

Israel Football Association

Israeli Professional Football Leagues

Competitive process No. 1/2021 for the acquisition of broadcasting rights and coverage of professional football competitions in Israel

****Unofficial Translation Made for Convenience Purposes Only; this translation shall have no legal validity whatsoever and the Hebrew documents/clarifications/contracts shall be the only applicable and valid documents****

Message No. 3 - Clarifications

The following are clarifications regarding the competitive process, some of which are required following the questions received from prospective bidders.

1. The deadline for submission of proposals is 24.2.2021 at 16:00.
2. The Territory of Package 1 and of Package 2 will also include the Palestinian Authority (this will be clarified in the respective agreement).
3. The "Offer Guarantee": It is possible, both for bidders from abroad and for bidders from Israel, as an alternative to submitting the Offer Guarantee as stipulated in the competitive process documents, to deposit the full amount of the Offer Guarantee in the IPFL's bank account which its details are herein attached (the "**Deposit**"). This is possible until the deadline for submission of proposals; the Deposit will be considered as deposited on time, only when it can be seen in the bank account of the IPFL and the bidder has full responsibility to act so that this is the situation when submitting his proposal. Each bidder may provide a Deposit or an Offer Guarantee but no mixture of the two will be allowed. All provisions and guidelines that apply in relation to the Offer Guarantee will apply to the Deposit, *mutatis mutandis*, including in relation to the forfeiture.
4. The Offer Guarantee will apply until 24.5.2021; The IPFL/IFA may request an extension for an additional 45 days as stated in section 11.2 of the competitive process documents; In section 7.3.1 of the competitive process documents, the words "three months" shall be replaced by "45 days".
5. Bids may not be submitted by email whether the bidder resides in Israel or abroad; bids submitted by email will not be accepted.
6. There is no impediment to producing the broadcasts through third parties provided that the full responsibility for the production of the broadcast will be meticulously implemented in accordance with the guidelines applied to the broadcast partner as defined in the broadcast guide in the competitive process documents; Neither relief nor compromise will be allowed in this regard.
7. It is clarified that as long as the IPFL/IFA do not have a valid consideration that justifies not contracting with a given bidder (who submitted a valid and binding bid that meets all the requirements of the competitive process) then they intend to contract the winners who will submit the best bids for each package; The foregoing does not derogate from the exception to this that appears in section 1.7 of the competitive process documents.

8. The package cannot be split (for example - by transferring a given game from a particular package to another party) without the approval of the IPFL/IFA at its full and absolute discretion. The IPFL/IFA will examine any request for splitting rights, on the merits, at its discretion, of the scope of the content transmitted, their importance and the spirit of the guidelines of the competitive process.
9. Package 1 includes a non-exclusive right to use archival content (which are all games for which the IPFL/IFA have rights); The matter will be clarified in the package 1 agreement.
10. A case where on half of the Saturdays in a given season at least three games will not be played will be seen as a situation in which "continuously, regularly and structurally" three games were not played during the Saturday (for broadcasting specifications -> Package A -> Premier League weekly program).
1. The "production packaging services" allow for match graphics and enriching statistics and for this are required technologies, hardware, software, operation, maintenance, technical delivery, analysts, etc. that enrich the broadcast in addition to the existing production obligations of the broadcaster; pricing was done based after examining the costs that were borne by the IPFL in recent years for the provision of these services.
2. The definition of "Dedicated Channels" will be determined by the IPFL/IFA. At the same time, and without detracting from the generality of what is stated in the agreement or the flexibility given to the IPFL/IFA according to the terms of the process, the reference is generally to channels operated by the IPFL/IFA and/or clubs and dedicated to their broadcasts and broadcast platforms (including social networks, TV programs, OTT, etc.).
3. "Third Parties" (for the purposes of section 1.1.39) - any third party at the discretion of the IPFL/IFA and subject to the restrictions appearing in the section.
4. The broadcast partner's liability in relation to the IPFL/IFA will also apply in relation to the clubs affiliated to the IPFL/IFA, in so far as they cause them damage for which the broadcast partner is liable in accordance with the competitive process documents and accompanying agreements.
5. The confidentiality clause is not reciprocal.
6. The meaning of using content for public billboards is the use of content for the purpose of projection on public digital billboards.
7. The broadcast partner must take into account that with regard to virtual signage, he must provide, as far as requested by the IPFL/IFA and / or someone on its behalf, assistance and cooperation with an emphasis on access to the broadcast partner's equipment or systems (such as installing a dongle on camera No. 1 or any other access required).

These clarifications form an integral part of the competitive process documents and are binding for all intents and purposes; In any discrepancy between these clarifications and the competitive process documents, what is stated in these clarifications will prevail.