

**FIGC WOMEN'S FOOTBALL DIVISION
COMPETITIONS**

REQUEST FOR PROPOSAL

**MEDIA AND BETTING RIGHTS
INTERNATIONAL MARKET**

SEASONS:

2024/2025, 2025/2026, 2026/2027

Date of issue: 18 July 2024

Professional Women's Serie A Division competitions – RFP for the grant of media rights and betting rights - International Package

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Section I. General Information. The RFP

The Professional Women's Serie A Division ("Division") organizes the following competitions of women's football: Campionato di Serie A (Serie A Championship), Coppa Italia (League Cup) and Supercoppa (Supercup) (collectively "Competitions").

The Division invites any interested parties to submit their proposal ("Proposal") for the license of the package of media rights and betting rights for the international territory as described in the Annex 2, in accordance with the terms and conditions below.

The matches of the Competitions (hereinafter "Matches") are staged according to the format and the schedule below.

i. Serie A Championship

On 27 June 2024, the FIGC Executive Council approved a reform of the Women Serie A Championship, pursuant to which, as of the 2025-2026 football season, the Serie A will be played by 12 teams. As a consequence, at the end of the 2024-2025 season, the play-out stage between the penultimate team in the "*Poule Salvezza*" of Serie A and the second team in the Serie B will not be played.

The Division reserves the right, starting from the 2025-26 season, to assess and possibly amend the 12-team format of Serie A and the relevant promotion/relegation mechanisms. The Serie A Championship, however, will still feature no less than 132 matches and 22 match-weeks per season.

ii. League Cup

Coppa Italia is made up of a first phase consisting of a preliminary round and two rounds with knock out system and a second phase with quarter finals and semifinals matches with home and away formula and the Final with a single match.

iii. Supercup

Supercup is played in a single match between the winner of the Serie A Championship and the winner of the League Cup. If the same team won both trophies, the competition is played between the same team and the runner up of the League Cup.

1.2 The International Package offered under the RFP

The Division is hereby soliciting all interested parties, whether broadcasters, intermediaries or agencies, to submit their best Proposals for the license of the rights described in the International Package (Annex 2), as summarized hereinafter.

Package	Rights	Territory
International Package (Annex 2)	<p><u>Media</u> right to broadcast the Matches live or on a delayed basis for unlimited runs, including highlights.</p> <p><u>Betting</u> - right to collect and exploit the data of the Matches for betting purposes; - right to access the stadia of the Matches to collect data for betting purposes; - right to transmit and/or distribute the live feed of the Matches for betting purposes.</p>	<p>All territories outside of Italy, San Marino, and Vatican City.</p> <p>The offering party shall specify if it intends acquiring the media rights and/or the betting rights at a global level or for specific continents/geographical areas or countries</p>

1.3 RFP and validity of the Proposals

Each Proposal shall be made by using the standard template under Annex 1.

The consideration offered must be expressed in Euros and net of VAT and any other applicable levy, tax and withholding.

The Proposal shall be submitted by certified email (i.e. posta elettronica certificata) to div.serieafemminile@pec.figc.it or via email to calciofemminile@figc.it). The email, to which the Proposal and the relevant documentation shall be attached, shall have the following subject-matter: “*Proposal for the award of the media rights and the betting rights - International Package – RFP for Division Competitions*”, and include the name of the offering party.

Only Proposals received by the Division no later than 12:00 p.m. C.E.T. of 26 July 2024 will be valid and taken into consideration.

The Proposal shall remain valid and binding for the offering party for 30 days from its receipt by the Division. Within such term, the Division may accept the Proposal or take any of the decisions provided for under this RFP.

1.4 The outcome of the RFP

The Division will assess the Proposals and decide on them taking into account the interest of Division and its associated clubs and women's football as a whole.

The Division may request, at any time, clarification to the offering party, as well as additional documentation.

The Division may also decide to carry on private negotiations with one or more offering parties.

This RFP does not create any liability on the Division (including any pre-contractual liability) towards any offering party or any other third party.

Any Proposal is submitted on a free and discretionary basis and nothing can be claimed by any offering party against the Division, its agents, employees and consultants, as well as its associated clubs, for any reason or title whatsoever.

