FA Cup Package I (Highlights) on a non-exclusive basis to ensure that the burden of producing coverage of all FA Cup matches in the earlier rounds of the competition is fairly shared and apportioned amongst the relevant Licensees of such rights.

5.10 Reserved Rights, Football Rules and Regulations and Applicable Law, FA Rights and Club Rights

5.10.1 Reserved Rights

All rights not expressly granted to a Licensee under a Media Rights Agreement will be reserved by The FA and accordingly may be exploited by The FA or any third parties appointed by The FA within or outside the Territory including (without limitation) (i) Second Party Rights; (ii) Near Live Long Form Rights (iii) Fixed Media Rights; (iv) Audio Rights; (v) Archive Rights; (vi) Betting Rights (vii) Closed Circuit Rights (viii) Public Screening Rights; (ix) in Term clip rights for use in audio visual commercials in any media and in general entertainment programming and/or internationally distributed sports magazine programming, in each case subject to a 120 hour holdback; and (x) clips on a non-exclusive basis for use by news gathering and dissemination services such as Reuters and SNTV and for customary news access purposes in accordance with Applicable Law, applicable voluntary industry regulation and/or any applicable news access guidelines notified by The FA from time to time.

5.10.2 Football Rules and Regulations and Applicable Law

The rights granted under a Media Rights Agreement will be subject to: (i) Applicable Law; and (ii) the Football Regulations including in particular but without limitation Article 48 of the UEFA statutes which implement Article 48 Blocked Hours (including all implementing regulations therefor) and any and all equivalent statutes articles and regulations of FIFA and its member confederations throughout the world. The FA shall not be in breach of any Media Rights Agreement by virtue of any action which it takes or omits to take as a consequence of Applicable Law or the Football Regulations.

5.10.3 FA Rights

All Media Rights will be subject to a right for The FA to make Footage available on FA Branded Channels subject to the holdbacks and other conditions set out in Schedule 3 and to rights of The FA and its Commercial Partners to use Footage for advertising and promotional purposes both within and/or outside the Territory.

5.10.4 Club Rights

The Media Rights relating to matches forming part of FA Club competitions (i.e. The FA Cup, The FA Community Shield, The FA Trophy and The FA Youth Cup) will be subject to the rights of the participating clubs to Transmit their matches on club channels/club websites and as part of a club mobile rights package in each case subject to the holdbacks and other conditions set out in Schedule 3.

5.11 Commercial Provisions

To the maximum extent permitted under Applicable Law, Licensees will be contractually required to comply with the commercial provisions set out in Schedule 5.

5.12 Copyright

All Licensees will be contractually required as beneficial owner to irrevocably and unconditionally assign to The FA free of all third party rights, claims and encumbrances and with full title guarantee (and where the assignment is of copyright by way of assignment of present and future copyright) the

entire benefit and all other right, title and interest (including all intellectual property rights) in and to (i) any and all Live Feeds and other Footage; and (ii) all English language commentary tracks, produced by or on behalf of the Licensee for The FA to hold the same absolutely throughout the world for the full period of such rights and all renewals, reversions, revivals and extensions of such rights and thereafter in perpetuity and the Licensee shall in any jurisdiction where such assignment does not take effect be required to hold such copyright and other rights for the benefit of The FA absolutely.

SECTION 1 FA CUP PACKAGES



**FA CUP PACKAGE A1 – LIVE
THE FA CUP (ROUNDS 1-6) - 1ST PICK**

FA Cup Match selection: First pick from all FA Cup Matches in Rounds 1-6 of The FA Cup (therefore excluding the Semi-Finals and Final) in each Season during the Term. This excludes FA Cup Replays.

FA Cup Match timeslot selection: First pick from a maximum of eight available timeslots, subject to Section 5.3.

FA Cup Draw: Each FA Cup Draw made for Rounds 1-6 of The FA Cup.

Coverage Obligations: Obligation to Transmit Live Programmes and Draw Programmes for Rounds 1-6 of The FA Cup on a Primary Channel and to Simulcast on a Designated Channel Website.

Additional rights: The Licensee will be granted the right to make As Live Match Programmes available as detailed in Section 5.2.2, together with the Interactive Rights and the Clip Rights as detailed in Section 5.2.4.

Number of FA Cup Matches per Season: 6.

Number of FA Cup Matches during the Term: 24.

Conditionality Requirements: All Bidders for FA Cup Package A1 must also place a Bid for:

- (i) both of FA Cup Packages A2 and B2; and
- (ii) at least one of FA Cup Packages C, D and E; and
- (iii) each of FA Cup Packages F, G and H; and
- (iv) FA Cup Package I

for the Bid to be considered compliant by The FA.

**FA CUP PACKAGE A2 – LIVE
THE FA CUP (ROUNDS 1-6) REPLAYS -
1ST PICK**

FA Cup Replay selection: First pick of all FA Cup Replays (to the extent that they exist) in Rounds 1-6 of The FA Cup in each Season during the Term.

FA Cup Replay timeslot selection: Not applicable. Match date and timeslot to be scheduled by The FA.

Coverage Obligations: Obligation to Transmit Live Programmes on a Primary Channel or Secondary Channel and to Simulcast on a Designated Channel Website.

Additional rights: The Licensee will be granted the right to make As Live Match Programmes available as detailed in Section 5.2.2, together with the Interactive Rights and the Clip Rights as detailed in Section 5.2.4.

Minimum Number of FA Cup Replays per Season and during the Term: 0

Maximum Number of FA Cup Replays per Season: 6 (assumes one FA Cup Replay in each of Rounds 1-6).

Maximum Number of FA Cup Replays during the Term: 24 (assumes one FA Cup Replay in each of Rounds 1-6).

Conditionality Requirements: None.

Note: Bids for FA Cup Package A2 should be made on a per Match basis – i.e. the amount entered on the Bid Proforma should be the Bidder's fixed financial offer payable for each applicable FA Cup Replay actually delivered to the Licensee pursuant to Package A2 in each Season during the Term.

**FA CUP PACKAGE B1 – LIVE
THE FA CUP 2ND PICK (ROUNDS 1-6)**

FA Cup Match selection: Second pick from all remaining FA Cup Matches in Rounds 1-6 of The FA Cup (therefore excluding the Semi-Finals and Final) in each Season during the Term. This excludes FA Cup Replays.

FA Cup Match timeslot selection: Second pick from a maximum of seven available timeslots, subject to Section 5.3.

FA Cup Draw: Each FA Cup Draw made for Rounds 1-6 of The FA Cup.

Coverage Obligations: Obligation to Transmit Live Programmes and Draw Programmes for Rounds 1-6 of The FA Cup on a Primary Channel and to Simulcast on a Designated Channel Website.

Additional rights: The Licensee will be granted the right to make As Live Match Programmes available as detailed in Section 5.2.2, together with the Interactive Rights and the Clip Rights as detailed in Section 5.2.4.

**Number of FA Cup Matches per
Season: 6**

Number of FA Cup Matches during the Term: 24

Conditionality Requirements: All Bidders for FA Cup Package B1 must also place a Bid for:

- (i) both of FA Cup Packages A2 and B2; and
- (ii) at least one of FA Cup Packages C, D and E; and
- (iii) each of FA Cup Packages F, G and H; and
- (iv) FA Cup package I

for the Bid to be considered compliant by The FA.

**FA CUP PACKAGE B2 – LIVE
THE FA CUP (ROUNDS 1-6) REPLAYS -
2ND PICK**

FA Cup Replay selection: Second pick of all remaining FA Cup Replays (to the extent that they exist) in Rounds 1-6 of The FA Cup in each Season during the Term.

FA Cup Replay timeslot selection: Not applicable. Match date and timeslot to be scheduled by The FA.

Coverage Obligations: Obligation to Transmit Live Programmes on a Primary Channel or Secondary Channel and to Simulcast on a Designated Channel Website.

Additional rights: The Licensee will be granted the right to make As Live Match Programmes available as detailed in Section 5.2.2, together with the Interactive Rights and the Clip Rights as detailed in Section 5.2.4.

**Minimum Number of FA Cup
Replays per Season and during
the Term: 0**

Maximum Number of FA Cup Replays per Season: 6 (assumes an FA Cup Replay in each of Rounds 1-6).

Maximum Number of FA Cup Replays during the Term: 24 (assumes an FA Cup Replay in each of Rounds 1-6).

Conditionality Requirements: None.

Note: Bids for FA Cup Package B2 should be made on a per Match basis – i.e. the amount entered on the Bid Proforma should be the Bidder's fixed financial offer payable for each applicable FA Cup Replay actually delivered to the Licensee pursuant to Package B2 in each Season during the Term.

**FA CUP PACKAGE C – LIVE
THE FA CUP 3RD PICK (ROUNDS 3-6)**

FA Cup Match selection: Third pick from all remaining FA Cup Matches in Rounds 3-6 of The FA Cup (therefore excluding the Semi-Finals and Final) in each Season during the Term. This excludes FA Cup Replays.

FA Cup Match timeslot selection: Third pick from a maximum of six available timeslots, subject to Section 5.3.

FA Cup Draw: Each FA Cup Draw made for Rounds 3-6 of The FA Cup.

Coverage Obligations: Obligation to Transmit Live Programmes on a Primary Channel and to Simulcast on a Designated Channel Website.

Coverage Entitlement: Entitlement to Transmit Draw Programmes for Rounds 3-6 of The FA Cup.

Additional rights: The Licensee will be granted the right to make As Live Match Programmes available as detailed in Section 5.2.2, together with the Interactive Rights and the Clip Rights as detailed in Section 5.2.4.

Number of FA Cup Matches per Season: 4.

Number of FA Cup Matches during the Term: 16.

Conditionality Requirements: All Bidders for FA Cup Package C must make a Bid for FA Cup Package H and at least one of FA Cup Package F and FA Cup Package G for the Bid to be considered compliant by The FA.

