



REQUEST FOR PROPOSAL

FOR

THE RIGHT AND OBLIGATION TO STAGE IPL FAN PARKS

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1. INTRODUCTION

- 1.1 The Board of Control for Cricket in India (“**BCCI**”) is a society registered under the Tamil Nadu Societies Registration Act 1975, having its headquarters at Cricket Centre, Wankhede Stadium, Mumbai, 400 020, India. BCCI established and organises the domestic Twenty20 cricket competition known as The Indian Premier League (the “**League**” or the “**IPL**”). This document (the “**RFP**”) constitutes a request for proposals from selected persons who BCCI considers may have the desire and competence/expertise to be appointed to provide the services referred to in **Schedule 3** to this RFP (the “**Services**”) during the Term, which shall be for the 2020 and 2021 Seasons and, if the Services Agreement is extended by BCCI, the 2022 Season. The attention of Interested Parties is drawn to Section 7 which sets out the deadline for submission of Proposals. Subject in each case to the terms, conditions and exclusions set out in and/or referred to in this RFP, the successful Interested Party shall have the right to collect the revenue from concessions only, and the obligation to bear all costs associated with the Fan Parks only.
- 1.2 It is intended that the 2020 Season will take place in the period from March to May but is subject to change at the sole discretion of the BCCI. The duration of each Season, the number of Stadia and the format of the League and the number of Matches may be subject to change at BCCI’s sole discretion.
- 1.3 The words and expressions defined in **Schedule 1** shall have the meaning set out in this RFP unless the context requires otherwise.

2. REQUEST FOR PROPOSAL

2.1 Request

BCCI hereby requests proposals from reputed entities to acquire the right and obligation to provide the Services in the manner described in and contemplated by this RFP and the Services Agreement. No Proposal from any party who intends to re-sell or sub-license the right to provide the Services or any part thereof will be accepted.

For the avoidance of doubt, nothing in this RFP, nor any communication made by the BCCI or its representatives, agents or employees shall constitute an agreement between the BCCI and any Interested Party, nor shall it be taken as constituting any representation that an Interested Party will be appointed in accordance with this RFP or at all.

2.2 Requisite Experience

To assist the Interested Parties in understanding BCCI’s requirements, each Proposal must be from an Interested Party which can demonstrate the following, supplying evidence thereof as part of its Proposal:

- (a) extensive and relevant experience in providing services which are the same as or similar to the Services on an India wide basis;
- (b) a strong financial background (in relation to which the attention of the Interested Parties is drawn to Section 2.4.1 below);

- (c) sufficient human and other resources to provide the Services as contemplated in this RFP and the Services Agreement, including without limitation, a sufficient number of suitably qualified employees who will be involved in the provision of the Services and one person who will act as the prime account manager and the point person between BCCI and the successful Interested Party's staff;
- (d) sufficient contacts, expertise and resources in order to provide the Services during the Term; and
- (e) references satisfactory to BCCI from entities for which the Interested Party has supplied services which are the same as or similar to the Services.

Proposals will be evaluated on their overall merits (in the BCCI's sole discretion), which will include, without limitation, the standard of delivery of the Services proposed by the Interested Party, the quality of the manpower proposed, the proposed charges and the Interested Party's experience and qualifications. The successful Interested Party may therefore not necessarily be the Interested Party which offers the most attractive financial terms.

BCCI reserves the right, to be exercised in its sole discretion, to waive each and any of the conditions and requirements in relation to any Interested Party.

2.3 Guarantees

For the purpose of securing the full performance by the successful Interested Party of all of its obligations under the Services Agreement, the successful Interested Party shall deliver to the BCCI an irrevocable and unconditional Bank Guarantee in the format prescribed in **Schedule 4** to the Services Agreement for an amount equivalent to 30% (thirty percent) of the estimated contract value for each Season on a rolling basis such that the 30% of the estimated contract value payable to the Company for each Season is guaranteed fully and without any interruption.

The Company shall furnish the Bank Guarantees in accordance with the following schedule:

- (a) the Bank Guarantee for the 2020 Season, no later than 10 Business Days from execution of the Services Agreement; and
- (b) the Bank Guarantee for the 2021 Season, no later than 31st December 2020, and if the Services Agreement is extended for the 2022 Season no later than 31st December 2021.

If appropriate, once the Company furnishes the Bank Guarantee for the 2021 Season in accordance with the terms of the Services Agreement, BCCI shall, within 10 Business Days therefrom, return the existing Bank Guarantee, duly discharged to the Company and the same procedure shall apply for the 2022 Season if the Services Agreement is extended by BCCI.

Each Bank Guarantee must be issued by an Indian Scheduled Bank (other than a bank specified below) unless otherwise stipulated by the BCCI. For the avoidance of doubt

Bank Guarantees from Union Bank of India, Punjab National Bank, Indian Bank, United Commercial Bank and Dena Bank are not acceptable to the BCCI.

Failure to deliver the Bank Guarantee as provided herein, and in the format prescribed in **Schedule 4** of the Services Agreement shall be a material breach of the Services Agreement for the purposes of paragraph 3 of **Schedule 3** of the Services Agreement.

2.4 **Eligibility Requirements**

For the purpose of this RFP, any entities anywhere in the world (which expression includes, as regards corporate entities, each Interested Party and/or its parent or subsidiary companies), which satisfy the following requirements as at the date of this RFP (or such other specific date as is specified in this RFP in relation to any individual criteria) are eligible to participate in this process and to submit Proposals.

2.4.1 **Financial strength**

The most recent audited annual turnover of each Interested Party must have exceeded Rs.30,00,00,000/- (INR 30 crores only) and, for these purposes, only the annual turnover for the financial year of the Interested Party is relevant and turnover from any company in the same Group as the Interested Party may not be consolidated with or otherwise added to the Interested Party's turnover for the purposes of satisfying this threshold.

2.4.2 **Fit and Proper Person**

Each Interested Party and, in the case of any corporate Interested Party, any person who (directly or indirectly) Controls or is Controlled by any such corporate Interested Party must be a fit and proper person (including without limitation (i) not having been convicted by a court of a criminal offence involving moral turpitude; and/or (ii) not being in contravention of the Conflict of Interest Rules) and BCCI reserves the right to reject any Proposal from any Interested Party which in BCCI's opinion and at its discretion does not satisfy this criteria.

Interested Parties which are corporate entities must not be incorporated in jurisdictions where the standards of corporate governance and financial regulation are unacceptable to BCCI. In the event, that any Interested Party or any corporate entities which are shareholders in the Interested Party are incorporated in such jurisdictions including without limitation Mauritius or British Virgin Islands, the Interested Party will be required to provide full details of all its or such shareholders in such corporate entities including the ultimate beneficiaries thereof and any share transfers related thereto going back two years prior to submission of the Proposal.

2.4.3 **Proposal Rejection**

Any Proposal submitted by a Person which fails to satisfy the eligibility requirements set out in this RFP may be accepted or rejected by BCCI in its absolute discretion. BCCI shall not pre-judge or advise an Interested Party whether it is qualified or not. The Interested Party must submit its Proposal in accordance with the process specified in this RFP and enable BCCI to then evaluate its Proposal. BCCI reserves the right not to accept or to reject any Proposal and, if it considers it to be appropriate (in its sole discretion), not to appoint

any Interested Party at all and to make alternative arrangements for the provision of the Services.