In particular, each interested party acknowledges and agrees unconditionally, that the Division may, for example:

- deny any Proposals;
- select a Proposal from another offering party, including any direct competitor and regardless of the term of the accepted Proposal;
- negotiate every aspect of the Proposal with a specific offering party, as well as with any other participants to the RFP process;
- conclude the negotiations and select one or more parties to continue the negotiations;
- terminate the negotiations without acceptance of any Proposal.

Any offering party irrevocably acknowledges and agrees that the Division reserves, at its own discretion, the right to modify any terms and conditions of this RFP and its annexes, subject to communication via certified email or email to the interested parties.

1.5 Feedback to the Proposal

The Division will notify the offering party of the acceptance or denial of the Proposal via email.

In the event it is interested in negotiating the terms and conditions of the Proposal, the Division may also send a counterproposal to the offering party.

Should the Division accept the Proposal, then the Division and the offering party ("Licensee") shall enter into a license agreement in respect of the licensed Package under the terms and conditions specified in the RFP ("License Agreement"), which are unconditionally accepted by the offering party upon submitting the Proposal.

Further terms and conditions could be agreed between the Division and each Licensee in writing.

Section II. Terms and conditions

This section describes in detail the terms and conditions of the contractual relationship that will be established between the Division and the Licensee in the event of acceptance of the Proposal.

2.1 Sub-licensing

The Licensee may enter into a sub-license agreement with a third party for the exploitation, fully or in part, of the licensed rights, under the following conditions:

- (a) such sub-license is made on the same terms and conditions under this RFP;
- (b) the sub-license agreement shall provide for proper provisions allowing termination by the Licensee, to terminate or suspend the sub-license agreement in the cases provided for by clauses 2.1, 2.2, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, Annex 2, and, in any case of breach or default, to undertake any different and further initiative to protect the rights. Each sub-license agreement shall also provide for its automatic termination if the License Agreement is terminated for any reason whatsoever;
- (c) the Licensee shall be liable, jointly with its sub-licensees, for any breach of the RFP by the same Licensee or its sub-licensees and shall procure that the sub-licensees expressly accept in writing and abide by all obligations and duties under the RFP.

The Licensee shall remain in any case fully liable for its obligations under the License Agreement.

Within 5 days from the relevant request, the Licensee shall provide the Division with a list and the relevant terms and conditions, territory by territory, of each sub-license agreement entered into.

2.2 Production and distribution

The production of the live feed to be provided to the Licensee shall be made by the Division through its service providers.

In addition to the payment of the license fee, each Licensee shall reimburse the Division the technical costs described in the Package, inclusive of the delivery of the live feed, as the case may be.

The audio (international sound) and video (clean with match graphics) signal of each Match will be available on a European satellite or at the distribution Centre AB indicated by the Division.

2.3 Term

The rights offered under this RFP refer to seasons 2024/2025, 2025/2026 and 2026/2027.

The term of the License Agreement shall then reflect the Proposal accepted by the Division.

2.4 License fee

In consideration for the rights under the Package, the Licensee shall pay the Division the fee set out in the Proposal accepted by the Division or, alternatively, in the License Agreement, if different.

The payment of the aforementioned fee shall be made as follows: an advance payment of 5% of the License Fee shall be made within 15 days from the execution of the License Agreement, while the remaining 95% shall be paid in 9 (nine) equal instalments due on September, January and March of each of the 3 (three) football seasons.

2.5 Reserved rights of the Division and the clubs

The licensed rights are exclusively those detailed and exhaustively described in this RFP and the Package. Each Licensee is expressly prohibited from using any right licensed to it for any purpose other than the one indicated in the Package.

