



MEDIA RIGHTS:

REQUEST FOR PROPOSALS (“RFP”)

SUB-SAHARAN AFRICA

in respect of

TotalEnergies CAF Women’s Africa Cup of Nations Morocco 2026 (WAFCON) ,

Bid Submission Deadline: 12:00 pm (noon) Egypt Standard Time (EGY) on 16 July 2026

Introduction

African Football is enjoying unprecedented growth and global exposure. The TotalEnergies CAF Women's Africa Cup of Nations ("WAFCON") has been growing in popularity, commercial value and global attractiveness.

The 2026 edition to be hosted in Morocco will, for the first time, feature 16 National Teams, - a significant step in growing the TotalEnergies Women's Africa Cup of Nations.

Women's Football in Africa has *continued to* improve significantly resulting in some of African women's footballers securing major international club contracts.

The TotalEnergies CAF Women's Africa Cup of Nations ("WAFCON") Morocco 2026 holds *extra* significance as it will be a Qualifier for the FIFA Women's World Cup Brazil 2027.

The media rights offered in relation to TotalEnergies CAF Women's Africa Cup of Nations ("WAFCON") Morocco 2026 are available for exploitation on:

- Free-to-Air basis in all languages of the Territory, as more particularly described hereinafter.
- Subject to certain exceptions, the media rights are also available for exploitation on a Pay and/or Pay-Per-View basis in all languages except French.

CAF invites interested bidders to submit their proposals, by email, no later than 12:00 pm (noon) Egypt Standard Time (EGY) on 16 July 2026 "**Bid Submission Deadline**").

1. MEDIA RIGHTS OVERVIEW

1.1. CAF Events

Set out below are the competitions which are the subject of this RFP:

CAF Event	Currently scheduled number of matches	Scheduled location	Scheduled dates
TotalEnergies CAF Women's Africa Cup of Nations Morocco 2026	32 matches	Morocco	26 July – 16 August 2026

1.2. Bids

Bidders should note that any bid made in response to this RFP:

- must *be only for the CAF Event offered under this RFP*;
- may be for the Territory as a whole or, at the bidder's discretion, for any one or more countries of the Territory; and
- may be submitted solely for the exploitation methods, languages and on the basis of exclusive / non-exclusive exploitation in the given country of the Territory as tendered under this RFP. Please note that bidders may submit bids in the alternative – i.e. one bid for the rights on an exclusive basis and an alternative bid for the rights on a non-exclusive basis only.
- must be submitted by making use of the bidding form attached at Annexe 2 and providing all information requested therein and this RFP.

1.3. Packaging

Bidders are invited to submit bids for any of five (5) distinct packages of rights, each as further described in this RFP:

- Free-to-Air Package
- English Pay/ **Pay-Per-View** Package
- **Portuguese Pay/Pay-Per-View Package**
- Local Languages Pay/ **Pay-Per-View** Package 1
- Local Languages Pay/ **Pay-Per-View** Package 2

Bidders may bid for any combination of packages or a single package, or submit multiple bids across the various packages. Separate bids must be filled out on a separate bidding form, each being assigned with a separate financial value.

1.4. Media Rights

In respect of each of the CAF Events, the Media Rights comprise the right to transmit coverage by means of the Permitted Transmission Media of the acquired matches and, to the extent produced, each Ceremony:

- on a live, delayed, repeat, near-live, catch-up and on-demand basis; and
- on a audio-visual and/or audio-only basis;
- either on a Free-to-Air or on a Pay/Pay-Per-View basis (as the case may be);
- in the acquired Language(s) of the Territory;
- including, in each case, rights to:
 - produce and exploit highlights (including clips and trailers) thereof; and

- supplement such coverage with unilateral coverage and archive materials from previous editions of the relevant CAF Event.

The use of highlights (including clips and trailers) and archive materials may be subject to limitations in duration and purpose (e.g. for genuine news purposes, to promote and supplement the successful bidder's transmissions of the relevant CAF Event and for inclusion in pre-CAF Event and/or round-up programming).

The use of highlights and/or clips may also be limited based on the acquired package and its exploitation method (e.g. a Pay/Pay-Per-View Package will only ever allow a very limited exploitation of clips on a Free basis).

The successful bidder(s) will be permitted to commercialize acquired Media Rights in accordance with the provisions on Section 5.1 of this RFP.

1.5. Permitted Transmission Media

- Cable;
- Satellite;
- Terrestrial;
- IPTV;
- Broadband Internet/OTT;
- Mobile; and/or
- radio (audio-only).

Permitted Transmission Media will be subject to appropriate geo-blocking, encryption and digital rights management technologies and procedures to prevent such transmissions from being received and/or viewed outside of the Territory.

