



“Invitation to Tender - ITT”

CONMEBOL Club Competitions Audiences Partner

CONMEBOL invites companies to participate and send their proposals around the CONMEBOL Club Competitions Audiences Partner.

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SCHEDULE 1 Eligibility Criteria and Required Documentation

Invitation to Tender: CONMEBOL Club Competitions Audiences Partner

1. Introduction

CONMEBOL, the South American Football Confederation, requests a proposal for the information of the Club Competitions Audiences partner.

FC Diez Media is CONMEBOL's exclusive marketing consultant responsible for the marketing of the sponsorship, licensing and media rights to the CONMEBOL Club Competitions (including the Competitions listed below) and will be the point of contact for all Bidders in connection with this ITT. The management of the sales process regarding the rights set out in this ITT and any subsequent negotiation of a final license agreement ("Final Service Agreement") shall be led by FC Diez Media, subject to CONMEBOL's approval.

1.1 Background

CONMEBOL was established in 1916 and is the continental governing football body in South America, as well as one of FIFA's six continental confederations.

CONMEBOL Libertadores and CONMEBOL Sudamericana are the most important Clubs tournaments of South America, with the participation of clubs from the ten (10) CONMEBOL Member Associations, from the following South American countries (the "CONMEBOL Countries"):

- Argentina
- Brazil
- Chile
- Colombia
- Uruguay
- Peru
- Paraguay
- Ecuador
- Venezuela
- Bolivia

The Competitions have a broad audience, which is not limited to the CONMEBOL Countries. In fact, the Competitions' reach is worldwide, with focus on European countries such as Spain, Italy, Germany, France, UK, North America (US), Asia and Middle East.

2. Purpose of this ITT

CONMEBOL is willing to receive proposals from Qualified Bidders who will contribute and provide the best overall value and results for our organization.

This ITT calls for proposals for the 4-year cycle commencing with the 2023 season and ending with the last match of the Competitions in the 2026 season.

3. RPF Description

3.1 General Information

3.1.1 About the Company

This ITT should contain an introduction that tells us about the company, its background and structure, its credentials, and the range of services it offers beyond those requested in this ITT.

3.1.2 About Audiences

As an introduction to this ITT we request a description of:

- Detailed measuring method.
- Technology used.
- Streaming platforms, OTT and PPV measuring methods and standardization with traditional TV.

3.2 Scope

3.2.1 The Competitions

- CONMEBOL Libertadores
- CONMEBOL Sudamericana
- CONMEBOL Libertadores Femenina
- CONMEBOL Recopa

3.2.2 Countries

The number of countries to be measured on each tournament:

- South America: Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, Paraguay, Peru, Uruguay and Venezuela. (full tournament)
- Single Final - Rest of the World: USA, Mexico, Spain, England, France & Germany (only for Single Final – Broadcasters TBD)

3.2.3 Broadcasters

- **CONMEBOL Libertadores**
 - Brazil:
 - FTA: **Globo** (19 to 25 matches)
 - PayTV 1: **ESPN** (81 matches)
 - ESPN's lineal channels.
 - Star+.

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- Replay Matches.
 - PayTV 2: **Paramount** (76 matches) (Have a commitment to broadcast 1 game per week in the group stage on a lineal channel, which can be Paramount, MTV, Nickelodeon, or other of the group, and all the games of their respective package will be seen on Paramount+, their Streaming platform)
 - RoSA:
 - FTA: **Paramount** (19 matches)
 - Telefe (Argentina)
 - Chilevision (Chile)
 - PlutoTV (others)
 - TBC if any other broadcaster of the group.
 - PayTV 1: **ESPN** (81 matches)
 - Star+.
 - ESPN's lineal channels.
 - Matches in Argentina will be broadcast on Fox Sports (FS1, FS2 or FS3).
 - Matches in Chile may be broadcast on Fox Sports or ESPN (FS1 Chile Premium, FS2, FS3 or ESPN4).
 - All other countries will have matches broadcast only on ESPN.
 - Replay Matches.
 - PayTV 2: **ESPN** (76 matches)
 - México & Centro America:
 - **ESPN** (155 Matches)
 - All 155 package matches will be broadcast on Star+.
 - Minimum of 1 match broadcast per matchday - can be live or delayed - minimum of 43 matches per season.
 - Final and RECOPA broadcast live on ESPN.
 - Caribe:
 - **ESPN** (155 Matches)
 - All 155 package games will be broadcast on ESPN Play.
 - Minimum of 1 match broadcast per matchday - can be live or delayed - minimum of 43 matches per season.
 - Final and RECOPA broadcast live on ESPN.
 - USA:
 - **BEIN** (TBC)
 - Highlights Package: One Football
 - Single Final (international overview according to countries mentioned in 3.2.2)
- **CONMEBOL Sudamericana**
 - Brazil:
 - FTA: **SBT** (15 matches)
 - PayTV 1: **ESPN** (79 matches)
 - All matches will be broadcast on Star+;
 - At least 1 match per round will be broadcasted on lineal channel.

