



TICKET CONTROL AND FULFILMENT SERVICES FOR THE UEFA CHAMPIONS LEAGUE™ SEASONS 2019-2020 AND 2020-2021 (EXCLUDING THE FINAL MATCH IN EACH SEASON)

Invitation to Tender

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1. GLOSSARY

Standard terms in this document will be as follows:

Agreement	means the long form agreement which shall be entered into between UEFA and the Successful Applicant to confirm and formalise the appointment of the Successful Applicant, as provided by UEFA upon provisional selection.
Applicant	means any legal entity that submits a Proposal in response to this ITT.
Club	means the relevant home club participating in the Match.
Commercial Partners	means any persons appointed from time to time by UEFA whether as sponsors, broadcasters, suppliers, licensees or otherwise officially associated with the Competitions, through any designation granted by UEFA or any other persons granted commercial rights in respect of the Competitions, by UEFA.
Competition	means the UEFA Champions League™ for the seasons 2019/20 and 2020/21, specifically excluding the final match in each season.
Confidential Information	means any information, data or material of a confidential or proprietary nature, relating to the business and affairs of UEFA, the Competitions, or any other UEFA events or activities, or to the identity, business and affairs of the Commercial Partners, suppliers, agents or subcontractors which comes into the possession or knowledge of the Applicant as a consequence of, or in connection with this ITT or the Services and which UEFA regards, or could reasonably be expected to regard, as confidential, whether or not such information is reduced to a tangible form or marked in writing as "confidential", and any and all information which has been or may be derived or obtained from any such information.
Deal Principle(s)	means the fundamental and non-negotiable provisions listed in Section 10 which shall be included in the Agreement entered into between UEFA and the Successful Applicant, and which the Applicant, by submission of its Proposal and the Statement of

	Undertaking, confirms that it is capable of complying with.
Hospitality Pass(es)	means a device which gives the holder right to access the relevant hospitality area at a Site for the relevant Match.
ITT	means this Invitation to Tender document and all of its appendices.
Intellectual Property	means any and all intellectual property rights of any nature anywhere in the world related to UEFA or any of its competitions, whether registered, registrable or otherwise (including but not limited to patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights and know how).
Match(es)	means any football match of the Competition, for the avoidance of doubt, excluding the final match in each season of the Competition.
Match Day/MD	means each specific Match day of the Competition.
Parking Pass(es)	means a device which gives the holder access to parking at a Site for the relevant Match.
Proposal	means the binding offer made by the Applicant with the documentation submitted by the Applicant in response to this ITT in order to be considered in the Tender.
Services	means the ticket control and fulfilment services to be provided by the Successful Applicant in accordance with the provisions of this ITT and more fully described in Sections 4 to 6.
Shipment Box	means the box sent to UEFA and the Commercial Partners which contains the Welcome Pack Letter, the Tickets, the Hospitality Passes and Parking Passes as applicable for the relevant Match.
Site(s)	means each and any of the official venues, stadiums or sites where the Competition or any Competition-related events will be staged, or a central UEFA warehouse, the location of which shall be communicated by UEFA from time to time.

Statement of Undertaking	means the Statement of Undertaking in the form provided in Appendix 5 of this ITT, which shall be signed by the duly authorised representative(s) of each Applicant and submitted with its Proposal.
Successful Applicant	means the Applicant(s) appointed by UEFA for the provision of all or part of the Services pursuant to a long-form agreement to be executed between such Successful Applicant(s) and UEFA.
Tender	means the tendering process for the Services, in accordance with and as set forth in this ITT.
Ticket(s)	means a paper, plastic, electronic or digital device (as applicable) which gives the holder access to a specific seat in the stadium for the relevant Match.
UEFA	means the Union des Associations Européennes de Football whose registered office is at Route de Genève 46, 1260 Nyon, Switzerland, including, where relevant, any UEFA Subsidiary.
UEFA Events S.A.	means the wholly owned subsidiary of UEFA, which undertakes certain commercial functions and operations in relation to various UEFA competitions and events.
UEFA Subsidiary/ies	means UEFA Events SA and any other entity formed or used by UEFA to assist in the organisation and administration of its events.
Welcome Pack	means the package supplied by UEFA containing the Welcome Pack Letter, Hospitality Passes, Parking Passes.
Welcome Pack Letter	means the customised letter, the text of which is provided by UEFA, which shall accompany the Tickets, Hospitality Passes and Parking Passes (as applicable).

2. INTRODUCTION

UEFA is seeking to appoint a company (or companies) to provide certain services to it, specifically ticket control and fulfilment services for the UEFA Champions League™ seasons 2019/2020 and 2020/2021 (specifically excluding the final match in each season).

This document is an Invitation to Tender (ITT), and forms part of a Tender process which will be administered by UEFA.

UEFA thanks you for your interest in the Tender and looks forward to receiving your Proposal.

3. SCHEDULE

The timeline anticipated by UEFA in relation to the ITT, the evaluation process and the selection and appointment of the Successful Applicant(s) is as follows:

⊕ ITT Published	: 17/04/2019
⊕ Applicants submit Proposals	: 10/05/2019
⊕ Presentations to UEFA	: 13-24/05/2019
⊕ Provisional appointment of Successful Applicant(s)	: 07/06/2019
⊕ Signing of Agreement	: 21/06/2019

These dates are indicative only and are subject to change, at any time, at UEFA's sole discretion.

4. SCOPE OF SERVICES

This section of the ITT contains an overview of the operational requirements.

The Successful Applicant will be required to provide the Services for the following Matches:

- Season 2019/20: all 124 group stage and knock-out UEFA Champions League™ Matches (excluding the final)
- Season 2020/21: all 124 group stage and knock-out UEFA Champions League™ Matches (excluding the final)

The Successful Applicant shall:

- Be the recipient of all complimentary Tickets reserved for UEFA and for Commercial Partners (note: tickets for the semi-final first leg matches may not be delivered to the Successful Applicant but instead may be required to be collected by the Successful Applicant on-site at the relevant Match Site);
- Be the recipient of certain Tickets purchased by UEFA directly for the use of its employees and/or its business partners (note: such tickets could be either paper tickets or digital e-tickets);
- Ensure that the Tickets received from the Clubs comply with the approved seating allocations;
- Ensure that the Ticket design is correct as per the Ticket designs supplied by UEFA;
- Group the Tickets per Commercial Partner and UEFA group (or such other group as notified to the Successful Applicant by UEFA), package them in accordance with UEFA's instructions and ship them to UEFA and the Commercial Partners' addresses using the distribution service provider appointed by UEFA;
- Prepare and send the UEFA purchase Tickets (either paper or digital Tickets). The Successful Applicant shall apply the same process as described above in relation to the complimentary Tickets, with such Tickets also being received by the Successful Applicant directly from the Clubs. Details of the recipients of such purchase Tickets will be provided by the UEFA Commercial Operations department. UEFA purchase Tickets must be sent to UEFA Events SA in Nyon for its internal distribution;
- Monitor all Ticket shipments (tracking numbers) to ensure that they reach their correct and final destination;
- If requested, support the UEFA Commercial Operations Ticketing team with administrative tasks, including assisting with document checks during the summer preparation period or peak periods of the season (with examples of such document checks being site visit reports, seating plans, Ticket collection procedures etc); and
- Propose innovative new/alternative ticketing management solutions to UEFA in respect of the ticket control and fulfilment process.

