



International Cricket Council

Invitation to Tender

Cinema Screening Rights for the ICC Cricket World Cup 2019

Strictly Private and Confidential

27 August 2018

1. INVITATION TO TENDER

1.1. Purpose of the Invitation to Tender

IBC is issuing this ITT to invite Qualified Persons to submit Bids for the Rights in relation to the ICC Cricket World Cup 2019 ("**Event**").

This ITT sets out the Rights to be tendered for by potential Bidders and the terms and conditions on which such Rights may be exploited. This ITT also sets out the Bid format, procedure and requirements.

1.2. Objectives

IBC's objectives in relation to the exploitation of the Rights can be summarised in principle as follows:

- (a) widening the appeal of the Event and cricket in general by maximising the exposure of the Event and the teams of the participating ICC Members;
- (b) providing greater opportunity for fans to access coverage of the Event;
- (c) generating revenue for the benefit of the sport to underpin the future growth and development of cricket;
- (d) diversifying fan engagement of the Event and the sport globally.

2. RIGHTS

Bidders are invited to submit Bids to acquire the Rights described below in the relevant Licensed Territory(ies) for the Term in accordance with the terms of this ITT.

2.1. Cinema Screenings

The Rights will comprise the right to make live transmissions of the Approved Transmissions of the Event by Cinema Screenings.

For the avoidance of doubt, the Rights only relate to live transmissions as Cinema Screenings and do not include any right to transmit any footage by any other means including but not limited to closed circuit TV; at facilities not primarily engaged in the business of exhibiting footage or in any fan zone. IBC reserve all such rights, and any other rights not forming part of the Rights, for further exploitation prior to the Event.

2.2. Commitment by Licensee

- (a) Live transmissions

Each Licensee must:

- (i) transmit on a live basis using the Live Feed, all Matches (including anthems and/or post-Match presentations) and Ceremonies which the Licensee commits to transmit as stated in the accepted Bid ("**Approved Transmissions**"). The current Match schedule is set out in Schedule 4;
- (ii) begin each live transmission at least 30 (thirty) minutes before the start of the each Approved Transmission and join the Live Feed at a time stipulated by IBC for the Event based on the relevant running order (which will be provided by the IBC to the Licensee 24 (twenty-four) hours before each Approved Transmission);
- (iii) transmit the Live Feed for each Approved Transmission without interruption;

- (iv) transmit full live coverage in the form of ball-by-ball audio-visual coverage of play in each Approved Transmission;
- (b) Other Obligations
 - (i) each Licensee of the Rights will be required to transmit an audio-visual promotion provided by IBC at the cinema locations agreed upon between the Licensee and the IBC, on a regular basis during the 14 (fourteen) days prior the Event;
 - (ii) each Licensee will be required to provide reasonable coverage of any further marketing activities undertaken by, or on behalf of, IBC directly relating to the Event;
 - (iii) each Licensee shall be obliged to undertake its own Event promotion and shall provide, for IBC's approval, a detailed marketing plan (which includes marketing and digital marketing to be undertaken at the location of the Cinema Screening) in respect of the Event;
 - (iv) Each Licensee shall be required to source Premiums only from IBC's licensing and merchandise partner, Velocity Brand Management (VBM), in accordance with the ICC Guidelines referred to in paragraph 2.9(d).

2.3. Territory

- (a) IBC intends that the Rights will be available for exploitation throughout the Territory. A list of suggested countries/territories within the Territory can be found in Schedule 5.
- (b) A Bidder may make a Bid for the Territory as a whole or for one or more parts of the Territory. A Bid should state clearly which parts of the Territory it relates to (each a "**Licensed Territory**").

2.4. Term

The term of all Cinema Rights Agreements in relation to the Event will commence on signature and shall expire on 15th July 2019 ("**Term**").

2.5. Exclusivity or non-exclusivity

- (a) A Bidder may make a Bid for exclusive or non-exclusive Rights with regard to the Licensed Territory. Each Bidder should specify in its response whether the Bid is for exclusive or non-exclusive Rights.
- (b) IBC will, at its sole discretion, grant the Rights on an exclusive or non-exclusive basis, subject to Applicable Law. In the event the Rights granted to a Licensee have been granted on an exclusive basis with respect to a Licensed Territory, IBC will not grant to any other person the right to make live transmissions of the Approved Transmissions within the Licensed Territory during the Term.

2.6. Sub-Licensing

- (a) Each Bid is required to specify whether the Bidder wishes to acquire sub-licensing rights in relation to the Rights. IBC will, at its sole discretion, determine whether to include sub-licensing Rights, to each Licensee, subject to Applicable Law. If agreed, Licensees may sub-license the Rights and on the conditions set out in this paragraph 2.6 and the Cinema Rights Agreement.
- (b) Any sub-licence must be on the following conditions:
 - (i) the sub-licensee and its products and services must be of good repute;

- (ii) any further dealing or sub-licensing by the sub-licensee shall be prohibited;
- (iii) the sub-licensee must covenant to comply with the provisions of the Cinema Rights Agreement relating to the rights which are the subject of the sub-licence and such consent must be directly enforceable by IBC;
- (iv) the sub-licence must reserve to the Licensee rights of immediate termination of the sub-licence on the occurrence of any of the events provided for in the Cinema Rights Agreement (as if the references therein to the Licensee and the Cinema Rights Agreement were references to the sub-licensee and the sub-licence); and
- (v) the sub-licence shall terminate if the Cinema Rights Agreement between IBC and Licensee terminates;
- (vi) the sub-licence shall, at IBC's option, be automatically novated to if the Cinema Rights Agreement between IBC and Licensee terminates;

and the Licensee shall, if so requested by IBC, terminate or procure the termination of any sub-licence by reason of the occurrence of any such event which is reasonably considered by IBC to be material to IBC or the protection of IBC Property.

- (c) A complete copy of any and every document relating to any dealing in respect of all or any of the Rights shall be supplied by the Licensee to IBC within 30 (thirty) days after being entered into.
- (d) Any sub-licence entered into by a Licensee shall not affect in any way Licensee's responsibility or liability to IBC for performing all of its obligations in the Cinema Rights Agreement.

2.7. Locations of Cinema Screenings

Licensees of Rights in respect of Cinema Screenings may make transmissions of the Approved Transmissions at the cinema locations specified in the Bid(s) and/or at locations specifically approved of by the IBC in writing, subject to compliance with the provisions of the Cinema Rights Agreement.

2.8. Reporting

- (a) Licensees must complete a written report at the stages of the Event below signed by a duly authorised representative of the Licensee, in a form to be provided by IBC, regarding all Approved Transmissions by the Licensee no later than 24 (twenty-four) hours after each Approved Transmission:
 - (i) Pre-Event setting out details of the scheduled screenings and timings;
 - (ii) After 10 matches;
 - (iii) Half way through the Event;
 - (iv) Pre-final match;
 - (v) Post final match; and
 - (vi) Post Event.
- (b) Each Licensee shall submit further written reports relating to its compliance with the Cinema Rights Agreement obligations, audience figures and breakdown, ratings and other similar analytical and/or statistical data as required by IBC, no later than 7 (seven) days after the conclusion of the Event.

2.9. Additional Rights

- (a) Promotions using footage

The right to transmit Trailers at the approved Cinema Screening locations in the 30 (thirty) days prior to the first Match of the Event and during the Event itself, created from footage and archive material (provided by IBC), such right to be exercised in each case in order to promote the Approved Transmissions only and subject to IBC's prior written approval for Trailers produced by the Licensee.