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- The Sudamericana final will be broadcast live on a lineal channel;
- Pay2: **Paramount** (78 matches) (Have a commitment to broadcast 1 game per week in the group stage on a lineal channel, which can be Paramount, MTV, Nickelodeon, or other of the group, and all the games of their respective package will be seen on Paramount+, their Streaming platform)
- RoSA:
 - FTA: **Direct TV** & any sublicense (15 matches)
 - Pay1: **Direct TV** & any sublicense (79 matches)
 - Pay2: **Direct TV** & any sublicense (78 matches)
- USA & Mexico: **DirecTV** Mx and BEIN USA (TBC).
- Highlights Package: **One Football**
- Single Final (international overview according to countries mentioned in 3.2.2)

- **CONMEBOL Recopa**
 - Brazil: **ESPN**
 - RoSA: **ESPN**
 - RoW: **ESPN**
- **CONMEBOL Libertadores Femenina** TBD.

Note: Paramount may broadcast matches through any of the following signals: Telefé, Paramount Network, Nickelodeon, MTV, Comedy Central, Paramount+, Chile vision or PlutoTV.

3.2.4 Scope

- Live matches
- Pre-match broadcast.: 15' to 30' before match.
- Replay matches.
- TV News (i.e.: Sportcenter) including Press Conference.

3.2.5 Deliverables

The Successful Bidder must deliver: An audience Report after each stage considering benchmarks of media spaces, audiences, and behaviors habits. It must include:

- Audience Information
 - A complete PPT report with the data audiences analysis per phase of the competitions: Play off, GS, R16, SF and Finals + Spreadsheet with raw data.
 - Household Audience:
 - Points (rating)
 - Share
 - Absolute audience
 - Reach
 - Individual Audience:
 - Points (rating)

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- Share
- Absolute audience
- Reach
- Demographics:
 - Gender
 - Age
 - Income
- delivered within one week of the match-weeks played (9 weeks for CL and 15 weeks for CS)
- Yearly PPT/PDF with information:
 - Comparison vs Last Year
 - Comparison with other competitions
 - Demographics
- TV News, Media occupied space.
- Fan special reports:
 - Fan profiles
 - Fan Id
 - Fan consumptions
 - Demographics (Age, gender, Income, others). 1 every 6 months.
- Potential opportunities.

CONMEBOL can require at least 5 Ad Hoc reports around audience benchmark and trends.

3.2.6 Complementary Services

The Successful Bidder must deliver 2 (two) workshops per year (one for half season and one for full season) and provide a dedicated Spanish speaking Key Account Manager based in South America.

4. Selection Criteria

CONMEBOL, with the support and commercial advice from FC Diez Media, will evaluate the proposals based on the following criteria:

- Responsiveness to the requirements outlined in this ITT
 - Relevant experience and performance
 - Work samples
 - Reviews from past clients

5. ITT Legal Provisions

By agreeing to receive and/or responding to this ITT, each recipient and/or Bidder expressly accepts the terms and conditions set out below:

5.1. Binding Nature

Any submitted Bid is binding and irrevocable upon the Bidder until such time when CONMEBOL has either duly granted the services set out in this ITT, upon execution of the Final Service Agreement, or withdrawn this ITT (at its sole discretion). Each Bidder acknowledges that any matters not expressly mentioned within the relevant Bid are deemed accepted and in the event of acceptance of that Bid by CONMEBOL, are agreed by the Bidder for the purposes of drafting and negotiation of the relevant contract.

5.2. No Grant of Rights

This ITT does not, and is not intended to, constitute a contract or an offer which is in any way capable of acceptance. Nothing in this ITT or in any materials provided by CONMEBOL, either with this ITT or during the ITT process, shall be construed as a grant (or an offer, agreement or an obligation to grant) by CONMEBOL of any licence, assignment or other right in or to any intellectual property rights which are the property of CONMEBOL or licensed to CONMEBOL by third parties nor a grant or any obligation or agreement to grant to any Bidder any rights.

5.3. Right to Modify the ITT

CONMEBOL reserves the right in its absolute discretion at any time to:

- Withdraw or modify this ITT in whole or in part (including any of the rights and/or the terms and conditions of this ITT).
- launch an additional or modified tender process.
- withdraw from any negotiations in respect of any Bid; and/or
- not to execute any contract (even if first executed by a Bidder).

