

Annex

COMMITMENTS OF THE FAPL (NON-CONFIDENTIAL VERSION)

The FAPL hereby gives the following Commitments with regard to its marketing, sale and exploitation of the Rights on behalf of the Clubs, with effect from (but not prior to) the 2007/8 Season.

This is a non-confidential version of the Commitments made by the FAPL. Accordingly, certain provisions which are commercially confidential to the FAPL have been redacted in this version.

1. DEFINITIONS

"Audio-Visual Rights" means the Right(s) to make available audio-visual content (i.e. content comprising both visual and audible elements) of play during Premier League Matches either Live or Near-Live (but excluding Mobile Audio-Visual Rights).

"Bidder" means any person who makes a bid to acquire a Package from the FAPL in the course of the bidding process for that Package, whether that person is acting independently or as part of a Consortium, together with (a) any subsidiaries or holding companies of that person (b) any subsidiary of any holding company of that person or (c) any company ("**Controlled Entity**") over which that person has control whether constituted by rights or contracts (either separately or in combination) and having regard to the considerations of fact or law involved, including, without prejudice to the generality of the foregoing, (i) the ownership by that person of at least half of the share capital of the Controlled Entity (directly or indirectly), (ii) the power of that person to exercise more than half of the voting rights of the Controlled Entity (directly or indirectly) and/or (iii) the power of that person to appoint more than half of the members of the board of the Controlled Entity (directly or indirectly).

"Clip" means an excerpt which contains specific content in respect of a Premier League Match, such as a goal or key incident, and which does not comprise more than thirty (30) seconds of continuous action from the Premier League Match in question.

"Club" means a football Club that is from time to time a member of the FAPL.

"Commission" means the Commission of the European Union.

"**Commitments**" means the commitments made in this document.

"**Consortium**" means any two or more persons (natural or legal) that make a joint bid for any Package.

"**Core Rights**" means, in respect of each Package, the rights set out in Schedule 2.

"**FA**" means the Football Association of England.

"**FAPL**" means the FA Premier League Limited, a private limited company incorporated in England and Wales under the company number 02719699.

"**Independent Expert**" means an expert, independent of Bidders and the FAPL, appointed pursuant to paragraph 9.5 to decide which Premier League Matches would have together formed (i) any Live Audio-Visual Package (ii) any Near-Live Audio-Visual Package or (iii) any Package of National Radio Rights, to which paragraph 9.4.1 applies.

"**Interested Party**" means any person who requests a copy of the Invitation to Tender and signs a non-disclosure agreement with the FAPL.

"**Invitation to Tender**" means the invitation to tender for any category of Package(s) issued by or on behalf of the FAPL.

"**Live**" means that the relevant Right is available for exploitation at the same time as a Premier League Match is being played.

"**Live Audio-Visual Package**" means any Package of Audio-Visual Rights which is offered for Live broadcast.

"**Mobile Audio-Visual Rights**" means the Right(s) to make available audio-visual content (i.e. content comprising both visual and audible elements) of play during Premier League Matches by means of mobile wireless technology for viewing on Mobile Devices.

"**Mobile Device**" means any mobile telephone device or an equivalent handheld device such as a personal digital assistant whose display is designed to view visual content while the user of the device is in motion.

"**Monitoring Trustee**" means one or more natural or legal person(s), independent from the FAPL and the Commission, who is selected and appointed in accordance with the procedure at paragraph 7.9, and who has, inter alia, the duty to monitor the FAPL's compliance with the rules which apply to the sale of any Package in accordance with paragraphs 7.8 to 7.14.

"**National Radio Rights**" means the right, in each Season, to transmit live audio commentary, by means of national radio broadcast (whether analogue or digital), on Premier League Matches, for reception in all, or substantially all of, the United Kingdom.

"**Near-Live**" means, in respect of a Premier League Match, the transmission of such Premier League Match in the form of extended long form programming in circumstances where that transmission commences only after the end of that Premier League Match and takes place during the window of exploitation referred to in paragraph 4.3 of these Commitments.

"**Near-Live Audio-Visual Package**" means either of the two (2) Packages of Audio-Visual Rights which are offered for Near-Live broadcast.

"**Package**" means more than one Premier League Match sold as a single package of Rights.

"**Premier League**" means the domestic football league competition which is organised by the FAPL and in which the Clubs participate.