Potential Interested Parties should also be aware that any Proposal submitted by any entity that is currently involved in any litigation proceedings (civil or criminal) or a dispute of any kind with BCCI and/or in default of any contractual obligation or undertaking owed to BCCI (including, without limitation, any payment obligation) or which is Connected to any entity that is currently involved in any litigation proceedings (civil or criminal) or a dispute of any kind with BCCI and/or in default of any contractual obligation or undertaking owed to BCCI (including, without limitation, any payment obligation) may be rejected by BCCI in its absolute discretion notwithstanding that such entity otherwise fulfils the eligibility criteria set out in this RFP.

Only one Proposal may be submitted by each Interested Party which for the purposes of this Section shall include any person which is Connected to any Interested Party.

3. THE SERVICES

3.1 A broad overview of the Services are set out in **Schedule 2** of this RFP, whilst the full details of the Services to be provided by an Interested Party are set out in **Schedule 1** of the Services Agreement, which itself is at **Schedule 3** to this RFP. The Services are to be delivered and invoiced to BCCI in the manner which is contemplated in this RFP and is set out in the Services Agreement.

3.2 A Services Agreement is set out in **Schedule 3** of this RFP and contains further details in respect of the rights and obligations of each party. Interested Parties are required to fill in details wherever required and thereafter execute and deliver the same as part of their respective Proposals, as contemplated in Section 8.2. BCCI will countersign the Services Agreement within 5 days of announcing the successful Interested Party. Appropriate stamp duty as per the provisions of the Maharashtra Stamp Act, 1958 shall be paid solely by the successful Interested Party. The successful Interested Party shall not be entitled to enter into negotiations in relation to any aspect of the Services Agreement.

4. REQUIREMENTS FOR PREPARATION AND SUBMISSION OF PROPOSALS

4.1 Further Information

Interested Parties shall remain responsible for obtaining all further information necessary or expedient for the purpose of submitting their respective Proposals, and will be deemed to have done so before submitting any Proposal. No irrelevant query will be entertained and the decisions of BCCI in this regard shall be final. No Interested Party shall, in the process of seeking clarifications or requesting further information, enter into any contractual negotiations in relation to the Services Agreement or otherwise. Further, no Interested Party shall, in the process of seeking clarifications, submit a request for information relating to any internal processes followed by BCCI. BCCI reserves the right, to be exercised at its sole discretion, to request further information from any Interested Party and the replies to any such request shall be deemed to form part of such Interested Party's Proposal and shall therefore be the subject of the warranty contained in the Proposal Submission Letter to be submitted by such Interested Party as part of its Proposal.

Requests from Interested Parties for clarification and/or further information relating to this RFP must be addressed to BCCI by email to rfp@bccci.tv and marked for the attention of Chairman IPL, Governing Council BCCI and received by BCCI on or before 12.00 pm (IST) on Tuesday 25th February 2020. Any clarification issued by BCCI will automatically become part of this RFP and will, if appropriate, be reflected in the Services Agreement, which the Interested Parties will be required to submit along with their proposal.

The BCCI reserves the right to aggregate all requests from Interested Parties for clarification and/or further information, and the BCCI's responses to such requests, and to provide the consolidated list or requests and responses to all Interested Parties. Such information shall be deemed to be Confidential Information for the purposes of clause 10 of this RFP.

4.2 No Conditionality

Interested Parties may not make any of their Proposals subject to any form of conditionality or limitation including, without limitation, the identity of, or particular arrangements being put in place with, any other third party. Any such conditional Proposals may be summarily neglected and/or rejected at BCCI's sole discretion.

4.3 Proposal Costs

Each Interested Party is solely responsible for all costs, expenses and liabilities incurred by it in the preparation and submission of its Proposal and any responses to requests for further information by BCCI.

5. AMENDMENT/ADDENDUM

5.1 The information set out in this RFP is in summary form and does not purport to contain complete descriptions of the arrangements relating to: (i) the organisation, staging and format of the League and Matches and (ii) the Services or the terms and conditions affecting the provision of the same, all of which may be subject to change and amended by BCCI in its discretion. This RFP does not contain any warranty, assurance or representation of any kind upon which any Interested Party is entitled to rely at any point in time whether in order to bring any claim, action or proceedings of any kind against BCCI or any other person (including without limitation for misrepresentation and/or breach of any duty) or otherwise.

5.2 At any time prior to the last date for submission of Proposals, BCCI may, either for any supervening factors and/or events or in response to a bona fide request for further information (including clarification) by an Interested Party or otherwise, at its sole discretion modify, add or alter the terms in and/or the conditions of this RFP including the Services Agreement by issuing an amendment and/or addendum(s) or otherwise, without any obligation to provide reasons.

Any such amendment(s)/addendum(s), if any, will be notified in writing to the Interested Parties as soon as practicable and will form part of this RFP and will be binding. BCCI may at its sole discretion extend the deadline for the submission of Proposals.

Any such amendment(s)/addendum(s) made by BCCI shall be without any liability attaching to the BCCI and shall not entitle any Interested Party to raise a claim or dispute of any kind against BCCI.

6. REQUIREMENTS OF THE RFP

6.1 Each Interested Party shall, at the time of submission of its Proposal, submit the following documents (together the “**Proposal Documents**”), to be initialled on each page and signed by the Interested Party/its authorised representative. Any such representative’s authorisation should be confirmed by a written Power of Attorney/Board Resolution accompanying the Proposal:

- (a) a Proposal Submission Letter together with the supporting documents required to be provided as set out in **Schedule 4** of this RFP;
- (b) an Affidavit which is to be attested/notarized on Rs.100 stamp paper as per **Schedule 5** of this RFP;
- (c) a detailed Fan Park Plan in respect of the 2020 Season including full details of:
 - the Interested Party’s plans and proposals for the provision of the Services and an indication of the Cities at which it intends to stage its Fan Parks during the League and prior to the Playoffs from a list of cities provided by BCCI in **Schedule 5** of the Services Agreement,
 - potential revenue from food and beverage concessions to be received by the Interested Party (it being acknowledged that all food and beverage concessions should be branded in accordance with the Services Agreement),
 - all items of expenditure to be incurred by the Interested Party in connection with staging the Fan Parks,
 - the range and level of resources that will be used to stage the Fan Parks including a staffing plan,
 - the management structures proposed for staging the Fan Parks (including key account management personnel),
 - any proposed sub-contracting of the provision of any of the elements of staging the Fan Parks (with full details of the proposed sub-contractors), it being acknowledged that sub-contracting shall require BCCI’s prior written approval,
 - the service levels and timelines regarding the delivery of the Fan Parks,
 - potential pre-event marketing and promotional plans,
 - sample site plans showing the location of the stage and big screen, hospitality area, family area, seating area for disabled and elderly, first aid post, toilet facilities, concession, activation and merchandising points,
 - sample security plan including details of ingress and egress as well as contingency and emergency plans, and the provision of information and reporting to BCCI;
- (d) the Budget in the form set out in **Appendix 2** to the Services Agreement duly completed with the Interested Party’s proposed costs, charges and the fee it proposes to charge BCCI (the “**Fee**”),