The Licensee acknowledges and accepts that:

a) the Division and the Clubs, in accordance with their respective rights according to the Legislative Decree 9 January 2008, no. 9 (hereinafter “Decree”), may assign media rights and the betting rights to third parties other than those covered by this RFP subject to the condition that they do not infringe the Licensee's exclusive right relating to the mode of transmission in the Territory;

b) the Division may exploit the following rights without territorial boundaries, whether or not they are included in the Package:

- the right to broadcast, on its official channels (e.g. official website or social media), short extracts/clips of all the Matches (with a maximum total duration of 30 seconds each), starting from 1 hour after the end of each Match;
- the right to broadcast, on its official channels (e.g. official website or social media), short extracts/clips, including game actions (with a maximum total duration of 10 seconds each), during each Match (in near live);
- the right to produce and broadcast, on its official channels (e.g. official website and social media), summaries and Matches on a delayed basis, starting from 2 hours after the end of each Match, provided that they are not simultaneous with the live broadcast of another Match;
- the right to produce and broadcast, on its official channels (e.g. official website and social media), media productions related to each Match, including images and other extracts from the match, with a maximum total duration of 4 minutes per Match, which may be communicated to the public, starting from 1 hour after the end of each Match;
- the right to broadcast correlated images of the Matches, live or on a delayed basis, including pre-match footage (e.g. presentations, pre-warm-up and/or warm-up of the clubs), half-time and the post-match;
- the right to market and distribute radio rights;

- the right to market and distribute the media rights related to the presentation of the Competition's schedule, awards ceremonies organised by the Division, or other similar events;
- the right to use media rights for magazines and other similar editorial products produced by the Division;
- the right to create and market and distribute, directly or through third party service providers, metadata, data feeds and statistics related to the Matches, the Competitions, clubs and players.

c) With regard to the Matches played by their own team, the Clubs may exploit the following rights without territorial boundaries (unless expressly provided to the contrary here below):

- right to broadcast their full matches (home and away) on a delayed basis starting from 6 hours from the end of the match on linear and/or non-linear services and on their official channels, paid or encrypted, in any case not free of charge;
- the right to broadcast the summaries and the matches on a delayed basis (home and away), on the official website or any other official digital platforms (e.g. social media) starting from 00.01 of the day after the Match took place;
- the right to broadcast, on its official linear and/or digital channels, on its official website or any other official digital platforms (e.g. social media), media productions related to their matches, including images and other extracts of the match, with a maximum duration of 4 minutes per Match, starting from 3 hours from the end of the match;
- the right to broadcast, also live and free of charge, on the Clubs' official channels (including online and through their official social media accounts), correlated images, including pre-match (e.g. presentations, pre-warm-up and/or warm-up of the clubs), half-time and the post-match contents of each Match (e.g. interviews);
- live radio rights, locally and on official digital channels.

In any case, archive rights shall remain in the full ownership and control of the Clubs, as per the applicable laws.

d) Without prejudice to the rights of the Clubs, the Division may broadcast magazines, weekly columns, extra content, highlights, promotional films and any editorial content aimed at providing visibility to the Competitions, without limitation as to time, runs and duration;

e) Without prejudice to the provisions of article 4, paragraph 2, of the Decree, should the Licensee wish to use the "current archive" (i.e. the archive related to the current season) within the end of the season itself, the Clubs will make the images of such archive available to the Licensee, without charges and costs, in accordance with the procedures that will be agreed between the Licensee and the Clubs themselves, or the Division on their behalf, on a non-exclusive basis. On the other hand, any use of historical archives is excluded, unless agreed upon with the individual Clubs;

f) Pursuant to Art. 4, paragraph 6 of the Decree, the Licensee shall not be entitled to any rights on the footage of the Match (including correlated images, interviews and integrations to the Signal), even if they are taken by the Licensee himself, which are and shall remain ownership of the Division. The Licensee hereby renounces to any claims on the images and their fixation. The Licensee shall deliver to Division, upon the latter's request and at no cost or expense to him, all the footages in his possession, including those related to integrations, even those not broadcasted;

g) Third parties may exercise the right of reporting in accordance with the provisions of Article 5, paragraph 3 of the Decree;

h) The Division may, at its sole, unquestionable and binding discretion, use the live feed of the Matches, inter alia, on big screens inside the stadiums.

Under no circumstances, the exercise of any of the rights above by Division and the clubs shall constitute grounds for claims of any nature or kind whatsoever by the Licensee (or its sublicensees or third parties) against Division, FIGC or the Clubs, including requests to amend the content of the License Agreement or to reduce the consideration.