"**Premier League Match**" means a domestic league football match played between any two Clubs as part of the Premier League during the period commencing with the 2007/8 Season.

"**Rights**" means any or all centrally marketed Audio-Visual Rights, Mobile Audio-Visual Rights or national radio Rights made available by the FAPL in respect of Premier League Matches for exploitation within the United Kingdom only.

"**Season**" means each separate and distinct football season which commences with the first Premier League Match of the season, usually in August of any given year, and ends with the last Premier League Match of the season, usually in May of the following year.

"**showcase**" means, in respect of a football competition, to display and promote that competition.

"**Top 5 Club Match**" means a Premier League Match played in a Season which features at least one Club which finished in one of the top 5 positions of the Premier League table at the end of the immediately preceding Season.

"**UEFA**" means the Union of European Football Associations.

"**UEFA Window**" means the period from time to time specified by the FA, acting pursuant to article 48 of (or any successor, replacement or equivalent provision in) UEFA's broadcasting regulations, during which the audio-visual transmission of football is prevented and is currently from 14:45 to 17:15 on any Saturday.

2. PACKAGES OF PREMIER LEAGUE RIGHTS

2.1 The FAPL shall offer for sale, on the basis set out in these Commitments, separate Packages of (i) Live Audio-Visual Rights, (ii) Near-Live Audio-Visual Rights, (iii) Mobile Audio-Visual Rights and (iv) National Radio Rights, by means of the sales processes set out at paragraphs 7 and 8. The FAPL shall also be entitled to offer additional package(s) of rights.

2.2 The FAPL shall require that all Live transmissions of Premier League Matches as part of any Live Audio-Visual Package(s) which are made by satellite must, as a general rule, not be capable of being received and viewed outside of the licensed territory of the relevant Bidder. However, the FAPL agrees, and shall specify in its Invitations to Tender, that, as an exception to that general rule, if a free-to-air broadcaster in the United Kingdom chooses not to encrypt its satellite signal or "black out" its Live satellite transmissions of Premier League Matches but wishes to simulcast its Live transmissions of Premier League Matches by means of an unencrypted satellite signal, it shall be entitled to do so subject to the following conditions:

2.2.1 the relevant broadcaster must make its Live unencrypted satellite transmissions of Premier League Matches by means of the Astra 2D satellite (or another satellite whose footprint is not more extensive in any European country than that of the current Astra 2D satellite footprint in that European country); and

2.2.2 the relevant broadcaster shall be required to pay to the FAPL an annual "overspill" levy, in respect of the overspill of such broadcaster's unencrypted signal in both the Republic of Ireland and continental Europe of no more than six per cent (6%) of the Annual Licence Fee.

The levy shall amount to a percentage of the annual licence fee offered by the relevant broadcaster as part of its successful bid for the relevant Live Audio-Visual Package (the "**Annual Licence Fee**"), shall be specified in the FAPL's Invitation to Tender, shall be payable in addition to the Annual Licence Fee and shall be a good faith pre-estimate of the financial loss which will be suffered by the FAPL as a result of the overspill of the relevant free-to-air broadcaster's unencrypted satellite signal.

If any free-to-air broadcaster is successful in its bid for any Live Audio-Visual Package, the FAPL shall be entitled to make its award of that Live Audio-Visual Package, and the exploitation of that Live Audio-Visual Package by the relevant broadcaster, subject to the conditions set out in paragraphs 2.2.1 and 2.2.2 above.

- 2.3 No Bidder, or potential Bidder, shall be involved in any way in any adjudication process by which the FAPL determines the award of Packages.
- 2.4 Each Package of Rights shall be offered for a period of three (3) consecutive Seasons.
- 2.5 Without prejudice to paragraph 2.3 above, the FAPL shall offer and award the Live Audio-Visual Packages and the Near-Live Audio-Visual Packages on a technologically neutral basis in respect of the delivery systems and technologies by which the Core Rights in those Packages are capable of being exploited.
- 2.6 The FAPL will offer each Live Audio-Visual Package and each Near-Live Audio-Visual Package for exploitation by the relevant Licensee (at its election) on a free-to-air basis, on a pay-per-view basis and/or on a pay television subscription basis.