Transmissions of acquired media rights made by way of internet/OTT and/or mobile technology will be limited to the owned and operated digital platforms of the successful bidder(s).

1.6. Territory and Languages

The information below sets out:

- (i) each of the countries which make up the Territory; and
- (ii) in respect of each such country, the language(s) in which the Media Rights offered under this ITT may be exercised; and

The scope of exclusivity applicable to the Media Rights offered under this RFP is explained in detail in Section 3 below.

Territory

- **Sub-Saharan Africa:**

Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Comoros, Congo, Congo Democratic Republic, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea Bissau, Ivory Coast, Madagascar, Mauritius, Kenya, Lesotho, Liberia, Malawi, Mali, Mayotte, Mozambique, Namibia, Niger, Nigeria, Réunion, Rwanda, Saint Helena and Ascension, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, South Africa, Swaziland, Tanzania, Togo, Uganda, Zambia and Zimbabwe;

in each case to the exclusion of exploitation in French language on a linear Pay/Pay-Per-View basis.

Languages

- **Free-to-Air Package**

All local Languages of the relevant country.

- **English Pay/Pay-Per-View Package**

Language: English only

- **Portuguese Pay/Pay-Per-View Package**

Language: Portuguese only.

- **Local Language Pay/Pay-Per-View Package-1**

Languages: Bambara, Ewe, Doula, Lingala and Wolof.

- **Local Language Pay /Pay-Per-View Package 2**

Languages: Portuguese and the following local languages: KiSwahili, Luganda, Yoruba, Amharic, isiZulu.

1.7.Rights Period

In respect of each CAF Event, from the execution of the media rights agreement until thirty (30) days after the conclusion of the final match of such CAF Event.

1.8.Exploitation method: Free-to-Air, Pay or Pay Per View only

Bidders should note that the Media Rights offered under this RFP may be exercised on a

- Free-to-Air basis, and/or
- Pay and/or Pay-Per-View basis only

where, in each case, as set out in Section 4.1 below, the minimum broadcast obligations specified in Section 4.1 below must be fulfilled.

The only exception to the foregoing is that each appointed licensee may make available clips of up to three (3) minutes per game on a free basis on its official (CAF-approved) social media channels solely for the purposes of promoting its transmissions of CAF programming.

3. EXCLUSIVITY, CARVE-OUTS AND EXCLUDED RIGHTS

3.1. Exclusivity – Pay and Pay-Per-View

The Media Rights tendered under this RFP in respect of the countries in section 2.6 above are available for exercise on an exclusive basis on Pay and Pay-Per-View only in respect of the relevant languages for which such rights are offered. This means that, subject to the terms of the media rights agreement (including any applicable carve-outs and applicable laws), CAF will not authorize any third party broadcaster in those countries to broadcast coverage of the acquired matches of such CAF Event on a Pay or Pay-Per-View basis in any such acquired languages. Accordingly, it should be noted that, for the avoidance of any doubt:

- CAF may itself exercise, and may authorise any third party to exercise, on a Free basis (in any language), in relation to a limited number of matches per Event, any and all rights in respect of any and all CAF Events in any and all countries of the Territory;
- CAF may itself exercise, and may authorise any third party to exercise, on a Free, Pay and/or Pay Per View basis (in any language), any and all rights in respect of any and all CAF Events in the countries of Madagascar, and Mauritius (the Media Rights for each such country being offered in this RFP on a non-exclusive basis only).

Interested bidders should further note that, subject to the terms herein and the applicable media rights agreement:

- any and all exclusivity in respect of each CAF Event shall expire forty eight (48) hours after midnight Egypt Standard Time (EGY) at the end of the day on which the final match of such CAF Event is played;
- the right to make use of any and all archive materials will, in each case, always be non-exclusive; and
- Audio-only (radio) rights are granted on a non-exclusive basis only.

3.2. Non-Exclusivity – Free-to-Air

- Any Media Rights tendered under this ITT that are available on a Free-to-Air basis in respect of the relevant countries and languages are offered on a non-exclusive basis only.

3.3. Excluded Rights

For the avoidance of doubt, notwithstanding any carve-outs the following are in each case excluded and reserved for exploitation by CAF or its nominated third parties:

- any and all rights which are not expressly stated to be granted on an exclusive basis (including the rights referred to in detail in Section 3.1 above);
- film rights;
- archive rights;

- fixed media rights (which shall, without limitation, include download-to-own and download-to-rent);
- in-flight and in-ship rights;
- betting rights;
- data rights;
- foreign installations (military bases and similar establishments in the Territory);
- audiovisual betting rights;
- in-stadia rights; and
- public viewing (including cinematic) rights. Notwithstanding the foregoing, to the extent that the successful bidder's transmissions (which are subject to a bona fide pay subscription or free-to-air arrangement) are capable of reception within non-residential premises (e.g. bars, hotels and restaurants, but expressly excluding aircraft and ships) then such shall not be deemed to place the successful bidder in breach.