- (e) detailed documentary evidence demonstrating the Interested Party's credentials regarding the criteria set out in Section 2.2 above, including letters of recommendation, evidence of previous relevant expertise, letters from other companies for whom the Interested Party has worked previously for staging and organising similar events, details of other events which the Interested Party has worked on, staffing plan listing all the resources who will be working on the scope of the Services, both at the Venues and central level, list of past clientele with contact details of references at a senior executive level and the proposed team profile/detailed résumés of the Interested Party's key responsible management and creative staff that would be involved in staging of the Fan Parks; and
- (f) two identical originals of the Services Agreement, as provided at **Schedule 3**, each stamped for a minimum of INR 100 (appropriate stamp duty as per the provisions of the Maharashtra Stamp Act, 1958 shall be paid solely by the successful Interested Party) and duly signed and initialled on every page by an authorised signatory for and on behalf of the Interested Party, but otherwise unaltered save that the Interested Party shall insert the following details:
 - (i) the full name and registered office address of the Interested Party at the start of the Services Agreement;
 - (ii) the email id and name of the relevant person for notices in paragraph 6(b); and
 - (iii) full name of the Interested Party on the signature page.
- (g) confirmation that its Proposal for the provision of the Services complies with any and all applicable national and local laws; and
- (h) contact details (address, phone and email) of the representative of the Interested Party who BCCI shall inform of its decision in respect of the Proposal.

6.2 By the submission of a Proposal, the Interested Party warrants and represents to the BCCI that:

- (a) it shall not claim any association with the BCCI or the IPL in relation to its Proposal or otherwise;
- (b) it will observe all statutory and competition-related provisions of BCCI, as well as specific instructions and all applicable national and international laws; and
- (c) the information contained in its Proposal shall not be false or misleading and that if, following submission of the Proposal, there is any change in the Interested Party's circumstances which may affect such information, the Interested Party shall promptly notify BCCI in writing setting out the relevant details in full.

7. SUBMISSION OF PROPOSALS

7.1 Only the persons who comply with the eligibility requirements set out in Section 2 above are entitled to participate in this process and to submit a Proposal. Any Proposal submitted

by any person who is not eligible as per the requirements of the above-mentioned eligibility Section may be rejected by BCCI in its absolute discretion.

7.2 The duly signed Proposal Submission Letter together with the supporting documents referred to in Section 6.1 (a), the Affidavit referred to in Section 6.1 (b) and the contact details referred to in Section 6.1 (h) should be enclosed in one envelope clearly labelled as follows: “*Envelope A – Proposal Submission Letter and Affidavit*”. For avoidance of doubt, Envelope A shall comprise the following:

- (a) Proposal Submission Letter in the format provided in **Schedule 4** of this RFP (Section 6.1.(a)), and the further documentation as listed in **Schedule 4** of this RFP;
- (b) incorporation date, registered office and registered number of the Interested Party;
- (c) details of all shareholders in the Interested Party and their respective percentage shareholding (unless the same is a listed company whose shares are traded on any recognised investment exchange in which event details are provided of any shareholder who owns or Controls 10% or more of the shares of such entity);
- (d) copies of the audited financial accounts of the Interested Party for the immediately preceding 3 year period;
- (e) if the Interested Party forms part of a Group of companies an organisation chart of such Group including details of any person who owns shares in any company in such Group together with details of the ultimate Controller of the ultimate holding company of such Group; [*Please write “Not Applicable” if you don’t form part of Group of Companies*]
- (f) details of all directors of the Interested Party;
- (g) details of the senior management who will be responsible for the provision of the Services;
- (h) certified true copies of all constitutional documents relating to the Interested Party including certificate of incorporation, memorandum and articles of association, partnership deed etc;
- (i) an Affidavit which is to be attested/notarized on Rs.100 stamp paper as per **Schedule 5** of this RFP (Section 6 .1(b)); and
- (j) contact details (address, phone and email) of the representative of the Interested Party who BCCI shall inform of its decision in respect of the Proposal (Section 6.1 (h)).

7.3 The information and evidence referred to in Section 6.1(c), (e), and (g) should be enclosed in a separate envelope clearly labelled: “*Envelope B – Staging of IPL Fan Parks - supporting documents*”. For the Avoidance of doubt, Envelope B shall comprise the following:

- (a) a detailed Fan Park Plan in respect of the 2020 Season as per Section 6.1(c);
 - (b) detailed documentary evidence demonstrating the Interested Party's credentials as per Section 6.1(e);
 - (c) confirmation that its Proposal for the provision of the Services complies with any and all applicable national and local laws as per Section 6.1(g).
- 7.4 The proposed Budget and Fee as mentioned in Section 6.1 (d) along with the duly executed Services Agreement as mentioned at 6.1 (f), should be enclosed in a separate envelope clearly labelled as follows: “*Envelope C - Staging of IPL Fan Parks: Fee and Budget and Service Agreement*”. The proposed Budget and Fee should only be contained in Envelope C and not in Envelopes A or B.
- 7.5 The three envelopes containing the Proposal Documents must be identified as per the instructions in Section 7.2 and 7.3 and must together be contained in another sealed outer envelope and marked as follows:

Request for Proposal – Staging of IPL Fan Parks
Attn of: Honorary Secretary, BCCI.

There should be nothing on the outside of the outer envelopes containing the Proposal Documents which identifies or indicates the identity of the Interested Party. There should be a covering letter accompanying the sealed envelopes (separate from the Proposal Submission Letter) stating that the Interested Party has submitted the documents in time, which will be countersigned by the Officer receiving the documents and will record the time of their submission by the Interested Party.

- 7.6 The Proposal Documents in sealed envelopes, as above, shall be delivered by hand by an authorised representative of the Interested Party **by 11 AM (IST) on 02nd March 2020** to BCCI Office, Cricket Centre, Wankhede Stadium, Mumbai 400 020. No Proposal in torn condition or in unsealed envelopes will be accepted. All Proposal Documents must be delivered at the same time and no further documents or Proposals will be accepted past this time and date unless BCCI decides otherwise in its absolute discretion. Please also note that BCCI intends to ask each relevant Interested Party (being Interested Parties whose documents in Envelopes A, B and C conform with the requirements of this RFP) to make a presentation to the BCCI on the day on which the Proposals are submitted, in the manner specified in Section 8 below.
- 7.7 The Proposal Documents submitted by all Interested Parties shall be retained by BCCI and no Interested Party shall assert ownership or any rights in respect of the content in the Proposal Documents for any reason including to seek to prevent the use of the same by any party.