5. KEY REQUIREMENTS

The key requirements for the provision of the Services are:

Ticket control

- 1) Each Club participating in the Competition will send the Tickets (both complimentary and purchase) and Parking Passes reserved for UEFA and its Commercial Partners for its home matches to the Successful Applicant.
- 2) The Successful Applicant shall ensure that the Tickets (both complimentary and purchase) it receives from the Clubs feature the correct Ticket design, which will have been pre-approved by UEFA and which will be communicated to the Successful Applicant.
- 3) The Successful Applicant shall ensure that the Tickets (both complimentary and purchase) and Parking Passes received from the Clubs correspond to the approved allocations (as notified to the Successful Applicant by the UEFA Commercial Operations department).
- 4) The Successful Applicant shall verify that the Tickets received correspond to the seating plan (as sent to the Successful Applicant by the UEFA Commercial Operations department).
- 5) In the event that the seating plans differ slightly (i.e. that there is only a minor difference) from the Tickets received, in terms of seat/row location of the Tickets, the Successful Applicant shall update the seating plan based on the actual Tickets received and send it to UEFA for approval via a shared online secure server. The Successful Applicant must receive UEFA's approval prior to preparing such Tickets for packaging and shipment.
- 6) UEFA shall send directly to the Successful Applicant the Hospitality Passes for the relevant Match(es).
- 7) The Successful Applicant shall ensure that the Hospitality Passes received from UEFA correspond to the numbers for each Commercial Partner and UEFA group (as sent to the Successful Applicant by UEFA).
- 8) The Successful Applicant shall keep records of all the relevant details about ticket management (i.e. date on which tickets have been received, shipped, delivered etc.),

Ticket packaging

- 1) The Successful Applicant shall compile and package into Shipment Boxes for UEFA and for each Commercial Partner the following items:
 - i) A customised letter (the Welcome Pack Letter) for each Match, for UEFA and each Commercial Partner, based on the template supplied by UEFA and which shall be customised by the Successful Applicant with:
 - (1) The respective Match fixture, date and location;
 - (2) The number of Tickets and Hospitality Passes included in the Shipment Box; and

(3) The number of Parking Passes included in the Shipment Box.

- ii) The respective complimentary Tickets in a C5 envelope (branded with the Competitions logo and supplied by UEFA);
- iii) The respective number of Parking Passes in the above mentioned C5 envelope; and
- iv) The Welcome Pack inserted in the Welcome Pack envelope containing:
 - (1) The Hospitality Passes (which shall manually be inserted by the Successful Applicant); and
 - (2) Any other item (promotional leaflet, specific map, Match specific information) as requested by UEFA on a case by case basis (which shall be manually inserted by the Successful Applicant).

2) The Successful Applicant shall seal the Shipment Box and attach to it the sticker with the respective Commercial Partner logo (for UEFA shipments, no such sticker is required).

3) The Successful Applicant shall also prepare the paper UEFA purchase Tickets in accordance with the list of the recipients of such Tickets as provided by UEFA and shall prepare nominative envelopes with the respective number of Tickets ordered and ensure that Tickets for the same customer are grouped (next to each other / same row); no seating plan will be provided for these Tickets.

4) The Successful Applicant shall also prepare the individual electronic/digital UEFA purchase Tickets in accordance with the list of the recipients of such Tickets as provided by UEFA and shall prepare nominative emails with the respective number of Tickets ordered in the necessary format and ensure that Tickets for the same customer are grouped (next to each other / same row); no seating plan will be provided for these Tickets.

An outline of the packaging process is provided at Appendix 1.

Procurement

1) The Successful Applicant shall procure Shipment Boxes (which shall be unbranded hard shell cardboard) which shall fit all Welcome Packs/Tickets for UEFA and Commercial Partners.

Shipments – Complimentary and Paper UEFA Purchase Tickets

1) The Successful Applicant shall organise the shipment of the Shipment Boxes and, if and when required, the paper UEFA purchase tickets, based on the timeline supplied by UEFA and using the distribution service provider appointed by UEFA.

2) The Successful Applicant shall provide UEFA with the shipment ID and the tracking information received from UEFA's distribution service provider for the Shipment Boxes.

- 3) The Successful Applicant shall track all shipments and ensure that all Shipment Boxes are delivered by the distribution service provider to their correct and final destination.
- 4) UEFA shall pay the distribution service provider directly for shipment of the Shipment Boxes.
- 5) The Successful Applicant shall organise the shipment of the paper UEFA purchase tickets to UEFA Events SA in Nyon when requested.

The Shipment Boxes shall be delivered to the respective recipients in accordance with the following timeline:

For UEFA: Shipment Boxes shall be sent to UEFA by the Wednesday prior to each Match of the Competition.

For Commercial Partners: Shipment Boxes shall, in principle, be sent to the Commercial Partners 3 weeks prior to the Match Day.

In certain cases, the preparation window and consequent shipping deadline for both UEFA and Commercial Partners will be reduced, in particular for 'matchday 1,' 'matchday 2,' quarter-finals (1st leg) and semi-finals (1st leg).

The provisional Match and draw calendar can be found in Appendix 2.

In order to provide the Services UEFA will provide the Successful Applicant prior to each Match Day with:

- The Ticket allocation among the Commercial Partners and UEFA;
- The seating plan; and
- The required UEFA materials: stickers, competition C5 envelopes, Welcome Packs, Hospitality Passes.

UEFA will ship the Match specific materials to the Successful Applicant no later than 5 days after each Competition draw has taken place (with the exception of materials for the round of 16 Matches due to the break between the draw and the first such Match, in which case the Match specific materials will be shipped no later than 4 weeks before the first match of the round of 16).

Clubs will be required to send the Tickets and the Parking Passes to the Successful Applicant in accordance with the following schedule:

Group stage

- MD1 and MD2 Tickets shall be delivered no later than 5 days after the group stage draw has taken place.
- MD3 and MD4 Tickets shall be delivered no later than 4 weeks before MD3.
- MD5 and MD6 Tickets shall be delivered no later than 4 weeks before MD5.