(b) Still Images

The right to use for internal use and promotional and advertising purposes in order to advertise and promote the Approved Transmissions in the Licensed Territory still photography from the Event as made available by IBC in accordance with relevant ICC Guidelines and subject to IBC's approval of each such use on a case-by-case basis.

No rights are granted in relation to:

- (a) the names or colours of any teams or ICC members or any member marks; or
- (b) the names or images of any players, coaches, officials or other persons connected to any team and/or the Event nor to any other individual or entity.

Accordingly, Licensees shall not exercise any of the Rights in any way which creates the impression that it is endorsed by specific teams, ICC members, players, coaches, officials or other individuals or entities.

(c) Promotional Rights

The right to use the following marks within the Licensed Territory, in a manner which is approved by IBC, in order to advertise and promote its Approved Transmissions including off-air promotions in all cases subject to IBC's prior written approval:

- (i) the ICC Marks; and
 - (ii) the designation "*Official Cinema Partner of the ICC Cricket World Cup 2019*".
- (d) Premiums

The right to source and distribute Premiums in accordance with IBC Guidelines.

3. LIVE FEED SPECIFICATIONS

3.1. Feed

The Live Feed will be produced by or on behalf of IBC and will be of a first class international broadcast quality.

3.2. Modification to Live Feed Not Permitted

Licensees shall not edit, alter or interrupt the Live Feed except as advised in advance and agreed by IBC as a mandatory requirement under Applicable Law. Specifically, Licensees shall not copy, retransmit, edit, adapt, reformat, decrypt or in any way change the Live Feed.

3.3. Technical Arrangements

- (a) It is intended that IBC will make the Live Feed available to each Licensee via satellite (specifically *BT Tower* and/or *AsiaSat5*) for the purpose only of making Approved Transmissions.
- (b) Licensees will be responsible for the arrangements related to the downlink and subsequent onward relay of the Live Feed from the satellite transponder to its cinema locations.

4. OTHER KEY CONTRACTUAL TERMS

The engagement of any Licensee pursuant to this ITT is subject to the conclusion of the Cinema Rights Agreement between IBC (or such other ICC entity as IBC nominates) and the Licensee governing all rights and obligations related to the Rights. The Cinema Rights Agreement shall be prepared by IBC to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by IBC (whether arising from the specifications of the accepted Bid or otherwise). Some key principles in relation to the same are set out below:

Subject	Principle
<i>Payment Schedule</i>	<p>All monetary consideration to be payable in USD to IBC into a bank account designated by IBC and in accordance with the payment schedule set out in the Cinema Rights Agreement, without any deduction or set off. The Licensee is responsible for all taxes, deduction, withholdings etc as may be applicable to any consideration paid by the Licensee under the Cinema Rights Agreement.</p> <p>Any refund or reduction of the fees paid under the Cinema Rights Agreement will be on IBC's standard terms.</p>
<i>Costs</i>	<p>The Licensee shall be solely responsible for all costs and taxes incurred in exploitation of the Rights.</p>
<i>Assignment</i>	<p>The Licensee is neither entitled to assign, transfer, charge, contract or deal in any other manner with the ITT or a Cinema Rights Agreement or any rights under it nor subcontract any of its obligations under this ITT or a Cinema Rights Agreement in whole or in part, except as expressly provided in this ITT and the Cinema Rights Agreement.</p>
<i>Intellectual Property Rights</i>	<p>IBC will own and retain ownership of all Intellectual Property Rights in and to the Approved Transmissions, Live Feed, ICC Marks and other content, data and/or information made available to Licensees under a Cinema Rights Agreement.</p>
<i>Legal Compliance</i>	<p>The Licensee is responsible for all legal compliance under the Cinema Rights Agreement per Applicable Law. Licensee to keep IBC informed of any change in Applicable Law which may have an effect on the parties under the Cinema Rights Agreement.</p>
<i>Unauthorised access to Transmission</i>	<p>Licensee shall use technological means and also have in place an agreed system to prevent unauthorised access (whether by unauthorised</p>

	filming and/or streaming in the cinema locations or otherwise) to its Approved Transmissions.
<i>Liability</i>	<p>IBC is not liable to the Licensee for the cancellation, partial cancellation, postponement, abandonment, relocation or curtailment of the Event or part thereof or the failure of transmission of the Live Feed. IBC shall not be liable to the Licensee under the Cinema Rights Agreement for any indirect or consequential loss arising out of or in connection with the performance of its obligations under the Cinema Rights Agreement or any breach thereof even if it was advised in advance of the possibility of such loss or damage.</p> <p>IBCs maximum aggregate liability to the Licensee under the terms of the Cinema Rights Agreement will be a sum equivalent to the amount of the rights fee actually paid by the Licensee to IBC in respect of the Event.</p>
<i>Insurance</i>	IBC has no obligation to take out or maintain insurance cover in respect of the cancellation, partial cancellation, postponement, abandonment, relocation or curtailment of the Event or part thereof or the failure of transmission of the Live Feed.

5. BID FORMAT, PROCEDURE AND REQUIREMENTS

All Bids must fully comply with the terms, conditions and procedures required under this ITT.

Bids will be accepted only from Qualified Persons. In this context, "**Qualified Person**" means a cinema operator who is regarded by IBC (in its sole discretion) as having appropriate experience, infrastructure, reach, staffing, resources and standing to transmit audiovisual programmes and/or source licensees for the Rights in respect of the Event.

Bidders wishing to submit a joint Bid or to Bid as part of a consortium are permitted to do so, subject to the additional requirements set out in paragraph 5.2(a).

Bids which are conditional upon or subject to any conditions precedent will not be accepted, including, without limitation, in relation to the identity or arrangements regarding any hosts, Venues, participating teams or their performance and scheduling of Matches.

Each Bidder is solely responsible for itself obtaining all further information necessary or expedient for the purpose of making its Bid (and will be deemed to have done so before making any Bid) and compliance with this ITT.

5.1. Required Content of Bid Documentation

- (a) Bid Documents

All Bids must comprise:

- (i) an Offer Letter in the form set out in Schedule 1;

- (ii) details of the Bidder and its Bid as required by this ITT including Schedule 2, responding in full to all the requests and in the same sequence as set out in Schedule 2
- (iii) the supporting and other documents requested in Schedule 2 or separately by IBC.

The information in the responses to Schedule 2 must include the items set out in the following paragraphs.

(b) Corporate Information

The Bidder must provide full details and supporting documentation relating to the Bidder(s) signed by an authorised representative(s) of the Bidder(s) (specific details of the required information are set out in Schedule 2).

(c) Rights Bid For

Each Bidder must complete the table set out in Schedule 2 specifying:

- (i) the intended locations for Cinema Screenings;
- (ii) the relevant Matches and/or Ceremonies which it wishes to form part of the Approved Transmissions;
- (iii) whether Rights have been sought for an exclusive or non-exclusive basis;
- (iv) whether the Bidder wishes to have rights to sub-license; and
- (v) the total amount in US Dollars of its proposed monetary consideration, including a breakdown by each Licensed Territory included in its Bid.

(d) Financial Commitment

The Bidder must set out detailed financial commitments to IBC, including the monetary consideration offered and proposed payment schedule. All amounts must be stated in US Dollars and exclusive of VAT (if applicable) and any and all other tax.

(e) Plans

The Bidder must provide:

- (i) a detailed plan for its proposed coverage of the Event; and
- (ii) its proposals, including financial, for promoting the Event.