8. SELECTION OF THE WINNING PROPOSAL

- 8.1 BCCI shall upon receipt of all Proposals, evaluate the Proposals immediately thereafter in the following manner:

- (a) **Round 1:** Envelope A of all Interested Parties will be opened first (while all Envelopes B and C will remain unopened) and examined for conformity with this RFP. Those Interested Parties whose respective Envelopes A are found to be in conformity with this RFP shall be declared eligible for proceeding to Round 2. The respective Envelopes B and C of those Interested Parties whose respective Envelopes A are not found to be in conformity with this RFP shall be returned to the respective Interested Party unopened.
- (b) **Round 2:** The respective Envelopes B of those Interested Parties who are declared eligible for proceeding to Round 2 shall then be opened. A panel constituted by the BCCI will then decide the order in which each such Interested Party will make a presentation before the said panel. The said presentation is expected to briefly deal with the detailed contents of Envelope B and answer any queries that the panel may have including in relation to the said contents. During the period an Interested Party is making its presentation, the representatives of other Interested Parties will be requested not to remain present. After all the presentations are over, the panel will deliberate in the absence of the representatives of any Interested Party. Thereafter, the panel may, at its discretion, either (i) declare that all the Interested Parties who have made presentations are eligible for proceeding to Round 3; or (ii) shortlist some Interested Parties (and not others) and declare only the shortlisted Interested Parties as being eligible for proceeding to Round 3. In the event, the panel shortlists some Interested Parties for proceeding to Round 3, the respective Envelopes C of those Interested Parties who are not shortlisted shall be returned unopened to the respective Interested Party. All Interested Parties agree and acknowledge that any decision regarding short-listing will be based on the panel's subjective assessment and shall be final and binding on all Interested Parties.
- (c) **Round 3:** The respective Envelopes C of those Interested Parties who have been declared eligible for proceeding to this Round 3 shall then be opened. After the respective Envelopes C of such Interested Parties are opened and examined for conformity with this RFP, the panel may, at its discretion, adopt any of the following courses of action:
- (1) immediately declare the successful Interested Party from amongst those Interested Parties whose respective Envelopes C are found to be in conformity with this RFP;
 - (2) ask all Interested Parties whose respective Envelopes C are found to be in conformity with this RFP to submit revised proposed Budget / Fees (which shall not be higher than the respective proposed Budget / Fees originally proposed by such Interested Parties in their respective Envelopes C) and thereafter declare the successful Interested Party;
 - (3) in the event only one Interested Party is declared eligible for proceeding to Round 3 and/or in the event only one Interested Party's Envelope C is found to be in conformity with this RFP, negotiate the proposed Budget / Fees with such Interested Party provided that the re-negotiated proposed Budget / Fees shall not be higher than the proposed Budget / Fees originally proposed by such Interested Party in its Envelope C;

- (4) cancel the entire process conducted under this RFP provided that this course of action shall be adopted only if, after adopting the course of action set out in either Section 8.1(c)(2) or Section 8.1(c)(3) above, the panel is of the view that the outcome is not in the best interests of the BCCI; or
 - (5) such other course of action as it considers appropriate in the circumstances having regard to the best interests of the BCCI.
- 8.2 BCCI intends to complete the entire process above mentioned on the same day as submission of Proposals, however retains the right to extend the process at its discretion. Interested Parties should be aware that their presentations in Round 2 should ideally last no longer than 20 minutes in total. The respective authorized signatories who have signed the Services Agreement and any other documents submitted by the respective Interested Parties as part of their respective Proposals should remain available in person at the place where the above-mentioned process is being carried out.
- 8.3 BCCI is under no obligation to give any reasons for any rejection or for any other decision made in connection with this RFP or the RFP process.
- 8.4 The appointment of the successful Interested Party will be conditional upon and subject to, inter alia the execution by such Interested Party and BCCI of the Services Agreement with the inclusion therein of the relevant commercial terms including Fan Park Plan and the Fee to be paid by BCCI and submission of the Bank Guarantee by such Interested Party in accordance with Section 2.3. The relevant Interested Party shall, upon being informed under Section 8.1 that its Proposal has been successful, work in good faith with BCCI and BCCI shall execute the Services Agreement (so submitted by the Interested Party along with its proposal) and deliver to BCCI the Bank Guarantee within 10 Business Days as detailed at Section 2.3.
- 8.5 By submitting a Proposal each Interested Party irrevocably agrees to the above-mentioned process for the selection of the winning Proposal. Once submitted no Proposal may be withdrawn at any time and will be capable of acceptance by BCCI until such time as the appointment of the Interested Party has become unconditional and the Services Agreement has been counter-signed by BCCI.
- 8.6 For the avoidance of doubt, BCCI is not obliged to accept the lowest monetary offer and Interested Parties hereby acknowledge that BCCI shall be entitled to accept the offer which the BCCI in its own opinion and absolute discretion considers to be the in the best interests of the BCCI. BCCI reserves the right, to be exercised in its sole discretion, to waive each and any of the conditions and requirements in relation to any Interested Party at any stage during the process.

9. ACCEPTANCE OF TERMS AND CONDITIONS

- 9.1 Each Interested Party irrevocably and unconditionally accepts and agrees that by submitting a Proposal:
 - (a) it agrees to be bound by the terms, conditions and obligations set out in this RFP and in the Services Agreement;
 - (b) it has read and understood, and agrees and accepts, the provisions and procedures,

and terms and conditions (including the outcome) of this RFP and the Services Agreement;

- (c) by submitting a Proposal it is warranting that it is a person who satisfies all eligibility requirements referred to in Section 2 and that all information provided by it in connection with its Proposal (including without limitation as set out in the Proposal Submission Letter) is at the date of submission of the Proposal true and accurate in all aspects and that if after the date of such submission and before the appointment of the successful Interested Party any circumstances occur which would render any such information inaccurate it shall inform BCCI (providing full details) immediately; and
- (d) neither it nor any entity with which it is Connected is involved in any proceedings or in default of any contractual obligation or undertaking in each case of the kind referred to in Section 2.4.2.

10. CONFIDENTIALITY

- 10.1 All information of whatever nature and in whatever format contained within any Proposal and/or any response or clarification (whether oral or written) provided by or on behalf of BCCI to any Interested Party during the RFP process is and shall be kept strictly confidential by the Interested Party.
- 10.2 Accordingly, in consideration of BCCI allowing that Interested Party to participate in the RFP process contemplated by this RFP, each Interested Party accepts that, by submitting any Proposal, it is undertaking to BCCI:
 - (a) to keep all Confidential Information private and confidential and to use any and all Confidential Information solely in order to consider making and/or to make a Proposal, in order to seek to obtain an award of the right to provide the Services and in order to take part in the RFP process;
 - (ii) not to disclose, distribute, publish, circulate or reveal any Confidential Information to any person other than to those persons who are required to receive and consider the same for the purpose of formulating the relevant Proposal and/or their professional advisers under conditions of confidentiality; and
 - (iii) not to discuss the terms of this RFP or the Interested Party's proposal with any rival applicants.
- 10.3 **"Confidential Information"** means all information in whatever form and however stored (including, without limitation, written, oral, visual or electronic) relating directly or indirectly to the content of the discussions between BCCI and the Interested Party relating to this RFP, the Interested Party, its Proposal and/or any Services Agreement, the fact that such entities are discussing its Proposal and/or any Services Agreement and the status of those discussions and/or the existence, nature and terms of any Proposal, or any subsequent discussions, agreements or arrangements relating thereto, and all information (whether of a technical nature or otherwise) relating to the business or affairs of BCCI (and/or its/their commercial partners, or associated or subsidiary entities) as may be communicated by or on behalf of the BCCI to the Interested Party during the RFP process and any subsequent negotiations in connection therewith.