4. MINIMUM BROADCAST AND PROMOTIONAL OBLIGATIONS

4.1. Minimum broadcast obligations – Free-to-Air exploitation

Subject to the terms herein and any local applicable laws, the exercise of the Media Rights shall be subject to the requirement that each successful bidder must transmit the following, on a Free basis, in each case live and in their entirety throughout the relevant territory for which such rights are acquired:

- all matches of each of the CAF Events; and
- to the extent produced, each Ceremony.

4.2. Minimum broadcast obligations – Exploitation on Pay/Pay-Per-View Basis

Subject to the terms herein and any local applicable laws, the exercise of the Media Rights shall be subject to the requirement that the relevant successful bidder must transmit the following, on a **Pay** basis, in each case live and in their entirety throughout the relevant territory for which such rights are acquired:

- all matches of each of the CAF Events; and
- to the extent produced, each Ceremony.

4.3. Additional point to note in relation to the minimum broadcast obligations

Notwithstanding the minimum broadcast obligations referred to in Section 4.1 and 4.2 above, if local applicable law imposes additional requirements in relation to the coverage of any of the CAF Event(s) in the Territory, the successful bidder(s) will, necessarily, be obliged to comply with

any such additional requirements in full (details of any such additional requirements are required to be submitted as part of any bid in accordance with Section 8.5 of this ITT).

4.4.Promotional Obligations

The successful bidder(s) shall conduct the following promotional activities at its/their own cost within the Territory:

- develop, produce and transmit Promotional Trailers in the Territory, on the same channel / service upon which the corresponding match will be broadcast live, in each case advertising and promoting its forthcoming transmissions of the audiovisual coverage of each such match;
- advertise and promote certain CAF Platforms by means of on-screen inserts and/or credits (duration and size to be determined by CAF) during its match transmissions (subject to prevailing laws of the Territory); and
- transmit promotional broadcast spots and Promotional Trailers (provided by CAF) for CAF's institutional initiatives during each live and delayed transmission of each match and to provide general support, upon CAF's request, for CAF's institutional initiatives more generally.

5. COMMERCIAL OPPORTUNITIES AND OBLIGATIONS

5.1.Commercial opportunities

Subject to CAF's broadcaster regulations and the provisions of Section 5.2 below, the appointed licensee shall be permitted to sell broadcast sponsorship and/or commercial airtime around all dedicated CAF Event programming. Such exploitation of commercial opportunities shall in each case be subject to the general prohibition on third parties (who are not CAF Commercial Affiliates), to associate themselves with any of CAF or the CAF Events.

5.2.Commercial obligations

The appointed licensee will be required to comply with the following commercial obligations, regardless of the specific package it acquires:

- where so required by CAF, in its sole discretion, for any CAF Event (or any particular match(es) of a CAF Event):
 - the appointed licensee will be required to include, in each full match transmission of the relevant match (whether live or delayed), three commercial breaks of up to eighty (80) seconds each in duration prior to kick-off of the first-half ('Block 1'), prior to kick-off of the second half ('Block 2'), and after full time ('Block 3');
 - the commercial advertising inventory in each such Block shall be provided by the appointed licensee free of charge for the use of CAF and/or Commercial Affiliates;
 - consistent with the provisions of Section 7.2 below, each Block shall begin and end with CAF break bumpers (in the shape and format as provided by CAF);

- The commencement of each such Block shall be confirmed by CAF in the broadcasters regulations from time to time in force;
- during the 'Full Protection Period' in relation to each full match transmission (whether live or delayed), the appointed licensee will only be permitted to offer and sell commercial inventory (i.e. outside of the Blocks referred to above, as such Blocks shall in any case be reserved for use, free of charge, by CAF and/or its Commercial Affiliates) to nominated Commercial Affiliates of CAF, as nominated by CAF by notice to the licensee at least one (1) month in advance of the relevant CAF Event. The **"Full Protection Period"** means, in respect of each full transmission of a match (whether live or delayed), the period commencing two minutes and thirty seconds prior to kick-off of the relevant match and ending one (1) minute after the final whistle of the relevant match;
- other than as expressly set out above, the appointed licensee will be required to ensure that, with respect to each CAF Event, those Commercial Affiliates selected by CAF are granted the first right to purchase and/or acquire any and all commercial opportunities (including, but not limited to, all forms of broadcast sponsorship and commercial airtime opportunities) arising from, and/or in connection with, the entirety of the appointed licensee's CAF Event dedicated transmissions, on the terms, and in accordance with the procedures and negotiation timelines as determined by CAF; and
- for the avoidance of any doubt, the appointed licensee will be prohibited from allowing third parties to associate with either CAF and/or the relevant CAF Event.