(f) Applicable Law

The Bidder must provide the following information and documentation relating to Applicable Law in the Licensed Territory:

- (i) confirmation that the Bid and its proposals for exploitation of the Rights comply with Applicable Law, and in particular that the Bidder holds all necessary national licences, authorisations or permissions from the competent national governmental or regulatory authority in the relevant country to exploit the Rights or, if none, an explanation and confirmation that the exploitation of the Rights is in conformity with Applicable Law;
- (ii) details as to the extent, if any, to which any Applicable Law prohibits or restricts public screenings, on-screen credits, broadcast sponsorship rights and advertising rights; and in particular would affect the ability of the Bidder to comply with the commercial obligations referred to in this ITT or exploit the Rights; and

(g) Warranty

Each Bidder in submitting its Bid warrants and undertakes to IBC that:

- (i) the information contained in its Bid is not false, incomplete or otherwise misleading; and
- (ii) if, following submission of its Bid, there is any change in its circumstances which may render such information false or otherwise misleading or otherwise adversely affect such information, it will promptly notify IBC in writing setting out the relevant details in full.

5.2. Bid Procedure and Process

(a) Timetable

The Bid process will be carried out in accordance with the following timetable ("**Timetable**"):

Item	Date
Release of ITT	27 August 2018
Clarification period	27 August – 17 September 2018
Closure of ITT (" Submission Deadline ")	21 September 2018
First review of Proposals	24 September – 4 October 2018
Shortlisting and clarification calls	4 October 2018 onward

Bidders are reminded that these dates may be amended by IBC, in its absolute discretion, for whatever reason and at any time.

(b) Joint Bids/Consortium Bids

If any Bidder wishes to submit a joint Bid or to submit a Bid as a member of a consortium (whether as partners, joint ventures or through another entity), the following conditions must be met by all those persons and any such entity ("**Joint Bidders**"):

- (i) the Joint Bidders shall be jointly and severally liable in respect of the actions and conduct of the other members in relation to the Bid and for the discharge of all liabilities and obligations of the Bidder under a Cinema Rights Agreement and a relevant statement to this effect shall be included in Bid documents;
- (ii) full details of the joint bidding arrangement and/or composition and nature of the consortium must be disclosed, including, without limitation, details of any allocation or division of the countries included in the Bid;
- (iii) the Bid shall be signed so as to be legally binding in its entirety on all of the Joint Bidders as joint and several principal obligors; and
- (iv) one of the Joint Bidders shall be exclusively and validly authorised by the other or others on behalf of the Joint Bidders to incur obligations and liabilities and receive communications on behalf of any or all the Joint Bidders in connection with the Bid process and to negotiate and execute any Cinema Rights Agreement on their behalf.

No person may submit more than one Joint Bid or be a member of more than one consortium, but otherwise any person may make more than one Bid.

(c) Global Bid

- (i) If a Bidder wishes to submit a Bid for the Rights for the whole of the Territory then it may do so (a "**Global Bid**").
 - (ii) Bidders making a Global Bid may Bid alone or together with any other Qualified Person (as part of a Joint Bid).
 - (iii) A Global Bid must be for the Rights as a whole, providing values for each Licensed Territory in accordance with the format set out in Schedule 2.
 - (iv) For the avoidance of doubt, IBC will permit a successful Bidder making a Global Bid to sub-license the Cinema Rights on the basis set out in paragraph 2.6.
- (d) Preparation of the Bid
- (i) Following the issuance of this ITT to prospective Bidders, prospective Bidders may make requests to IBC for further information (including clarifications) in relation to the ITT. Any clarifications must be entitled "**ITT Cinema Screening Rights for the ICC Cricket World Cup 2019 - Query**" including the name of the Bidder and emailed to the following email address - Cinema.ScreeningITT@icc-cricket.com.
 - (ii) It is IBC's intention, but not obligation, that all such ITT clarifications, queries and requests, together with responses and/or information relating to the same, will be made available (on an anonymous basis) through email to all potential Bidders.
 - (iii) Prospective Bidders are requested to note that queries will not be accepted if received by IBC fewer than 5 (five) Business Days before the Submission Deadline for receipt of Bids.
- (e) Delivery of Bid
- (i) All Bid documents, including the Offer Letter, must be submitted in electronic format signed by an authorised representative of the Bidder by no later than 1700 hours local time in Dubai on the Submission Deadline identified in the Timetable. Delivery of all Bids shall be at the Bidder's sole risk.
 - (ii) Each Bid must be entitled "**ITT Cinema Screening Rights for the ICC Cricket World Cup 2019**" including the name of the Bidder and emailed to the following email address - Cinema.ScreeningITT@icc-cricket.com.
 - (iii) In exceptional circumstances IBC will, in its sole discretion, consider a request by a Bidder for an extension of the Submission Deadline. If IBC, in its unfettered discretion, grants an extension of the Submission Deadline to any of the Bidders in response to such a request, such extension will automatically be available to all Bidders.
 - (iv) If for any reason the Submission Deadline is extended, all rights and obligations of IBC and of the Bidders subject to the previous Submission Deadline shall instead become subject to the extended Submission Deadline.
- (f) Evaluation of Bids
- After the Submission Deadline, IBC will examine Bids to determine whether they are complete in accordance with Timetable.
- (g) Acceptance of Bids
- No acceptance of any Bid will be effective unless it is in writing addressed and delivered to the Bidder expressly stating that IBC is accepting the Bidder's Bid.
- (h) Language

The Bid and all Bid documentation and correspondence relating thereto and to this ITT must be typed and in the English language. If it is not practicable for any document to be in the English language it must be accompanied by an English language translation and the English language version will prevail.

(i) **Binding Nature of Bid**

Once submitted, a Bid (together with any supplementary Bid Documents submitted) is irrevocable, unconditional and binding on the Bidder(s) and shall constitute a contractual offer which may be accepted by IBC in its sole and unfettered discretion and may not be withdrawn or amended except at the request of IBC and subject to any conditions which IBC may stipulate.

(ii) **Further Information**

Following receipt of Bids and their analysis by IBC, Bidders may be required to provide clarification and/or further information to IBC in respect of their Bids, where and when requested by IBC and in the form IBC requests. Bidders will co-operate fully with IBC in this respect.

6. LEGAL PROVISIONS

By agreeing to participate in the bidding process described in this ITT and/or responding to this ITT, each Bidder expressly accepts the terms and conditions set out in paragraphs 4 and 6.

6.1. No Grant of Rights

This ITT does not, and is not intended to, constitute a contract or an offer capable of acceptance for the grant of any Rights in respect of the Event. Such contract shall be entered into by IBC only upon written acceptance of a Bid in accordance with paragraph 5.2(g) or signature by IBC of a Cinema Rights Agreement. Nothing in this ITT or in any materials provided by IBC either with this ITT or during the bidding process shall be construed as a grant (or an agreement to grant or an obligation to grant) by IBC of any licence, assignment or other right in or to any Rights and/or any associated Intellectual Property Rights which are the property of IBC or licensed to IBC by third parties. Such grant will only occur in the manner described in the Cinema Rights Agreement.

6.2. Sole Right of Determination

Neither the issue of this ITT nor any part of its contents is to be construed or taken as any form of commitment by IBC to proceed with any Bid or any Bidder. Bidders may be short-listed or rejected by IBC at any time. No reasons will be given for any rejection or for any other decision made in connection with this ITT or the bidding process. IBC shall have the sole and unfettered right to determine whether or not any negotiations are conducted, and to determine the basis, period and method of negotiation. No Bid shall be treated as rejected by reason of any act or omission of IBC other than written notice received by the Bidder from IBC expressly rejecting the entire Bid.