In some cases, Clubs may be able to ship the Tickets for their three home matches all at once to the Successful Applicant with their first shipment.

Knock-out rounds

- Round of 16 (R16) 1st leg Tickets shall be delivered no later than 4 weeks before the first match of R16.
- Round of 16 2nd leg Tickets shall be delivered no later than 4 weeks before the first match of R16 2nd leg.
- Quarter-finals and semi-finals Tickets shall be delivered no later than 3 days after the respective draws have taken place.

If there are less than 2 weeks between the draw taking place and the first match(es) following the draw, UEFA may decide not to ship the Tickets and require that the Services shall be delivered and carried out on-site at the Site where the relevant Match(es) takes place. If on-site provision of the Services is necessary, UEFA will cover the travel and accommodation costs related thereto and will provide the necessary office facilities for the Successful Applicant where they are required to provide the Services on-site at the Site where the relevant Match takes place.

It is the Successful Applicant's responsibility to ensure that it has received all content and materials required to fulfil the Shipment Boxes prior to the deadlines for each shipment, provided however that such content and materials which are supplied by UEFA or third parties (such as for example, the Tickets from the Clubs) are received by the Successful Applicant in a timely manner.

Appendix 3 provides details of the Ticket allocations for the different stages of the Competition (excluding the Final). These are the numbers of such Tickets which the Successful Applicant shall be required to provide the Services in respect of.

Appendix 4 provides an example of a Match seating plan.

Shipments – Digital/E-Ticket UEFA Purchase Tickets

- 1) The Successful Applicant shall, if requested by UEFA, organise the distribution of the digital/e-ticket UEFA purchase Tickets, based on the timeline supplied by UEFA.
- 2) The Successful Applicant shall distribute such digital/e-ticket UEFA purchase Tickets by sending such relevant Tickets by email (in such form and in such method as determined by UEFA) to the relevant recipient of such Tickets (as notified to them by UEFA).

Administrative tasks

- 1) The Successful Applicant shall provide support if and when requested by the UEFA Commercial Operations department (in particular during the summer and peak periods) with relevant administrative tasks, including but not limited to:
 - a. Site Visit Report(s)- Ensuring all the information contained in the ticketing section of such reports is correct, up to date and filled in.

- b. Seating Plan(s)- Ensuring that the number of seats corresponds to the Ticket allocation provided by the UEFA Commercial Operations department.
- c. Ticket Collection Procedure(s)- Ensuring that the layout and all information within the document corresponds to the guidelines provided by the UEFA Commercial Operations department.
- d. Italian and Greek Ticket Holder Details Guidelines – Preparing/checking the document(s) that contain(s) the procedure in relation to how ticket holders should register their ticket details (with each such document depending on the relevant Club’s Procedure).

Development

- 1) The Successful Applicant should be fully aware of the ticketing control and fulfilment market and be able to propose new innovations, alternative solutions or advice on methods to simplify the workflow.
- 2) The Successful Applicant should be willing to cooperate with UEFA to develop (or further develop) an efficient ticketing platform.

Sustainability

The Applicant shall give due consideration to the sustainability requirements as described in Appendix 6. When preparing its Proposal, each Applicant shall describe in what ways it could enhance sustainability when providing the Services. UEFA encourages Applicants to propose, where appropriate, alternative options where such options allow for greater sustainability consideration.

6. TECHNICAL REQUIREMENTS

The Successful Applicant shall have access to the UEFA database system in FAME (or any other system as provided by UEFA) in order to download all the Commercial Partners’ contact details for the delivery of the Shipment Boxes. The Successful Applicant shall be required to agree to and abide by UEFA’s terms and conditions for the use of such database system.

The Successful Applicant shall establish a secure online monitoring system in relation to the Services which shall enable UEFA to verify, at any point in time, the progress of the Services per Match, thus reducing the exchange of e-mails. The monitoring tool shall be accessible to UEFA.

All necessary documents required by the Successful Applicant to deliver the Services (seating plans, Ticket allocations, Ticket designs, etc.) shall be made available to the Successful Applicant through an online server. It will be the responsibility of the Successful Applicant to ensure that they have the documents they need in order to carry out the Services.

Accreditation

Applicants are informed and agree that UEFA will implement an accreditation system, with procedures and terms and conditions. Only accredited persons who abide by the accreditation system shall have access to

the Site(s). Accreditation will be managed via the UEFA platform "FAME" (Football Administration and Management Environment) in accordance with timescales that will be communicated by UEFA at a later stage. Applicants undertake to comply and have all associated entities or persons (including but not limited to Applicant's representatives, staff and providers) comply with this system, under their responsibility and at their own cost.

7. SUPPLIER INFORMATION REQUIRED

The Applicant is required to provide the following information:

- a. Company form and ownership;
- b. References of the company of comparable performances last three years (including the name and contact details at reference customer);
- c. References of the contact person (main contact) of comparable performances of last three years;
- d. Number of employees; and
- e. Copies of its current professional indemnity and third party indemnity insurance, and any other insurance policies which the company has in place which may be relevant to the provision of the Services. Please note that the Successful Applicant will be required to obtain and maintain insurance coverage with a reputable insurer against and any all of its potential liabilities in connection with the provision of the Services in accordance with the provisions contained in the Deal Principles.

The Applicant shall provide a description of:

- its methodology for project management;
- its methodology for quality management;
- its proposed organisational chart for the provision of the Services; and
- the premises which would be used for the provision of the Services (if the Applicant was to become the Successful Applicant).

8. COST INFORMATION REQUIRED

The Applicant shall provide:

- A fixed price in Euros (excluding VAT) for the complimentary Ticket control per season, (including Parking Passes and Hospitality Passes where applicable);
- A fixed price in Euros per match (excluding VAT) and per Competition phase (group stage, round of 16, quarter-finals, semi-finals) for the Ticket packaging, the procurement and the shipment for all complimentary Tickets; and

- A fixed price in Euros (excluding VAT) per ticket for preparing the individual orders of UEFA purchase Tickets.
- A dedicated resources rate for the administrative tasks and any other specific needs (documents review, on site help etc.): to be provided on a rate card per day (8 hours per day) basis

9. SUBMISSION OF PROPOSALS

To submit its Proposal, each Applicant should upload its full and complete Proposal, in English, via the "Bonfire" platform at <https://uefa.bonfirehub.com>.

UEFA will not accept Proposals in any other form or by any other method.

For any questions or further information regarding the Tender please contact:

Yannick Raboud
Ticketing Coordinator
yannick.raboud@uefa.ch

Proposals must be received by no later than 10/05/2019 12:00 CEST.

UEFA may contact Applicants for further information and/or invite selected Applicants to make a presentation at UEFA Headquarters in Nyon, Switzerland.

