

**MEDIA RIGHTS TO SELECTED
FIFA EVENTS 2016
SUB-SAHARA REGION
INVITATION TO TENDER**

Summary

23 May 2016

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MEDIA RIGHTS INVITATION TO TENDER 2016 OTHER FIFA EVENTS – Sub-Sahara Territories

This is a summary document of the invitation to tender (“ITT”) for the Sub-Sahara Territories. If you wish to bid for the rights and obtain the ITT, please contact and request the ITT at the following email address: sub-saharatv@fifa.org

FIFA wishes to announce the forthcoming tender process for the media rights in the Sub-Sahara region in respect of certain FIFA events taking place in the year 2016.

1 INDICATIVE TIMETABLE

The following table sets out the intended stages and timetable for the tender process. These stages and the timetable are indicative only and subject to change at FIFA’s sole discretion.

Dates	Stage
23 May to 3 June 2016	Question and answer period
10 June 2016	Bid Submission Deadline
17 June 2016	Selection of Preferred Bidder(s) by FIFA
20 June to 24 June 2016	Negotiations with Preferred Bidder(s) commences
30 June 2016	Delivery of duly executed media rights agreement to FIFA
3 rd Quarter 2016	Anticipated FIFA decision and official announcement of successful bidder(s)

2 OBJECTIVES (NON-EXHAUSTIVE):

To assist bidders in understanding FIFA’s requirements, each bid must be aimed at, amongst the other aims set out in this ITT, achieving the following (non-exhaustive and non-prioritised) list of objectives:

- (a) ensuring the widest coverage and the widest possible audience for the Other FIFA Events;
- (b) maximising and enhancing exposure for each of the FIFA Commercial Affiliates of the Other FIFA Events;
- (c) increasing and enhancing exposure for the FIFA brand and the Other FIFA Events as a whole; and
- (d) optimising FIFA’s revenues for the overall benefit of the collective FIFA football community.

3 MEDIA RIGHTS OVERVIEW

3.1 Media rights (“**Media Rights**”): right to transmit audiovisual coverage of the Other FIFA Events, including

- (a) basic feed and unilateral coverage (on a live, delayed and repeat basis);
- (b) highlights; and
- (c) archive materials from previous other FIFA events.

3.2 Other FIFA Events (“**Other FIFA Events**”):

- FIFA U-17 Women’s World Cup 2016;
- FIFA U-20 Women’s World Cup 2016; and
- Futsal World Cup 2016

Note: Scheduling, dates and venues are subject to final written confirmation from FIFA.

3.3 Countries (“**Countries**”): Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Congo Brazzaville, Cote d'Ivoire, Democratic Republic of Congo, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea Bissau, Guinea Conakry, Kenya, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritius, Mozambique, Namibia, Niger, Nigeria, Rwanda, Senegal, Seychelles, Sierra Leone, South Africa, Swaziland, Tanzania, Togo, Uganda, Zambia and Zimbabwe.

3.4 Rights period (“**Rights Period**”): From the date of execution of the media rights agreement until 31 December 2016.

3.5 Exclusivity: non-exclusive

3.6 Languages (“**Languages**”): English, French, Portuguese and other local languages, depending on the Territory and subject to FIFA’s approval.

3.7 Permitted means of transmission:

- (a) terrestrial transmission;
- (b) cable transmission;
- (c) satellite transmission;
- (d) mobile technology transmission; and/or
- (e) broadband Internet (including IPTV).

3.8 Modes of exploitation:

- (a) Free and/or pay (pay-per-view excluded).
- (b) Video-on-demand.