6.3. Unfettered Right to Alter the ITT or Process

IBC reserves the right in its absolute and unfettered discretion at any time without advance notice and without giving any reason to:

- (a) withdraw the ITT and annul or terminate the process or modify this ITT in whole or in part (including any of the rights the subject of this ITT and/or the terms and conditions of this ITT);
- (b) launch an additional, different or modified tender process or re-commence the process;

- (c) enter into direct negotiations with any person and to enter into any contract with any person regarding all or any of the Rights which are the subject matter of this ITT outside the terms set out in this ITT and if such negotiations are with a Bidder, to withdraw from any negotiations in respect of any Bid;
- (d) waive, on such terms as IBC thinks fit, non-compliance or late compliance by any Bidder or any prospective Bidder with any of the provisions of this ITT;
- (e) call for further information concerning any Bid;
- (f) seek to negotiate the terms of all or any of the Bids and to reject all or any Bids; and/or
- (g) negotiate and/or enter into a contract with any person regarding all or any of the Rights simultaneously with or instead of conducting the process described in this ITT.

IBC will have no liability to any Bidder in respect of any such action and, in particular, IBC will have no liability for any costs or expenses incurred by any Bidder.

6.4. Modifying the ITT

- (a) If IBC modifies the ITT and/or its terms it intends to issue a written addendum/notice, which it intends to send to all Bidders and such addendum will be binding upon them. Bidders shall promptly acknowledge receipt of an addendum in the same manner as a request for further information.
- (b) Any Bid submitted to IBC prior to the issue of an addendum/notice which modifies the ITT and/or its terms (other than only by extension of the Submission Deadline for submission of Bids) may be amended at any time before the Submission Deadline for submission of Bids to take account of such modification by means of the submission of a supplementary Bid document to IBC following so far as appropriate the procedure in paragraph 5.1(a). Bids submitted to IBC prior to the issue of an addendum shall otherwise remain irrevocable, notwithstanding the issue of the addendum.

6.5. No Obligations

Save for its obligations of confidentiality set out in paragraph 6.8, IBC does not accept or assume any obligation under or in connection with this ITT. In particular, IBC is not under any obligation to accept the highest Bid (in financial terms or otherwise) or indeed any Bid.

6.6. Conflicts and Collusive Behaviour

- (a) A conflict of interest arises when Bidder's (or prospective Bidder's) integrity, objectivity or fairness in relation to the Rights is at risk due to a personal interest or conflicting business arrangement of the Bidder (or prospective Bidder), or a person or organisation associated with the Bidder.
- (b) A Bidder (or prospective Bidder) must accordingly disclose in their Bid any potential or actual conflicts of interest that they may have or may be perceived to have in respect of their responsibilities to IBC in respect of the Rights, should their Bid be successful. Bidders (or prospective Bidders) with such conflict or perception of conflicts must specify within their Bid how they will manage the conflict or perception of conflict to provide assurance that it will not adversely impact the Rights.
- (c) The Bidder (or prospective Bidder) and any person or organisation associated with the Bidder (or prospective Bidder) must not directly or indirectly provide any form of inducement or reward to any employee, member or shareholder of IBC, the ICC or any affiliates or associated concerns or any of their respective representatives in relation to the Bid under this ITT.

- (d) Any attempt by any Bidder (or prospective Bidder) (or any person on its behalf), for the apparent benefit of the Bidder (or prospective Bidder), to influence IBC or the ICC or any ICC Member or any organisation having responsibility for governing or managing cricket in any part of the world (other than by proper and sought for comment on the quality of a Bid) in the process of the examination, clarification, evaluation and comparison of Bids, and in decisions concerning the Bids, may result in the rejection of all or any of the Bids of that Bidder. Bidders should note that the offer of an advantage or other inducement by a person with a view to influencing the acceptance or rejection of any Bid may be a criminal offence. Without prejudice to the generality of the foregoing or to any criminal liability a Bidder (or prospective Bidder) may attract and any other remedies available to IBC or the ICC, each Bidder hereby undertakes that it shall not:
 - (i) fix or adjust the costs of its Bid by or in accordance with any agreement or arrangement with any other party;
 - (ii) communicate to any party the fees, costs or approximate costs of its proposed Bid or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Bid or insurance or any necessary security);
 - (iii) enter into any agreement or arrangement with any other party that such other party shall refrain from submitting a Bid;
 - (iv) enter into any agreement or arrangement with any other party as to the fees or costs of any Bid submitted; and/or
 - (v) collaborate or collude with any third party with a view to unfairly influencing the outcome of the ITT or otherwise misleading or concealing information from the IBC.

6.7. No Representations or Warranties

Neither IBC nor the ICC nor any of its or their officers, agents or employees makes or gives any representation, warranty or promise as to the reliability, accuracy, adequacy or completeness of the information contained in this ITT or within any subsequent clarifications made or further or supporting materials provided, or any other information made available at any time to the Bidder, or that the use of such information will not infringe the rights of any third party, and no such person accepts or shall have any liability for any, loss, damage or expense in connection therewith (whether suffered or incurred from reliance on such information or otherwise).

6.8. Confidentiality

- (a) IBC agrees that any Confidential Information included within Bids received (including all financial information) will be kept confidential and will not be disclosed to any third party other than to IBC's professional advisers, officers, employees or agents or ICC directors.
- (b) Each Bidder (and prospective Bidder) agrees that it will keep the terms of this ITT, and any Bid made confidential and will not disclose the same to any person other than to its professional advisers, officers or employees as required for the purposes of its Bid.
- (c) No Bidder (or prospective Bidder) is entitled to make any announcement relating directly or indirectly to this ITT, and in particular (but without limitation) to the process, its Bid or its intention to Bid or to any other Bidder, any other Bid or the intention of any other person to Bid. IBC shall have the sole right to make any announcement in relation to this ITT, and the selection of the successful Bidder(s) and/or the appointment of Licensees.

6.9. Costs

Each Bidder is solely responsible for all costs, expenses, losses, and liabilities incurred by it or by any third party who assists the Bidder (i) in the preparation and delivery of its Bid; (ii) in making or excluding responses to, requests for further information; or (iii) in and for any subsequent stage of the bidding process (including, without limitation, in any negotiations with IBC following receipt of its Bid whether or not an agreement is entered into with such Bidder). IBC will not in any circumstances be liable or responsible for any such costs, expenses, losses or liabilities.

6.10. Intellectual Property

- (a) All right, title and interest (including, without limitation, Intellectual Property Rights) in and to this ITT and any materials provided by IBC to any Bidder or prospective Bidder is and shall remain the exclusive property of IBC.
- (b) Once received by IBC, each Bid document shall become the physical property of IBC. Irrespective of whether any Bid is successful or not, IBC shall be freely entitled to use (free from any payment or restriction) all ideas, concepts, proposals, recommendations or other materials contained in such Bid or otherwise communicated to IBC during the Bid process. The Bidder waives and shall not make any claim against IBC in respect of any use made by IBC of any intellectual property or other similar rights relating to the ideas, concepts or any other materials contained in its Bid document.

6.11. No withdrawal of Bids

No Bid, once made, may in any circumstances be withdrawn by the Bidder.