6. RIGHTS FEE

6.1. Currency

All financial commitments must be denominated in United States dollars (USD) or European Euros (EUR).

6.2. Taxes

The rights fee will be payable by the appointed licensee net of any and all taxes, deductions and withholdings (including territorial withholding tax). There shall be an obligation placed upon the appointed licensee to gross-up all payments to CAF.

6.3. Payment schedule

The rights fee is required to be paid in accordance with the following standard payment schedule:

Instalment	% of the rights fee	Date by which CAF must have received the relevant instalment
1	100%	Within seven (7) working days of counter-signature by CAF of the final media rights agreement..

6.4. Financial security

Bidders must pay 100% of the Rights Fee in advance of the Event as per 6.3 above. No other forms of payment terms or financial security arrangements will be accepted.

6.5. Transmission Feeds, Technical Services and Rate card

Access to live feeds of each Match and all other broadcast facilities is subject to applicable rate card costs and the terms of the appointed host broadcaster.

7. OTHER CONSIDERATIONS AND REQUIREMENTS

7.1. News access rights

The appointed licensee(s) shall be required to grant customary territorial news access rights to third parties in the Territory.

CAF shall retain the rights to license bona fide pan-regional news programming.

7.2. Opening and closing sequences / bumpers

The appointed licensee(s) will be required to use during its live and delayed transmissions of each CAF Event: (i) CAF's opening and closing sequences in full (including any music therein); and (ii) standard CAF break bumpers; in each case as provided by CAF.

7.3. Onscreen inserts / alteration of the basic feed

- CAF will be entitled, without charge, to credit CAF Platforms and certain Commercial Affiliates in a manner, size and duration to be determined by CAF.
- The graphics contained in the basic feed shall be of a number, size, appearance and purpose as CAF may determine at its sole discretion.
- CAF shall determine the extent to which the basic feed and any unilateral feeds may be cut, altered and/or edited.

8. TENDER PROCESS

8.1. CAF's Bid Assessment Criteria

CAF is looking forward to receiving innovative proposals from interested parties who can demonstrate that they are able to contribute to the fulfilment of CAF's overall objectives as set out below:

- to maximise the audience, distribution and coverage of each of the CAF Events;
- to optimise and guarantee revenues for the benefit of all CAF stakeholders;

- to enhance the viewers' experience through the offering of different and innovative ways to watch each of the CAF Events; and
- to ensure that the exploitation of the media rights is consistent with the remainder of CAF's commercial programme, including the rights granted to CAF's Commercial Affiliates.

8.2. Preparation of the bid / Questions and answers

Each bid must be submitted in accordance with the terms, conditions and procedures set out in this ITT. Without prejudice to the foregoing, CAF reserves the right to consider and/or request alternative proposals from bidders.

CAF 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 received by CAF:

- by way of electronic mail (e-mail) via mediasales@cafonline.com; and
- in the English language.

CAF will, where possible, provide any clarification reasonably requested in relation to the contents of the ITT. CAF's response, if any, will be provided in such form as it considers appropriate. CAF reserves the right to make any such response to any query from any bidder available to all recipients of this ITT but without revealing the identity of the enquirer.

Requests from bidders for clarification and/or further information relating to this ITT should be received by CAF in a timely manner taking into account the Bid Submission Deadline and allowing three (3) working days for CAF to reply. Deadline for submitting requests for clarification is two (2) weeks after the day of publication of this RFP.

8.3. Joint bidding

Subject to the remainder of this Section and full compliance with applicable competition and/or anti-trust laws, CAF reserves the right to allow a joint bid for its evaluation. If successful, the parties to the joint bid may be required, at the sole discretion of CAF, to: (i) contract on the basis of a single agreement under which the parties shall be jointly and severally liable for their obligations and liabilities; (ii) contract separately; or (iii) structure a head licence with sub-license obligations.

Joint bids will, however, only be considered if, in CAF's sole and absolute discretion, each joint bidder is able to demonstrate that its joint bid objectively helps CAF to achieve each of its objectives as set out within this ITT. CAF reserves the right, at its sole discretion, to request any joint bidder to provide further information to demonstrate the objective necessity of their joint bid and the efficiency gains deriving therefrom.