The Proposals will be evaluated in accordance with the following (non-exhaustive) criteria:

- Quality of the services offered;
- The acceptance of the Deal Principles contained at Section 10 of this ITT;
- Expertise of the Applicant company;
- The competitiveness of the estimated costs (expressed in Euro (€), excluding VAT) for the provision of the Services;
- The financial standing of the Applicant and/or the ability of the Applicant to fulfil the contractual commitments;
- The submission by the Applicant of the Statement of Undertaking attached at Appendix 5 of this ITT; and
- Compliance with sustainability requirements and Proposals which enhance sustainability in accordance with the principles contained in Appendix 6.

The quality of the documentation received will also be a factor in the selection of the Successful Applicant.

UEFA shall notify the Successful Applicant(s) in writing. However, official appointment of the Successful Applicant(s) shall be subject to signature of the Agreement between the Successful Applicant(s) and UEFA.

10. DEAL PRINCIPLES

The following table highlights the fundamental Deal Principles which UEFA requires the Successful Applicant to adhere to, and which will be included key terms of the Agreement which shall be provided by UEFA and entered into with the Successful Applicant:

SUBJECT	DEAL PRINCIPLE
Contractual parties	UEFA may determine that certain rights and obligations in relation to the Services are granted, assigned or transferred to any UEFA Subsidiary, including but not limited to the payment obligations and to be appointed as the contracting party. The Successful Applicant shall, in such cases, treat all references to UEFA contained in this ITT or any subsequent Agreement, to include any UEFA Subsidiary as applicable.
Liability & Insurance	<p>The following terms will be included in the Agreement executed with the Successful Applicant, and shall be non-negotiable. Applicants should only submit Proposals if they agree to and can comply with these terms:</p> <ol style="list-style-type: none"> 1. The Successful Applicant shall obtain and maintain for the duration of the term of the Agreement appropriate insurance coverage in respect of its potential liabilities in connection with the Agreement. Such insurance coverage shall contain an endorsement of the interest of UEFA and the Successful Applicant shall, if requested by UEFA, supply UEFA with a copy of the relevant insurance certificates. 2. The Successful Applicant shall provide the Services at its own risk and maintain and replace all elements of the Services as necessary. 3. The Successful Applicant shall defend, hold harmless and indemnify UEFA at all times from and against any and all claims, costs, proceedings, demands, damages, losses, expenses and liabilities (including legal expenses) suffered or incurred by UEFA resulting from a breach by the Successful Applicant (or the Successful Applicant's employees, agents and/or representatives) of any of the terms of the Agreement for any reason whatsoever, including but not limited to: <ol style="list-style-type: none"> a. any claim by any third party (including any Commercial Partners, the clubs or governmental authority) of whatsoever kind or nature by or against UEFA (including UEFA's affiliates, licensees and assignees) arising from the provision of the Services; b. any breach or non-performance by the Successful Applicant of any provision of the Agreement;

	<p>c. any negligent act or omission of the Successful Applicant whether or not such claim arises during or after the term of the Agreement;</p> <p>d. any failure by the Successful Applicant to secure, pay for and maintain any applications, permits and/or licenses;</p> <p>e. any claim, loss or damage arising from or in connection with the death or personal injury to any person caused by or in connection with the provision of the Services; and/or</p> <p>f. any failure by the Successful Applicant to provide the Services in the agreed and timely manner or perform the Services for any reason whatsoever.</p>
Applicable laws	The Successful Applicant shall be responsible for compliance with any and all national and local applicable laws which relate to or may affect the provision of the Services.
Consent, permits and licences	The Successful Applicant shall obtain and pay for any and all consents and licences required in connection with the provision of the Services (including any fire, health, safety, security and technical requirements or regulations in the respective country where the Sites are located) and any inspections and/or tests required by any relevant authorities.
Customs	The Successful Applicant shall arrange and be responsible for all customs clearance, shipping documentation import duties if applicable, ATA carnets, customs licenses and/or any other clearances necessary for the provision of the Services.
Insufficient Performance	If the Successful Applicant's performance in respect of a specific part of the Services is not (in UEFA's reasonable opinion) of the highest industry standards in accordance with the terms of the Agreement then UEFA may: <ul style="list-style-type: none"> ▪ request immediate remedy or rectification; ▪ request replacements; ▪ reduce the fees due to the Successful Applicant if remedy, rectification or replacement does not sufficiently solve the problem, or reduce the scope of the Services to exclude such sufficient part; or ▪ ultimately terminate the Agreement with the Successful Applicant.
Termination	UEFA may terminate the Agreement with immediate effect by written notice to the Successful Applicant if: <ul style="list-style-type: none"> ▪ the Successful Applicant's performance of the Services is, following the exhaustion of the process described in the insufficient performance clause, still considered not to be of the required standard;

	<ul style="list-style-type: none"> ▪ the Successful Applicant breaches any provision of the Agreement, which makes it unreasonable for UEFA to continue as agreed with the Successful Applicant; ▪ there is a substantial change in the ownership of the Successful Applicant which adversely affects the ability of the Successful Applicant to perform its obligations under the Agreement or which is detrimental to the legitimate interests of UEFA; or ▪ the Successful Applicant becomes bankrupt or insolvent or enters into liquidation (other than a voluntary liquidation for the purpose of reconstruction, amalgamation or similar reorganisation) or enters into any arrangement or composition with its creditors or any of them, or has a receiver or an administrator appointed over a portion or all of its property or assets.
Governing Law	<p>The Agreement between UEFA and the Successful Applicant will be governed by Swiss law.</p> <p>Any dispute between the parties arising under or relating to the Agreement shall be submitted exclusively to the courts of Nyon, Switzerland.</p>
Announcements & Publicity	<p>The Successful Applicant shall not make, and shall ensure that none of its employees, agents or representatives make, any public statements or announcements regarding the existence of or terms of the Agreement, its association with UEFA, the Competitions and/or any other UEFA event without the prior written consent of UEFA both as to the making of that statement and its content.</p> <p>The Successful Applicant acknowledges and agrees that neither it nor any of its affiliates shall have any right:</p> <ul style="list-style-type: none"> ▪ either to associate it or themselves with UEFA and/or the Competitions (including, without limitation, through the use of the materials or any Intellectual Property); or ▪ to use the materials in any manner whatsoever (including, without limitation, for the purposes of marketing its or their products or services) without the prior written consent of UEFA.
Damage to Sites	<p>The Successful Applicant shall take all necessary precautions to avoid any damage to any surfaces, infrastructure, facilities or pre-existing material at any of the Sites as a result of the performance of the Services. The Successful Applicant shall be responsible for all liabilities howsoever arising from any damage caused to any of the foregoing by its employees, agents, partners, sub-contractors or suppliers.</p>
Intellectual Property	<p>The Successful Applicant shall expressly acknowledge and agree that:</p>