**FA CUP PACKAGE D – LIVE
THE FA CUP 4TH PICK (ROUNDS 3-6)**

FA Cup Match Selection: Fourth pick from all remaining FA Cup Matches in Rounds 3-6 of The FA Cup (therefore excluding the Semi-Finals and the Final) in each Season during the Term. This excludes FA Cup Replays.

FA Cup Match timeslot selection: Fourth pick from a maximum of five available timeslots, subject to Section 5.3.

FA Cup Draw: Each FA Cup Draw made for Rounds 3-6 of The FA Cup.

Coverage Obligations: Obligation to Transmit Live Programmes on a Primary Channel and to Simulcast on a Designated Channel Website.

Coverage Entitlement: Entitlement to Transmit Draw Programmes for Rounds 3-6 of The FA Cup.

Additional rights: The Licensee will be granted the right to make As Live Match Programmes available as detailed in Section 5.2.2, together with the Interactive Rights and the Clip Rights as detailed in Section 5.2.4.

Number of FA Cup Matches per Season: 4.

Number of FA Cup Matches during the Term: 16.

Conditionality Requirements: All Bidders for FA Cup Package D must make a Bid for FA Cup Package H and at least one of FA Cup Package F and FA Cup Package G for the Bid to be considered compliant by The FA.

FA CUP PACKAGE E – LIVE THE FA CUP 5TH PICK (ROUNDS 3-5) AND 3RD PICK (ROUNDS 1-2)

FA Cup Match Selection (Rounds 3-5): Fifth pick from all remaining FA Cup Matches in Rounds 3-5 of The FA Cup (therefore excluding the Quarter Finals, the Semi-Finals and the Final) in each Season during the Term. This excludes FA Cup Replays.

FA Cup Match timeslot selection (Rounds 3-5): Fifth pick from a maximum of four available timeslots, subject to Section 5.3.

FA Cup Match Selection (Rounds 1-2): Third pick from all remaining FA Cup Matches in Rounds 1-2 of The FA Cup in each Season during the Term.

FA Cup Match timeslot selection (Rounds 1-2): Third pick from a maximum of six available timeslots (please see Section 5.3).

FA Cup Draw: Each FA Cup Draw made for Rounds 1-5 of The FA Cup.

Coverage Obligations: Obligation to Transmit Live Programmes on a Designated TV Channel and to Simulcast on a Designated Channel Website.

Coverage Entitlement: Entitlement to Transmit Draw Programmes for Rounds 1-5 of The FA Cup.

Additional rights: The Licensee will be granted the right to make As Live Match Programmes available as detailed in Section 5.2.2, together with the Interactive Rights and the Clip Rights as detailed in Section 5.2.4.

Number of FA Cup Matches per Season: 5.

FA CUP PACKAGE F – LIVE FA CUP SEMI-FINAL 1ST PICK

FA Cup Match Selection: First pick from the draw for the Semi-Finals of The FA Cup in each Season during the Term.

FA Cup Match timeslot selection: Not applicable. Match date and timeslot to be scheduled by The FA.

FA Cup Draw: Each FA Cup Draw made for The FA Cup Semi-Finals.

Coverage Obligations: Obligation to Transmit Live Programmes and Draw Programmes for The FA Cup Semi-Finals on a Primary Channel and to Simulcast on a Designated Channel Website.

Additional rights: The Licensee will be granted the right to make As Live Match Programmes available as detailed in Section 5.2.2, together with the Interactive Rights and the Clip Rights as detailed in Section 5.2.4.

Number of FA Cup Matches per Season: 1.

Number of FA Cup Matches during the Term: 4.

Conditionality Requirements: Bidders may only Bid for FA Cup Package F if they have Bid for the rights to a minimum of 24 FA Cup Matches (not replays) (during the Term) in Rounds 1-6 e.g. FA Cup Package A1, or FA Cup Package B1, or a combination of FA Cup Packages C and/or D and/or E. Bidders will only be granted the rights set out in this FA Cup Package F if they were successful in obtaining a minimum of 24 FA Cup Matches (during the Term).

**FA CUP PACKAGE G – LIVE
FA CUP SEMI-FINAL 2ND PICK**

FA Cup Match Selection: Second pick from the draw for the Semi-Finals of The FA Cup in each of the Seasons during the Term.

FA Cup Match Timeslot Selection: Not applicable, Match date and timeslot to be scheduled by The FA.

FA Cup Draw: Each FA Cup Draw made for The FA Cup Semi-Finals.

Coverage Obligations: Obligation to Transmit Live Programmes and Draw Programmes for The FA Cup Semi-Finals on a Primary Channel and to Simulcast on a Designated Channel Website.

Additional rights: The Licensee will be granted the right to make As Live Match Programmes available as detailed in Section 5.2.2, together with the Interactive Rights and the Clip Rights as detailed in Section 5.2.4.

Maximum Number of FA Cup Matches per Season: 1.

Maximum Number of FA Cup Matches during the Term: 4.

Conditionality Requirements: Bidders may only Bid for FA Cup Package G if they have Bid for the rights to a minimum of 24 FA Cup Matches (not replays) (during the Term) in Rounds 1-6 e.g. FA Cup Package A1, or FA Cup Package B1, or a combination of FA Cup Packages C and/or D and/or E. Bidders will only be granted the rights set out in this FA Cup Package F if they were successful in obtaining a minimum of 24 FA Cup Matches (during the Term).

Note: There are no Replays in The FA Cup Semi-Finals.

**FA CUP PACKAGE H – LIVE
THE FA CUP FINAL**

FA Cup Match: Each FA Cup Final played in each Season during the Term.

FA Cup Match Timeslot Selection: Not applicable. Match date and timeslot to be scheduled by The FA.

FA Cup Replays: There are no replays of The FA Cup Final.

Coverage Obligations: Obligation to Transmit Live Programmes on a Primary Channel and to Simulcast on a Designated Channel Website.

Additional rights: The Licensee will be granted the right to make As Live Match Programmes available as detailed in Section 5.2.2, together with the Interactive Rights and the Clip Rights as detailed in Section 5.2.4, as well as rights to show additional clips on a basis to be agreed with The FA depicting the Season's FA Cup competition in the applicable Live Programme.

Maximum Number of FA Cup Matches per Season: 1.

Maximum Number of FA Cup Matches during the Term: 4.

Conditionality Requirements:

All Bidders that have placed a Bid for any of FA Cup Packages A-G (inclusive) other than A2 and B2 must bid for FA Cup Package H.

Note: Bidders should note that in accordance with current Listed Events Legislation each FA Cup Final must Transmitted Live in the Territory on a Free basis. The FA reserves the right in its absolute discretion to award this FA Cup Package H to more than one Bidder in order to satisfy this requirement. Any Bidder who wishes to place a Bid for this Package for exploitation on a Free basis should enter two separate financial offers – one for rights on an exclusive basis, and one for rights on a non-exclusive basis. Bidders who wish to place a Bid for this Package for exploitation on a Pay basis need only enter one financial offer for non-exclusive rights. The FA reserves the right to waive any Conditionality Requirements or re-tender this Package to comply with the Listed Events Legislation.

There are no Replays in The FA Cup Final.

FA CUP PACKAGE I – HIGHLIGHTS ALL FA CUP MATCHES INCLUDING FA CUP REPLAYS

Match Selection and Highlight

Length: The Licensee must: (i) in advance of each of Rounds 1-6 of The FA Cup select three FA Cup Matches per Round for Transmission of extended Highlights of a minimum of 10 minutes duration and a maximum of 40 minutes duration, subject to the provisions of Section 5.3; and (ii) Transmit extended Highlights of a minimum of 20 minutes duration and a maximum 40 minutes duration of each FA Cup Semi-Final and The FA Cup Final, in each Season during the Term.

The Licensee must Transmit as a minimum the goals and main incidents from every other remaining FA Cup Match which is not selected for extended Highlights Programming provided that Highlights of any FA Cup Match selected for a Live Transmission on the day of the relevant Highlights Programme do not exceed 20 minutes.

Highlight Window: The Highlights Windows are as follows: (i) Saturday and Sunday evening Highlights Programme - may commence from 7.30pm but must start on the Designated TV Channel no later than 10.30 pm; (ii) Sunday morning Linear retransmission of the Saturday evening Highlights Programme (which may be re-edited) - may commence from 7.30am and must be concluded no later than 11.30am; (iii) Highlights Programmes for FA Cup Matches (other than FA Cup Replays) on any other evening of the week – may commence from 10.30pm but must start on the Designated TV Channel no later than 11.30pm; and (iv) Highlights Programmes for FA Cup Replays on any other evening of the week – may commence from 11pm but must start on the Designated TV Channel no later than 11.30pm. The Highlights Window will close for all FA Cup Matches 168 hours after the Highlights Window for that Match opens.

Coverage Obligations: Obligation to Transmit Highlights Programmes on a Primary Channel from Round 1 of The FA Cup at the following times: (i) Saturday evening; (ii) Sunday evening; and (iii) midweek (if there have been a minimum of two FA Cup Replays, such Highlights Programme may be Transmitted on the day of the final FA Cup Replay in the relevant Round).

Coverage Entitlement: Entitlement to Simulcast the Highlights Programme on a Designated Channel Website.

Additional rights: The Licensee will be granted the right to make Highlights Matches available on a VOD basis as detailed in Section 5.4.1, together with the Interactive Rights and the Clip Rights as detailed in Section 5.4.2.

Conditionality requirements: Not applicable.

Note: The FA reserves the rights in its absolute discretion (i) to award this Package to one Bidder on an exclusive basis; or (ii) to award this Package to more than one Bidder on a non-exclusive basis. Bidders may elect to submit a Bid for this Package on an exclusive basis, on a

**FA CUP PACKAGE J – NEAR LIVE CLIP RIGHTS
ALL FA CUP MATCHES AND THE
FA COMMUNITY SHIELD****FA Cup and Community Shield – Near
Live Clips**

Rights: Please refer to Section 5.5.1

Matches Included: FA Cup Matches and
The FA Community Shield

**Number of FA Cup Clip Matches (as
defined in Section 5.5.1):** Minimum of
121, plus all FA Cup Replays played per
Season.

Transmission Windows: As set out in
Section 5.5.1.