- 10.4 The Interested Party is strictly prohibited from making any form of public announcement or statement relating directly or indirectly to this RFP, the RFP process, BCCI, the IPL and/or its Proposal (whether ultimately appointed or not) without the prior written consent of the BCCI, which may be given or withheld in the BCCI's absolute discretion. Each Applicant acknowledges and agrees that the BCCI shall have the sole right to make any announcement in relation to this RFP, the RFP process and the selection and/or appointment of any Interested Party (if at all).
- 10.5 The BCCI retains the express right to disclose any and all information provided to it by the Interested Party as part of the RFP process or in its Proposal to any third party where required to make such disclosure pursuant to a legally binding order of any court or any legally binding order of a regulatory, judicial, governmental or similar body of competent jurisdiction.

11. INTELLECTUAL PROPERTY

- 11.1 By the submission of a Proposal, the Interested Party warrants and represents to BCCI that:
- (a) all elements of the Proposal do not infringe any third party rights;
 - (b) it owns all rights of any nature in its Proposal; and
 - (c) it shall not use or reproduce any Intellectual Property owned by the BCCI except as permitted by the BCCI.
- 11.2 The Interested Party acknowledges that all Intellectual Property rights and all commercial rights in relation to the IPL including but not limited to its names, logos and trophies, remain the exclusive property of BCCI.
- 11.3 Proposals and other supporting papers that may be furnished shall become the property of BCCI upon their delivery and BCCI will not be obliged to return them. Irrespective of whether any Proposal is successful or not, BCCI shall be entitled to use (free from any payment or restriction) all ideas, concepts, recommendations or other materials (save for trademarks and copyrighted materials) contained in such Proposal or otherwise communicated to BCCI during the RFP process. The Interested Party waives and shall not make any claim against BCCI in respect of any use made by BCCI of any Intellectual Property or other similar rights relating to the ideas, concepts or any other materials (save for any trademarks or copyrighted materials of the Interested Party) contained in its Proposal.

12. GENERAL

- 12.1 No warranty or representation (express or implied) as to the reliability, completeness or accuracy of the information in this document or any other information at any time made available to the Interested Party in connection with this RFP or the RFP process is given by BCCI or any other person. Accordingly, each Interested Party and recipient of this RFP shall be responsible for verifying the accuracy of all information contained in this RFP and for making all necessary enquiries prior to the submission of its Proposal. Neither BCCI nor any of its associates, agents, employees, officers, officials or representatives will be liable for any claims, losses or damages suffered by any Interested Party, prospective

Interested Party or other recipient of this RFP in relation to this RFP, the RFP process, the selection and/or appointment (or rejection) of any Interested Party, as a result of any reliance on any information contained in this RFP or otherwise. The Interested Party expressly waives any right of action it may have against the BCCI with regards to the RFP process.

- 12.2 In furnishing this RFP, BCCI does not undertake or agree to or acknowledge any obligation to provide to the Interested Party any additional information or to respond to any queries or to update this RFP or to correct any inaccuracies which may become apparent in it.
- 12.3 Neither the issue of this RFP nor any part of its content is to be taken as any form of commitment or acknowledgment on the part of BCCI to proceed with any Proposal or any Interested Party and BCCI reserves the unfettered right to annul, terminate and/or reject any Proposal or to vary or terminate the RFP procedure at any time or stage and in any way without giving any reasons. No Interested Party shall have any cause of action or claim against BCCI or any other person for the annulment or termination of the RFP procedure or rejection of its Proposal. This RFP does not, and is not intended to, constitute a contract, invitation to treat or an offer which is in any way capable of acceptance by any Interested Party.
- 12.4 BCCI reserves the unfettered right and absolute discretion and without any liability whatsoever to any Interested Party:
 - (a) to cancel the entire process at any stage prior to the execution by BCCI of a binding Services Agreement with an Interested Party without giving any reasons and without giving any prior notice; or
 - (b) to amend, vary, waive and/or modify any or all of the terms and conditions of this RFP (including the Services Agreement) pursuant to Section 5 above.
- 12.5 Neither BCCI nor any of its officers, officials, employees or agents shall, in any circumstances whatsoever be responsible or liable in any manner or mode by whatever name called or described for any costs, liability, losses, damages or expenses of any kind whatsoever incurred or suffered in connection with or as a consequence of the preparation or delivery of any Proposal, or compliance with or with a view to compliance with any of the requirements of this RFP by any Interested Party.
- 12.6 Any concealment of any material fact by or on behalf of any Interested Party may, at BCCI's discretion and without prejudice to BCCI's other rights and remedies, lead to disqualification of the Interested Party.
- 12.7 The grant of any right to provide the Services shall be conditional upon BCCI countersigning the Services Agreement and the Interested Party submitting the Bank Guarantee within the stipulated time.
- 12.8 No Interested Party (or any person in any way Connected with or acting on behalf of an Interested Party) shall take any action (other than the submission of a Proposal in accordance with this RFP) which is intended or likely to influence any award of rights under this RFP and any such action may, at BCCI's discretion, result in the immediate disqualification of the relevant Proposal.

- 12.9 Each Interested Party will immediately inform the BCCI of any change in Control of its ownership or any change to its senior management. The BCCI reserves the right to reallocate any and all aspects of the Services if there is a change in Control in the Interested Party's ownership or if the senior management of the Interested Party changes.
- 12.10 References to the singular shall, where appropriate, include the plural and vice versa and references to one gender shall include all other genders.
- 12.11 The schedules shall be deemed to be incorporated into and form part of this RFP.

13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1 This RFP shall be governed by and construed in accordance with Indian law and the Courts at Mumbai, India shall have exclusive jurisdiction in relation to all matters arising out of or connected with this RFP.
- 13.2 If any dispute arises under this RFP which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration under The Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment/replacement thereof then in effect and conclusively resolved by a single arbitrator appointed by mutual consent of parties or failing which by such process as is laid down in said Act.
- 13.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 13.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties.
- 13.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 13.6 BCCI shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai in connection with this RFP including without limitation if it reasonably believes that damages may not an adequate remedy for any breach by any Interested Party of the terms of this RFP

**For and Behalf of
The Board of Control for Cricket in India**

Hon Secretary, BCCI

18th February 2020

SCHEDULE 1 (of RFP)

GLOSSARY OF TERMS

Affiliate, with respect to any party, means any corporation, joint venture, or other business entity (i) which owns at least 20% of the share capital or equity interest of such party, (ii) in which such party owns at least 20% of its share capital or equity interest, (iii) at least 20% of the shares of which are owned by the Parent Company of such party, or (iv) which Controls, is Controlled by or under common Control with such party and “**Affiliated**” shall be construed accordingly.

Bank Guarantee shall have the meaning in the Services Agreement.

Budget shall have the meaning in the Services Agreement.

Business Day shall mean any day (apart from Saturday or Sunday) on which banks in Mumbai are generally open for business.

City shall have the meaning in the Services Agreement and “**Cities**” shall be construed accordingly.

Commencement Date shall have the meaning ascribed to it under the Services Agreement.

Conflict of Interest Rules shall mean Rules 38 and 39 of the Memorandum of Association and Rules and Regulations of BCCI as amended from time to time. The current Conflict of Interest Rules are annexed as **Schedule 6** to the Services Agreement.