6.12. Whole Agreement

- (a) In this paragraph 6.12 "pre-contractual statement" means any statement, representation, warranty, undertaking or promise (whether in writing or not) made by or on behalf of IBC prior to accepting any Bid or entering into a Cinema Rights Agreement except to the extent expressly repeated in the Cinema Rights Agreement.
- (b) The Cinema Rights Agreement, when entered into, will represent the whole agreement and understanding between the parties to the Cinema Rights Agreement and will supersede all other agreements and understandings between the parties or any of them relating to the subject matter of the Cinema Rights Agreement.
- (c) The Cinema Rights Agreement, when entered into, will supersede and extinguish all pre-contractual statements.
- (d) The Bidder warrants to IBC that, in submitting its Bid and entering into any Cinema Rights Agreement, it has not relied on any pre-contractual statement.
- (e) Except to the extent to be expressly set out in the Cinema Rights Agreement, all warranties, representations, terms and conditions (to the extent that they may lawfully be so excluded) implied by law or by custom or trade practice are excluded from applying to the transactions provided for in this ITT and any Cinema Rights Agreement.
- (f) The Bidder agrees that it shall not be entitled to rescind or withdraw its Bid or terminate a Cinema Rights Agreement, save as provided for in this ITT or in such Cinema Rights Agreement.
- (g) Nothing in this paragraph 6.12 shall exclude or restrict any liability to which any of the parties may be subject by reason of any fraudulent misrepresentation or any remedy available to any of the parties by reason of such fraudulent misrepresentation.

6.13. Definitions

Capitalised terms and expressions used in this ITT (which shall include, without limitation the Schedules), unless otherwise expressly defined, have the respective meanings set out in Schedule 3. References to "Schedule(s)", "Sections", and "paragraph(s)" refer to the schedules, sections and paragraphs of sections of this ITT. All Schedules form a part of and are incorporated within this ITT. Headings are for ease of reference only and shall not affect interpretation of this ITT.

6.14. Governing Law

- (a) This ITT and any related documentation, correspondence (including, without limitation any Bid) and any agreement entered into between IBC and any Bidder or prospective Bidder and/or Licensee shall be governed by, and construed in accordance with, the laws of England.
- (b) Any and all disputes arising out of or in relation to this ITT, the bidding process described in this ITT, any related documentation or correspondence and any agreement entered into between IBC and any Bidder, prospective Bidder and/or Licensee including any question regarding the existence, validity or termination of the same shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this paragraph 6.14(b). The number of arbitrators shall be 3 (three). The seat or legal place of the arbitration shall be in London. The language to be used in the arbitral proceedings shall be English. The law of the arbitration and of this arbitration agreement shall be English law.

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SCHEDULE 1 – OFFER LETTER (To be typed on Bidder's Letterhead)

ICC Legal Department
ICC Business Corporation FZ LLC
Street 69
Dubai Sports City
Sheikh Mohammed Bin Zayed Road
PO Box 500070
Dubai
United Arab Emirates

[Date]

Dear Sirs,

Invitation to Tender: Cinema Screening Rights for the ICC Cricket World Cup 2019

We acknowledge receipt of the Invitation to Tender dated 27 August 2018 ("ITT"). We understand and accept the terms, conditions and procedures set out therein.

We have examined the ITT in its entirety and all the terms and conditions set out therein and in accordance with the requirements of the ITT, we, the undersigned Bidder, offer to enter into a Cinema Rights Agreement in respect of the Rights on the terms set out in the ITT and this letter and its attachment ("**Bid**").

We confirm that:

- (a) each element of this Bid is formulated with regard to, and with a view to successfully achieving, the aims and objectives of IBC as set out in the ITT;
- (b) no element of this Bid is conditional upon any event, fact or circumstance, other than the acceptance by IBC of the offer contained in this Bid; and
- (c) this Bid is made on the basis of the terms and conditions contained in the ITT and upon IBC's written acceptance of it, this Bid shall constitute a binding agreement between us and IBC, incorporating all the terms and conditions of the ITT.

Defined terms used in this Offer Letter have the same meaning ascribed to them in the ITT unless otherwise expressly defined in this Offer Letter.

1. Information and undertaking relating to the proposed Licensee

We confirm that, for the purposes of this Bid, the proposed Licensee is [insert] and that there will be no change in the interests or control of the Bidder or the Licensee (as identified in response to the relevant questions in Schedule 2 to the ITT) without IBC's prior written consent (to be given or withheld in its unfettered discretion).

2. Schedule 2 to the ITT

We enclose Schedule 2 in the form attached to the ITT duly completed by us detailing our Bid and providing other relevant information so as to give full, fair and accurate responses to the questions asked and signed by us.

3. Financial details of Bid for Rights

We make our Bid for the grant of the Rights in the Territories set out in Schedule 2 enclosed with this letter on the following financial terms. The aggregate amount of our Bid, which represents a net amount payable to IBC in the event our Bid is successful, is [US\$] [insert figure in numbers] [US\$] [insert figure in words] ("**Rights Fee**"), which shall be allocated as set out in Schedule 2.

4. Exercise of Cinema Rights

We set out in Schedule 2 full details of the methods by which we propose to exploit the Rights.

5. Compliance

- (a) We confirm to you, in particular, our understanding and acceptance of the terms of Sections 4 and 6 of the ITT.
- (b) We acknowledge and agree that all copyright and other intellectual property rights and commercial rights in relation to the Event and ICC Marks are owned by IBC (or by ICC, and licensed to IBC exclusively for the purposes of the Event).

6. Confidentiality

We agree to keep confidential, and shall not disclose to any person (including, without limitation, the media), any and all Confidential Information which has been or may be, disclosed to us by, or on behalf of, IBC except insofar as the Confidential Information:

- (a) is required by a person employed or engaged by us in connection with the preparation of our Bid(s) or the negotiation or proper performance of the Cinema Rights Agreement; or
- (b) is required to be disclosed by law or by applicable regulation, or any valid order of a court of competent jurisdiction, or at the request or direction of any governmental or regulatory authority or agency.

Without prejudice to the foregoing and unless IBC chooses otherwise, we undertake to IBC that no announcement or statement howsoever relating to our Bid(s), the Rights, the Cinema Rights Agreement or our discussions or negotiations with IBC in relation thereto or any other Bidder or Bid or discussions or negotiations in relation thereto shall be made by us, or on our behalf, without the prior written approval of IBC (such approval to be given or withheld at IBC's absolute discretion).

Any disclosure of Confidential Information permitted under this paragraph 6(a) shall be in confidence, and shall only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties. We shall procure that all such persons are aware of, and comply with, such obligations of confidentiality.

We undertake to IBC to use the Confidential Information solely in connection with the preparation of our Bids(s) and not otherwise for our own benefit or the benefit of any third party.

7. General

We acknowledge that we are solely responsible for all costs, expenses and liabilities incurred by us in the preparation and submission of this Bid, any responses to requests for further information by IBC and/or its officers, employees, agents or advisers and any negotiations with IBC and/or its officers, employees, agents or advisers following receipt by IBC of this Bid (whether or not any Cinema Rights Agreement is entered into by us).

We acknowledge and agree that this Bid may not be amended or withdrawn without IBC's prior written consent, and that any revisions and/or amendments to this Bid that have previously been approved by IBC in writing shall likewise be irrevocable and binding on us.

We acknowledge, warrant, represent and undertake to IBC that:

- (a) the information contained in this Bid and otherwise provided to IBC and/or its officers, employees, agents or advisers during the tender process is, and shall be, complete and accurate in all respects and is not, and shall not be, false or misleading in any way and that no information has been withheld by us with the intention of misleading IBC; and

- (b) the Bid is an unconditional offer capable of acceptance by IBC in its sole and unfettered discretion.