Coverage Obligations: FA Cup In-Match
Clips must be exploited or made
available for sub-licensing, as detailed in
Section 5.5.4.

Coverage Entitlements: Entitlement to
Transmit Near Live Clips as set out in
Section 5.5.1.

Conditionality Requirements: Not
applicable.

Additional Notes for Bidders:

There are no packages included in this ITT for (i) any match played in The FA Cup Qualifying Competition; (ii) a 4th or later pick of Rounds 1 – 2 of The FA Cup; or (iii) a 3rd or later pick of FA Cup replays in Rounds 1 – 6. The FA may agree on a case by case basis that any Licensee or any other party may Transmit Live Programmes of (i) any match played in The FA Cup Qualifying Competition; (ii) a 4th or later pick of Rounds 1 – 2 of The FA Cup; or (iii) a 3rd or later pick(s) of replays in any of Rounds 1 – 6 of the FA Cup in any Season during the Term.

A photograph of a soccer field with a goal in the foreground. The text 'SECTION 2 ENGLAND PACKAGES' is overlaid in large white letters on the left side of the image. The field is green with white lines, and the goal is white with a net.

SECTION 2 ENGLAND PACKAGES

ENGLAND PACKAGE A – LIVE ENGLAND SENIOR FRIENDLY MATCHES

Matches: All England Senior Friendly Matches (excluding so called “England “B” International matches) played during the Term.

Anticipated number of Matches during the Term: 14, subject to changes in FIFA’s published international calendar.

Coverage Obligations: Obligation to Transmit the Live Programmes on a Primary Channel and to Simulcast on a Designated Channel Website.

Additional rights: The Licensee will be granted the right to make As Live Match Programming available as detailed in Section 5.2.2, together with the Interactive Rights, and the Clip Rights as detailed in Section 5.2.4.

Conditionality requirements: All Bidders for England Package A must also bid for England Package C.

Note: Bidders who wish to submit a Bid for this Package are required to include in the Pro Forma (i) a fixed financial offer for the 14 England Senior Friendly Matches which are anticipated to be included in this Package during the Term; and (ii) a separate fixed financial offer for each additional England Senior Friendly Match delivered by The FA during the Term in excess of these 14 anticipated Matches.

ENGLAND PACKAGE B – LIVE ENGLAND U21 AND DEVELOPMENT TEAM MATCHES

Matches: England U21 Team home qualification matches played during the Term

England U21 Team home friendly matches played during the Term

England U21 Team away friendly matches played during the Term, to the extent a Live Feed of such match is available to The FA

All England Development Team home matches played during the Term

Coverage Obligations: Obligation to Transmit Live Programmes of all England U21 Matches on a Primary Channel or Secondary Channel.

Coverage Entitlements: Entitlement to Transmit Live Programmes of all England Development Team Matches and to Simulcast all England U21 Team Matches and England Development Team Matches.

Additional rights: The Licensee will be granted the right to make As

Live Match Programming available as detailed in Section 5.2.2, together with the Interactive Rights, and the Clip Rights as detailed in Section 5.2.4.

Conditionality requirements: All Bidders for England Package B must also bid for England Package D.

Note: Bids for England Package B should be made on a per England U21 Match basis – i.e. the amount entered on the Bid Proforma should be the Bidder’s fixed financial offer payable for each England U21 Match for which a Live Feed is delivered to the Licensee during the Term. The successful Bidder shall be awarded the Media Rights in respect of the England Development Team Matches at no additional cost.

ENGLAND PACKAGE C – HIGHLIGHTS ENGLAND SENIOR FRIENDLY MATCHES

Matches and Highlight Length: The Licensee must Transmit Highlights for each England Senior Friendly Match of a minimum duration of 25 minutes and a maximum duration of 60 minutes.

Highlight Window: The Highlights Windows are as follows: (i) Saturday evening Highlights Programme - may commence at the later of 7.30pm and 30 minutes following the final whistle of the Match, but must start on the Designated TV Channel no later than 10.30 pm; (ii) Sunday morning Linear retransmission of the Saturday evening Highlights Programme (which may be re-edited) - may commence from 7.30am and must be concluded no later than 11.30am; and (iii) Highlights Programmes on any other evening of the week – may commence at the later of 10.30pm and 30 minutes following the final whistle of the match, but must start on the Designated TV Channel no later than 11.30pm. The Highlights Window will close for all England Senior Friendly Matches 168 hours after the Highlights Window for that match opens.

Coverage Obligations: Obligation to Transmit a Highlights Programme on the day of the England Senior Friendly Match on a Primary Channel and to Simulcast on a Designated Channel Website.

Additional rights: The Licensee will be granted the Interactive Rights and the Clip Rights as detailed in Section 5.4.2.

Conditionality Requirements: Not applicable.

ENGLAND PACKAGE D – HIGHLIGHTS ENGLAND U21 AND DEVELOPMENT TEAM MATCHES

Matches: England U21 Team home qualification matches played during the Term

England U21 Team home friendly matches played during the Term

England U21 Team away friendly matches played during the Term, to the extent a Live Feed of such match is available to The FA

All England Development Team home matches played during the Term

The Licensee may Transmit Highlights of all such England U21 Team Matches and England Development Team Matches subject to the availability of Footage.

Highlight Window: The Highlights Windows are as follows: (i) Saturday evening Highlights Programme - may commence at the later of 7.30pm and 30 minutes following the final whistle of the Match, but must start on the Designated TV Channel no later than 10.30 pm; (ii) Sunday morning Linear retransmission of the Saturday evening Highlights Programme (which may be re-edited) - may commence from 7.30am and must be concluded no later than 11.30am; and (iii) Highlights

Programmes on any other evening of the week – may commence at the later of 10pm and 30 minutes following the final whistle of the match, but must start on the Designated TV Channel no later than 11.30pm. The Highlights Window will close for all England U21 Team Matches and England Development Team Matches 168 hours after the Highlights Window for that Match opens.

Coverage Entitlements: Entitlement to Transmit Highlights of all England U21 Team Matches and England Development Team Matches on a Designated Channel and to Simulcast the same.

Additional rights: The Licensee will be granted the Interactive Rights and the Clip Rights as detailed in Section 5.4.2.

Conditionality Requirements: Not applicable.

Note: Bids for England Package D should be made on a per England U21 Match basis – i.e. the amount entered on the Bid Proforma should be the Bidder's fixed financial offer payable for each England U21 Match for which a feed is delivered to the Licensee during the Term. The successful Bidder shall be awarded the Media Rights in respect of the England Development Team Matches at no additional cost.

**ENGLAND PACKAGE E – NEAR LIVE
CLIP RIGHTS
ALL ENGLAND MATCHES**

England Matches – Near Live Clips

Rights: Please refer to Section 5.5.2

Matches Included: All England Matches which are Transmitted on a Live basis within the Territory during the Term.

Anticipated number of Matches during the Term: (i) Subject to changes in FIFA's published international calendar, 14 England Senior Friendly Matches; and (ii) subject to a Live Feed of each such Match being available, all England U21 Team Matches and England Development Team Matches.

Near Live Clip Rights Windows: As set out in Section 5.5.2.

Coverage Obligations: In-Match England Mobile Clips must be exploited or made available for sub-licensing, as detailed in Section 5.5.4

Coverage Entitlements: Entitlement to Transmit Near Live Clips as set out in Section 5.5.2.

Conditionality Requirements: Not applicable.

SECTION 3 OTHER FA CLUB COMPETITIONS



FA COMPETITIONS PACKAGE – LIVE AND HIGHLIGHTS OTHER FA CLUB COMPETITIONS

(A) – LIVE

Competition One: The FA Community Shield.

Timeslot selection: Not applicable.
Match date and slot to be scheduled by The FA.

Maximum Number of Matches per Season: 1.

Maximum Number of Matches during the Term: 4.

Coverage Obligations: Obligation to Transmit on a Primary Channel and to Simulcast on a Designated Channel Website.

Additional rights: The Licensee will be granted the right to make As Live Match Programming available as detailed in Section 5.2.2, together with the Interactive Rights, and the Clip Rights as detailed in Section 5.2.4.

Competition Two: The FA Challenge Trophy Competition (The FA Trophy).

Coverage Obligations: Obligation to Transmit the Live Programmes for the final of The FA Challenge Trophy Competition on a Designated TV Channel.

Coverage Entitlements: Entitlement to Simulcast the Live Transmission of the final of The FA Challenge Trophy Competition. Entitlement to produce and Transmit on a Designated TV Channel, and to Simulcast all other FA Trophy Matches.

Additional rights: The Licensee will be granted the right to make As Live Match Programming available as detailed in Section 5.2.2, together with the Interactive Rights, and the Clip Rights as detailed in Section 5.2.4.

Competition Three: The FA Youth Challenge Cup Competition (The FA Youth Cup).

Coverage Obligations: Obligation to Transmit the Live Programmes for The FA Youth Cup Semi-Finals (both legs) and Finals (both legs) on a Designated TV Channel.

Coverage Entitlements: Entitlement to Simulcast the Live Transmission of the Semi-Finals and Finals of The FA Youth Cup. Entitlement to produce and Transmit on a Designated TV Channel, and to Simulcast, all other FA Youth Cup matches on a non-exclusive basis. Bidders should note that The FA is entitled to itself use and exploit (and to authorise third parties to use and exploit) all Media Rights in respect of matches in the FA Youth Cup other than the Semi-Finals (both legs) and Finals (both legs).

Additional rights: The Licensee will be granted the right to make As Live Match Programming available as detailed in Section 5.2.2, together with the Interactive Rights, and the Clip Rights as detailed in Section 5.2.4.

(B) HIGHLIGHTS

Highlight Window: Highlights Programmes (where Transmitted) may commence from 7.30pm on the day of the relevant FA Club Match but must start on the Designated TV Channel no later than 10.30pm. The Highlights Window will close for each FA Club Competition Matches 168 hours after the Highlights Window for that Match opens.