3. LIVE AUDIO-VISUAL RIGHTS

- 3.1 The FAPL shall make available for sale those six (6) Packages of Live Audio-Visual Rights which are described in Schedule 1 and which shall, in the aggregate, consist of one hundred and thirty-eight (138) Premier League Matches per Season.
- 3.2 The FAPL shall ensure, and shall specify in the Invitation to Tender in respect of the Live Audio-Visual Packages, that no single Bidder (including a Bidder acting on its own for some Live Audio-Visual Packages and as part of a Consortium or Consortia for each of the others) shall be awarded all of the Live Audio-Visual Packages exclusively by the FAPL. For the purposes of these Commitments, this undertaking of the FAPL shall be referred to as the "**Single Buyer Rule**".
- 3.3 The FAPL shall ensure that, subject to paragraph 3.4 below, the holder of each Live Audio-Visual Package is able to showcase the Premier League competition in each Season.
- 3.4 The FAPL shall ensure that each Live Audio-Visual Package comprises a range of Premier League Matches. Accordingly, in each Season:

3.4.1 each Club shall feature in a minimum number of Premier League Matches selected for Live broadcast as part of each Live Audio-Visual Package; and

3.4.2 no single Club shall feature in more than a specified maximum number of Premier League Matches selected for Live broadcast as part of each Live Audio-Visual Package,

in each case, as such minimum and maximum number are set out as part of the description of the relevant Live Audio-Visual Package in Schedule 1.

3.5 The FAPL shall ensure that in each Season not less than eighty (80) Top 5 Club Matches shall be available for selection as part of each Live Audio-Visual Package.

3.6 The FAPL shall ensure that the selection of Premier League Matches for Live broadcast as part of each Live Audio-Visual Package shall take place on the basis of the priorities set out in Schedule 1.

3.7 The FAPL shall require from successful Bidders through appropriate contractual terms that the Commitments set out in paragraphs 3.2 to 3.6 above are not defeated and shall remain in full force and effect for the duration of all relevant contracts for the Live Audio-Visual Packages.

4. NEAR-LIVE AUDIO-VISUAL RIGHTS

4.1 The FAPL shall make available for sale two (2) balanced Packages of Near-Live Audio-Visual Rights. Each such Package shall consist of one hundred and twenty-one (121) Premier League Matches per Season which have not been broadcast Live. The two (2) Near-Live Audio-Visual Packages shall therefore, in the aggregate, comprise all two hundred and forty-two (242) Premier League Matches per Season not broadcast Live.

4.2 The FAPL shall ensure that, subject to paragraph 4.1 above, each holder of a Near-Live Audio-Visual Package is able to showcase the Premier League competition in each Season.

- 4.3 The Near-Live transmission of Premier League Matches as part of each Near-Live Audio-Visual Package shall take place during a window of exploitation which shall commence at 22:00 hours on the day of the match EXCEPT THAT, in respect of Premier League Matches played on a Saturday, one selected Premier League Match only may be shown at 20:30 hours (full 90 minutes coverage only) as part of a single Near-Live Audio-Visual Package and the window of exploitation shall in any event commence upon completion of the Saturday evening free-to-air highlights programme on each Saturday, if earlier than 22:00 hours.
- 4.4 The provisions of paragraph 2.2 above shall also apply mutatis mutandis to the Near-Live Audio-Visual Packages save that, for the purposes of this construing paragraph 4.4, all references in paragraph 2.2 to "Live" shall be read as references to "Near-Live".

5. MOBILE AUDIO-VISUAL RIGHTS

- 5.1 The FAPL shall make available at least one (1) Package of Mobile Audio-Visual Rights which shall in aggregate consist of Clips of all Premier League Matches.
- 5.2 The FAPL shall not impose any holdback on the time at which Mobile Audio-Visual Rights may first be used in relation to any Premier League Match. However, no transmission of any Clip of any Premier League Match may be made at any time during the UEFA Window for so long as the provisions of UEFA Article 48 (or any successor or replacement provision(s), including any regulations made thereunder) apply to transmissions by means of mobile wireless technology during the UEFA Window.