8.4. Sub-licensing

CAF will, in good faith, consider sub-licensing proposals from interested bidders. Without prejudice to the foregoing, CAF may, at its sole and absolute discretion, reject any such proposal

if the relevant bidder is unable to demonstrate that such sub-licensing proposals objectively help CAF to achieve each of its objectives as set out within this RFP.

Transmissions of acquired Media Rights made by way of internet/OTT and/or mobile technology will be limited to the owned and operated digital platforms of the successful bidder(s).

8.5. Information and supporting documents

Each interested bidder must submit their bid in the English language making use of the bidding form attached at Annexe 2. Without prejudice and in addition to the foregoing, each bid must contain detailed information and supporting documents relating to:

- 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;
- confirmation of the following:
 - the Permitted Transmission Media it will use for the relevant matches;
 - protective transmission measures in relation to each of the proposed Permitted Transmission Media (geo-blocking, encryption and digital rights management technologies and procedures);
 - the Pay service(s) and/or Pay channel(s) upon which broadcast coverage will be available, in each case detailing audience reach, penetration, average audience share and the various means by which such services and/or channels are to be distributed;
 - the extent, if any, to which broadcasts will be made available on a Pay Per View basis (and, if so, similar to the above, the service(s) and/or channel(s) which would be used for Pay Per View exploitation (and detailing audience reach, penetration, average audience share and the various means by which such services and/or channels are to be distributed))
 - joint bids and/or sub-licensing strategies (if applicable);
 - anticipated scope and quality of match coverage;
 - planned level of reach of broadcast coverage; and
 - promotional strategies;
- the proposed rights fee;
- the proposed financial security pursuant to Section 6.4 of this RFP;
- documentation which appropriately evidences that the signatory/signatories to your bid (and any subsequent media rights agreement) have the legal authority to bind the bidder in such matters; and
- 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 rights, restrictions or requirements set out in this ITT. In this regard, each interested bidder must provide details as to the extent to which, if at all, local applicable laws limit or restrict the freedom of CAF to grant any or all of the Media Rights on an exclusive basis (including but not limited to any "listed/protected events" regulations/laws).

8.6.Presentation and delivery of bid

Each bid must be signed by, and on behalf of, the bidder by authorised signatories.

Bids must be submitted to CAF electronically by electronic mail to the following email address:
mediasales@cafonline.com

Each bid must be titled, "*Invitation to Tender – CAF WAFCON Events 2026*"

8.7.Bid Submission deadline

Unless otherwise notified by CAF in writing, bids must be received by CAF by email no later than 12:00pm (noon) Egypt Standard Time on 16 July 2026.

CAF will not take any responsibility nor liability in the event that a bid cannot be considered due to incorrect or late submission or technical failures related to email or other potential technical failures of the bid documents.

8.8.Binding nature of bids

All bids submitted to CAF shall be irrevocable and binding upon the relevant bidder until expressly released by CAF in writing.

8.9.Alteration and/or revision of bids

Each bid that is submitted to CAF may not thereafter be altered and/or revised unless otherwise permitted in writing by CAF and on such terms and conditions as CAF may, at its sole discretion, stipulate. Any permitted alterations and/or revisions to a bid (or any part thereof) shall not in any way replace or supersede such bid (or the relevant part thereof) unless otherwise accepted by CAF in writing.

8.10.Evaluation of bids

After the Bid Submission Deadline, CAF intends to consider each submitted bid according to the terms and conditions of this ITT.

Bid Assessment Criteria:

CAF will take into account the following non-exhaustive and non-prioritised list of criteria when considering submitted bids:

- the financial commitment offered by the bidder in response to this ITT;
- the proposed financial security accompanying the offer (noting always that the provision of an appropriate bank guarantee represents CAF's preferred means of financial security). See Section 6.4;
- the financial standing of the bidder including, for example, any past payment record;

- the bidder's proposed level and means of broadcast coverage for each of the CAF Events (including reach, penetration and average audience share of the bidder's channels and services);
- the bidder's proposed exposure for, and willingness to promote (both on-air and off-air), each of:
 - the CAF Events (both individually and as a whole);
 - CAF's Commercial Affiliates; and
 - CAF and its various institutional initiatives;
- the bidder's prior experience in relation to its ability to deliver media rights for events similar to the CAF Events;
- the bid's compatibility with other bids received under this ITT (if any); and
- the ability and commitment of the bidder to fulfil the commitments and obligations described in this ITT.

Post evaluation:

Following the Bid Submission Deadline, CAF may, at its sole discretion, choose not to accept any of the submitted bids and instead invite further round(s) of bidding, in which case a revised timetable, including revised bid submission deadline(s), shall be communicated by CAF. CAF shall be entirely free to determine the number of rounds of bidding in relation to this ITT as well as the identity and number of bidders in any such subsequent round(s).