Coverage Obligations: Obligation to Transmit a Highlights Programme for The FA Community Shield with highlights of a minimum duration of 25 minutes and a maximum duration of 60 minutes.

Coverage Entitlements: Entitlement to Transmit Highlights Programmes of any other FA Club Matches. Entitlement to Simulcast any Highlights Programme.

Additional rights: The Licensee will be granted the Interactive Rights and the Clip Rights as detailed in Section 5.4.2.

Conditionality requirements: Not applicable.

General notes and instructions

- (i) Bidders should refer to Section 6 of the ITT for a full description of the relevant Packages.
- (ii) All Bids must be made in pounds sterling (£) exclusive of VAT for the full four year Term. For further financial information please see Section 4.12.
- (iii) Bidders should also note the financial provisions of FA Cup Packages A2, B2, H and I and England Packages A, B and D.
- (iv) Bidders must comply with the Conditionality Requirements specified within the Packages which are reflected on the Bid Proforma.
- (v) In the case of any joint Bids (as permitted under Section 4.9):
- Bidders must set out clearly on the Pro Forma which of the companies participating in the joint Bid will exploit the rights in each applicable Package and the respective financial contributions of each such company; and
 - company information and contact details as well as supporting materials set out in parts (ii) (iii) and (iv) of the paragraph entitled 'supporting materials' in Section 4.12 must be supplied in respect of each company participating in the joint Bid.

COMPANY DETAILS

Name of Company:

.....

Company number:

.....

Registered office:

.....

CONTACT DETAILS
FOR CLARIFICATION REQUESTS

Name:

.....

Telephone numbers:

Work:.....

Mobile:.....

email address:

.....

TERRITORY FOR BID:

[Please delete accordingly]

- (A) the United Kingdom of Great Britain and Northern Ireland, Channel Islands, the Isle of Man, British Forces Bases overseas, and the Republic of Ireland;
- (B) the United Kingdom of Great Britain and Northern Ireland, Channel Islands, the Isle of Man and British Forces Bases overseas; or
- (C) the Republic of Ireland.

9 Bids for FA Cup Package A2 and B2 should be for an amount to be paid for each FA Cup Replay delivered by The FA during the Term and included in such Package.

10 See footnote 9.

FA Cup Package	Description	Number of Matches in Term	Conditionality	Notes	Bid (£)
A1	Live First pick Rounds 1 – 6 8 Timeslots	Maximum of 24	All Bidders for this Package must place a Bid for: (i) both of FA Cup Package A2 and B2; and (ii) at least one of FA Cup Packages C, D and E; and (iii) each of FA Cup Packages F, G and H; and (iv) FA Cup Package I		
A2	First pick Replay Rounds 1 – 6	Maximum of 24	Not applicable	Bid must be per Match delivered ⁹	
B1	Live Second pick Rounds 1 – 6 7 Timeslots	Maximum of 24	All Bidders for this Package must place a Bid for: (i) both of FA Cup Packages A2 and B2; and (ii) at least one of FA Cup Packages C, D and E; and (iii) each of FA Cup Packages F, G and H; and (v) FA Cup Package I		
B2	Second pick Replay Rounds 1 – 6	Maximum of 24	Not applicable	Bid must be per Match delivered ¹⁰	
C	Live Third pick Rounds 3 – 6 6 Timeslots	Maximum of 16	All Bidders for this Package must place a Bid for FA Cup Package H and at least one of FA Cup Package F and FA Cup Package G		
D	Live Fourth pick Rounds 3 – 6 5 Timeslots	Maximum of 16	All Bidders for this Package must place a Bid for FA Cup Package H and at least one of FA Cup Package F and FA Cup Package G		
E	Live Fifth pick Rounds 3 – 5 4 Timeslots Third pick Rounds 1 – 2 6 Timeslots	Maximum of 20	All Bidders for this Package must place a Bid for FA Cup Package H and at least one of FA Cup Package F and FA Cup Package G		

FA Cup Package	Description	Number of Matches in Term	Conditionality	Notes	Bid (£)
F	Live First pick Semi-Final	Maximum of 4	Bidders may only Bid for this Package if they have Bid for a minimum of 24 FA Cup matches (not replays) in Rounds 1 – 6 i.e. FA Cup Package A1, or B1, or a combination of C and/or D and/or E		
G	Live Second pick Semi-Final	Maximum of 4	Bidders may only Bid for this Package if they have Bid for a minimum of 24 FA Cup matches (not replays) in Rounds 1 – 6 i.e. FA Cup Package A1, or B1, or a combination of C and/or D and/or E		
H	Live FA Cup Final	Maximum of 4	Not applicable		
I	Highlights All FA Cup matches	Not applicable	Not applicable	For a Bid for exploitation on a Free basis only	
J	Near Live Clips All FA Cup matches	Not applicable	Not applicable		

11 Bids for England Package A should be for an amount to be paid for a total of 14 England Senior Friendly Matches delivered during the Term, plus a further payment for each additional England Senior Friendly Match delivered during the Term.

12 Bids for England Package B should be for an amount to be paid for each England U21 Match delivered by The FA during the Term which is included in such Package.

13 Bids for England Package D should be for an amount to be paid for each England U21 Match delivered by The FA during the Term which is included in such Package.

14 See footnote 13.

England Package	Description	Number of Matches in Term	Conditionality	Notes	Bid (£)
A	Live England Senior Friendly Matches	14	All Bidders for this Package must place a Bid for England Package C.	For 14 England Senior Friendly Matches For each England Senior Friendly Match in excess of 14 ¹¹	
B	Live England U21 and Development Team Matches	Not applicable	All Bidders for this Package must place a Bid for England Package D.	Bid must be per England U21 Match delivered ¹²	
C	Highlights England Senior Friendly Matches	14	Not applicable		
D	Highlights England U21 Team Matches and England Development Team Matches	Not applicable	Not applicable	Exclusive: Bid must be per England U21 Match delivered ¹³ Non-exclusive: Bid must be per England U21 Match delivered ¹⁴	
E	Near Live Clip Rights All England Clip Matches	Not applicable	(i) 14 England Senior Friendly Matches; and (ii) subject to a Live Feed of each such Match being available, all England U21 Team Matches and England Development Team Matches.		

Description	Number of Matches in Term	Conditionality	Bid (£)
<p data-bbox="808 480 943 544">Live Highlights</p> <p data-bbox="712 587 1039 687">The FA Community Shield The FA Challenge Trophy The FA Youth Challenge Cup</p>	<p data-bbox="1122 571 1240 635">Minimum of 32</p>	<p data-bbox="1480 587 1644 619">Not applicable</p>	

[TO BE REPRODUCED ON BIDDERS HEADED NOTEPAPER]

The Football Association Limited
Wembley Stadium
Wembley
London HA9 0WS

For the attention of: Mary Guest,
Head of Legal n Commercial

[] 2013

Undertaking of Confidentiality in
favour of The Football Association
Limited (“The FA”)

We [insert name of Bidder] hereby acknowledge that The FA has issued an Invitation to Tender dated [] May 2013 pursuant to which it will consider Bids for UK media rights to certain association football matches played during the four seasons 2014/15 to 2017/18 (the “ITT”) on the condition that we enter into the confidentiality undertakings set out in this NDA.

In this NDA the following expressions shall have the following meanings:

“**Bid**” means each financial bid for any Package(s) submitted to The FA in accordance with the procedures set out in the ITT;

“**Bidder**” means any person or entity (or persons if a joint bid) who submits a Bid;

“**Confidential Information**” means:

(a) all information contained in the ITT;
and

(b) all information in any medium or format (written, oral, visual or electronic, and whether or not marked or described as “confidential”), relating directly or indirectly to the ITT and the tender process pursuant thereto or to the content of any discussions and negotiations between the FA and us relating to our Bid or the fact that we are discussing and/or negotiating a Bid and all information (whether of a technical nature or otherwise) relating to the business or affairs of the FA (or its agents or associated undertakings) as may be communicated to us, whether before or after the date of this NDA including without limitation all associated operations, opportunities, copyright, know-how, trade secrets, processes, financial data, technical data, processes, research, and documentation, strategic planning, development, costs, prices, finances, databases, drawings, models, data and client information, including the fact that the parties are in discussions about the Purpose;

“**Connected Persons**” has the meaning given in section 839 of the Income and Corporation Taxes Act 1988 as in effect at the date of this NDA;

“**Package(s)**” means the package(s) of audio-visual rights in respect of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man, the Republic of Ireland

and British Forces bases overseas for which The FA has invited bids in the ITT;

“**Professional Advisors**” means any or all agents and representatives advising in relation to the ITT, the tender process or our Bid, including partners in and directors and employees of any such advisers; and

“**Purpose**” means the evaluation, preparation and submission of a Bid and any subsequent discussions and negotiations relating thereto, including the award of any Package(s) to a Bidder and any written agreement between The FA and a successful Bidder documenting the award of such Package(s).

1. Our Obligations

In return for The FA giving due consideration to our Bid (whether or not The FA subsequently enters into discussions and/or negotiations with us relating to our Bid), we agree and undertake to The FA that:

(a) we shall use the Confidential Information solely for the Purpose;

(b) we shall keep all Confidential Information strictly confidential at all times, and shall not disclose the Confidential Information to any person or entity (including, without limitation, to the press and media) other than to our directors, employees, Professional Advisors and such Connected Persons whose names have previously been

approved by you (“**Permitted Recipients**”) and then solely to the extent that such disclosure is strictly necessary to achieve the Purpose. We undertake that any Permitted Recipients shall comply at all times with the terms herein as if they were a party to this NDA (jointly and severally);

(c) promptly (and in any event within 5 days) upon the request of The FA, we shall return or destroy the Confidential Information (including all documents or other materials and working papers relating to the ITT, the tender process, our Bid and any discussions or negotiations relating thereto and all electronic copies) and certify to the FA in writing that this has been done; and

(d) we shall not make any public statement or announcement (including, without limitation, any form of briefing to the press and media) in relation to the ITT or the contents of our Bid including in particular, but without limitation, the amount of such Bid or any part(s) of the tender process or any discussions or negotiations with The FA in relation thereto without The FA's prior written consent; it being agreed that The FA shall have the sole right to make any announcement in relation to the ITT, the tender process, any Bid and the award of any Package(s) in respect of a Bid.