Connected: for the purposes of this RFP one person shall be “**Connected**” to another person:

- (i) where such other person is in an Unlisted company, it directly or indirectly owns or in the previous three years has owned 10% or more of any shares carrying voting rights in such other person or has or in the previous three years has had any direct or indirect interest of any kind in any shares in such other person;
- (ii) where such other person is a Listed company, it directly or indirectly owns or in the previous three years has owned any shares in such other person or has in the previous three years had any direct or indirect interest of any kind in any shares in such other person except where 5% or less of such shares are owned or at the subject of such interest;
- (iii) where both such persons are companies in the same Group;
- (iv) where either of such persons Controls the other;
- (v) where one person is a company the other is a director or officer of such company; and/or
- (vi) where both such persons are individuals, they are related to each other (being both members of the same family, which expression shall mean immediate family together with any persons who are members of the immediate family of any such family member (such as cousins and uncles)),

and “**Connection**” shall be construed accordingly.

Control means the power of a person (directly or indirectly) to direct or cause the direction of the management and policies of any other person or the ownership (directly or indirectly) of more than fifty percent (50%) of the equity or capital of, or the voting power in, any other person and “**Controls**”, “**Controlled**” and “**Controller**” shall be construed accordingly and a “**Change of Control**” shall occur if (i) a person who Controls another person ceases to do so; or (ii) a different person acquires Control of such other person; or (iii) any person acquires Control of another person in circumstances where no person previously Controlled such other person.

Fan Park Logo shall have the meaning in the Services Agreement.

Fan Parks shall have the meaning in the Services Agreement.

Fan Park Plan shall have the meaning in the Services Agreement, being the document to be delivered as part of a Proposal and as described in Section 6.1 (c).

Final shall have the meaning in the Services Agreement.

Franchisee shall have the meaning in the Services Agreement.

Group shall mean a group of companies comprising of all companies which are under the same management according to the conditions set out in the Companies Act 2013 (India) and include all companies that are Affiliates of such companies. The ultimate parent company of the Interested Party and all enterprises whose accounts are consolidated on a line-by-line basis in such ultimate parent company’s audited financial statements shall also form part of the Group.

Intellectual Property shall mean all copyright and other intellectual property rights howsoever arising and in whatever media now known or hereafter devised, whether or not registered or capable of registration, including copyright, trade marks, service marks, trade names, registered designs, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world.

Interested Party shall mean any Person which submits a Proposal to BCCI in response to this RFP.

League, IPL or Event shall mean the Twenty20 cricket tournament known as The Indian Premier League.

League Match or Match shall have the meaning in the Services Agreement.

League Season or Season shall have the meaning in the Services Agreement.

Listed shall, in relation to a company, mean that all or part of its shares are listed and traded on a recognised investment exchange, whether in India or elsewhere.

Official Sponsor shall have the meaning in the Services Agreement.

Person or person means any natural person, company, firm, partnership, unincorporated association and any other entity of any kind whatsoever who or which is capable to contract under the Indian Contract Act, 1872.

Playoffs shall have the meaning in the Services Agreement.

Proposal shall mean a written offer to acquire the right to provide the Services during the Term, and which is submitted to BCCI subject to, and in accordance with, the terms and conditions of this RFP.

Proposal Submission Letter shall mean the letter to be submitted by each Interested Party in the format provided in **Schedule 4** of this RFP.

Request for Proposal or RFP shall mean this Request for Proposal document together with all Schedules which form part of it.

Services shall mean the services referred to in **Schedule 1** of the Services Agreement, which shall be provided by the successful Interested Party pursuant to the Services Agreement.

Services Agreement shall mean the written agreement to be entered into between BCCI and the successful Interested Party in the form at **Schedule 3**.

Stadium shall mean each stadium at which a Match is staged and “**Stadia**” shall be construed accordingly.

Team shall mean each team which forms part of the League from time to time.

Term shall mean the period commencing with the signature of the Services Agreement and ending on 31 July 2021, as the same may be extended by BCCI such that it ends on 31 July 2022.

Unlisted shall, in relation to a company, mean that none of its shares are listed and traded on a recognised investment exchange whether in India or elsewhere.

Venue shall have the meaning in the Services Agreement.

Venue Agreement shall have the meaning in the Services Agreement.

SCHEDULE 2 (of RFP)

OVERVIEW

FAN PARK OVERVIEW

This Schedule provides a broad overview of the Services, whilst the full details of the Services to be provided by an Interested Party are set out in **Schedule 1** of the Services Agreement, which itself is at **Schedule 3** to this RFP.

The VIVO IPL Fan Parks are to enable all fans to have a stadium like experience through screening of the matches on giant screens at specifically selected Cities. Along with the screening of Matches, visitors to the Fan Parks will also be able to experience the IPL stadium atmosphere with the inclusion of MCs, music and DJs, concession and merchandising stalls and activations with participation from Official Sponsors.

Fan Park Selection

Fan Parks will take place each weekend of the League Season (including the opening weekend or the first day of the League season if it does not start at a weekend) with five Cities each weekend hosting a Fan Park on both Saturday and Sunday (being eight weekends and therefore 40 Fan Parks in total).

Fan Parks will take place during the Play Off week (to include Q1, Eliminator, Q2, the Women's T20 Challenge final and the IPL Final); in five Cities chosen from those listed in **Schedule 5**

SECTION I - FAN PARK OPERATIONS

Venues

The successful Interested Party will need to work with BCCI in identifying a suitable number of Venues to host the Fan Parks in the relevant Cities from the list in **Schedule 5** of the Services Agreement.

Each Venue should satisfy the following criteria:

- (i) each Venue to a minimum size of 350ft x 250ft
- (ii) capacity to hold at least 10,000 people;
- (iii) easy access to and from the Venue for the public by road, rail and public transport;
- (iv) sufficient parking capacities for both two and four wheeled vehicles;
- (v) the provision of a stage and LED Screen;
- (vi) inclusion of a hospitality area with an indoor air-conditioned area and outdoor seating for at least 25 people,
- (vii) in addition to the outdoor seating referred to in (vi) above, inclusion of a dedicated outdoor seated area with 20 seats for pregnant women, women carrying infants, disabled, or elderly fans, including available space and access for wheelchair users

- (viii) inclusion of a dedicated family area for parents accompanying children which should not admit adults unless they are accompanying children;
- (ix) infrastructure (temporary or permanent) for food and beverage concessions and the Company shall ensure that a variety of food and beverage is available which shall take account of the weather (such that by way of example ice cream and golás shall be available on warm days);
- (x) the provision of free drinking water for public and staff with drinking vessels of sustainable/recyclable material;
- (xi) the provision of a seated area adjacent to the food and beverage concessions with suggestions for temporary seating for up to 100 members of the public. The nature of the seating used must be that it can be quickly removed/dismantled if the area becomes crowded;
- (xii) capacity to accommodate Franchisee, Official Sponsor and other third party activations as required; and
- (xiii) provision of adequate and well lit toilet facilities for both male and female personnel (temporary or permanent) to cater for the capacity of the Fan Park.

Duration

Each Venue shall on each relevant day open no less than 2 and no more than 4 hours before the scheduled start time of the first Match on such day and remain open until at least the finish of the post-Match presentation following the final Match on any given day or following the post-Match presentation of any Playoff and Final (as appropriate). At 4pm on any day before each Fan Park is scheduled to take place the successful Interested Party should test all facilities to ensure that the Fan Park functions properly and efficiently.