6. NATIONAL RADIO RIGHTS

- 6.1 The FAPL shall make available seven (7) balanced Packages of National Radio Rights. Each such Package shall comprise the right to make a Live national radio broadcast of thirty-two (32) Premier League Matches per Season. The Packages shall comprise (in the aggregate) two hundred and twenty-four (224) Premier League Matches per Season for Live national radio broadcast.
- 6.2 In addition, in the event that all seven (7) such Packages of National Radio Rights are won by the same Bidder (the "**Relevant Buyer**") or one or more such Packages of National Radio Rights are won by that Bidder and the remainder of

those Packages are won by a Consortium including that Bidder, the FAPL shall make available through a further sales process an additional package comprising the right to make a Live national radio broadcast of an additional thirty-two (32) Premier League Matches per Season. The FAPL shall specify that that additional national radio Package will not be awarded to the Relevant Buyer by the FAPL.

- 6.3 The FAPL shall ensure that each Premier League Match shall continue to be available for sale by the individual Clubs playing in that Premier League Match to regional radio broadcasters for Live radio broadcast on a non-exclusive basis. In addition, each Club shall be entitled to make available a commentary on all of its home Premier League Matches by means of a Live audio-stream on its Club website.

7. BIDDING PROCESS - GENERAL

- 7.1 The FAPL shall offer all Packages for sale in accordance with the bidding process set out in this paragraph 7. There shall be additional obligations upon the FAPL in respect of the sale of the Live Audio-Visual Packages which are set out in paragraph 8 below.
- 7.2 All Packages shall be offered by means of a transparent and non-discriminatory procedure. Accordingly, the FAPL shall (and the FAPL's Invitation to Tender in respect of each Package shall state that the FAPL shall) communicate simultaneously and clearly to all interested parties the process and rules which are to apply in respect of each and every stage of the sales process for that Package (together with any amendments to, or clarifications of, the process, rules and/or terms of the offer of that Package).
- 7.3 The rules which shall apply at each stage of the sales process for each Package shall be applied in a fair and non-discriminatory way as between all Bidders for that Package. The FAPL shall allow a reasonable period of time for parties to respond at each stage of the sales process.
- 7.4 In respect of each Package, the FAPL shall be entitled to set a reserve price below which it would not be prepared to sell that Package.
- 7.5 The FAPL will require that a separate, standalone bid is submitted for each Package of Rights for which each Bidder bids.

- 7.6 The FAPL shall (and the Invitation to Tender in respect of each Package of Rights shall state that the FAPL shall), subject to Club approval and save as set out in paragraph 8 in respect of the Live Audio-Visual Packages, award each Package of Rights to the Bidder who has submitted the highest compliant standalone bid for that Package which meets any reserve price set for that Package.
- 7.7 Accordingly, the FAPL undertakes that, when determining to whom a Package should be awarded, it shall disregard:
- 7.7.1 each bid for that Package which is not a standalone bid for that Package (as agreed with the Monitoring Trustee pursuant to paragraph 7.8.2 below); and
- 7.7.2 every condition or variation which has the effect of increasing or decreasing the value of any Bidder's standalone bid for that Package.
- 7.8 The FAPL undertakes that:
- 7.8.1 all bids for a Package will first be opened or read in the presence of the Monitoring Trustee;
- 7.8.2 the FAPL will then agree with the Monitoring Trustee which of the bids for that Package is, and which is not, a standalone bid. If the FAPL agrees with the Monitoring Trustee that a Bidder has not submitted a standalone bid for a Package, the FAPL shall invite that Bidder promptly to submit a standalone bid for that Package within a period determined by the FAPL (acting reasonably). If the Monitoring Trustee considers that a Bidder has submitted a standalone bid for a Package but the FAPL disagrees, the view of the Monitoring Trustee shall prevail and the FAPL shall be entitled to accept that bid for that Package. If the Monitoring Trustee considers that a Bidder has not submitted a standalone bid for a Package but the FAPL disagrees, the Monitoring Trustee shall be required to give written directions as to how the relevant bid should be re-submitted as a standalone bid and the FAPL shall invite the relevant Bidder promptly to comply with those directions and, therefore, to re-submit its bid as a standalone bid for the relevant Package. If the relevant Bidder does not re-submit its bid as a standalone bid in accordance with

such directions, the view of the Monitoring Trustee shall prevail and the FAPL shall not be entitled to accept the first bid submitted by that Bidder.

7.8.3 the FAPL will ensure that the amount of the rights fee offered by any Bidder for a Package is not disclosed to any other Bidder in the course of the sales process for that Package.