Division shall in all cases reserve the right to commercialize directly or to grant to any third party the right to exploit the Rights for purposes other than the ones included within the Package.

2.6 Licensee's obligations

Each Licensee, also on behalf of their sub-licensees, shall exercise the rights licensed to them by Division under this RFP in full compliance with any law, legislation, regulation and customary rule applicable in the relevant country or geographical area.

The Licensee undertakes to use, and to procure the use by the sub-Licensee(s), of technology in line with the best market standards for digital rights management to seek to ensure that (i) the Match Signal is protected and is not unlawfully picked up outside the territory(s) in which it has been licensed (or sublicensed) and (ii) any person receiving or accessing the streaming of the Matches via the authorized platform is prevented from (subject, in each case, to compliance with applicable law):

- (a) forward it to any other person;
- (b) transfer or otherwise publish it on any site or electronic communication service that can be accessed by third parties; and
- (c) copy, record or otherwise archive it (so that it can be viewed later, i.e. at any time other than live either in catch-up mode or otherwise).

Licensees shall exercise the rights by implementing all necessary measures so that their licensed rights are exploited without unauthorised reception, exploitation or viewing outside the relevant territory.

The Licensee is prohibited from recording and archiving on any type of support the streaming of the Matches, also taking into account the fact that the Licensee is not entitled to any rights on the footage of any Match, which are and will remain the property of Division and the Clubs.

The Licensees shall be entitled to carry out the following activities relating to the exercise of the licensed rights:

- (i) the right to communicate to customers and the public the acquisition of the licensed rights;
- (ii) the non-exclusive right to use the trademarks of Division and its associated Clubs in promotional activities, provided that such activities shall not entail any official sponsorship of the Competitions, Division and the Clubs.

It is in any case forbidden for the Licensee to alter in any way the live feed as provided by Division, without any possibility to supplement them, by way of example but not limited to,

with other images, virtual advertising, forms of advertising, advertising and promotional interruptions.

The Licensee declares that it will hold Division, Clubs and their assignees harmless, and indemnify them from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, fines and expenses (including reasonable legal expenses) of whatever kind or nature whatsoever that may be claimed by any third-party, relating to a breach of this RFP, caused by or attributable to the Licensee and/or any of its sub-licensees.

The Licensee holds harmless Division and the Clubs, as well as their employees, managers, members, agents and consultants, from and against any liability related to the non-compliance with the regulations in force concerning the economic and regulatory treatment of the employees and collaborators used. The Licensee undertakes to ensure the correct fulfilment of all social security, insurance and tax obligations.

The Licensee hereby acknowledges that the Clubs or Division may have as sponsors, during the Term, operators that carry out activities for the collection of bets, without entitling the Licensee to any claim, including claims for compensation, refunds or indemnities.

The Licensee shall put in place those security measures reasonably necessary to protect its exploitation of the Rights and prevent the unauthorized reception, exploitation or viewing of the images outside of the International Territory.

2.7 General rules on the format and schedule of the Competitions

Division has the right to modify the format of the Competitions, the calendars, the days, the matchdays and the slots in the event of sporting requirements, public order or for any other reason, by promptly notifying the Licensee. Any modification, suspension or interruption of Matches or Competitions, even during the course of the season, even due to force majeure, is the exclusive, discretionary and binding competence of FIGC, of the Division, as well as of the relevant public authorities, at regional national and international level, including their bodies, judicial or administrative authorities, national or international sports authorities or other competent authorities.

The Licensee therefore acknowledges and accepts that the Competitions may be subject to variations, suspensions or interruptions for the reasons set out above in this paragraph with consequent modification (including permanently), by way of example, but not limited to, the total number of Matches, the staging of Matches outside of the calendar as specified in this RFP, without this entitling the Licensee to raise claims of any kind whatsoever against the Division, FIGC and/or the Clubs, their assignors or assignees, for any reason or cause whatsoever, including claims for damages, changes to the Package or suspensions or reductions of the due consideration.

