



INVITATION TO TENDER & BIDS SUBMISSION

SUBJECT: Invitation to tender / bid submission for the acquisition of the exclusive broadcast rights of matches and highlights of the Super League matches for the 2015-16 & 2016-17 season for all countries bar territories in the Hellenic Republic, the Republic of Cyprus and the Republic of Albania.

The organising authority of the professional men's football of the highest division (1st National Division - Super League) with trade name "" Super League Greece Limited Liability Association" which is a private legal entity not subject to the broader public sector, wishes to transfer to a third party the exclusive rights to broadcast / transmit the Super League matches (men's championship) and the highlights thereof, to all countries around the world, with the exception of Greece, Cyprus and Albania.

A. Right to submission: Natural persons or legal private entities or joint ventures / synergies of natural persons and/or legal entities that have been legally established in a Member State of the European Union and their registered offices, the central administration or their main facilities are within the European union or the European Economic Area.

B. The following are excluded:

(a) Natural persons with a criminal record;

(b) Legal entities in bankruptcy, liquidation, suspension of activities, receivership or arrangement with creditors or any other similar status that arises from a similar process foreseen by the national, legislative or regulatory provisions or against whom were initiated proceedings to enter bankruptcy, liquidation in administration, arrangement with creditors or any other similar process whatsoever;

(c) Any natural person or legal entity that has not fulfilled its obligations regarding the payment of taxes and dues, as well as the social insurance contributions, in accordance with the legislation of the Hellenic Republic.

C. Rights & Obligations of the Candidates

(a) Candidates are responsible for their participation on the invitation to tender. The participation in this process entails the full and complete acceptance of this invitation to tender by the candidates.

(b) Super League is not committed as to the final award of the Contract and is entitled to award it or not, to cancel, postpone or repeat the relevant process, to hold a second round of open negotiations with all or part of the candidates without any obligation whatsoever to pay out a fee or compensation to the candidates due to this reason.

(c) Candidates do not have the right to claim any compensation whatsoever over their costs for their participation and Super League does not undertake any relevant liability, including any which may arise from the negotiations.

(d) Candidates and Contractor are obliged to keep confidential all information they will acquire within the framework of the process that will begin after the submission of their offers.

D. Granted Rights.

(a) The full and complete rights to broadcast and/or transmit (unlimited and either live or recorded, at a date and time set out by the Contractor and any third parties contracted with it) of the home matches of the 16 Professional Football Clubs that are members of the Super League (or large or small parts or a compilation thereof) of the Regular Season and the Playoffs of the professional men's football championship of the 1st National Division (Super League) for the 2015-16 and 2016-17 season, that will be designated by the Super League to be televised (hereinafter "the Matches"). More specifically, bar exceptional cases, the aforementioned rights are granted for at least seven (7) Regular Season Matches per Regular Season Match Date as well as over all the Playoff Matches. As means of broadcast is deemed solely the transmission by free / pay terrestrial digital and/or analogue TV, or free / pay satellite digital or free / pay cable TV, or free / pay TV via IP, or free / pay TV via DSL (connected to a TV), or free / pay DVB-H, or free / pay closed circuit, in the sense of which is included the televised broadcast / transmission of the Matches at hotels, restaurants, cafeterias, bars and ships, including the transmission in high definition or 16:9, pay-per-view and VOD with strict and exclusive access by boxes or other devices, installed at any country whatsoever, except in Greece, Cyprus and Albania (hereinafter «**the Territory**»). Similarly, as means of broadcast is deemed also the Internet, provided that under no circumstance access will be granted to users outside the Territory (i.e. users from Greece, Cyprus and Albania). Mobile telephony devices are also deemed as means of broadcast, also provided that under no circumstance access will be granted to users outside the Territory;

(b) The right to broadcast Match Highlights, under the same aforementioned limitations and the same aforementioned means (under case [a]);

(c) Any one thing that is not expressly granted herewith, is deemed as not granted to the Contractor. Indicatively, the Granted Rights herewith as regards the Matches and the Match Highlights do not include the following: (a) the radio broadcast / transmission (analogue and/or digital and/or online and/or satellite and/or any other means whatsoever, (b) the broadcast / transmission that currently at the time hereof is not known yet and if it is similar or resembling the televised broadcast / transmission, (c) the exercise of any rights (e.g. broadcast / transmission of Matches, Highlights, etc.) in the territory of the Hellenic Republic, or the Republic of Cyprus or the Republic of Albania.

E. Additional rights & obligations of the contractor

(a) Contractor is also obligated to mention the Super League Championship together with the title of the name sponsor of the Super League (which is not known at the time hereof) and show its logo on specific TV cards.

(b) Contractor undertakes the obligation in any contract he undersigns with any third party to which it grants any rights in accordance with the provisions hereof, to introduce contractual obligations so that, as a result thereof, the TV station which is the final recipient and broadcaster of the Matches and/or the Highlights, to play the feed as received by the Contractor, without any changes or additions thereto (i.e. overlay of graphs, advertisements, etc.).

(c) Contractor, in addition to the fee paid out to Super League, will be obliged in any case to pay out to the producer of the feed (i.e. the company with trade name "HELLENIC COMPANY OF TELECOMMUNICATIONS AND TELEMATIC

APPLICATIONS Forthnet SA") the amount of ¹ two hundred ten (210.00) Euro plus VAT approximately, per match, as production cost so as to receive the feed without the voice commentary. If Contractor wishes to receive the feed with commentary, then it will pay to the same hereinabove company, the additional amount of seven hundred (700.00) Euro per match, plus VAT.