7.9 At least thirty days (30) days prior to the issue of the Invitation to Tender in respect of any Package, the FAPL shall provide to the Commission a shortlist containing at least three (3) out of the five (5) accountancy firms listed below (a "**FAPL Nominee**") and, within fourteen (14) days after receipt of the shortlist, the Commission shall select and notify the FAPL in writing which FAPL Nominee it has selected from the shortlist, to act as the independent Monitoring Trustee in respect of that Package. The five accountancy firms in question are Pricewaterhousecoopers, KPMG, Ernst & Young, Grant Thornton and BDO Stoy Hayward. At least seven (7) days prior to the issue of the invitation to tender in respect of any Package, the FAPL shall appoint the FAPL Nominee so selected by the Commission under a trustee's mandate in accordance with paragraph 7.10 below. The FAPL shall, in addition to the mandate, set the parameters of a work plan to the extent necessary to define further the Monitoring Trustee's functions. Once a FAPL Nominee has been selected and appointed to act as the Monitoring Trustee in accordance with this paragraph 7.9 in respect of the sales process for a particular category of Rights (e.g. Live Audio-Visual) Packages, the FAPL shall be entitled to appoint such FAPL Nominee to act as the Monitoring Trustee for any other category or categories of Rights (e.g. radio) Packages without repeating the process described above in this paragraph 7.9.

7.10 The FAPL will upon signing of these Commitments provide the Commission with a draft mandate in order for it to verify that the mandate is consistent with the terms of these Commitments. The FAPL will agree with the Commission any modifications deemed necessary to ensure that the mandate is consistent with these Commitments.

7.11 The Monitoring Trustee shall be required to:

7.11.1 ensure, at each stage of the sales process, that each interested party receives from the FAPL such information as is necessary for such party to

participate in that process including, in the case of any auction process, the auction rules which shall apply to and govern that process; and

7.11.2 monitor each bidding round or stage of the sales process for a Package in order to verify the FAPL's compliance with the rules which apply to the sale of that Package (including, the making of any decision to award a Package of Rights at any round or stage).

7.12 Following the end of the bidding process for each Package, the FAPL shall require that the Monitoring Trustee shall compile a written report which confirms whether the FAPL has complied with the rules which apply to the final round or stage of the sales process in respect of that Package. The FAPL shall require that such report is supplied directly by the Monitoring Trustee to the Commission (and that a copy is simultaneously provided to the FAPL) and to any Bidder who makes a written request to the FAPL for a copy of the same (the right to receive a copy of such report having been set out in the relevant Invitation to Tender) and who has agreed with the Monitoring Trustee to keep the contents of such report confidential.

7.13 Any reserve price for any Package shall also be lodged with the Monitoring Trustee prior to the final bidding round or stage of the sales process for that Package together with the methodology used for setting the amount of that reserve price.

7.14 The FAPL undertakes that, following the end of the bidding process for each Package for which a reserve price has been set, the Monitoring Trustee will establish, and will supply to the FAPL a short report confirming, whether the reserve price for such Package has been met. Within twenty-four (24) hours after receipt of such report, the FAPL will supply a copy of such report to the Commission by e-mail.

8. BIDDING PROCESS - LIVE AUDIO-VISUAL PACKAGES

8.1 The FAPL shall offer those six (6) Live Audio-Visual Packages which are described in Schedule 1 for sale in accordance with the provisions of paragraph 7 and the additional provisions set out in this paragraph 8.

- 8.2 The Invitation to Tender may state that the FAPL reserves the right to award any Live Audio-Visual Package to the Bidder who, in the opening round of bidding for any Live Audio-Visual Package, submits the highest compliant standalone bid for that Live Audio-Visual Package which meets any reserve price set for that Live Audio-Visual Package (each, an "**Opening Round Award**"). If the Invitation to Tender so states and the FAPL makes an Opening Round Award of a Live Audio-Visual Package, the opening round of bidding for that Live Audio-Visual Package shall be the final round of bidding for that Live Audio-Visual Package.
- 8.3 If an Opening Round Award is not made in respect of any Live Audio-Visual Package(s) as set out above in paragraph 8.2, the sales process for such Live Audio-Visual Package(s) shall continue until the FAPL declares the final round or stage of the sales process (which may include, for example, a multi-round auction of any Live Audio-Visual Package(s)) by notifying each Bidder in advance that the immediately following round or stage shall be the final round or stage (and providing, where necessary, detailed rules as to the conduct of that final round or stage).
- 8.4 Subject to the application of the Single Buyer Rule in accordance with paragraph 3.2 above and the approval of the Clubs, each Live Audio-Visual Package shall be awarded to the Bidder who has submitted the highest compliant standalone bid during the final round or stage of bidding and has achieved any reserve price set for that Relevant Package.