The Division also has the unchallengeable right to determine the matches to be played in advance or postponed. The decisions made by the Division regarding the dates and times of the Matches as well as, pursuant to the relevant regulations, those made by the FIGC regarding the format of the Competitions, can never constitute grounds for claims for compensation or reduction of the consideration or revision of the content of the Package by the Licensee. Each party submitting a Proposal acknowledges the variable and non-final nature of the slots, described in Section 1, and hereby waives any exception or claim.

2.8 Termination clause

The Division shall be entitled to terminate any License Agreement, by serving a written default notice to the Licensee pursuant to Article 1456 of the Italian Civil Code, in the event that:

- (i) the Licensee is in total or partial breach of the provisions of any of the clauses 2.1, 2.2, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10 and Annex 2;
- (ii) the Licensee enters liquidation, including voluntary liquidation, or is subject to any insolvency proceedings or is declared bankrupt;
- (iii) the Licensee is subject to a substantial change in the corporate, management or control structure, such as in the case of mergers, transformations, acquisitions, spin-offs, withdrawal of managing shareholders, changes in the shareholding structure or transfer of a substantial part of its assets, unless the Division has been given prior written notice of the change and has authorized it.

2.9 Confidentiality

All Proposals, as well as the RFP and any document connected thereto, have confidential nature and, as such, any offering party shall not make any announcement or comment whatsoever or otherwise provide any information to any third-party concerning the above.

2.10 Nature of the RFP. No grant of rights and notice to interested parties

Any interested party undertakes to indemnify and hold harmless the Division and its associated clubs, as well as their employees, managers, members, agents and consultants, from any claim for damages deriving, for any reason whatsoever, directly or indirectly, from the submission of any Proposal and its content. The Division shall bear no liability nor provide any guarantee towards any offering party for what is set out, submitted and requested in this RFP, it being entirely up to each interested party to carefully evaluate each provision of the RFP and what is set out, submitted and requested therein.

The Division and its associated clubs, as well as their employees, managers, members, agents and consultants, are not responsible, for any reason whatsoever, for the non-delivery or late delivery of the e-mail containing the Proposal within the terms as specified above.

The Division and its associated clubs, as well as their employees, managers, members, agents and consultants, shall not be liable for any costs incurred by any offering party in participating in the RFP. The costs for the preparation of the proposals and the documents, as well as all the expenses incurred for the presentation of the Proposal shall be borne exclusively by each offering party.

The Division reserves the right not to accept the Proposal, or to suspend, interrupt and definitively cancel negotiations with any interested party and in any case this RFP, at its complete, binding and unquestionable discretion.

During the validity of the RFP, the Division reserves the right, exercisable at its absolute discretion and at any time, to extend any term provided for herein and to amend, supplement or withdraw the RFP, its content and regulatory terms and conditions, or to initiate a different or additional request for proposal.

If a Proposal is subject to conditions or drafted not in the format required by the RFP or contains insufficient or partial information, it may be rejected at the full discretion of the Division.

2.11 Applicable law and jurisdiction

This RFP and any act, document and instrument deriving therefrom are governed and shall be interpreted according to the laws of Italy. For any dispute arising from the performance, interpretation and enforcement of this RFP, the Court of Rome shall have exclusive jurisdiction.

ANNEX 1
PROPOSAL FORM

Federazione Italiana Giuoco Calcio –
Divisione Serie A Femminile
Professionistica
Via Gregorio Allegri 14
00198 Roma

[place and date]

PROPOSAL
for the award of the International Package–
Division COMPETITIONS

Corporate name:	
Type of business activity:	
Reference of authorization/registration, if any:	
Corporate headquarters:	
First name, last name and title of the legal representative undersigning the Proposal:	

Proposal submitted for the following Package, against the consideration specified hereinafter, to be deemed as the net amount to be paid to the Division, plus VAT if due:

Fee per season (€)

	International Package
2024/2025	in digits] _____ [in letters] _____
2025/2026	in digits] _____ [in letters] _____
2026/2027	in digits] _____ [in letters] _____

Territory	[_____] <i>Please specify if interested in acquiring the media rights and/or the betting rights at a global level or for specific continents/geographical areas or countries</i>
Media / Betting rights	[_____] <i>Please specify if interested in acquiring both the media and the betting rights or just either of them</i>

In support of the Proposal, the offering party may decide to attach the following documentation:

- a) updated company registration certificate issued by the local register authority;
- b) copy of the last annual audited financial statement or other documentation proving the company assets or the relation of corporate connection or control (as per art. 2359 Italian civil code);
- c) documentation regarding the company's experience in the sport media and betting market.