After any round(s) of bidding, CAF shall be under no obligation to accept the highest financial bid. Furthermore, CAF shall be free in its absolute and sole discretion to select the bid(s) which most successfully fulfil(s) its objectives and requirements as set out herein.

After any round of bidding, CAF may, at its absolute discretion, take such action as it deems appropriate, including to:

- accept or reject any bids;
- amend the terms of this ITT or issue a supplementary or replacement ITT;
- modify, clarify, re-package, add, consolidate and/or withdraw some or all of the rights and/or obligations set out in this ITT (e.g. to require greater broadcast exposure of certain / all matches);
- select a shortlist of bidders and/or invite one or more additional rounds of bidding;
- request from bidders clarification or amendment of certain points or issues;
- enter into negotiations with one or more of the bidders on such basis as may be determined by CAF at its sole discretion;

- postpone the continuation of the ITT process, in whole or in part; and/or
- decide not to award, in whole or in part, the rights to which this ITT relates and/or terminate the bidding process.

Selection of the successful bidder(s) will be made at CAF's sole discretion. CAF will not be obliged to provide any reasons for any of its decisions. Bidders are informed that no option to extend, or right of renewal, exists with any incumbent media rights partner(s).

8.11. Grant of rights subject to contract

No (media rights) agreement shall be binding on CAF until such (media rights) agreement has, at its absolute discretion, been accepted and fully executed by CAF.

CAF reserves the right at any time, without any obligation to state reasons, to withdraw from negotiations and/or not to counter-sign any (media rights) agreement(s) submitted by the bidders.

8.12. Announcements

CAF shall have the sole right to make any official announcements in relation to this ITT, the negotiation of any (media rights) agreement and the appointment of successful bidder(s). For the further avoidance of doubt, no party responding to this ITT (including the successful bidder(s)) shall make any public announcement in relation to this ITT, the negotiation of any (media rights) agreement and/or the appointment of the successful bidder(s) without the prior written consent of CAF.

8.13. Costs

Each bidder is solely responsible for all costs, expenses and liabilities incurred by it in the preparation and submission of its bid(s), any responses to requests for further information by CAF and/or its associates and any negotiation with CAF and/or its associates following receipt by CAF of its bid(s).

9. **LEGAL PROVISIONS**

9.1. Definitions and interpretation

In this ITT:

- capitalised expressions have the meanings ascribed to them in this ITT unless the context otherwise requires;
- any reference to a "person" or to an "entity" or to a "third party" or to an "organisation" includes any individual, company, body corporate, corporation (sole or aggregate),

government, state or agency of a state, firm, partnership, joint venture, association, organisation or trust (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists) and a reference to any of them shall include a reference to the others;

- any reference to a “Section” is a reference to a section of this ITT; and
- any phrase introduced by the terms “including”, “include”, “in particular”, “for example”, “e.g.”, “such as” or any similar expression shall not limit the sense of the words preceding or superseding those terms.

9.2. Acceptance of terms and conditions

Each bidder irrevocably and unconditionally accepts and agrees that, by submitting a bid, it agrees to be bound by the provisions and procedures, and terms and conditions (including the outcome), of this ITT.

9.3. Accuracy of bid information

Each bidder warrants, represents and undertakes to CAF that:

- all information contained in its bid(s) will be complete and accurate in all respects and shall not be false or misleading; and
- if, following submission of its bid(s), there are any changes in such bidder’s circumstances that may affect any of the information contained in the bid, the bidder shall promptly notify CAF in writing setting out the relevant details in full.

If CAF considers that any bidder is, or may be, in breach of this Section 9.3, CAF shall, without prejudice to any other rights or remedies that may be available to it, be entitled to withdraw from any discussions or negotiations with such bidder and/or to reject its bid(s), in each case without any requirement to give such bidder any notice and without liability on the part of CAF to such bidder.

9.4. Financial terms and indemnity

The financial commitments to CAF offered by the successful bidder(s) shall be paid by wire transfer into such bank account(s) as CAF may specify from time to time. The successful bidder(s) shall indemnify, and keep fully and effectively indemnified, CAF and its affiliates and officers from and against all obligations on CAF in respect of taxes, customs, duties, levies, imposts and any other charges arising from, and/or in connection with, the exercise by the successful bidder(s) of the rights and opportunities granted to it pursuant to the media rights agreement and the discharge of any and all obligations imposed on the successful bidder(s) by this ITT.