[TO BE REPRODUCED ON BIDDERS HEADED NOTEPAPER]

2. Excluded Information

The obligations set out in Clause 1 shall not apply to any Confidential Information that we can demonstrate:

- (a) was publicly available at the time of this NDA or has subsequently come into the public domain other than as a result of a breach of this NDA;
- (b) we have lawfully received from a third party without restriction on its use or disclosure; or
- (c) is disclosed in response to an order by a court or other governmental body or as otherwise required by law (provided that we first notify The FA regarding the required disclosure and consult with The FA regarding the manner and timing of such disclosure and (if requested) co-operate with The FA if The FA elects to contest such disclosure).

3. Remedies

We acknowledge and agree that:

- (a) the Confidential Information is highly confidential and commercially sensitive;
- (b) disclosure may cause irreparable damage to The FA and its business;
- (c) any third party use or knowledge of the Confidential Information may be highly damaging to The FA's business and interests; and

(d) damages alone may not be an adequate remedy for any breach by us of the provisions of this NDA and, accordingly without prejudice to any and all other rights or remedies that The FA might have, The FA may be entitled without proof of special damage to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this NDA.

We accept full liability for and will indemnify and hold harmless The FA against any and losses whatsoever and howsoever arising from any disclosure or use of the Confidential Information by us or any Permitted Recipients other than as permitted by this NDA.

Any failure or delay by The FA to exercise or enforce any right or remedy conferred by this NDA or by law shall not constitute a waiver of that or any other right or remedy nor operate so as to bar the exercise or enforcement thereof (or of any other right or remedy) on any other occasion.

4. General

We undertake that we are entitled to enter this NDA and to perform its obligations herein.

We agree that The FA does not make any warranty, undertaking of representation about the validity,

completeness or accuracy of the Confidential Information.

We agree that no right or licence is granted by The FA to us in relation to the Confidential Information except as is strictly required for the fulfilment of the Purpose.

This NDA does not commit either party to enter into any proposed venture relating to the Purpose (or otherwise).

No third party shall have rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this NDA.

We shall not, without the prior written consent of The FA, assign, transfer, sub-contract, sub-license or otherwise dispose of the benefit or the burden of this NDA.

This NDA shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the jurisdiction of the High Court of England and Wales as regards any claim, dispute or other matter arising under or in relation to this NDA.

All other capitalised terms used in this NDA shall, unless expressly stated to the contrary, have the same meanings as in the ITT.

We hereby agree to be bound by the terms of confidentiality contained in this NDA.

Yours faithfully

[insert name of authorised signatory]

For and on behalf of **[insert name of Bidder]**

Bidders acknowledge and agree that The FA has and/or reserves the right to exercise and exploit or authorise third parties to exercise or exploit the rights set out in this Schedule 3 both outside and within the Territory during the Term.

For the purposes of this Schedule 3 the following terms and expressions shall have the following meanings:

“Club Channel” means either (i) a channel programme service whose branding includes all or part of the name, initials or nickname of a Participating Club or (ii) a programming block which is licensed by a Participating Club for transmission which carries the branding of the Participating Club, in both cases provided that such channel’s or block programming is dedicated entirely to the exhibition of news and programming relating to the Participating Club and does not include footage of any match(es) in which that Club did not play;

“Club Match” means the FA Cup Matches, The FA Community Shield Matches, the FA Trophy Matches and the FA Youth Cup Matches played during the Term;

“Club Mobile Service” means a Participating Club’s official mobile service which may be operated by Mobile Operator(s) on a non-exclusive basis whose branding includes all or part of the name, initials or nickname of that Participating Club and whose content is dedicated entirely to material relating to the Participating Club and any other football related content which does not include footage of any match(es) in which that Participating Club did not play;

“Club Website” means a Participating Club’s official website which is accessible by the general public via an IP address and URL which contains all or part of the name, initials or nickname of the Participating Club and whose content is dedicated entirely to the exhibition of news and programming related to the Participating Club and any other football-related programming which does not include footage of any match(es) in which that Participating Club did not play; and

“Participating Club(s)” means any football club that participates in a Club Match (whether that Club Match is played home, away or at a neutral ground).

The FA reserves the right to modify any definition used in this ITT within any Media Rights Agreements.

1. Club Channels and Club Websites

1.1 Introduction

The FA may license or otherwise authorise Participating Clubs, subject in the Territory to the holdback set out in paragraph 1.2 below, to Transmit footage of any Club Match both within and outside the Territory: (i) in full without any editing whatsoever (**“Club Full”**); or (ii) in the form of an edited recording of the Match which is less than 90 minutes but more than 60 seconds

in length (**“Club Highlights”**); and/or (iii) in clip form where individual clips are less than 60 seconds in length each subject to a maximum aggregate duration of 5 minutes for any individual Club Match (**“Club Clips”**) on Club Channels and/or Club Websites with commentary, graphics and titles in any language during the Transmission window set out in paragraph 1.3 below.

1.2 Holdback

The holdback shall end at midday on the day following the date of the Club Match (UK local time).

1.3 Transmission window

Participating Clubs may only make Transmissions in the following windows:

- Two Club Full Transmissions of any Club Match in which the Participating Club participates on each of the Club Channel and/or Club Website of that Participating Club in the period commencing at the expiry of the holdback set out in paragraph 1.2 and ending 168 hours (i.e. 1 week) following the final whistle of such Club Match;
- unlimited Transmissions of Club Highlights of any Club Match in which the Participating Club participates on the Club Channel and/or the Club Website of that

Participating Club in the period commencing at the expiry of the holdback set out in paragraph 1.2 and ending 168 hours (i.e. 1 week) following the final whistle of such Club Match;

- unlimited Transmissions of Club Clips of any Club Match in which the Participating Club participates on the Club Channel and/or Club Website of that Participating Club in the period commencing at the expiry of the holdback set out in paragraph 1.2 above and ending on the conclusion of the Season in which such Club Match is played.

2. Club mobile rights

2.1 Introduction

The FA may licence or otherwise authorise Participating Clubs to Transmit and/or sub licence (on a non-exclusive basis to one or more Mobile Operators) the right to Transmit clips of Club Matches which are less than 30 seconds each in length subject to a maximum aggregate duration of 5 minutes (“**Club Mobile Clips**”) on a Club Mobile Service with commentary, graphics and titles in any language for reception and viewing on Mobile Devices by any subscriber or user of the Club Mobile Service both within and outside the Territory, provided

that in the Territory this shall be during the Transmission window set out in paragraph 2.2 only and further provided always that the communication(s) links comprised in any such Transmission include at least in part Transmission by means of Mobile Communications Technology.

2.2 Transmission window

Participating Clubs may only make and/or permit Transmissions on their Club Mobile Service in the Territory during the period commencing at the expiry of the holdback set out in paragraph 1.2 above and ending at midnight on the following Friday.

3. Miscellaneous

- Participating Clubs may access the live feed or other feed of any Club Match (the “**Feed**”) which is produced by or for any Licensee for the purpose of exploiting the rights set out in this Schedule 3. Participating Clubs may make arrangements directly with the relevant Licensee to procure access to the Feed. Participating Clubs will be responsible for all technical, lines and other costs associated with obtaining access to the Feed.
- Where no live feed of a Club Match is produced by any Licensee,

Participating Clubs may, in respect of Club Matches at their home ground only, originate their own footage of such Club Matches (“**Club Footage**”). Participating Clubs shall not be permitted to originate Club Footage in respect of away Club Matches or Club Matches at any neutral venue.

- No Participating Club will be authorised to make Transmissions of Footage of its Club Matches on a VOD basis on the Club Channel.

4. The FA and FA Branded Channels

- The FA may, subject in the Territory to the holdback set out in paragraph 1.2 above, Transmit (both within and outside of the Territory) via any FA Branded Channel edited recordings of the Matches of up to a maximum aggregate duration of 10 minutes of any individual Match, in each case with commentary, graphics and titles in any language.
- For clarity, Bidders further acknowledge that The FA will be entitled to (i) Transmit matches that are not included in the Packages; and (ii) exploit the Near Live Long Form Rights, in each case both within and outside the Territory without restriction (and to authorise third parties to do the same).

The FA as the guardian of the England team and our key competitions is keen to nurture and develop The FA Properties. As such, The FA requires each Bidder to explain via a Distribution Plan how it intends to support The FA in this key objective. Therefore, each Bidder must provide for the Territory, a Distribution Plan which must detail the information requested at (i) – (xiv) below. If a Bidder is an agency the Distribution Plan must also contain the detail requested below for all third parties and/or sub-licensees relevant to the Bidder’s plan to exploit each of the Media Rights within the Territory:]]]]

- (i) how any and all Coverage Obligations and Coverage Entitlements attaching to the relevant Media Rights will be fulfilled or exercised including without limitation: (a) details of the channel(s) and/or services which will be used to make the relevant Transmission (including any applicable Primary Channel and other Designated TV Channels); (b) whether these channels are Free, Pay, Pay Per View or other; (c) details as to the number of hours of regularly scheduled daily programming on the proposed Designated TV Channel; (d) confirmation that the proposed Designated TV Channel has a separate EPG (for digital transmissions) (e) details of the relevant satellite(s) from which Transmissions will be made and its associated footprint(s); and (f) where a joint Bid is made the proposed division of the Packages within the Media Rights the subject of the joint Bid as between the joint Bidders;
- (ii) the Permitted Delivery System(s) upon which such channel(s)/service(s) are Transmitted, including (a) specific technologies within each Permitted Delivery System upon which channel(s)/service(s) are Transmitted; and (b) any details of instances where a Bidder’s proposed use of technology upon which channel(s)/service(s) are Transmitted utilises more than one of the Permitted Delivery Systems;
- (iii) the proposed form of payment mechanism;
- (iv) the geographic, audience reach and composition of the Transmissions (including (i) the Primary Channel(s); (ii) the Designated TV Channel(s) and (iii) in relation to the Designated Channel Website(s) and the Designated Clips Website(s) the average monthly traffic and number of unique users; and confirmation that Transmissions are not receivable or viewable in intelligible form outside the EEA or, if they are, full details of all such “overspill”;
- (v) specific proposals for production standards of Programmes bearing in mind The FA’s minimum production requirements set out in Schedule 7;
- (vi) details of all geo-blocking and other solutions specified in Section 5.7.1 that will be deployed to ensure the territorial integrity of the Transmissions (i.e. to ensure that the Transmissions will not be accessible in intelligible form by users outside the Territory or, where applicable, outside the EEA) together with reasonable evidence to support the effectiveness of such solutions;
- (vii) details of proposals for the satisfaction of all other DRM (digital rights management) requirements set out in Section 5.7.3;
- (viii) the distribution model for so-called “smart cards”, sim cards and any other decoding equipment or devices, and details of how it would support The FA to tackle the distribution of such equipment or devices to unauthorised users, in particular those outside the EEA;
- (ix) proposals and concepts for the marketing and promotion of its coverage of The FA Properties and how where applicable this will work across channels and/or platforms. Current licensees of The FA’s rights domestically