We acknowledge that if IBC considers that we are, or may be, in breach of paragraph 1 above of this Offer Letter or of this paragraph 7, IBC shall without prejudice to any other rights or remedies that may be available to it, be entitled (i) to reject this Bid without any requirement to give notice and without liability on the part of IBC to us; and (ii) without prejudice to the right to terminate summarily any Cinema Rights Agreement which is based on this Bid.

8. Consortium Bid

If this Bid is made by Joint Bidders, we who sign this Offer Letter hereby confirm that it has been duly signed by all of the Joint Bidders. Our obligations are, under this Bid, and will be under any Cinema Rights Agreement based on this Bid, those of joint and principal obligors.

9. Governing Law and Arbitration

- (a) This letter and any related documentation or correspondence and any agreement entered into between IBC and us or any Licensee shall be governed by, and construed in accordance with, the laws of England.
- (b) Any and all disputes arising out of or in relation to this letter, the bidding process described in the ITT, any related documentation, correspondence and any agreement entered into between IBC and any Bidder, prospective Bidder and/or Licensee including any question regarding the existence, validity or termination of the same shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this paragraph 9(b). The number of arbitrators shall be 3 (three). The seat or legal place of the arbitration shall be in London. The language to be used in the arbitral proceedings shall be English. The law of the arbitration and of this arbitration agreement shall be English law.

Yours faithfully,

.....
Signed:

.....
for and behalf of [Insert full corporate name of Bidder]

by:

.....
[insert name and position]

Signed:

.....
For and on behalf of [insert full corporate name of Bidder]

by:

.....
[insert name and position]**

*** To be signed by the bidder, the proposed licensee (if different), and each joint bidder, if applicable*

SCHEDULE 2 – QUESTIONNAIRE

DETAILS OF BIDDER AND BID

The following information must be provided by each Bidder (and in the case of a joint or consortium bid, by all Joint Bidders) in the general order and format set out below. All questions must be answered clearly and comprehensively. All terms used in this questionnaire shall be as defined in the ITT.

(a) General Information

Please provide full details of the proposed Licensee, including, but not limited to, the proposed Licensee's business, its main activities and status in the broadcast and media industries.

Corporate Information

1	Full corporate name of Bidder	
2	Address, telephone number and fax number of registered office and principal place of business, if different	Address: Tel: Fax: Website
3	Where the Bidder is resident, domiciled and incorporated and when it was incorporated, the Company registration number and legal status and Memorandum and Articles of Association or constitution. Please provide copies of the constitutional documents, current certificate of incorporation and previous such certificates where the Bidder's name has changed	Reg No: Legal Status:
4	Contact details of Bidder's nominated contact person who is authorised to correspond on behalf of the Bidder to deal with any enquiries by IBC	Name: Address: Tel: Fax: Email:
5	Type of Business Activity	
6	Corporate structure chart showing the ultimate holding company and all group companies (including ownership structure of all group companies and shareholdings in ultimate holding company) or if unincorporated, such details in respect of each member of the consortium/joint venture.	
7	Details of any relationships between the Bidder and any ICC Member or other cricket governing bodies.	
8	Provide the information requested by 1-7 above for any proposed Licensees, if not the same entity as the Bidder.	

(b) Financial Standing and Financing Arrangements

- (i) Each Bidder should provide satisfactory evidence to IBC in its Bid of its financial standing and of its ability to meet the commitments it makes in its Bid, together with evidence that it has (or will have) sufficient levels of insurance in place in relation to the exercise of the Rights. IBC reserves its right to require appropriate bank guarantees and/or parent company performance guarantees.
- (ii) Please provide details (including supporting documents) of the proposed Licensee's financial status including, but not limited to, details of the most recent audited reports (of at least the

previous 2 (two) financial years) and accounts (audited net asset statement, if the Bidder is an individual), general financial performance and any applicable credit ratings.

- (iii) Where the Bidder is a consortium or joint venture please provide the most recent audited reports and accounts of all Joint Bidders.
- (iv) Please provide details of the methods by which the proposed Bidder proposes to finance the exercise of the Rights and payment of the Rights Fees. In particular, where there is a revenue share proposed, please set out in detail any revenue share methodology in relation to the Rights, and the level of any associated minimum guarantee in respect of the Rights Fee.
- (v) If the proposed Bidder is a consortium or a joint venture, identify the proportion of the total funding requirement to be provided by each person interested in or who has control (which shall mean either possession of 20% (twenty per cent) or more of the equity share capital or voting power or the ability directly or indirectly to direct the affairs of the proposed Bidder) over the proposed Bidder.

1	Audited accounts or audited net asset statement for the immediately preceding 2 accounting periods.	To be attached
2	Evidence satisfactory to IBC of the proposed Bidder's financial standing and creditworthiness, including bank credit rating.	To be attached
3	Satisfactory evidence of the proposed Bidder's ability to meet the proposed payment obligations and (in the case of unquoted companies) a bank reference.	To be attached
4	If applicable details of funding of a Joint Bid.	To be attached

(c) Sports Rights Experience

Please provide details (including supporting documents) of the proposed Bidder's recent track record relating to the exploitation of sports media rights properties.

<p>Details of the Bidder's experience and expertise in relation to similar sporting events, including:</p> <ul style="list-style-type: none"> • Viewing figures statistics; • Activities undertaken to promote coverage; and • Initiatives undertaken to enhance the viewer experience including details of interactive facilities. 	Details to be attached
--	------------------------

(d) Territory-by-Territory Valuation

Licensed Territory	Rights Fee (US\$)	Exclusive or non-exclusive

Please indicate any and all Territories within which you wish to bid for the Rights. Please also indicate the full details of your proposed method of payment for each Licensed Territory based on whether the Bid is proposed to be a one off licence fee per Licensed Territory or a minimum guarantee with a revenue share per Licensed Territory, and whether the Bid is based on exclusive or non-exclusive Rights.

(e) Exploitation Plan

Please provide your detailed plan for the exploitation of the Rights including, but not limited to, number of Approved Matches to be transmitted by the cinema chain; number of and location of screens; approximate seating numbers per screen and approximate ticket price.

(f) Sub-licensing

Please indicate if you wish to sub-license any of the Rights in the Licensed Territory. If the exploitation plan involves the sub-licensing of any Rights, full details of any proposed sub-licensing arrangements must be set out here including, but not limited to, details of proposed sub-licensee(s), the information requested pursuant to paragraph 1 of the Offer Letter in respect of each proposed sub-licensee, and all other material information.

(h) Promotional Strategy

Please provide details regarding the proposed Licensee's marketing strategies relating to the exploitation of the Rights including, without limitation, details specifying how the proposed Licensee(s) will market and promote the IBC brand and the Event.

(i) Applicable Law

Please provide full information and details of all Applicable Laws, that are in force in the Licensed Territory at the time of the submission of this Bid which the Bidder believes will, or may, be in force at the time of the Event, in each case relating to, the exploitation of the Rights, including but not limited to on-screen credits and identifications and broadcast sponsorship.

Identify in detail any consents, clearances and approvals necessary or other conditions to be met before entering into a Cinema Rights Agreement or exploiting any or all of the Rights.