9.5. Invitation to tender

This ITT (including all documents referred to herein and all related communications made by CAF or its associates or their respective sales representatives, employees or representatives) is no more than an invitation to tender for the Media Rights and does not confer any rights to, create any legally binding agreement with, nor constitute an offer that is capable of acceptance by, any entity or recipient of this ITT with regard to the Media Rights.

9.6.No warranties, representations or undertakings

This ITT is provided solely by way of explanation only and does not contain any warranties, representations or undertakings whatsoever upon which any person may rely, or seek to initiate or substantiate any legal action, against CAF and/or its associates or their respective agents, employees and/or representatives. In particular, all dates referenced herein are indicative only and CAF expressly reserves the right to disregard and/or postpone any date herein without consulting and/or notifying any bidder and without incurring any liability whatsoever.

9.7.No insurance

Each bidder acknowledges and agrees that CAF, its associates and their respective agents, employees and representatives shall have no obligation whatsoever to obtain or to maintain any form of insurance cover in respect of the cancellation, partial cancellation, postponement, relocation or curtailment of any of the CAF Events (or any part thereof) or failure of any transmission signal.

9.8.Accuracy of ITT

CAF has taken all reasonable care to ensure that this ITT is accurate in all material respects at the time of publication. Notwithstanding the foregoing, all information contained herein is subject to amendment and/or variation by CAF at any time and without any reason and/or prior notice being given to any bidder or any recipient of this ITT. Accordingly, each bidder and recipient of this ITT shall be responsible for verifying the accuracy of all information contained in this ITT and for making all necessary enquiries prior to the submission of its bid(s). Neither CAF nor any of its associates nor any of their respective agents, employees or representatives will be liable for any claims, loss or damage suffered by any bidder, prospective bidder or other recipient of this ITT as a result of reliance on any information contained herein, or otherwise.

9.9.Ownership of bid information

Once received by CAF, each bid document becomes the physical property of CAF and CAF shall not be obliged to return any bids. CAF shall be entitled to unrestricted use, free of charge, of any commercial initiatives, creative materials, procedures, suggestions and/or recommendations contained in each bid or otherwise provided and/or disclosed by each bidder in discussions or correspondence with CAF during the tender process (the “**Bid Information**”). Each bidder shall execute any documents or undertake other acts which may be required by CAF for the purposes of giving CAF the full benefit of this provision. Each bidder waives any right of action it may have against CAF in relation to any use of the Bid Information.

9.10.Amendment and withdrawal of ITT

CAF may, at its sole discretion and without any liability whatsoever to any bidder or any recipient of this ITT, amend, alter and/or modify any or all of the provisions of, and/or withdraw in its entirety, this ITT at any time and without any reason and/or prior notice being given to any bidder or any recipient of this ITT.

9.11.Confidentiality

Each bidder agrees to keep confidential, and agrees to ensure that its professional advisors also keep confidential, all matters relating to this tender process. In particular, each bidder shall not disclose to any person any information in whatever form (including written, oral, visual or electronic) relating directly or indirectly to the contents of this ITT, its bid(s), any media rights agreement and all correspondence, communications, discussions or negotiations between CAF and the bidder in relation thereto.

Each bidder shall not make any press announcement or other statement relating to this tender process and/or its bid(s) without the prior written consent of CAF.

9.12. Governing law and jurisdiction

This ITT and any media rights agreement entered into pursuant to a successful bid shall be governed by, and construed in accordance with, Swiss law. All disputes in connection with the ITT, and/or any documents referred to herein and/or any media rights agreement are to be promptly settled between the parties by negotiation. If no solution can be reached, such disputes shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of three (3) arbitrators under the auspices of, and pursuant to, the Rules of Arbitration of the International Chamber of Commerce. The seat of the arbitration shall be Paris, France and the language of the proceedings shall be English. For the avoidance of any doubt, any determination made by the arbitral tribunal shall be final and binding on the parties.

9.13. Anti-Corruption

The parties acknowledge that giving and taking bribes can lead to criminal proceedings in accordance with applicable anti-bribery and anti-corruption laws.

9.14. Survival of terms

For the avoidance of doubt, the undertakings and waivers outlined in Sections 9.8, 9.9, 9.10, 9.11 and 9.12 shall survive the termination or conclusion of the tender process and the release by CAF of the binding offers contained in each bid.

10. DEFINITIONS

“CAF Platforms” means those CAF branded platforms, channels, services, websites, internet pages, applications, internet accounts (including social media) and/or digital services, in each case, that are owned, managed and/or controlled by CAF.

“Ceremonies” means, in relation to each CAF Event and to the extent such are produced in CAF’s sole discretion, the final draw and the opening, closing and awards ceremonies (each a **“Ceremony”**).