-
- are encouraged to give an overview of the promotional support actually delivered to The FA over the 2010-2014 contract period;
- (x) proposals and concepts for the presentation of the FA Properties including any innovative ideas regarding presentation, format, or use of new technologies;
- (xi) proposals to support the FA Properties and The FA's objectives, initiatives and commercial activities as outlined in Schedule 6;
- (xii) details of all broadcast/communications licences held and/or required for the operation of the relevant Permitted Delivery System;
- (xiii) an overview of how the acquisition of the FA Properties will be used to enhance or support the market and brand positioning of the Bidder and/or their relevant distribution channels; and
- (xiv) details of other football rights that the Bidder currently holds with an overview of how the FA Properties will be positioned relative to these other rights.

1. Broadcast Sponsorship and Advertising Rights and Restrictions

Licensees shall be entitled to sell Broadcast Sponsorship to any third party subject always to:

- the restrictions set out in this Schedule 5; and
- the appointment of the Licensee's sponsorship or commercial partners being subject to The FA's approval, acting reasonably throughout.

All Licensees (regardless of the Permitted Delivery System used for the relevant Transmissions) will be contractually required under the Media Rights Agreement to:

- provide Broadcast Sponsorship packages with priority purchase rights at best available prices for use by The FA and/or its Commercial Partners (as directed by The FA in advance of each Season during the Term);
- provide priority purchase rights and preferential prices for The FA's Commercial Partners in respect of all other broadcast sponsorship packages and advertising spots;
- provide the Commercial Partners with product and/or service category exclusivity on Broadcast

Sponsorship packages and all other broadcast sponsorship packages (irrespective of whether such Commercial Partners purchase any such Broadcast Sponsorship or advertising);

- provide the Commercial Partners with product and/or service category exclusivity on advertising spots where such Commercial Partners have purchased advertising spots themselves; and
- maintain the integrity of The FA and its properties and brands and the rights of association enjoyed by the Commercial Partners by regulating the advertising environment within Interactive Services, electronic programme guides and other types of launch pages or screens linking to FA content.

2. Verbal and Visual References

All Licensees will (to the maximum extent permitted by Applicable Law) be contractually required to:

- provide customary recognition for The FA and the Commercial Partners through the use of match titles, competition logos and verbal mentions within Programmes, trailers and promotions both on and off air in a manner to be specified by

The FA in advance of each Season during the Term;

- include the relevant FA marks, event logos or composite logos within (i) all interview, presentation and celebration backdrops used at the relevant Match venues; (ii) studio dressing (whether on or off site); (iii) all FA Cup draws; (iv) any listings within electronic programme guides or other pages or links in and out of Programmes; and (v) any other promotional and advertising materials relating to the Programmes, all in accordance with the requirements of paragraph 4 below;
- use ribbons that contain the event logos or composite logos when displaying any trophies within Programmes including without limitation any studio or other presentation segments; and
- provide on screen credits for any official timing supplier and/or data/statistics partner appointed by The FA from time to time during the Term. In addition, all Licensees will (to the maximum extent permitted by Applicable Law) be contractually required to use data as supplied by The FA from any official data/statistics partner appointed by The FA during the Term.

3. Promotional Rights and Restrictions

Subject always to The FA's prior written approval and such other customary conditions, restrictions and exclusions as shall be specified in the Media Rights Agreement (e.g. a prohibition on applying The FA's trade marks to items of merchandise for sale or distribution to the general public), Licensees will be entitled on a non-exclusive basis during the Term to use such of The FA's trade marks as may be specified in the Media Rights Agreement solely for the purpose of promoting and advertising their Transmissions of Programming. All use of The FA's trade marks or other intellectual property rights must be in accordance with the applicable guidelines for usage of the same, as notified by The FA from time to time.

4. The FA Cup Broadcast Toolkit

To enable each Licensee to retain its individual identity across its broadcasts, whilst incorporating The FA's brands in The FA Cup effectively, The FA will provide each Licensee with a broadcast toolkit that will include mandatory and optional brand assets to be used across the following:

- Opening sequence
- Closing sequence
- Wipes
- Stings (with and without logo)
- On screen graphics
- Studio graphics

The assets to be included in the broadcast toolkit are as set out below and in Appendix 1 (mandatory and optional):

(a) Mandatory brand assets:

- The FA Cup logo and/or animated logo
- The FA Cup trophy imagery with sponsor ribbons and/or animated trophy imagery

- The FA Cup graphic device (e.g. FA Cup shards - unique graphic elements that can frame the trophy, copy or image and bring structure to the screen).

(b) Optional brand assets:

- The FA Cup font
- The FA Cup colour palette
- The FA Cup imagery and footage (fans, players)

All broadcast creative must comply with the broadcast toolkit and any additional brand guidelines notified by The FA.

The FA shall have the right to approve all uses of the brand assets included in the broadcast toolkit.

To give Licensees some flexibility over the utilisation of such brand assets across the various graphic elements used in their Transmissions, The FA shall require the use of one or more brand assets as follows:

Mandatory use of applicable asset

Use of at least one applicable as set

Optional use of applicable assets

During the Term, The FA may introduce further toolkits for other FA Properties which all Licensees will be required to use in accordance with the above provisions.

	The FA Cup logo	The FA Cup trophy imagery	The FA Cup graphic device	The FA Cup font	The FA Cup colour	The FA Cup imagery and footage
Opening sequence						
Closing sequence						
Wipes						
Stings						
Studio graphics						

1. The FA's objectives

The FA is a not for profit organisation and invests over £100 million back into grassroots football every year. All Bids will be considered within the context of the overall objectives of The FA which include:

- increasing active participation in football in England in all formats at all levels of the game;
- explaining and promoting the role of The FA as the game's governing body;
- raising the level of exposure of all FA competitions and activities and the England teams; and
- working with Commercial Partners to develop and promote The FA Properties and to maximise revenue generation to The FA with all FA profits being re-distributed within the game itself.

Bidders must set out in their Distribution Plan how they feel they can support these objectives, The FA's Properties, work and initiatives. As a guide, Bidders should consider the non exhaustive areas set out in paragraph 2 below. Further information about The FA is available from TheFA.com.

Each Licensee will be required to present a support plan to The FA on a Season by Season basis for approval by The FA. Such support plan will need to be provided at least 6 months prior to the start of the relevant Season.

2. Examples of support areas

(i) The FA as a Governing Body

- Showcasing the role of The FA as the governing body of English football.
- Showcasing The FA's international relations role across the world.

(ii) England

- In-depth profile on the England Senior Team coach and / or key players.
- Features on England coaching and medical teams.
- Features on The FA's licensing programme (e.g. the design and production of the England kit).
- Promotion of England's preparation for matches e.g. behind the scenes.
- Promotion of tools to follow England e.g. Facebook page/ Twitter/ free iPhone app.
- England membership scheme.

- England's 24 national teams (women's and men's development teams as well as senior teams).
- The FA's marketing campaign to support participation in key tournaments.

(iii) The FA Cup

- Highlighting a town's 'Cup Fever' during the competition.
- The FA's marketing campaign(s) to support The FA Cup.
- Pre-match and half time entertainment at the FA Cup Final and Semi-Finals.
- The FA Cup lead partner's marketing campaigns(s) to support The FA Cup.
- How FA Cup prize money supports football at all levels.
- The Ronnie Radford Giant Killing Award (The FA's annual FA Cup award awarded to the team in The FA Cup who achieve the most significant giant killing).
- Promotion of tools to follow The FA Cup e.g. TheFA.com and Facebook.
- The history and heritage of The FA Cup.
- The FA Cup Trophy Tour and any other FA Cup promotional events.

(iv) Wembley Stadium

- Showcasing Wembley Stadium as a key global events venue for sport and music.
- Highlighting the greatest/historically most important events held at Wembley Stadium.
- Showing behind the scenes footage where appropriate e.g. tunnel camera on match days.

(v) St. George’s Park (“SGP”)

- Highlighting the role, purpose and output of SGP.
- Showing behind the scenes footage from SGP/coaching in action.
- Highlighting available online free football training resources.

(vi) Grassroots football programmes

- Highlighting the work that The FA does to grow participation at grassroots level.
- Highlighting The FA’s Respect programme.

3. Programming concepts

The FA welcomes proposals from Bidders as to the format of programmes, examples of which are set out below. Bidders may

include their proposals within the Distribution Plan.

- Proposals and concepts regarding the timing and nature of FA Cup Draws.
- Proposals regarding general programme formats connected to the FA Properties, either connected to existing programmes or entirely new programmes (e.g. one-off FA initiatives such as the official England Tournament song).

4. Commercial support

The FA welcomes proposals to support its key commercial activities, examples of which are set out below. Bidders may include their proposals within the Distribution Plan.