	<ul style="list-style-type: none"> ▪ any and all rights (including Intellectual Property and/or rights of commercial exploitation) relating to UEFA, the Competitions and/or any other UEFA event belong solely and exclusively to UEFA and the Successful Applicant agrees not to challenge UEFA's ownership thereof; and ▪ it shall not use trademarks or other Intellectual Property of or related to UEFA, the Competitions or any other UEFA events other than as permitted by UEFA strictly for the performance of the Services. <p>The Successful Applicant shall not, by virtue of the Agreement or otherwise, obtain or claim any right, title or interest in or to any rights of Intellectual Property and/or commercial exploitation in connection with UEFA, the Competitions or any other UEFA event. If and to the extent that the Successful Applicant acquires any such right, title or interest, pursuant to the Agreement or otherwise, the Successful Applicant:</p> <ul style="list-style-type: none"> ▪ shall assign to UEFA any and all such intellectual property throughout the world, free of any third-party rights and for the full duration of such rights (including any and all renewals and extensions thereof throughout the world); and ▪ acknowledges and agrees that the benefit of all such rights will at all times accrue to and inure to the benefit of UEFA.
Sustainability reporting	<p>The Successful Applicant shall perform the Services in accordance with the sustainability requirements as specified in the ten principles of the United Nations Global Compact (published at the time of this ITT at the link https://www.unglobalcompact.org/what-is-gc/mission/principles) and enhance sustainable solutions when providing the Services.</p> <p>The Successful Applicant shall, if requested by UEFA, deliver data on the Services provided for the Competitions, including the date required for a complete report based upon the Global Reporting Initiatives (GRI) guidelines (www.globalreporting.org).</p>

11. LEGAL PROVISIONS

1. Nothing in this ITT, nor any communication made by UEFA or its representatives, agents or employees shall constitute a contract between UEFA and any Applicant, nor shall it be taken as constituting any representation that an Applicant will be appointed in accordance with this ITT or at all.
2. UEFA does not undertake to accept any Proposal submitted in response to this ITT and reserves the right to organise and/or re-package the Services in a different way. UEFA reserves the right to change any aspect of this ITT at any time, issue an amended ITT for all or part of the Services or cancel the Tender in its entirety.

3. The Applicants may be shortlisted and/or rejected by UEFA at any time and/or asked to clarify or re-submit any Proposal which fails to meet the requirements of UEFA as set out in this document. UEFA is under no obligation to give any reasons for any rejection or for any other decision made in connection with this ITT or the Tender. UEFA reserves the right to enter into negotiations with one or more Applicants on such a basis as may be determined by UEFA at its sole discretion.
4. UEFA has taken all reasonable care to ensure that this ITT is accurate in all material respects. This ITT is provided solely by way of explanation of the services which UEFA intends to use and neither UEFA nor any of its representatives, agents or employees make any representation or warranty or accept any responsibilities for the accuracy or completeness of any of the information contained in this ITT; nor shall they be liable for any loss or damage suffered by any Applicants in reliance on this ITT or any subsequent communication.
5. The Applicant agrees that:
 - a) it (and its officers, employees, agents and advisers) shall keep confidential the terms of this ITT and any information relating to affairs or business of UEFA which comes into its possession in relation to this ITT;
 - b) it shall not disclose Confidential Information (or any parts of it) to any third party without the prior written consent of UEFA, which may be given or withheld in its absolute discretion (save, where required by law);
 - c) it shall only be entitled to use Confidential Information for the purpose of this ITT; and
 - d) it shall not discuss the financial terms of this ITT with rival Applicants.
6. By the submission of a Proposal, the Applicant warrants and represents to UEFA that:
 - a) its expression of interest and all related elements of the Proposal do not infringe any third party rights;
 - b) it owns all rights of any nature in the Proposals submitted;
 - c) it shall not use any UEFA Intellectual Property except as permitted by UEFA;
 - d) it shall not claim any association with UEFA or any UEFA competition in relation to its Proposals or otherwise;
 - e) it will observe all statutory and competition-related provisions of UEFA, as well as specific instructions and all applicable national and international laws;
 - f) it warrants to UEFA that the information contained in its Proposal shall not be false or misleading and that if, following submission of the Proposal, there is any change in the Applicants'

circumstances which may adversely affect such information, the Applicant shall promptly notify UEFA in writing setting out the relevant details in full; and

- g) it shall comply with these terms and conditions.

7. If UEFA considers that any Applicant is or is likely to be in breach of any of these terms and conditions, then UEFA shall (without prejudice to its rights and/or remedies arising under law) be entitled to withdraw from any co-operation with the Applicant without any requirement to give such Applicant notice and without any further liability to such Applicant.

8. The Applicant is responsible for all costs, expenses and liabilities incurred in the preparation of its Proposal, any responses to requests for further information by UEFA, meetings with UEFA and any negotiation with UEFA following receipt by UEFA of its Proposal (whether or not an Agreement is entered into with such Applicant).

9. The Applicant acknowledges that all Intellectual Property rights and all commercial rights in relation to UEFA's competitions including but not limited to their names, logos and trophies, remain the exclusive property of UEFA.

10. Once received by UEFA, each document submitted as part of a Proposal shall become the physical property of UEFA. Irrespective of whether any Proposal is successful or not, UEFA shall be entitled to use (free from any payment or restriction) all ideas, concepts, Proposals, recommendations or other materials (save for trademarks and copyrighted materials) contained in such Proposal or otherwise communicated to UEFA during the Tender. The Applicant waives and shall not make any claim against UEFA in respect of any use made by UEFA of any intellectual property or other similar rights relating to the ideas, concepts or any other materials (save for any trademarks or copyrighted materials of the Applicants) contained in their Proposals.

11. Applicants who have not been selected will be informed in writing by UEFA. UEFA shall not be obliged to give any reason for making any selection and/or rejection.

12. UEFA shall select the Applicant(s), whose Proposal(s) and subsequent presentations(s), in UEFA's sole opinion, most closely satisfy the scope of the task described. The Applicant(s) shall, however, be bound under all circumstances to the declaration of interest submitted.