“Commercial Affiliate” means any entity to which any sponsorship or other commercial rights have been, or may be, lawfully assigned, licensed, sub-licensed or sub-contracted by, or on behalf of, CAF in relation to any CAF competition or event including (but not limited to) CAF’s partners and CAF Event sponsors.

“Free” and “Free To Air” means an audiovisual or audio-only programme (or the programming services or channels on which the applicable audiovisual programme is made available to the viewer), for which viewers do not pay a charge other than any tax, levy or other fee imposed by any governmental, administrative or other public authority in the Territory (including any reception fees for a public service free-to-air television broadcaster or any licence fee for accessing audiovisual services).

“Pay” means an audiovisual or audio-only programme (or the programming services or channels on which the applicable audiovisual programme is made available to the viewer), for which viewers pay a charge over and above any tax, levy or other fee imposed by any governmental, administrative or other public authority in the Territory (including any reception fees for a public service free-to-air television broadcaster or any licence fee for accessing audiovisual services). For the avoidance of doubt, Pay excludes Pay Per View.

“Pay Per View” means audio-only or audiovisual transmissions in respect of which: (i) a charge or charges are levied on a per programme, per occasion, per day (or other period) or per package of programmes basis (which charge(s) shall be in addition to those payable with respect to Free services or Pay services as described herein in the definitions of such services); and (ii) the time for each such transmission is designated by the provider of that transmission (and not by the viewer).

“Promotional Trailers” means trailers which include CAF Event and/or Ceremony footage and which have as their object and effect the bona fide promotion of the relevant CAF Event.

Annexe 1

BANK GUARANTEE TEMPLATE

[Date]

Confédération Africaine de Football (CAF)
3 Abdel Khalek Sarwat Street
El Hay El Motamayez
P.O. Box 23
12566
6th of October City
Egypt

Dear Sirs

Pursuant to the agreement (the “**Agreement**”) entered into between Confédération Africaine de Football (CAF) (hereinafter referred to as “**CAF**”) and [XX] (hereinafter referred to as the “**Licensee**”) on [insert date], CAF has licensed to the Licensee certain electronic media exploitation rights arising from, and in connection with certain selected CAF WAFCON football events, as defined in the Agreement.

In consideration of such grant, the Licensee agreed to pay to CAF the net monetary amount of [insert relevant amount in words and numerically] (the “**Rights Fee**”). For the purpose of securing the payment of the Rights Fee, the Licensee agreed to procure the provision to CAF of an irrevocable and unconditional bank guarantee on the terms and conditions set out in the Agreement.

We, [insert full registered name of financial institution], hereby irrevocably and unconditionally agree, not merely as a surety, to pay and satisfy to CAF, its successors and/or assignees on first demand, irrespective of the validity, enforceability, variation, transfer / assignment (of any rights or obligations thereunder), termination, or the legal effect of the Agreement and waiving any and all rights of objection and defence (including, without limitation, the right to set-off), any amount up to (and including):

[insert relevant amount in words and numerically (being the total Rights Fee less the first instalment)]

forthwith upon receipt of written request from CAF (or its successors and/or assignees) for payment together with written confirmation by CAF (its successors and/or assignees) stating that the amount so claimed by CAF (or its successors and/or assignees) thereunder has become due for payment by the Licensee and that such amount was not received (in cleared funds) by CAF (or its successors and/or assignees) on or before the relevant payment date as required under the Agreement.

All payments by us under this guarantee shall be made free and clear of, and without deduction or withholding for, or on account of, any taxes, currency control restrictions, assessments, excises, imposts, governmental charges, duties or other withholdings of any nature whatsoever. We shall be solely responsible for any and all such deductions or withholdings and, to the extent that we are required to make such deductions or withholdings, we shall gross up the relevant amount to ensure that CAF receives and retains (free of any liability in respect of such deduction or withholding), the full cash amount that it would otherwise have been entitled to receive.

The total amount of this guarantee will be reduced by any payment made by Licensee in accordance with the terms of the Agreement.

This guarantee is valid and enforceable at any time from the date of this letter and shall expire on:

- a) the date on which CAF receives, in relation to the Agreement, the amount to which this guarantee relates (in cleared funds) in its designated account; or
- b) the thirtieth (30th) working day after the date upon which the final Rights Fee instalment is to be received (in cleared funds) in CAF's designated account pursuant to the terms of the Agreement;

whichever is the earlier.

This guarantee is governed by the laws of Egypt and we hereby irrevocably submit to the exclusive jurisdiction of the courts of Egypt.

Yours faithfully

For and on behalf of

[XX]

Authorised Signatory

Name:

Title:

Date:

Authorised Signatory

Name:

Title:

Date:

Annexe 2

BIDDING FORM

(see separate annexure