- Any proposal to further develop The FA’s licensing programme, including distribution of licensed products (for example match day programmes) in the Territory.
- The use of new platforms and technologies owned and/or controlled by the Licensee to support and develop general FA commercial initiatives and to communicate directly with new customers of The FA.

- The use of such technologies or platforms to target discrete demographic or geographic audiences to promote FA events or products.
- The use of, or access to, Licensee controlled databases for FA events (e.g. match ticket materials) or other products or services of The FA (subject to applicable data protection laws and regulations).
- Access to Licensee controlled publications or communication channels for the promotion of FA products or services.
- The creation of joint competitions/promotions for the Bidder and The FA (e.g. Win Trip of a Lifetime to The FA Cup Final/England Home International at Wembley) to be run via TheFA.com for data capture purposes.
- Editorial space in any relevant magazine/listing published by the Licensee for FA promotional purposes.
- Provision of priority purchase rights for Licensee airtime for use by The FA to promote for example kit launches, englandfans club membership scheme or The FA’s online store

The FA requires that the minimum camera coverage for each Package shall be as follows:

- A minimum of 9 cameras for Live Matches in The FA Cup Rounds 1-2 (or earlier), FA Club Competitions (other than the FA Community Shield) and England Development Teams and, in respect of The FA Cup Matches, for extended Highlights which have not been selected for Live Transmission
- A minimum of 15 cameras for Live Matches in The FA Cup Rounds 3 – 6 and England U21 Team Matches
- A minimum of 20 cameras for Live Matches for The FA Cup Semi-Finals and FA Community Shield

- A minimum of 25 cameras for Live Matches for the FA Cup Final and England Senior Friendly Matches

- A minimum of 1 camera for any FA Cup Match which has not been selected for Live Transmission or Extended Highlights

The FA will require High Definition (“HD”) coverage of all Live Matches and all Matches selected for extended Highlights which have not been selected for Live Transmission.

WEISER THE FA CUP WITH BUDWEISER THE FA CUP WITH BUDWEISER THE FA CUP WITH BUDWEISER THE FA CUP WITH BUDWEISER

OUR BRAND

P.BUDWEISER UK *Budweiser* VOTE NOW FACUP.BUDWEISER.CO.UK

BRAND ASSETS

Brand assets are the components parts of a brand. When we talk about applying the brand, we are referring to the technical specifications of these assets, and the creativity involved in design and written communications.

Clear guidance on sizing, colour, positioning and typography is crucial to building consistent brand recognition.

1. BRAND MARK

The main symbol of our brand.



2. COLOUR

The colour palette options available to anyone applying the brand.



3. TYPOGRAPHY

The fonts for use on screen and in print, with guidance on size and structure.

ABCDEFGHIJK
LMNOPQRST
UVWXYZ 012
3456789 - /?!"
:;'£\$€%&@*0

4. IMAGERY AND GRAPHIC DEVICES

Photography and graphic style associated with the brand.



1. BRAND MARK

The primary visual element of the brand is the brand mark. It is this element that symbolises the whole brand and should be carefully and correctly applied to all brand communications.

The brand mark is a registered trademark and can only be used by The FA, its contracted partners and others, such as competing clubs and media.

The various forms in which the brand mark can appear are shown over the following pages, usage of the alternate brand mark versions must be signed off by the FA Design Manager.

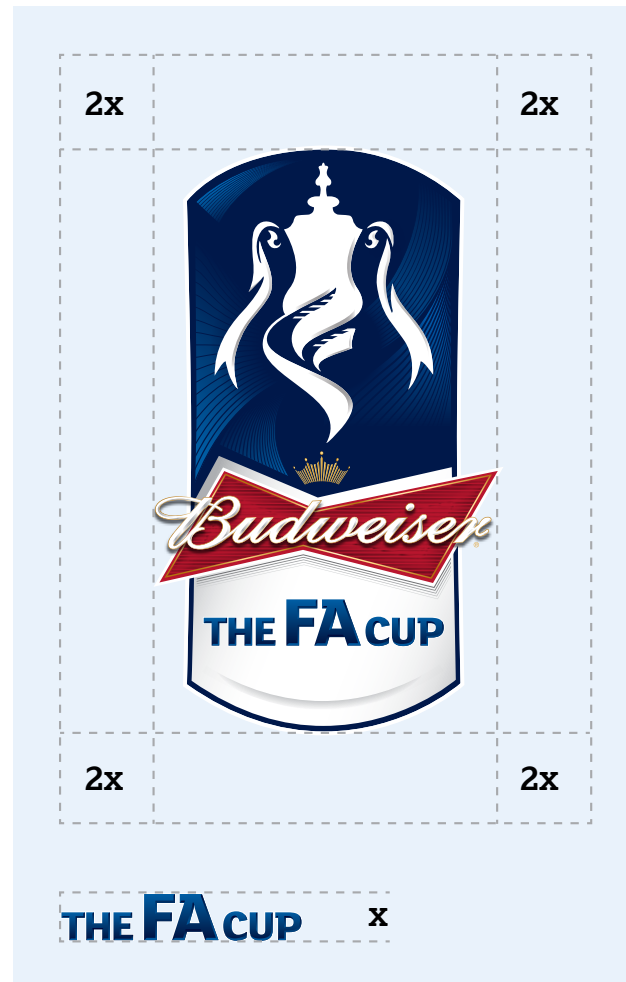


EXCLUSION ZONE

The 'exclusion zone' is the area of white space which should always be left empty around the brand mark.

Clarity and consistency on the exclusion zone are crucial. Clear instructions on sizing and spacing reduce the chances of the brand mark being misused.

The brand mark should be left to stand alone without interference from other elements i.e. type, other logos and club crests. The height of The FA Cup wordmark doubled gives you the minimum clear zone, indicated by '2x'.



2. PRIMARY COLOUR PALETTE

The primary colour palette avoids thousands of colour variations. With this, any designer and artworker can bring consistency to brand communications, and still have the freedom to be creative through the use of percentage tints and gradients.

Colours are shown by their ratio of use.

DARK BLUE

PMS 282
CMYK 100 / 72 / 0 / 56
RGB 0 / 0 / 51
HEX #002a5b



LIGHT BLUE

PMS Cyan
CMYK 100 / 0 / 0 / 0
RGB 0 / 174 / 239
HEX #00aeef



RED

PMS 485
CMYK 0 / 100 / 100 / 0
RGB 216 / 25 / 32
HEX #e2001a



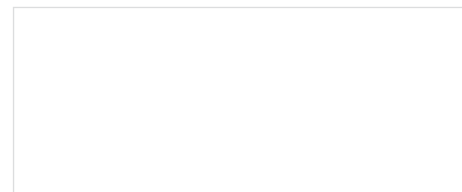
SILVER

PMS Cool Grey 5
CMYK 0 / 0 / 0 / 30
RGB 192 / 192 / 194
HEX #c0c0c2



WHITE

White
CMYK 0 / 0 / 0 / 0
RGB 255 / 255 / 255
HEX #ffff



3. PRIMARY TYPEFACE

Just like the brand mark and colour palette, consistent use of typefaces is important to maintain brand identity. This section should answer all questions on use of typefaces for headings, subheadings and body copy.

Typography plays a key part in the tone and character of The FA Cup brand. 'The FA Cup Headline' and 'The FA Cup' typefaces were designed to reflect the prestige of the competition and must be used in all FA Cup brand material.

THE FA CUP HEADLINE

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789 - / ? ! " ; ' £ \$ € % & @ * ()

HEADINGS AND SUBHEADINGS

'The FA Cup Headline' should only be used for headlines and subheadings.

PRIMARY TYPEFACE

THE FA CUP

THE FA CUP BOLD

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789 - /!":;'£\$€%&@*()

BODY COPY HIGHLIGHTS

The FA Cup Bold should only be used for highlighting body copy, or where additional clarity is needed. It should never be used for headlines or any headings.

THE FA CUP Light

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789 - /!":;'£\$€%&@*()

BODY COPY

The FA Cup Regular and Light is our core body copy typeface and should never be used for headlines or any headings.

4. IMAGERY AND GRAPHIC DEVICES

THE FA CUP – TROPHY PHOTOGRAPHY

Nothing conveys the prestige of The FA Cup better than the trophy itself. Its shape is instantly recognisable and although it's been photographed thousands of times, few pictures do it justice.



TROPHY PHOTOGRAPHY CROPPING

In a number of ways, The FA Cup trophy images can be cropped either around the trophy, or by taking various sections of it. This allows designers maximum flexibility, whilst preserving The Cup's integrity.