[The remainder of Clause 8 has been redacted for reasons of commercial confidentiality.]

9. UNSOLD AND UNEXPLOITED/UNUSED RIGHTS

- 9.1 **Unsold/Unexploited Rights:** If, twenty-four (24) hours prior to the scheduled kick-off time of the first Premier League Match of any Season, any Live Audio-Visual Package is unsold and unexploited by the FAPL then the procedure at paragraph 9.4 shall apply in relation to the relevant Live Audio-Visual Package. In addition, if following the conclusion of the fourth full fixture programme in respect of any Season, any Near-Live Audio-Visual Package, any National Radio Rights Package (which is required to be made available by the FAPL in accordance with section 5 above) and/or the Mobile Audio-Visual Rights Package is unsold and unexploited by the FAPL then the procedure at paragraph 9.4 shall apply in relation to the relevant Package.

9.2 **Obligation to Use:** The FAPL shall ensure that each purchaser of any Package of Rights will be subject to a contractual obligation to exploit the Core Rights in that Package save where objective reasons make this impossible. The FAPL shall ensure that a material or persistent failure by a purchaser of a Package to comply with the obligation to exploit the Core Rights in that Package (save where objective reasons make this impossible) will result in a termination of the licence granted by the FAPL in respect of that Package for breach of the purchaser's contractual obligations.

9.3 **Failure to Use:** On termination of a licence for breach of contract pursuant to paragraph 9.2 in respect of:

9.3.1 any Live Audio-Visual Package, any Near-Live Audio-Visual Package or any National Radio Rights Package, the FAPL must offer the relevant Live Audio-Visual Package, Near-Live Audio-Visual Package or National Radio Rights Package (as the case may be) for resale in accordance with these Commitments. If the FAPL fails to resell the relevant Live Audio-Visual Package, Near-Live Audio-Visual Package or National Radio Rights Package (as the case may be) within three (3) months of such termination, the provisions of paragraphs 9.4, 9.5 and 9.6 of these Commitments shall apply to the relevant Package;

9.3.2 the Mobile Audio-Visual Rights Package, the FAPL must offer the Mobile Audio-Visual Rights Package for resale in accordance with these Commitments. If the FAPL fails to resell the Mobile Audio-Visual Rights Package within three (3) months of such termination, the provisions of paragraphs 9.4 and 9.6 of these Commitments shall apply to the Mobile Audio-Visual Rights Package.

9.4 **Unsold/Unexploited Rights and Failure to Use - Consequences:** In the event that by virtue of paragraph 9.1 or 9.3 the provisions of this paragraph 9.4 apply to a Package, then each home Club shall be entitled for the remainder of that Season:

9.4.1 if the relevant Package is a Live Audio-Visual Package, Near-Live Audio-Visual Package or National Radio Rights Package, to exploit the core Rights in respect of those Premier League Matches in which it is scheduled to play at home and which would have fallen within the relevant

Package. The identity of the Premier League Matches which would have fallen within the relevant Package shall be determined by an Independent Expert in accordance with paragraph 9.5;

9.4.2 if the relevant Package is the Mobile Audio-Visual Rights Package, to exploit the core Rights in respect of those Premier League Matches in which it is scheduled to play at home and which would have fallen within the Mobile Audio-Visual Rights Package.

For the avoidance of doubt, the exploitation by a Club of the core Rights in respect of its home Premier League Matches as set out above shall be subject to the same obligations, rules and requirements (other than the Single Buyer Rule) as would otherwise have applied if the relevant Package had been sold centrally by the Premier League and none of the scenarios set out at paragraphs 9.1 and 9.3 (i.e. a failure by the FAPL to sell and exploit or (as the case may be) re-sell) had occurred in relation to the relevant Package.