5.4. No Obligation

Save for the obligations of confidentiality set out hereunder, CONMEBOL neither accepts nor assumes any obligation under or in connection with this ITT.

5.5. Sole Right of Determination

Bidders may be shortlisted or rejected by CONMEBOL at any time and/or asked to clarify or resubmit any Bid which fails to meet the requirements of CONMEBOL set out in this ITT. No reasons need be given for any rejection or for any other decision made in connection with this ITT or the bidding process. CONMEBOL shall have the sole right to determine whether any negotiations are held and to determine the basis, period and method of negotiation.

5.6. No Representations or Warranties

CONMEBOL does not make or give any representation, warranty or promise as to the accuracy, adequacy or completeness of the information contained in the body of the ITT or within any subsequent clarifications made or further or supporting materials provided, or that the use of such information will not infringe upon the rights of any third party. Furthermore, CONMEBOL does not accept any responsibility for any loss, damage, liability or expense that may be suffered or incurred through the use of or any reliance upon such information. All terms, conditions, warranties and representations in any of these regards, whether express or implied (by statute or otherwise) are hereby excluded.

CONMEBOL shall not be responsible for any loss, damage, liability or expense that may be suffered or incurred in relation to the bidding process and/or subsequent negotiations.

5.7. Confidentiality

The Bidder undertakes to keep the content of this ITT, its Bid and any communications and/or negotiations relating to this ITT and/or the final contract confidential. This confidentiality undertaking shall survive the termination of the sales process and the Bidder's involvement therein. CONMEBOL agrees that any information of an actual confidential nature (and marked as such) included within Bids received (including all financial information) will be kept confidential and will not be disclosed to any third party other than its advisers.

No prospective Bidder is entitled to make any announcement relating directly or indirectly to this ITT, and to its Bid, or any acceptance or rejection thereof. Each Bidder acknowledges and agrees that CONMEBOL shall have the sole right to make any announcement in relation to this ITT, and the selection of the successful Bidder. CONMEBOL has the right to disclose each Bidder's identity, should it not adversely affect competition amongst Bidders.

5.8. Anti-corruption

By submitting a Bid hereunder, each Bidder confirms that it has read and undertakes to perform all the activities required in this ITT (and, if its Bid is successful, in the relevant contract), and at all times to observe the regulations, laws and legislation to combat kickbacks and corruption, including, but not restricted to, the Foreign Corrupt Practices Act (FCPA) (15 U.S.C. § 78-dd-1 and ff., in the amended version), the UK Bribery Act of 2010 and any other Act designed to fight bribery and corruption and about conflicts of interests which applies to the Bidder and/or CONMEBOL. In this regard, the Bidder further undertakes to not make or offer, directly or indirectly, payments, gifts, favours, entertainments, trips and/or donations to any employee, service provider, members of the board or the various committees of CONMEBOL or, in relation to any aspect of the Bidder's activities in relation to this ITT (including its Bid) to any public

authority, political party and/or to any candidate for political office (in any country, state and/or municipality) or any other person (each of the foregoing, a Bidder Relevant Person) under circumstances where that payment, gift, favour, entertainment, trip and/or donation amounts to an unlawful payment and/or was given to derive an unfair advantage or any benefit from any such Bidder Relevant Person.

The Bidder declares that it does not appear in the sanctions list of the American Office of Foreign Assets Control (OFAC) or in the sanctions list of the United Nations Organization (UNO). It also confirms that its legal representatives, members of the Board and shareholders do not appear in those lists.

5.9. Intellectual Property (ITT, Bids and Materials)

All rights, title and interest (including but not limited to copyright) in and to this ITT and any materials provided by CONMEBOL to any Bidder or prospective Bidder are and shall remain the exclusive property of CONMEBOL.

Once received by CONMEBOL, each Bid document (and the physical media upon which it is recorded) shall become the physical property of CONMEBOL. Whether any Bid is successful or not, CONMEBOL shall be freely entitled to use (free from any payment or restriction) all ideas, concepts, proposals, recommendations or other materials (save for trademarks and third-party copyright materials) contained in such Bid or otherwise communicated to CONMEBOL during the Bid process. The Bidder waives any right it may have, and shall not make any claim against CONMEBOL, in respect of any use made by CONMEBOL of any intellectual property or other similar rights relating to the ideas, concepts or any other materials (save for any trademarks or third-party copyright materials) contained in its Bid documents.

5.10. No assignment or sublicense

Save for subcontractors or third-parties which may, subject to CONMEBOL prior approval, be engaged to contribute to the Project delivery, the Successful Bidder won't be permitted to assign or sublicense, either partially or in full, its rights and obligations under the contract to be signed with CONMEBOL, in the realm of this ITT.