13. The completion of the acceptance shall be subject to UEFA and the Successful Applicant signing a long-form agreement. Such agreement shall contain the detailed terms and conditions of such appointment and, *inter alia*, include the Deal Principles contained at Section 10 of this ITT. By submitting a Proposal, the Applicant confirms that it is able to comply with all Deal Principles.
14. The Successful Applicant will immediately inform UEFA of any change in the ownership or senior management of the Successful Applicant. UEFA reserves the right to reallocate the award of any and all aspects of the Project if the ownership or senior management of the appointed Applicant changes.
15. Successful Applicants shall obtain and maintain appropriate insurances with regard to their own or sub-contracted staff, public liability as well as indemnities and warranties in regard to UEFA as more fully described in the Deal Principles contained at Section 10 of this ITT as part of the standard terms and conditions of the Agreement.
16. The Applicant is strictly prohibited from making any form of public announcement or statement relating directly or indirectly to this ITT, the Tender, UEFA, any UEFA competition and/or its Proposals (whether appointed or not) without the prior written consent of UEFA, which may be given or withheld in its absolute discretion. Each Applicant acknowledges and agrees that UEFA shall have the sole right to make any announcement in relation to this ITT, the Tender and the selection and/or appointment of any Applicant(s) (if at all).
17. Neither UEFA nor any of its representatives, agents or employees shall be responsible for any loss, damage, liability or expense that may be suffered or incurred in relation to this ITT and/or subsequent negotiations. The Applicant expressly waives any right of action it may have against UEFA with regards to the Tender.
18. The Applicant must provide confirmation that its Proposal for the provision of the Services complies with any and all applicable national and local laws.
19. UEFA may determine that certain rights and obligations in relation to the Services are granted, assigned or transferred to any UEFA Subsidiary. The Successful Applicant shall, in such cases, treat all references to UEFA contained in this ITT or any Agreement, to include any UEFA Subsidiary.
20. This ITT and all related documentation pertaining to the Proposals and Tender (including any contracts) shall be governed and interpreted in accordance with Swiss law without regard to choice of law principles. The exclusive place of jurisdiction shall be Nyon.

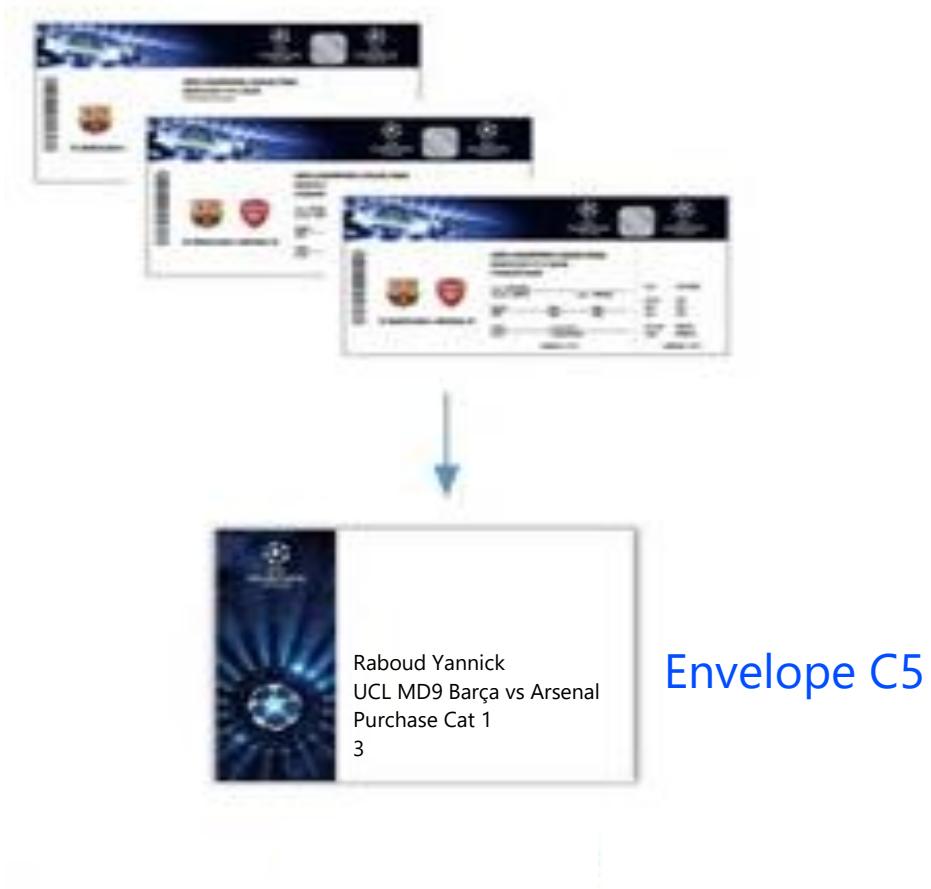
APPENDIX 1a – PACKAGING PROCESS FOR COMPLIMENTARY TICKETS



Partners' boxes must be sent to the Partners according to the relevant delivery address mentioned in FAME.

UEFA boxes are either sent to UEFA Events SA in Nyon or to such delivery address as provided by the UEFA Commercial Operations department.

APPENDIX 1b – PACKAGING PROCESS FOR UEFA PURCHASE TICKETS



All individual envelopes must be sent to UEFA Events SA in Nyon. Such envelopes must be separated by Match and in alphabetical order but can be sent together in the same shipment.

APPENDIX 2 – MATCH AND DRAW CALENDARS

Season 2019/2020

2019

Thu 29/08	 UCL 2019/20	DRAW	Group stage draw, Monaco (Simulation)
Tue 17/09 – Wed 18/09	 UCL 2019/20	MATCH	Group stage, MD1, 16 matches (Simulation)
Tue 01/10 – Wed 02/10	 UCL 2019/20	MATCH	Group stage, MD2, 16 matches (Simulation)
Tue 22/10 – Wed 23/10	 UCL 2019/20	MATCH	Group stage, MD3, 16 matches (Simulation)
Tue 05/11 – Wed 06/11	 UCL 2019/20	MATCH	Group stage, MD4, 16 matches (Simulation)
Tue 26/11 – Wed 27/11	 UCL 2019/20	MATCH	Group stage, MD5, 16 matches (Simulation)
Tue 10/12 – Wed 11/12	 UCL 2019/20	MATCH	Group stage, MD6, 16 matches (Simulation)
Mon 16/12	 UCL 2019/20	DRAW	Round of 16 draw, Nyon (Simulation)

2020

Tue 18/02 – Wed 19/02	 UCL 2019/20	MATCH	Round of 16, 1st leg, 4 matches (Simulation)
Tue 25/02 – Wed 26/02	 UCL 2019/20	MATCH	Round of 16, 1st leg, 4 matches (Simulation)
Tue 10/03 – Wed 11/03	 UCL 2019/20	MATCH	Round of 16, 2nd leg, 4 matches (Simulation)
Fri 13/03	 UCL 2019/20	DRAW	Quarter-finals draw, Nyon (Simulation)
Tue 17/03 – Wed 18/03	 UCL 2019/20	MATCH	Round of 16, 2nd leg, 4 matches (Simulation)
Tue 07/04 – Wed 08/04	 UCL 2019/20	MATCH	Quarter-finals, 1st leg, 4 matches (Simulation)
Tue 14/04 – Wed 15/04	 UCL 2019/20	MATCH	Quarter-finals, 2nd leg, 4 matches (Simulation)
Fri 17/04	 UCL 2019/20	DRAW	Semi-finals and final draws, Nyon (Simulation)
Tue 28/04 – Wed 29/04	 UCL 2019/20	MATCH	Semi-finals, 1st leg, 2 matches (Simulation)
Tue 05/05 – Wed 06/05	 UCL 2019/20	MATCH	Semi-finals, 2nd leg, 2 matches (Simulation)