In addition, the core Rights in respect of a Club's home Premier League Matches cannot be sold in such a way as to allow a user to produce a product which runs counter to the interests of the FAPL or the holders of the centrally-marketed Packages through the production of a bundled product or which otherwise undermines the benefits of central branding and/or marketing.

9.5 **Independent Expert Mechanism:** In order to ascertain the identity of the Premier League Matches which would have fallen within any Live Audio-Visual Package(s), Near-Live Audio-Visual Package or Package(s) of national radio Rights referred to at paragraph 9.4.1 above, then:

9.5.1 an Independent Expert shall be appointed by the FAPL;

9.5.2 the appointed Independent Expert shall pick the Premier League Matches which would have fallen within the relevant Live Audio-Visual Package(s), Near-Live Audio-Visual Package(s) or Package(s) of national radio Rights (as the case may be). In doing so, the Independent Expert shall comply with all of the rules relating to the composition of Live Audio-Visual Packages, Near-Live Audio-Visual Packages or Package(s) of national radio Rights (including those relating to the picking of Premier

League Matches for the relevant Package) and shall act as if he were a commercial broadcasting entity;

9.5.3 the Independent Expert shall act as an expert and not as an arbitrator or mediator. The Independent Expert's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud;

9.5.4 if the Independent Expert is unable to comply with paragraph 9.5.2, a new Independent Expert shall be appointed by the FAPL.

9.6 Notwithstanding any termination of a licence for breach of contract pursuant to paragraph 9.2, the FAPL shall retain parallel, non-exclusive rights (together with each Club pursuant to paragraph 9.4 above in relation to its home Premier League Matches) to continue to seek a buyer for any or each Package to which such termination relates. Following the end of the Season in which the relevant licence was terminated, the FAPL shall have the exclusive right, during the relevant close season period, to seek a buyer for each such Package. In the event that the FAPL does not award any such Package(s) prior to the date falling two (2) weeks prior to the start of the immediately following Season, the provisions of paragraph 9.4 shall apply to each such Package for the immediately following Season subject to the parallel, non-exclusive rights of the FAPL to continue to seek a buyer for each such Package.

10. CLUB RIGHTS

10.1 In addition to any Rights which any home Club may be entitled to exploit pursuant to paragraph 9.4, each Club may exploit its home and away Premier League Matches (but not any Premier League Match in which it did not participate):

10.1.1 on its Club channel or regional Club channel (i.e. a single club channel which features no more than three (3) Clubs from the same geographic area in the United Kingdom) provided that no transmission of any Premier League Match may be made on any such channel prior to 18.00 hours on Sunday (in the case of Premier League Matches played on a Saturday) or midnight on the day of the relevant Premier League Match (in the case of Premier League Matches not played on a Saturday);

- 10.1.2 on its Club website at any time after midnight on the day of the relevant Premier League Match provided that the relevant Club employs effective geo-blocking (or equivalent) technology in relation to its Club website so that reception and viewing of footage of its Premier League Matches by persons ordinarily resident outside the EEA is precluded. However, if that Club does not so employ effective geo-blocking (or equivalent) technology, that timing restriction (i.e. midnight on the day of the relevant Premier League Match) shall not apply and, instead, no Premier League Match may be made available on such website prior to (i) midnight on Sunday (in respect of Premier League Matches played on a Saturday), (ii) 22.00 hours on Monday (in respect of Premier League Matches played on a Sunday) or (iii) midnight on the day of the Premier League Match (in respect of Premier League Matches played on any day other than Saturday or Sunday); and
- 10.1.3 on a Clips basis as part of its Club mobile offering provided that no transmission of any Premier League Match may be made available as part of such Club mobile offering prior to the expiry of the period ending twelve (12) hours after the end of that Premier League Match.
- 10.2 Any Club who does not exploit any of the rights referred to in paragraph 10.1.1 above may instead sub-license to a third party broadcaster the right to make a single broadcast of each of its home Premier League Matches in the form of extended long form programming provided that no broadcast of any such Premier League Match by the relevant third party broadcaster may commence:
- 10.2.1 in the case of Premier League Matches played on a Saturday, prior to midnight on the next day (i.e. Sunday); or
- 10.2.2 in the case of all other Premier League Matches, prior to the expiry of a twenty (24) hour period following the end of the relevant Premier League Match; or
- 10.2.3 after the start of the immediately following full fixture programme of Premier League Matches.