(d) The feed will be received by Contractor at the time the Match is held, i.e. in real time, outside the Stadium where the Match is held, so as to make possible the broadcasting thereof by Contractor to the Territory. Other broadcasters that have a contract with Super League, are obliged to deliver to Contractor a clear feed of each match, as well as of the highlights of each match date, which will be broadcasted live, will cover the full Match, with their respective audio and without graphics and advertisements (with the exception of the half time break). The feed will cover the full and complete duration of the match. The feed will be made available at the appropriate format for any telecommunications medium (especially through Hellenic Telecommunications Organization (OTE). The cost of carrying the feed (and/or the conversion thereof to any other format than the one made available by Other Broadcasters) will be borne by Contractor.

(e) Contractor will be entitled to make the aforementioned TV feed (with or without commentary) to any legal entity or natural person (and such legal entity or natural person further on to other legal entities or natural persons) under the inviolable condition that on the one hand the end recipient of the rights will always be a TV station that broadcasts solely terrestrial or via an encoded system (pay satellite TV station) and operates legally outside Greece, Cyprus and Albania and that cumulatively the same TV station will not broadcast or transmit its feed by any means whatsoever to Greece, Cyprus or Albania on the other, with the express exclusion of the transmission that is due

¹ The exact amount depends on and will be established in detail from the fee that Contractor will pay out to Super League and the correlation thereof with the amounts received by Super League from other broadcasters of the Matches from the Republic of Cyprus and the Republic of Albania.

to involuntary overspill of the feed. Contractor may not exchange the feed it will receive with any other entity and will guarantee to Super League the compliance with the aforementioned commitments not only by itself but also from all the entities that will be intermediate until the end recipient of the rights, itself selecting at its discretion the manner of the contractual commitment of said entities. Other Broadcasters that will provide the feed to Contractor, will have the right to suspend its provision in the event that Contractor or any other entity to which Contractor made the feed available or other intermediate entities, broadcasted said feed to Greece and/or Cyprus and/or Albania.

(f) Contractor will have the right to request from Super League make available Match Highlights to it (up to five minutes per match) as follows: by Saturday 21:45 for Saturday matches the latest, by Sunday 21:45 for Sunday matches the latest, with the exception of the Sunday Match that will be held at the 20:30 broadcast zone on Sunday (when summer time applies), the highlights of which will be made available within thirty (30) minutes past the end thereof and by Monday 21:45 for Monday Matches, the latest. Contractor will be expressly prohibited to show either itself or make available to third parties or permit the play of Match Highlights before the aforementioned time limits. In any case, Contractor will have to right to grant the Highlights to third parties, under the terms and limitations of the aforementioned case (e).

F. Super League Fee

Any and all fees proposed will be expressed in Euro and net, i.e. it shall not include VAT and expenses. Express reference is made to the proposed payment method thereof and any proposed warrants for such payment.

G. Bid Submission deadline and method

(a) Bids must be submitted at the offices of Super League (Astronafton 1, Marousi, 15125) in a signed and sealed folder with the title "Bid for International TV Rights (except Cyprus and Albania) for the 2015-16 & 2016-17 season", **by 16:00 Monday 20/07/2015 the latest.**

(b) After the submission of the bid, no other submission of additional or clarifying information will be accepted, with the exception of those that may be required by the Bid Evaluation Panel.

(c) The submission date of each bid will be established solely by the protocol of incoming correspondence of Super League.

(d) Only bids submitted by the candidate itself or its authorised representative or via the Hellenic Post or other courier services will be accepted, conditional upon the reception thereof by Super League within the aforementioned deadline.

(e) Self-adhesive folders that may be opened and sealed again without leaving any trace thereof, are not permitted. The folder of each bid must be supported by a special supporting letter which must state the entity submitting the bid.

(f) Bids must be drawn in Greek in order to be accepted. Exceptionally, the technical terms may be expressed in English. Due to the informal and urgent nature hereof, it is not required (albeit recommended) to submit documentation in separate subfolders (supporting documents, financial offer).

(g) The supporting documents establishing the affirmative conditions of case (a) hereof, must ideally be submitted with the folder of the bid and at any rate by the signature of the contract. The supporting documentation that establishes the non existence of the negative conditions of case (b) hereof, must ideally be submitted with the folder of the bid and at any rate by the

signature of the contract, although they may be attested by the submission of a solemn statement of the candidate (with the exception of the certificate provided for under par. B. (c) hereof, which in any case must be submitted prior to the signature of the contract.).

(h) Bids are binding to candidates for thirty (30) calendar days past the end date for the submission of bids. If requested, the period of validity may be extended for an equal period of time.

J. Legal nature of this call to tender and contractor selection criteria

Due to the urgent nature hereof (given that the relevant contract must be signed before the Super League 2015-16 championship kicks-off, i.e. before the 22/08/2015), the technical character hereof and a number of other reasons, it is hereby clarified that this invitation starts an informal process, without any legal commitment of Super League against the candidates and/or third parties. Therefore, Super League may not grant the rights, or grant them in terms that are different as those expressed herein or even in deviation of the terms set out herein or by following the process of direct award or any combination thereof or by any other means that Super League deems appropriate at its discretion. Therefore, it is presumed that each and every entity that submits a bid, accepts the aforesaid and waives the right to any claim of any nature whatsoever against Super League.

Marousi, 10/7/2015,

The President of Super League

Georgios Borovilos