Season 2020/2021

2020

Thu 27/08	 UCL 2020/21		Group stage draw, Monaco (Simulation)
Tue 15/09 – Wed 16/09	 UCL 2020/21		Group stage, MD1, 16 matches (Simulation)
Tue 29/09 – Wed 30/09	 UCL 2020/21		Group stage, MD2, 16 matches (Simulation)
Tue 20/10 – Wed 21/10	 UCL 2020/21		Group stage, MD3, 16 matches (Simulation)
Tue 03/11 – Wed 04/11	 UCL 2020/21		Group stage, MD4, 16 matches (Simulation)
Tue 24/11 – Wed 25/11	 UCL 2020/21		Group stage, MD5, 16 matches (Simulation)
Tue 08/12 – Wed 09/12	 UCL 2020/21		Group stage, MD6, 16 matches (Simulation)
Mon 14/12	 UCL 2020/21		Round of 16 draw, Nyon (Simulation)

2021

Tue 16/02 – Wed 17/02	 UCL 2020/21		Round of 16, 1st leg, 4 matches (Simulation)
Tue 23/02 – Wed 24/02	 UCL 2020/21		Round of 16, 1st leg, 4 matches (Simulation)
Tue 09/03 – Wed 10/03	 UCL 2020/21		Round of 16, 2nd leg, 4 matches (Simulation)
Fri 12/03	 UCL 2020/21		Quarter-finals draw, Nyon (Simulation)
Tue 16/03 – Wed 17/03	 UCL 2020/21		Round of 16, 2nd leg, 4 matches (Simulation)
Tue 06/04 – Wed 07/04	 UCL 2020/21		Quarter-finals, 1st leg, 4 matches (Simulation)
Tue 13/04 – Wed 14/04	 UCL 2020/21		Quarter-finals, 2nd leg, 4 matches (Simulation)
Tue 20/04	 UCL 2020/21		Semi-finals and final draws, Nyon (Simulation)
Tue 27/04 – Wed 28/04	 UCL 2020/21		Semi-finals, 1st leg, 2 matches (Simulation)
Tue 04/05 – Wed 05/05	 UCL 2020/21		Semi-finals, 2nd leg, 2 matches (Simulation)

APPENDIX 3 – TICKET ALLOCATIONS

Ticket allocation – group stage (per match)

COMPLIMENTARY TICKETS 2019-21	GROUP STAGE		
	VIP tickets	1st class tickets	total number of tickets
	incl. hospitality	excl. hospitality	
TOTAL	50	330	422

Ticket allocation – round of 16 (per match)

COMPLIMENTARY TICKETS 2019-21	ROUND OF 16		
	VIP tickets	1st class tickets	total number of tickets
	incl. hospitality	excl. hospitality	
TOTAL	50	380	475

Ticket allocation = quarter final (per match)

COMPLIMENTARY TICKETS 2019-21	QUARTER-FINAL		
	VIP tickets	1st class tickets	total number of tickets
	incl. hospitality	excl. hospitality	
TOTAL	50	425	527

Ticket allocation – semi-final (per match)

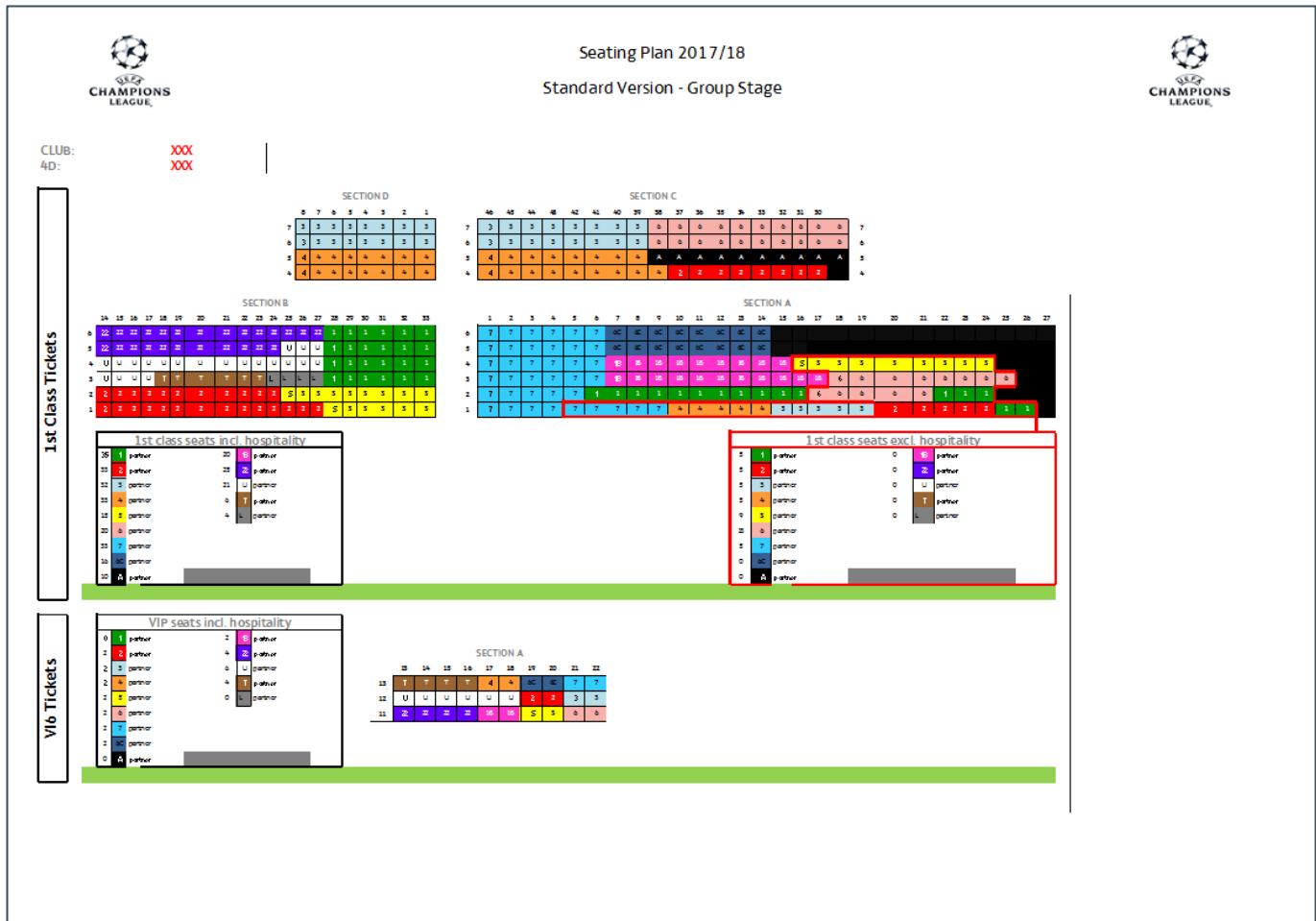
COMPLIMENTARY TICKETS 2019-21	SEMI-FINAL		
	VIP tickets	1st class tickets	total number of tickets
	incl. hospitality	excl. hospitality	
TOTAL	50	475	51
			576