4 EXCLUDED RIGHTS AND CARVE-OUTS:

4.1 Excluded Rights:

For the avoidance of doubt, the following are excluded and reserved for FIFA's own exploitation:

- (a) Official film rights;
- (b) Fixed media rights;
- (c) In-flight and in-ship rights;
- (d) Foreign installations (military bases and similar establishments in the Territory);
- (e) Public exhibition rights, it being understood that:
 - (i) Free TV reception in bars, restaurants, etc. will be permitted "overspill";
 - (ii) Pay TV subscription arrangements with non-private dwellings (e.g. bars) will be permitted "overspill"; and
 - (iii) If FIFA exploits any of the public exhibition rights in the Territory, it will consult with licensee, and will be entitled to use licensee's audiovisual coverage free of charge. Any such exploitation will be of limited nature, and not to such extent as to have a material negative impact on the Media Rights.

4.2 Carve-outs:

Notwithstanding any exclusive / non-exclusive grant of Media Rights (as applicable), FIFA will in any event reserve certain rights including:

- (a) Highlights for inclusion in FIFA TV programming e.g. weekly magazine programming, FIFA related programming, end of the year programming such as FIFA Ballon d'Or (2 minute highlights per match);
- (b) Highlights for inclusion in FIFA's websites and internet pages, applications and/or internet accounts owned and/or controlled by FIFA (2 minute highlights per match);
- (c) Highlights for inclusion in trailers promoting the relevant Other FIFA Event across social media platforms (2 minute highlights per match);
- (d) Customary news access rights / highlights for inclusion in *bona fide* news bulletins after final whistle of the relevant match (90 second highlights per match);
- (e) Highlights for inclusion in FIFA Commercial Affiliates' advertising and promotional materials transmitted by means of mobile technology (2 minute highlights per match);

5 RIGHTS FEE

- 5.1 Currency: All financial commitments must be denominated in US Dollars (US\$).
- 5.2 Taxes: Rights fee will be payable by licensee net of any and all taxes, deductions and withholdings (including territorial withholding tax); obligation on licensee to gross-up all payments to FIFA.
- 5.3 Rate card: Access to broadcast facilities and access to transmission feeds is subject to applicable rate cards and terms of the host broadcaster.

6 MINIMUM TRANSMISSION REQUIREMENTS AND PROMOTIONAL PLANS

6.1 Minimum transmission requirements (“**Minimum Transmission Requirements**”):

- (a) In respect of each Other FIFA Event, at a minimum the following must be broadcast live and in full by means of free television services or channels with nationwide coverage:
 - (i) opening match,
 - (ii) all matches in which any African (CAF) team participates,
 - (iii) the semi-final matches; and
 - (iv) the final match.
- (b) In respect of each Other FIFA Event that is staged in a Country or Countries within the Territory (if applicable), all matches of the Other FIFA Event in question shall be transmitted in such Country or Countries live and in full by means of free television services and channels with nationwide coverage.

6.2 Promotional Plans:

- (a) Licensee will commit to broadcast a round-up programme on each competition day of at least 15 minutes in duration (including a minimum of 3 minute highlights per match of each match which has been shown on pay TV only).

7 OTHER CONSIDERATIONS AND REQUIREMENTS

- 7.1 Sublicensing: Sublicensing of the Media Rights only with FIFA's prior written approval.
- 7.2 News access rights: Licensee to grant customary news access rights to third parties in the Territory only; FIFA reserves the right to grant customary news access rights / highlights for inclusion in *bona fide* news bulletins in the Territory as described in Section 4.
- 7.3 Opening and closing sequences: Licensee will use FIFA's opening and closing sequences in full including official FIFA music during on-screen animations.
- 7.4 Onscreen inserts:
- (a) FIFA will be entitled, without charge, to credit FIFA's websites and FIFA Commercial Affiliates in a manner, size and duration to be determined by FIFA.
 - (b) The graphics contained in the basic feed shall be of a number, size, appearance and purpose as FIFA may determine in its sole discretion.

8 TENDER PROCESS

8.1 Preparation of bid:

Each bid must be submitted in accordance with the terms, conditions and procedures set out in this ITT.