10.3 In addition, the Club rights referred to in paragraph 10.2 cannot be sold in such a way as to allow a user to produce a product which runs counter to the interests of the FAPL or the holders of the centrally-marketed Packages through the production of a bundled product or which otherwise undermines the benefits of central branding and/or marketing. Therefore, without prejudice to the generality of the foregoing:

10.3.1 no more than two (2) Clubs may sell to the same broadcaster their home match out of any full fixture programme of ten (10) Premier League Matches; and

10.3.2 broadcasters must ensure that in any programme based to any extent on rights sold by the Clubs, the broadcast of a single Club's home match does not exceed fifty per cent (50%) of the total duration of that programme and that the broadcast of the home matches of any two (2) Clubs does not exceed seventy per cent (70%) of the total duration of that programme.

11. MISCELLANEOUS

11.1 Unless stated otherwise, all capitalised terms in these Commitments shall have the meaning given to them in paragraph 1.

11.2 All section and paragraph numbers refer to the sections and paragraphs of these Commitments.

11.3 Any headings are for information only and do not form part of these Commitments.

11.4 The conditions set out in these Commitments shall apply to the marketing, sale and exploitation of the Rights for a period of six (6) consecutive Seasons with effect from (but not prior to) the 2007/08 Season.

11.5 These Commitments shall be binding on the FAPL, its subsidiaries, successors and assigns and the FAPL shall ensure that its subsidiaries, successors and assigns comply with these Commitments. These Commitments apply only to the sale and exploitation of Packages of Rights.

11.6 In the event that the FAPL does not obtain the approval of the Clubs to the award of any Package, that shall not relieve the FAPL from its obligation to comply with the terms of these Commitments which apply to the award of that Package.

11.7 These Commitments are made by the FAPL in accordance with Article 9 of Regulation 1/2003 in order to meet the concerns expressed by the Commission.

Signed for and on behalf of the FA Premier League Limited:

Signature _____

Name _____

Position _____

Date _____

SCHEDULE 1

Live Audio-Visual Packages

6 Live Audio-Visual Packages of 23 Matches each

		Picks					Per Club	
		1st	2nd	3rd	4th	Total	Max	Min
Packages	A	23				23	4	1
	B		23			23	4	1
	C			23		23	5	1
	D		8		15	23	5	1
	E	5		9	9	23	4	0
	F	10	7	6		23	4	1
	Total	38	38	38	24	138	26	5

Each Season consists of thirty-eight (38) rounds of ten (10) Premier League Matches (each, a "Round").

The FAPL shall implement a mechanism to ensure that the licensee of each Live Audio-Visual Package is required to make its selection of the Rounds in relation to which such licensee wishes to exercise a priority pick in such a way that the holder of any other Live Audio-Visual Package (whose pick has the same or a lower priority) is given sufficient advance notice of the priority of pick that such licensee wishes to exercise in relation to each Round.

For example, the holder of Live Audio-Visual Package B would be required to designate the twenty-three (23) Rounds in relation to which it wishes to exercise its second choice pick in such a way that the holder of each of Live Audio-Visual Packages D and F is given sufficient advance notice of each of the remaining Rounds in relation to which a second choice pick is available.

SCHEDULE 2

Core Rights

The "**Core Rights**" in each Package are as follows:

1. LIVE AUDIO-VISUAL PACKAGES

In respect of each of the six (6) Live Audio-Visual Packages, the right, in each Season, to make a live transmission of each of the twenty-three (23) Premier League Matches comprised in that Live Audio-Visual Package.

2. NEAR-LIVE AUDIOVISUAL PACKAGES

In respect of each Near-Live Audio-Visual Package, the right, in each Season, to make a single extended long-form transmission of each of the Premier League Matches comprised within that Near-Live Audio-Visual Package which are not transmitted live by any licensee(s) of the Live Audio-Visual Packages.

3. MOBILE PACKAGE

In respect of the Package of Mobile Audio-Visual Rights, the right to make available a single Clip package in respect of each of the three hundred and eighty (380) Premier League Matches per Season by means of mobile wireless technology for viewing on mobile devices.

4. NATIONAL RADIO RIGHTS PACKAGES

In respect of each Package of National Radio Rights, the right, in each Season, to transmit live audio commentary, by means of national radio broadcast (whether analogue or digital), on each Premier League Match comprised within that Package.