UEFA purchase Ticket allocations

The number of UEFA purchase Tickets for each match may vary from zero to 500+ tickets per Match. Therefore, the Applicant shall submit a price per ticket for delivering the services described in section 5 in relation to the UEFA purchase Tickets.

The Applicant shall submit different prices ranges (being 0-1000, 1001-3000, 3001-5000 and 5000+) in its Proposal. The Successful Applicant will be paid by UEFA at the end of the relevant season according to the total amount of UEFA purchase Tickets managed and fulfilled by the Successful Applicant.

APPENDIX 4 – MATCH SEATING PLAN EXAMPLE*



* The above is by way of example only and is not indicative of actual numbers or locations.

APPENDIX 5 - STATEMENT OF UNDERTAKING

Name of company: insert Name of Company

Tax number: insert tax number

Address: insert Street Postal Code City Country

referred to hereinafter as the "Company", hereby expresses interest in participating in the Tender for providing ticket control and fulfilment services for the UEFA Champions League™ seasons 2019/2020 and 2020/2021 (specifically excluding the final match in each season), and undertakes that:

1. no information provided nor representations made to UEFA are false, inaccurate or misleading;
2. none of the Company's representatives or employees shall make any form of public announcement or statement relating directly or indirectly to UEFA and/or the Tender to any media without the prior written approval of UEFA and that any non-compliance will lead to the penalty of being held responsible for any damages caused;
3. it (and its officers, employees, agents and advisers) shall keep confidential the terms of this ITT and any information relating to affairs or business of UEFA which comes into its possession in relation to this ITT and/or the Tender, it shall not disclose confidential information (or any parts of it) to any third party without the prior written consent of UEFA, which may be given or withheld in its absolute discretion (save, where required by law) and it shall only be entitled to use confidential information for the purpose of the Tender.
4. all intellectual property and commercial rights in relation to UEFA, the ITT and/or the Tender belong exclusively to UEFA;
5. it is capable of and shall comply with all legal provisions and the Deal Principles contained in the ITT or otherwise agreed in writing with UEFA;
6. UEFA shall not be held responsible for any costs, expenses and/or liabilities incurred in by the Company in the preparation and submission of the information and/or documentation in response to the ITT and/or any responses to requests for further information by UEFA;
7. any association with UEFA or its competitions and events in any manner whatsoever without UEFA's prior written approval is strictly prohibited;
8. UEFA shall not be required to invite the Company to participate in the Tender and reserves the right to organise any services related to the Tender, re-open part of or the entire tendering process at a later stage or to cancel the Tender in its entirety;
9. this Statement of Undertaking and any related documentation shall be governed by and construed in accordance with the substantive laws of Switzerland. The place of jurisdiction shall be Nyon, Switzerland.

By submitting this Statement of Undertaking (where capitalised terms shall have the meaning as defined in the ITT, unless otherwise defined herein), I/we confirm that I/we have read and understood the foregoing terms and conditions issued by UEFA regarding the process for selection of a candidate(s) to provide ticket control and fulfilment services for the UEFA Champions League™ seasons 2019/2020 and 2020/2021 (specifically excluding the final match in each season), and agree that the Company which I/we duly represent is bound by such terms and conditions.

Signature: _____

Name and Title: _____ Date: _____

Place: _____

Official Stamp:

APPENDIX 6 - SUSTAINABILITY

UEFA is committed to a sustainable development long-term strategy, ensuring that its business is conducted in a way that is environmentally sound, economically viable, and socially responsible. UEFA aims to encourage high standards of environmental and social performance amongst its suppliers and their supply chains, particularly in the organisation of UEFA events.

As a result, UEFA requires that the Successful Applicant gives due regard to the following principles, extracted from the United Nations Global Compact (www.unglobalcompact.org), in connection with the products and services they supply:

- **Human Rights:** The Successful Applicant should support and respect the protection of internationally proclaimed human rights and make sure that they are not complicit in human rights abuses.
- **Labour:** The Successful Applicant should uphold the freedom of association and the effective recognition of the right to collective bargaining, the elimination of all forms of forced and compulsory labour, the effective abolition of child labour, and the elimination of discrimination in respect of employment and occupation.
- **Environment:** The Successful Applicant should support a precautionary approach to environmental challenges, undertake initiatives to promote greater environmental responsibility and encourage the development and diffusion of environmentally friendly technologies.
- **Anti-Corruption:** The Successful Applicant should work against corruption in all its forms, including extortion and bribery.

The Successful Applicant also agrees to inform UEFA about:

- any demand or act when providing the Services that would not be consistent with these principles; and
- every initiative undertaken by the Successful Applicant aiming to promote and respect these principles.

Moreover, all Applicants are required to present information regarding sustainable development strategy or initiatives regarding environmental protection and social responsibility already implemented within its organisation.

Each UEFA event is organised with the following priorities:

- Optimise transport operations (general public, logistic and officials) to reduce carbon emissions;
- Enhance local employment (specifically in regions with high unemployment rate);
- Ensure optimal waste management through 3R strategy – reduce, reuse, recycle – in stadiums and venues;
- Reduce energy consumption and promote use of greener energies;
- Promote a responsible sourcing of products and services;
- Ensure accessibility of the event for disabled persons;
- Deploy anti-racism measures; and
- Implement a tobacco-free policy within stadia and venues.

UEFA events may be evaluated through the Sustainable Development project by producing a 'one-year-to-go' report before each event, and a complete reporting post-event based on the Global Reporting

Initiatives (GRI) Guidelines (www.globalreporting.org). In this regard, the Successful Applicant may be requested to deliver data on the service or products which it provides for an event.

Applicants shall provide appropriate information setting out how they will comply with the above requirements and any sustainable requirements specific to their industry and services.

Any additional item suggested by Applicants, in line with the current ITT and that could facilitate achieving these priorities during the event, will be taken into consideration by UEFA and be considered as important assets in the selection process.



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