For any communication, please refer to the following authorized representative:

First name and last name:	
Position:	
Mail address:	
Landline number:	
Mobile phone number:	
E-mail address:	

In case of acceptance of the Proposal by the Division, the License Agreement with the Division, in respect of the Package indicated in this Proposal, will enter into force within the terms and conditions provided for by the RFP and with the full acceptance of all the provisions therein and shall therefore be immediately effective between the parties.

The offering party undertakes to maintain the Proposal binding and irrevocable for 30 days following its submission to the Division.

[Date] _____

[Place] _____

[First name] _____

[Last name] _____

[In its capacity of] _____

[Legible signature] _____

This Proposal incorporates all terms and conditions set forth in the RFP, which are referred to *per relationem*. The offering party, for the purposes of art. 1341 and 1342 of the Italian civil code, represents to have specifically evaluated and to specifically approve the following paragraphs of the RFP: 1.3 (RFP and validity of the Proposal); 1.4 (the outcome of the RFP); 1.5 (Feedback to the Proposal); 2.1 (sub-licensing); 2.2 (Production and distribution); 2.3 (term); 2.4 (License fee); 2.5 (Reserved rights of the Division and the Clubs); 2.6 (Licensee's obligations); 2.7 (General rules on the format and schedule of the Competitions); 2.8 (termination clause); 2.9 (confidentiality); 2.10 (Nature of the RFP. No grant of rights and notice to interested parties); 2.11 (Applicable law and jurisdiction); Annex 2 (limitations and conditions of the Package).

[Legible signature] _____

ANNEX 2 – THE INTERNATIONAL PACKAGE

Rights	<p>Media rights</p> <ol style="list-style-type: none"> 1) right to broadcast and transmit the full signal of the Matches (on a live or delayed basis for an unlimited runs) until midnight of the eighth day following the conclusion of the Match; 2) right to broadcast and transmit the highlights of the Matches either during each respective Match or following its conclusion, until midnight of the eighth day following the conclusion of the Matches; 3) right to broadcast and transmit extra contents (right to produce and broadcast editorial ancillary products, such as for example reportages, documentaries and specials related to the events). <p>Betting rights</p> <ol style="list-style-type: none"> 1) <u>Data</u>: right to exploit the data of the Matches for sports betting commercial activities, either made available to it by the Division or collected by the Licensee; 2) <u>Streaming</u>: right to access the live feed of the Matches and transmit it on internet, IPTV and mobile platforms, with the following customary restrictions: (i) only for authorized users, upon registration to a legal betting platform and only with an active account; (ii) not exceeding 1/3 of the screen (and therefore excluding any possibility of enlarged display) and quality no higher than 600Kbps; (iii) in case of betting shops, the distribution of the live feed shall only occur within the premises of the betting shop itself and in any case not visible from outside of such premises.
Joint Bids	Each offering party is invited to submit its Proposal for the media rights and for the betting rights or combination of the two, also by specifying a separate consideration for each set of rights. With regard to the betting rights, the Division will evaluate possible separate Proposals for data and for streaming rights.
Territory	All territories outside of Italy, San Marino, and Vatican City.
Exclusivity	The rights under this Package are in principle offered on an exclusive basis for the relevant licensed territory, save for (i) possible modifications thereto during this RFP, also taking into account the received Proposals and the negotiations with the interested parties, and also save for (ii) the rights under paragraph

	2.5 and 3) above, which the Division reserves the right to offer directly to the market.
Sublicense	Permitted under paragraph 2.1. The Licensee and the Sublicensees shall in any case refrain from duplicating the images and making them available to any third-party <i>as is</i> , including any commercialization whatsoever thereof.
Technical costs	The Licensee shall pay the Division an amount equal to the 10% of the license fee as reimbursement of the technical costs for the production and delivery of the feed.