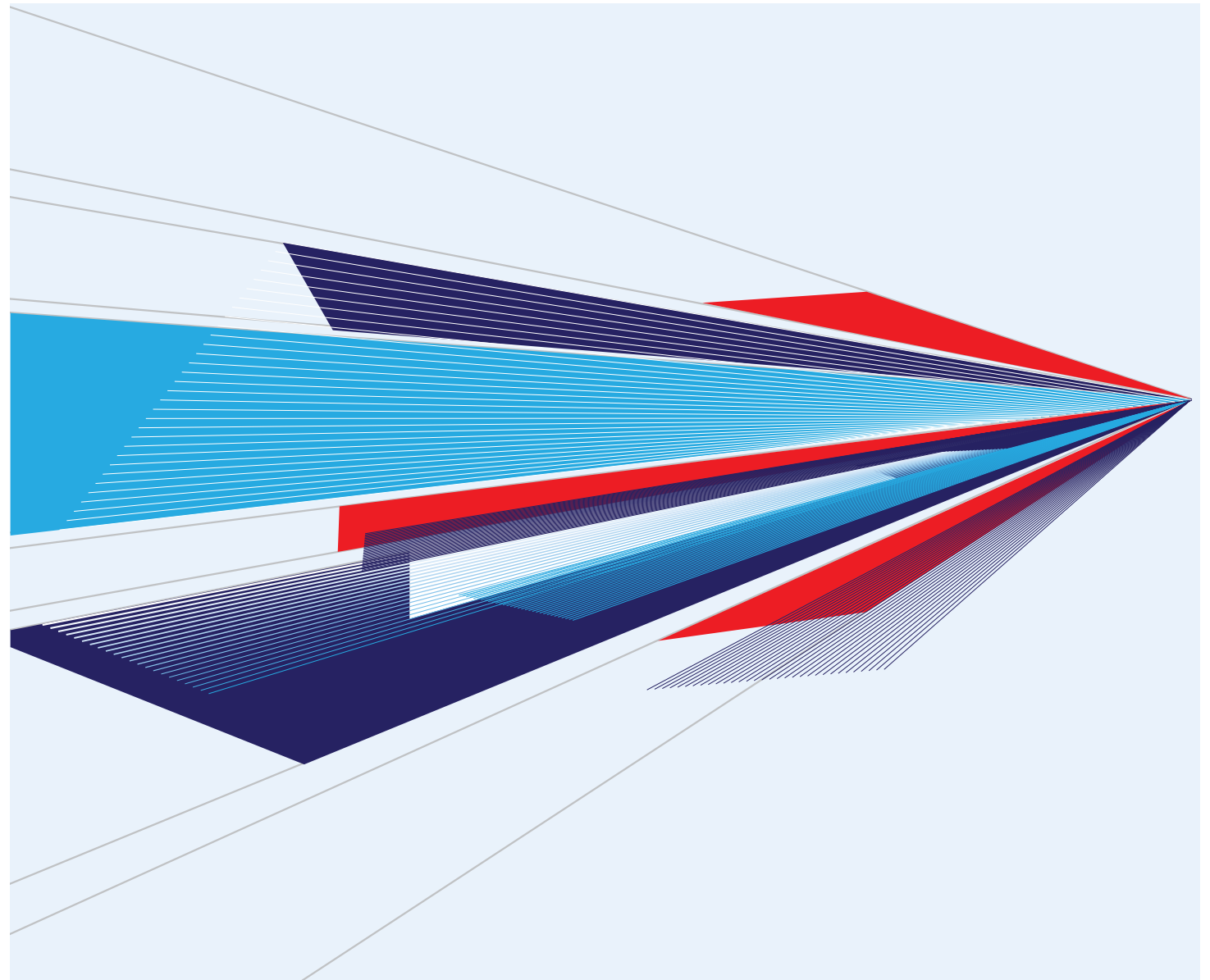
To make sure The FA Cup is always recognisable, at least one of the Cup's handles and ribbons must be visible.



BRAND DEVICES

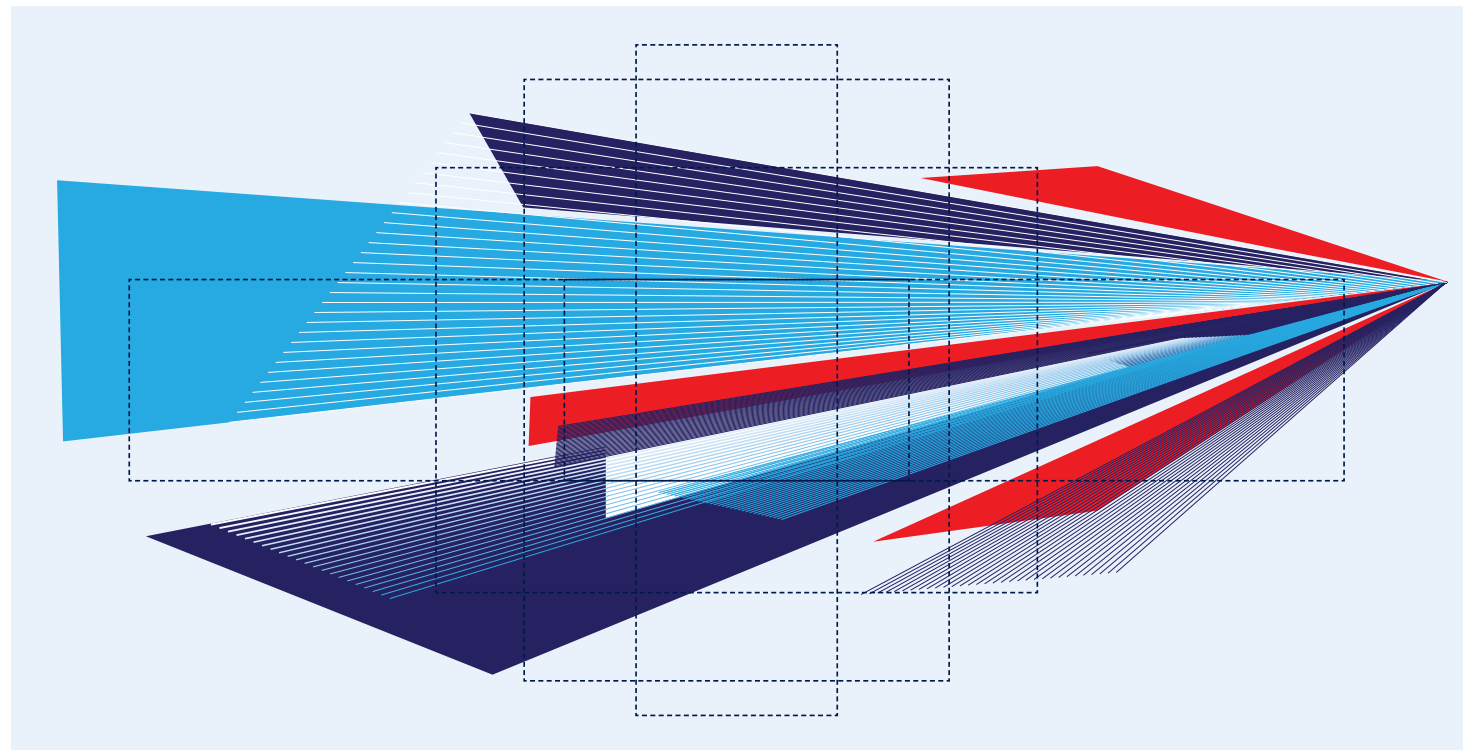
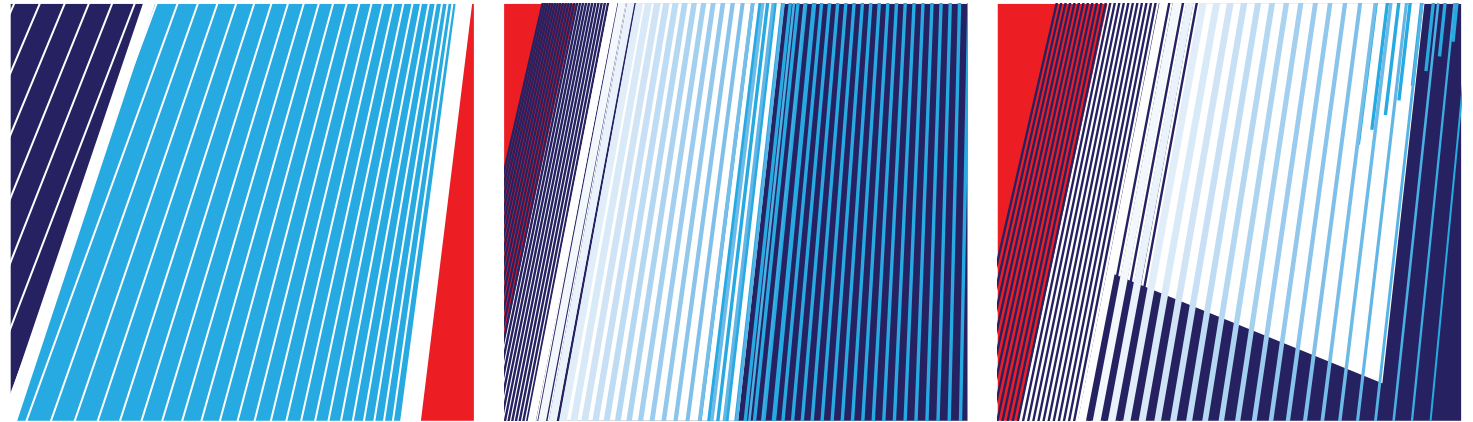
The FA Cup brand device is a unique, graphic element that can frame the trophy or copy or football image, and bring structure to a page or screen.

It has been created to work in conjunction with The FA Cup trophy and photography.



BRAND DEVICE CROPPING

The dynamic graphic can be cropped closely for special cases, i.e. The FA Cup draw staging or background patterning.



PRINT

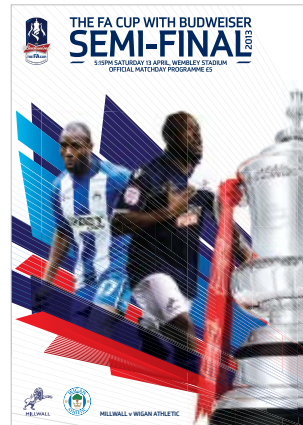
This section shows the best examples of The FA Cup printed media.



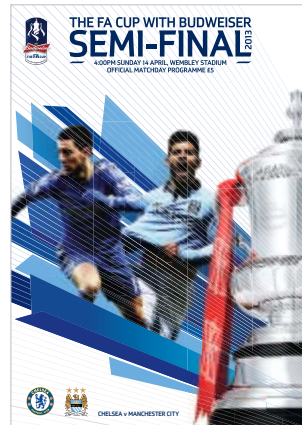
EXTERNAL FASCIA BANNER



PITCH PERIMETER BOARDS



PROGRAMME COVERS



TICKET



DESK GRAPHICS



PLAYERS TUNNEL TOP



DOOR GRAPHICS

PHOTOGRAPHY

Photography plays an important role in articulating brand messages. It should reflect the audience with whom we're speaking and the values we want to convey. A distinct photographic style is just as important as the visual identity and tone of voice.

This section should give designers, art directors and photographers a clear idea of the qualities each image should have – whether specially-commissioned or purchased from stock.

PEOPLE**ACTION****LOCATION****PRODUCT**

PEOPLE PHOTOGRAPHY

A selection of images in the brand style is a useful guide. For people, we look for the human side of the game, supporters, families, children – all reflecting the brand values.



PRODUCT PHOTOGRAPHY