(j) Schedule of Payment

Based on the proposed payment terms in the ITT, please confirm for each Licensed Territory (as applicable) whether the Rights Fee will be paid to the IBC:

- (i) as a one off license fee to be paid on or before 31 January 2019; or
- (ii) will comprise a minimum guaranteed amount to be paid by us on or before 31 January 2019 and the balance of the Rights Fee will be paid on a revenue sharing model or any other model which may be discussed and agreed upon between the parties, within 30 (thirty) days of the last Approved Transmission.

(k) Further Payment Proposals

If any further methods of payment or methodologies of calculating the Rights Fee are proposed, please provide full details.

(l) Net Payment

All payments to be made to IBC shall be made in accordance with the terms of the ITT. All amounts due shall be paid and/or provided by Bidders in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). In the event that any deduction or withholding taxes arise in respect of the sums payable under the Cinema Rights Agreement under any relevant law then, as a separate and additional obligation, Bidders shall gross up the relevant amount so as to ensure that IBC receives or has received all payments due to IBC under the Cinema Rights Agreement in full as if no such deduction or withholding of taxes had arisen.

SCHEDULE 3 – DEFINITIONS

In this ITT, the following terms and expressions have the meanings set out below unless the context requires otherwise.

"Applicable Law(s)" means all applicable laws, regulations, rules, mandatory codes of practice, guidelines, directions and decrees imposed by law or any competent authority within the Licensed Territory and any subsidiary local laws and regulations relating to transmission and communication to the public of any Approved Transmission and exercise of the Rights;

"Bid" means each bid submitted to IBC in response to this ITT and includes (without limitation) any Global Bid;

"Bid Document(s)" has the meaning ascribed to it in paragraph 5.1(a) of this ITT.

"Bidder(s)" means any Qualified Person submitting a Bid;

"Broadcast Format" means the general programme format to be proposed by each Licensee in relation to its live transmissions which may include programme timings;

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks are open for the transaction of normal banking business in Dubai, United Arab Emirates;

"Ceremonies" means any opening and/or closing ceremony for the Event;

"Cinema Rights Agreement" means any licence agreement entered into between IBC and any Licensee on the signature of such an agreement in pursuance of a Bid for the grant by IBC to such Licensee of any Rights;

"Cinema Screening" means the direct exhibition in conventional cinemas, licensed as such in the place where the exhibition occurs, that are open to the general public on a regularly scheduled basis and that charge an admission fee to view the footage;

"Cinema Screening Rights" means the right to exploit Live Feed in respect of the Approved Transmissions by Cinema Screening;

"Closing Sequence" means a generic closing title audiovisual consisting of a full screen animated sequence with an accompanying soundtrack of approximately 30 (thirty) seconds' duration to be produced and provided to Licensees by IBC;

"Confidential Information" means the terms and conditions of this ITT and any information and materials in whatever medium and whether written or oral which are obtained under or in connection with this ITT or the Cinema Rights Agreement other than:

- (i) any information obtained from a third party who was not itself under any obligation of confidence in relation to that information;
- (ii) any information which is in the public domain otherwise than as a result of a breach of the confidentiality obligations in this ITT; or
- (iii) any information which was developed or created independently by or on behalf of the party receiving the same;

"Global Bid" has the meaning set out in paragraph 5.2(c)(i);

"Global Licensee" means a Licensee who is granted the Rights for the entire Territory;

"IBC Guidelines" means any and all guidelines, manuals, codes and any other written or electronic instructions issued by IBC from time to time;

"IBC Property" means all Intellectual Property Rights in and to the Approved Transmissions, the Event, ICC Marks and any other Intellectual Property Rights, data and/or information made available to Licensees under a Cinema Rights Agreement, which in turn will be owned and retained by the IBC;

"IBC" means ICC Business Corporation FZ LLC, a company incorporated under the regulations of the Dubai Creative Clusters Authority with its registered address at Office No. 28, Second Floor, Building 2, Dubai Media City, United Arab Emirates, and having its administrative office at Street 69, Dubai Sports City, Sheikh Mohammed Bin Zayed Road, PO Box 500070, Dubai, United Arab Emirates;

"ICC" means the International Cricket Council Limited, a company incorporated under the laws of the territory of the British Virgin Islands and having its administrative office at Street 69, Dubai Sports City, Sheikh Mohammed Bin Zayed Road, PO Box 500070, Dubai, United Arab Emirates;

"ICC Marks" means all IBC proprietary marks and logos designated and notified by IBC for use in relation to the Event such as the Event logo(s), the mascot(s), the trophy, the Event slogan (if any), and Event music and theme selected by IBC;

"ICC Member" means any full or associate member of the ICC;

"Intellectual Property Rights" means any and all copyright and related rights (including copyright and rental and lending rights in audiovisual recordings, films and broadcasts (including fixations of broadcasts) and any related rights in respect of a broadcast signal or any part thereof), performer's property rights or similar (including any right to receive equitable remuneration in respect thereof), designs, trade marks, trade names, Internet domain names, insignia, service marks, patents, database rights, inventions and discoveries and all other intellectual and industrial property rights of a similar or corresponding nature in any part of the Territory as extended or renewed from time to time (whether registered or capable of registration or not) and including the right to apply for and all applications for any of the foregoing together with all statutory, equitable and common law rights attaching thereto in any part of the Territory, including the right to sue for damages (and retain such damages) and all other legal and equitable remedies in respect of any infringement or misuse of any of such intellectual and industrial property or rights of a similar nature;

"ITT" means this Invitation to Tender (as may be amended by IBC);

"Joint Bidders" has the meaning set out in paragraph 5.2(a), and the term "Joint Bid" shall be construed accordingly;

"LCIA" means the London Court of International Arbitration;

"LCIA Rules" means the rules of the LCIA for the time being in force;

"Licensed Territory" has the meaning set out in paragraph 2.3(a);

"Licensee" means each person to whom IBC grants any Rights pursuant to a Cinema Rights Agreement;

"Live Feed" means a continuous live feed of the entirety of each Approved Transmission of international broadcast quality as specified by IBC which shall be free from commercial breaks and shall consist of a clean signal with split audio live feeds for international (background) sound and English commentary as a guide track with clean effects and with all graphics and credits;

"Match" means any match played as part of the Event (expressly excluding any matches played in any pre-qualification phases), together with any anthems, mid-Match and post-Match presentations;

"Offer Letter" means the Offer Letter duly and fully completed and signed by the Bidder in the form set out in Schedule 1;

"Person" means any natural person, firm, partnership, company, corporation, association, organisation, government, state, foundation and/or trust (in each case whether or not having separate legal personality);

"Premiums" means items of merchandise bearing the ICC Marks and the name or logo of the Licensee, which are, subject to the IBC Guidelines, given away free of charge or sold at subsidised prices for the purpose only of advertising or promoting a Licensee's Approved Transmissions;

"Qualified Person" has the meaning set out in paragraph 5;

"Rights" means the Cinema Screening Rights and the rights as set out in paragraph 2.9;

"Submission Deadline" has the meaning set out in paragraph 5.2(a);

"Term" shall have the meaning set out in paragraph 2.4;

"Territory" means the world;

"Timetable" has the meaning set out in paragraph 5.2(a);

"Trailers" means standalone audiovisual programme trailers (produced by the Licensee and/or previously approved in writing by IBC or provided by IBC) of at least 15 (fifteen) seconds each in duration, which are designed to promote the Event and/or forthcoming Approved Transmissions by Licensees;

"US\$" means United States dollars;

"VAT" means value added tax or other applicable sales or turnover taxes or duties (if any) charged in accordance with Applicable Law in force from time to time during the Term at the time of making the relevant taxable supply; and

"Venue" means Match stadium or stadia.