Access

Access for visitors is to be free and granted on a first come first served basis. Sufficient security and crowd control measures should be in place to ensure visitor safety and that no overcrowding takes place. The agreed maximum capacity of each Venue shall not be exceeded and the interested party should produce an action plan to demonstrate how they would manage any overcrowding issues.

Each Venue will need to ensure easy access for visitors. This should include sufficient free parking for two and four wheeled vehicles as well as access to public transport routes.

The successful Interested Party should also employ a suitable accreditation system to enable access for the necessary staff if appropriate.

Match Feed

The successful Interested Party will be responsible for providing an LED screen and sourcing the match feed to show it on.

Areas/Enclosures

Within the general admission area there should be dedicated and secure areas for hospitality,

families, special needs and catering in the Venue as set out in **Schedule 1** of the Services Agreement.

Performers/Entertainment

Each Fan Park should be hosted by a master of ceremonies (MC), the standard of which should be the same as those found at IPL Matches. In addition to MCs, the successful Interested Party should also procure a DJ and also consider additional ways to engage with fans through the use of innings break performances, local celebrity attendances, cricket related activities and photo opportunities.

Merchandising/Activations

An appropriate number of stalls should be provided for the sale of Franchisee merchandise, sponsor stall, activations and sponsor activations. The interested party should suggest a number of (at least 4) activation ideas for the Venue as well as activities in the family area.

Venues should be also able to accommodate Official Sponsors and other third party activations wherever required. Examples of previous Official Sponsor activations include:

- Sponsor stalls
- Interactive games allowing Fans to compete for a variety of Sponsor provided prizes e.g. cricket nets.
- A Car Placement

Concessions

Each Fan Park should provide adequate concessions for the number of visitors attending. Concessions should provide a variety of food and beverage catering to both regional and national tastes which take account of and are suitable for weather conditions (e.g. the provision of ice cream and golas).

Drinking Water

Each Fan Park should provide adequate free drinking water for the number of visitors attending. All drinking vessels must be of a sustainable/recyclable material.

Health and Safety

The successful Interested Party will need to ensure that all necessary health and safety measures are taken at each Fan Park. This includes the provision of all necessary risk assessments and safety certificates for BCCI, which are also compliant with local authorities. Successful Interested Parties will also need to ensure the correct professional liability insurance is in place in relation to the Fan Park including for all temporary structures and in particular the LED Screens. All necessary precautions should be taken to ensure that structures are suitable for the weather conditions at each Venue, in particular to ensure these structures are safe in storms where high wind and rain may affect the Venue. For the avoidance of doubt, this should be signed off by qualified structural engineers and copies provided to BCCI.

Medical facilities should be in place at each Venue, including a first aid post staffed with a qualified first aider/nurse and an ambulance with a medic as well as driver. BCCI are to be provided with a list of hospitals in the vicinity of each Venue prior to the start of the season.

All necessary emergency and evacuation procedures and policies shall be put in place to BCCI's satisfaction, copies of all plans to be provided to BCCI prior to the start of the season. These should be updated if a specific venue has particular requirements.

SECTION II – OTHER DETAILS

Fan Park Marketing and Promotion

The Interested Party will work with BCCI on all marketing and promotional plans as set out in **Schedule 1** of the Services Agreement.

Marketing and promotional plans for Fan Parks should include the following:

1. Liaison with press and media including a press conference to take place in each City on a day advised by BCCI before each Fan Park or on the day before any Fan Park not taking place on a weekend with each press conference to include one participant from BCCI and one from the Local State Association
2. All promotional materials, such as the design, artwork and printing thereof.
3. The use of Canters to promote the Fan Parks, ensuring no less than 2 canters travel throughout the relevant City and areas surrounding each Venue advertising each Fan Park on each day and for not less than 4 hours per day on the 4 days leading up to each Fan Park. In addition, these canters should have a visible presence in the local catchment area during the Fan Park weekend.
4. Printing and distribution of 10,000 fliers in each city; 5,000 of which are to be distributed via the canter activity and the remaining 5,000 to be distributed as paper inserts. The Interested Party as part of their reporting to advise BCCI which newspapers were used.

The Interested Party will have to bear the cost of all marketing and promotion of the Fan Parks (to be included in the Budget) and it shall be subject to BCCI written approval.

Fan Park Sponsorship/Branding

All communications shall, in relation to the 2020 Season, refer to the Fan Parks as the VIVO IPL 2020 Fan Parks (and such title in future years as is notified to the successful Interested Party).

The logos of all Official Sponsors (which at the date of this RFP comprise – vivo, TATA Motors, Future Group, Dream 11, Paytm and CEAT) and others as and when advised by BCCI – shall all be shown on posters promoting the Fan Parks and on the inside back page of any publications produced by or on behalf of the Interested Party in relation to the Fan Parks in such manner as shall be approved by BCCI.

The Fan Park Logo shall be used in all communications regarding the Fan Parks.

The successful Interested Party shall ensure that the Venue dressing is to include complete perimeter branding encompassing the entirety of the Venue's internal and external walls. Such

dressings shall utilise IPL's 2020 "Look and Feel" Fan Park designs and colours for that season and shall be subject to BCCI approval.

Broadcast Rights

The rights to broadcast the Fan Parks are retained by BCCI and there shall be no income derived by the successful Interested Party from any broadcast rights or any other media rights in or to the Fan Parks. The successful Interested Party will be obliged to produce audio-visual footage and at least 100 still images of each of the Fan Parks, the copyright and absolute ownership of which shall be assigned to BCCI and BCCI which shall be free to exploit such rights in its absolute discretion.

SECTION III – STAGING RESPONSIBILITIES

The successful Interested Party should deliver a complete end to end solution for staging the Fan Parks. This would include taking responsibility for all elements of the Fan Parks. The successful Interested Party shall be responsible for all payment obligations in relation to the staging of the Fan Parks, subject only to payment by BCCI of the Fee. These are set out in Appendix 2 of the Services Agreement.

Such responsibilities at all Venues will include but not be limited to:

- Undertaking surveys of the designated Venues and working in conjunction with BCCI and Venue staff to ensure all necessary planning and coordination is in place.
- Sourcing and paying for Venues in each of the relevant Cities, the choice of such Venue to be approved by BCCI. Booking should include any set up days deemed necessary.
- Sourcing and paying for of all performers required e.g. MCs, DJs, innings break performers etc.
- Sourcing and paying for all necessary infrastructure and staff required.
- Design and delivery of outline plans for the Fan Parks for review by BCCI.
- Provision of risk assessments and safety certificates to include any necessary safety measures. Copies of all such risk assessments and safety certificates be submitted to BCCI at least three days before the start of each of the Fan Parks.
- Obtaining all necessary licences and consents from all relevant third parties and authorities including in respect of music and performing rights' clearances and all consents and permissions from the police. Copies of all such licences and clearances should be submitted to BCCI at least five days before the start of each of the Fan Parks.
- Provision and maintenance of professional liability insurance with limits of no less than Rs. 20 crores in respect of all Fan Parks and Fan Park cancellation insurance.
- Execution of a Venue Agreement in a form to be approved by BCCI. Copies of which should be submitted to BCCI at least five days before the start of each Fan Park.
- The provision of an appropriate number of competent, skilled and trained staff who will be responsible for the management and implementation of the Fan Parks at each Venue.
- Design and installation of Venue branding utilising the correct "look and feel"
- Design and installation of any temporary structures i.e. stages or merchandise stalls Installation

of an LED Screen.