5.11. Execution of the Final Service Agreement

If a Bid submitted in response to this ITT is successful, CONMEBOL will notify the Successful Bidder in writing accordingly. Thereafter, CONMEBOL will issue to the Successful Bidder draft service agreement. The Successful Bidder will be required to review such draft service agreement,

provide its comments thereon (which in any case shall solely concern non-material provisions of the service agreement) and, upon CONMEBOL's approval, enter into such service agreement within five (5) Business Days of the day on which it receives the final version of the same (i.e. the relevant final, negotiated version so entered into by the Successful Bidder (and thereafter, at CONMEBOL's discretion, by CONMEBOL) being a "Final Services Agreement"). If the Successful Bidder fails to enter into a Final Service Agreement with CONMEBOL within the five (5) Business Day deadline, CONMEBOL shall be free (but is under no obligation) to enter negotiations with unsuccessful Bidders in respect of awarding the rights to them. Any Bidder who enters into a Final Service Agreement with CONMEBOL is referred to in this document as a "Supplier".

5.12. Governing Law

This ITT and any related documentation, correspondence and any agreement (including the Final Service Agreement) entered into between CONMEBOL and any Bidder shall be governed by, and construed in accordance with, the laws of Switzerland. Any and all disputes arising in relation to this ITT or the bidding process shall be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland ("CAS"). Any such dispute so referred to CAS will be resolved definitively in line with the then current CAS arbitration code (as at the date of this ITT referred to as the 'Code of Sports-related Arbitration'). The panel will be made up of three (3) arbitrators. The language used in the arbitration shall be English and the final award shall be binding to the parties, subject to an appeal to the Swiss Federal Tribunal.

SCHEDULE 1

ELIGIBILITY CRITERIA AND REQUIRED DOCUMENTATION

In this ITT, a "Bidder" is an entity that meets all the following requirements to submit a Bid within this tender procedure:

- (a) it has duly signed the Confidentiality Agreement, prior to receiving a copy of the ITT.
- (b) it qualifies as a Qualified Bidder under Section 2 of the ITT.
- (c) it has a well-established and professionally managed company and organizational structure as well as sufficient means to support the activities deriving from the award and to pursue an exploitation of the rights under this ITT in an optimal manner.
- (d) it is in possession of adequate financial security in respect of its solvency and ability to ensure the exact fulfilment of the payment obligations deriving from the award of rights.

(e) without prejudice to the foregoing, it is not subject (nor has been subject within the last ten (10) years) to bankruptcy or to any procedure of bankruptcy or insolvency, statutory moratorium, sanction, or composition with its creditors.

(f) it has no outstanding (nor it has had, over the last ten (10) years, save where same was settled) litigations, arbitrations (or any other administrative procedures) or financial debts which derive from an ongoing or precedent relationship with CONMEBOL, either in its own name or as any holding/parent company/subsidiary entity, director, or shareholder.

(g) it does not, and its legal representatives and its shareholders do not, appear in the list of sanctions of the American Office of Foreign Assets Control (OFAC) or in the list of sanctions of the United Nations Organization (UNO); and

(h) neither it, a member of its Group nor any director or shareholder of the Bidder or any member of its Group, have at any time been under investigation for fraud, corruption, bribery, money laundering or any other illegal conduct.

Additionally, each Bidder shall fill out and execute the Proformas listed below:

- ▶ Cover letter (according to Proforma 1);
- ▶ Anti-corruption commitment (according to Proforma 2); and
- ▶ Declaration of non-involvement in investigations and lawsuits in which CONMEBOL is (or was) a part (according to Proforma 3).

Bidder is also required to submit a SOC2 report or similar to demonstrate that general Information Technology (IT) controls are in place, to secure the delivery of the Project.

For participation purposes only, Bidders will be allowed to submit electronically signed and digitally certified copies of the Proformas and the Confidentiality Agreement. However, the Successful Bidder will be required to submit to CONMEBOL hardcopies of the original Proformas and the Confidentiality Agreement, duly notarized and apostilled. Likewise, the Successful Bidder will be subject to a thorough compliance check from CONMEBOL, which will be critical to the actual grant of the rights laid out in this ITT. Where the Successful Bidder has substantial compliance issues which, at CONMEBOL's discretion, cannot be satisfactorily clarified and resolved in a timely fashion, the Successful Bidder will be disqualified and CONMEBOL will be allowed to grant the rights to another Bidder, provided that same complies with the Eligibility Criteria, has signed the Required Documentation and is clear to contract with CONMEBOL, from a compliance standpoint.