Each bid must include all Other FIFA Events. FIFA is looking forward to receiving innovative proposals from interested parties who can demonstrate that they are able to operationally secure the broadcast commitments required by FIFA and fulfil FIFA's objectives in the Countries. In this regard, subject to satisfaction in the relevant Territory of the Minimum Transmission Requirements, Bidders may propose to bid:

- (a) for all matches or certain matches;
- (b) for all Countries or certain Countries;
- (c) for all permitted means of transmission (platform-neutral) or certain permitted means of transmission (platform-specific); and
- (d) on a free and/or pay basis.

8.2 Information and supporting documents:

Each bid must contain detailed information and supporting documents relating to:

- (a) the bidder(s) including, but not limited to, ownership structure, shareholdings, financial standing, financing arrangements, track record regarding previous exploitation / broadcast of sports content, and status within the broadcast and media industry;
- (b) the proposed matches in relation to which the bidder(s) intend to exercise and exploit the Media Rights (subject to the Minimum Transmission Requirements);
- (c) the proposed Country or Countries in which the bidder(s) intend to exercise and exploit the Media Rights ("**Territory**");
- (d) the proposed Languages in the Territory;
- (e) the proposed exercise and exploitation of the Media Rights in the Territory (subject to the Minimum Transmission Requirements), including (without limitation):
 - (i) details of the permitted means of transmission for each match;
 - (ii) number of matches on a free or pay basis;
 - (iii) the service(s) and/or channel(s) upon which broadcast coverage will be available the anticipated scope and quality of match coverage;
 - (iv) the planned level of reach of broadcast coverage;
 - (v) protective transmission measures (geo-blocking, encryption and digital rights management technologies and procedures);
 - (vi) promotional strategies; and
 - (vii) sub-licensing strategies (if applicable);
- (f) all laws, regulations, orders and guidelines that are in force in the Territory at the time of the submission of the bid which the bidder believes will, or may, in any way qualify any of the restrictions or requirements set out in Minimum Transmission Requirements and promotional plans or elsewhere in this ITT.

Each bid and all information contained therein must be in the English language.

8.3 Questions and answers:

FIFA may request clarification and/or further information from any or all of the bidders at any time during the tender process by any means it considers appropriate.

Requests from bidders for clarification and/or further information relating to this ITT must be marked TV Division, and received by FIFA:

- (a) by way of electronic mail (e-mail) via sub-saharaTV@fifa.org; and
- (b) in the English language; and
- (c) during the period between 23 May 2016 and 3 June 2016 (inclusive).

8.4 Presentation and delivery of bid:

Each bid must be signed for, and on behalf of, the bidder by authorised signatories. Bids must be submitted to FIFA by hand (for example, by courier or registered delivery) and/or electronically by email as per below:

FIFA - Fédération Internationale de Football Association
FIFA-Strasse 20
P.O. Box
8044 Zurich
Switzerland

8.5 Submission deadline:

Unless otherwise notified in writing by FIFA, bids must be received by FIFA by mail or email no later than **17:00 hours Central European Time on 10 June 2016** (the “**Bid Submission Deadline**”).

8.6 Evaluation of bids:

After the Bid Submission Deadline, FIFA intends to consider each submitted bid which complies with the terms and conditions of this ITT.

8.7 Selection of Preferred Bidders:

FIFA intends to develop a short-list of bidders (the “**Preferred Bidders**”) following detailed evaluation and consideration of all submitted bids. Selection of the Preferred Bidder(s) will be made in FIFA’s sole discretion and will not be capable of appeal. FIFA will not be obliged to provide any reasons for any of its decisions.

8.8 Delivery of a media rights agreement:

FIFA intends to enter into contractual negotiations with each Preferred Bidder with the objective of receiving a media rights agreement, on terms and in a form to be prescribed by FIFA, signed by each Preferred Bidder.

Each Preferred Bidder must deliver to FIFA two (2) originals of the media rights agreement duly initialled (page by page) and signed by authorised signatories for, and on behalf of, the Preferred Bidder by no later than **17:00 hours Central European Time on 30 June 2016**. The media rights agreement must be submitted to FIFA by courier or registered delivery.