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SCHEDULE 4 – MATCH SCHEDULE

Day	Date	Local Start Time	Match	Venue
Thursday	30 May	10:30	England v South Africa	The Oval
Friday	31 May	10:30	Pakistan v West Indies	Trent Bridge
Saturday	1 June	10:30	Sri Lanka v New Zealand	Cardiff Wales
Saturday	1 June	13:30	Australia v Afghanistan	County Ground, Bristol
Sunday	2 June	10:30	Bangladesh v South Africa	The Oval
Monday	3 June	10:30	England v Pakistan	Trent Bridge
Tuesday	4 June	10:30	Sri Lanka v Afghanistan	Cardiff Wales
Wednesday	5 June	10:30	India v South Africa	Hampshire Bowl
Wednesday	5 June	13:30	Bangladesh v New Zealand	The Oval
Thursday	6 June	10:30	Australia v West Indies	Trent Bridge
Friday	7 June	10:30	Sri Lanka v Pakistan	County Ground, Bristol
Saturday	8 June	10:30	England v Bangladesh	Cardiff Wales
Saturday	8 June	13:30	New Zealand v Afghanistan	County Ground, Taunton
Sunday	9 June	10:30	India v Australia	The Oval
Monday	10 June	10:30	South Africa v West Indies	Hampshire Bowl
Tuesday	11 June	10:30	Bangladesh v Sri Lanka	County Ground, Bristol
Wednesday	12 June	10:30	Pakistan v Australia	County Ground, Taunton
Thursday	13 June	10:30	India v New Zealand	Trent Bridge
Friday	14 June	10:30	England v West Indies	Hampshire Bowl
Saturday	15 June	10:30	Sri Lanka v Australia	The Oval
Saturday	15 June	13:30	South Africa v Afghanistan	Trent Bridge
Sunday	16 June	10:30	India v Pakistan	Old Trafford
Monday	17 June	10:30	Bangladesh v West Indies	County Ground, Taunton
Tuesday	18 June	10:30	England v Afghanistan	Old Trafford
Wednesday	19 June	10:30	South Africa v New Zealand	Edgbaston
Thursday	20 June	10:30	Bangladesh v Australia	Trent Bridge
Friday	21 June	10:30	England v Sri Lanka	Headingley
Saturday	22 June	10:30	India v Afghanistan	Hampshire Bowl
Saturday	22 June	13:30	New Zealand v West Indies	Old Trafford
Sunday	23 June	10:30	Pakistan v South Africa	Lord's
Monday	24 June	10:30	Bangladesh v Afghanistan	Hampshire Bowl
Tuesday	25 June	10:30	England v Australia	Lord's
Wednesday	26 June	10:30	Pakistan v New Zealand	Edgbaston
Thursday	27 June	10:30	India v West Indies	Old Trafford
Friday	28 June	10:30	Sri Lanka v South Africa	The Riverside
Saturday	29 June	10:30	Pakistan v Afghanistan	Headingley
Saturday	29 June	13:30	Australia v New Zealand	Lord's
Sunday	30 June	10:30	England v India	Edgbaston
Monday	1 July	10:30	Sri Lanka v West Indies	The Riverside
Tuesday	2 July	10:30	India v Bangladesh	Edgbaston
Wednesday	3 July	10:30	England v New Zealand	The Riverside
Thursday	4 July	10:30	West Indies v Afghanistan	Headingley
Friday	5 July	10:30	Pakistan v Bangladesh	Lord's
Saturday	6 July	10:30	India v Sri Lanka	Headingley
Saturday	6 July	13:30	South Africa v Australia	Old Trafford
Tuesday	9 July	10:30	Semi Final 1 (1 v 4)	Old Trafford
Wednesday	10 July	10:30	Semi Final 1 Reserve Day	Old Trafford
Thursday	11 July	10:30	Semi Final 2 (2 v 3)	Edgbaston
Friday	12 July	10:30	Semi Final 2 Reserve Day	Edgbaston
Sunday	14 July	10:30	Final	Lord's
Monday	15 July	10:30	Final Reserve Day	Lord's

SCHEDULE 5 – TERRITORIES

Territories are listed in alphabetical order and have been provided to assist the Licensee with the Territory-by-Territory Valuation required as part of the Bid as set out in Schedule 2. The Licensee is permitted to bid for the Rights in Territories which are not listed below and this should be clearly identified in the Territory-by-Territory Valuation.

Afghanistan, Albania, Algeria, American Samoa, Angola, Anguilla, Antigua, Argentina, Aruba, Ascension Island, Australia, Austria
Bahamas, Bahrain, Bangladesh, Barbados, Barbuda, Belarus, Belize, Benin, Bermuda, Bhutan, Bolivia, Bonaire, Bosnia and Herzegovina, Botswana, Brazil, British Virgin Islands, Bulgaria, Belgium, Burkina Faso, Burundi
Cambodia, Cameroon, Cape Verde, Cayman Islands, Central African Republic, Chad, Chile, China, Colombia, Comoros Islands, Congo, Costa Rica, Croatia, Curacao, Czech Republic
Democratic Republic of Congo, Denmark, Djibouti, Dominica, Dominican Republic
Ecuador, Egypt, England, El Salvador, Equatorial Guinea, Eritrea, Estonia, Ethiopia
Falkland Isles, Fiji, Finland, France, French Guiana
Gabon, Gambia, Gaza Strip, Germany, Georgia, Ghana, Gibraltar, Greece, Grenada, Guadeloupe, Guam, Guatemala, Guinea, Guinea Bissau, Guyana
Haiti, Honduras, Hong Kong, Hungary
Iceland, India, Indonesia, Iran, Iraq, Italy, Ivory Coast
Jamaica, Japan, Jordan,
Kenya, Kiribati, Kuwait,
Latvia, Lebanon, Lesotho, Liberia, Libya, Lithuania, Luxembourg
Macau, Madagascar, Malawi, Malaysia, Maldives, Malta, Marshall Islands, Martinique, Mauritania, Mayotte, Micronesia, Monaco, Mongolia, Montenegro, Montserrat, Morocco, Mozambique, Myanmar
Namibia, Nauru, Netherlands, Nepal, New Zealand, Nevis, Nicaragua, Niger, Nigeria, Norway, Northern Mariana Islands
Oman,
Palau, Palestine, Papua New Guinea, Pakistan, Panama, Paraguay, Peru, Philippines, Poland, Portugal, Puerto Rico
Qatar
Republic of Ireland, Republic of Macedonia, Reunion, Romania, Russia, Rwanda
Saba, Sao Tome and Principe, Samoa, San Marino, Saudi Arabia, Senegal, Serbia, Seychelles, Scotland, Sierra Leone, Singapore, Slovakia, Slovenia, Solomon Islands, Somalia, South Africa, South Korea, St. Barthelemy, St. Eustatius, St. Helena, St. Lucia, St. Maarten, St. Kitts and Nevis, St. Vincent & the Grenadines, South Sudan, Spain, Sri Lanka, Sudan, Suriname, Swaziland, Sweden, Switzerland, Syria
Tanzania, Thailand, Togo, Tonga, Tortola (British Virgin Isles), Trinidad, Tobago, Tunisia, Turks and Caicos, Tuvalu
United Arab Emirates, Ukraine, Uganda, Uruguay
Vatican, Vanuatu, Venezuela
Wales, West Bank, Western Sahara
United States of America, U.S. Virgin Islands
Zambia, Zaire, Zimbabwe