- Design and installation of the sound rigs and systems required
- Provision, installation and operation of sufficient floodlights to ensure adequate security throughout the Venue to include all car parks, areas of ingress/egress and toilets.

SECTION V – FINANCIAL MODEL

- The only revenue associated with the Fan Parks to be retained by the successful Interested Party is the Fee and revenue from the sale of food and beverage and any other concessions included at the Venues (BCCI is to approve the price and menu). If Franchisees arrange for the sale of their merchandise then they shall be entitled to retain the revenue from such sales.
- As outlined in the RFP, the successful Interested Party will not receive any revenue from the Broadcast rights or from the Official Sponsors or Franchisees, notwithstanding the benefits received by them in relation to the Fan Parks.
- The Fee referred to in section 6.1(d) of the RFP shall be payable by BCCI to the successful Interested Party in accordance with the Staging Agreement.
- BCCI takes no responsibility for any shortfall in Revenue or overrun on expenditure.
- The successful Interested Party will take out all necessary insurances, including but not limited to third party liability with cover of at least Rs 20 crores and Fan Park cancellation insurance to cover payment of aborted expenses.
- The successful Interested Party will be liable for any claims made by third parties in respect of the Fan Parks.

SCHEDULE 3 (of RFP)
SERVICES AGREEMENT

THIS AGREEMENT is made between:

(1) **THE BOARD OF CONTROL FOR CRICKET IN INDIA** a society registered under the Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai 400 020, India (the “**BCCI**”); and

(2) _____

_____ **[insert COMPANY NAME and address]** (the “**Company**”)

WHEREAS:

- (A) The Indian Premier League (the “**League**”, “**IPL**” or “**Event**”) is a Twenty20 League organised by the BCCI.
- (B) The BCCI is desirous of engaging a service provider for provision of the Services as more specifically detailed in **Schedule 1** hereto for the Term specified herein.
- (C) In response to the Request for Proposal (as defined below) the Company (or persons acting on its behalf) submitted its Proposal and subsequently acquired the right to be appointed to provide the Services to the BCCI for the Term.
- (D) The BCCI is willing to appoint the Company and the Company wishes to be appointed to provide the Services (as defined below) on the following terms and conditions.

IT IS HEREBY AGREED as follows:

1. APPOINTMENT

1.1 The BCCI hereby appoints the Company to provide the Services in connection with the IPL during the Term and the Company hereby agrees to provide such Services in accordance with this Agreement including the Schedules. If and to the extent that during the Term the nature of the Services changes to any significant extent then each party shall in good faith discuss and agree any necessary additions or changes to this Agreement to reflect such changes and, in this regard, the Company shall act in accordance with BCCI’s reasonable instructions.

2. TERM

2.1 This Agreement shall take effect upon the Commencement Date and shall, unless terminated earlier, expire at the end of the Term. BCCI shall by giving written notice to the Company on or before 5pm (IST) on 30 September 2021 have the right to extend the Term for one year such that it expires on 31 July 2022 and if BCCI exercises this right then

the Company shall be obliged to provide the Services in respect of the 2022 Season on the terms and conditions of this Agreement.

3. DUTIES AND OBLIGATIONS OF THE COMPANY

3.1 The Company hereby warrants that it has and shall continue to have throughout the Term the requisite expertise and manpower required to provide the Services in accordance with the terms and conditions of this Agreement and as contemplated by the Request for Proposal together with the Company's Proposal and hereby undertakes and agrees with the BCCI that it shall, during the Term:-

- (a) in providing the Services, act with all such diligence, professionalism and care as would be expected of a prestigious organisation providing services similar to the Services at a world class sports event;
- (b) meet and co-operate with the BCCI insofar as the BCCI deems necessary in connection with the provision of the Services and act at all times in the best interests of the BCCI and the IPL;
- (c) comply with any and all instructions of the BCCI in connection with the provision of the Services;
- (d) comply with all of the obligations set out or referred to in **Schedule 1** fully and in a timely fashion (time being of the essence with regard to the provision of the Services);
- (e) keep the BCCI informed in writing promptly upon request about any information required by the BCCI in relation to the provision of the Services and immediately inform the BCCI in writing of any problems, errors, omissions and shortcomings of whatsoever nature or dispute of any kind in relation to the Services or their provision;
- (f) at all times act in good faith and in the BCCI's best interests in providing the Services;
- (g) keep BCCI informed on a regular basis (and promptly upon request) of all activities carried out by it in connection with the Services and shall, as soon as reasonably practicable, notify the BCCI in writing of any significant matter or occurrence in relation thereto;
- (h) make available personnel at its own cost in such numbers and of such qualifications, experience and competence as are necessary to carry out the Services (and ensure that such persons are allocated solely to providing the Services) and keep BCCI updated on the list and resumes of the Company's key personnel and staff engaged in carrying out the Services;
- (i) depute such personnel at its cost to BCCI office during the League, if requested by BCCI from time to time;
- (j) ensure that all of the personnel made available for the provision of the Services have sufficient past experience in providing services of a kind similar to the

Services and shall be well depicted and thoroughly professional in their conduct throughout the course of the provision of the Services and shall always act strictly as per the directions given to them, any instructions of the BCCI and in accordance with all Applicable Laws;

- (k) exercise requisite control and supervision over its personnel in the course of rendering the Services and be solely responsible and liable for its personnel and their conduct;
- (l) ensure that none of the personnel made available for the provision of the Services have been convicted of any criminal offence in the past, or has any past criminal record (barring minor traffic offences), and it shall be solely responsible to carry out a thorough background check on its personnel in order to ensure that none of the personnel so deployed has any past criminal record;
- (m) ensure that it obtains all relevant visas and other licences for its Personnel involved in the provision of the Services and shall maintain adequate insurance cover for its staff/personnel which shall include without limitation insurance in respect of personal accident and death and the BCCI shall not accept any liability of any kind in relation to any persons used by the Company to provide the Services or otherwise in connection with this Agreement;
- (n) not commit, cause or permit any illegal act in the course of the Services and shall at all times comply with all Applicable Laws in the provision thereof;
- (o) provide adequate supervision to ensure the correct performance of the Services by its executives /employees;
- (p) not make any derogatory or disparaging remarks about the League, the BCCI, any IPL franchisee or Team or any of the officers, officials or employees of the BCCI or any IPL franchise;
- (q) ensure that one senior account manager is available to meet with the BCCI to review the provision of the Services on a weekly basis or such other period as may be required by the BCCI from time to time;
- (r) not provide any services in relation to any cricket tournament in India which is not organised by or under the auspices of the BCCI or the ICC and shall not incur any liability on the BCCI's behalf nor in any way seek to commit the BCCI to any obligation, save to the extent otherwise provided for in this Agreement;
- (s) be fully responsible for all costs involved in performing the Services and any other obligations under this Agreement
- (t) comply with and procure compliance by all of its employees and contractors with, all security and access regulations that may be reasonable imposed by BCCI;
- (u) not exercise its rights of access to (i) intrude upon the privacy of a participant in any Match; (ii) interfere with the conduct of the Match; and/or (iii) violate security measures instituted to ensure safe conduct of the Match;

- (v) not in any manner whatsoever interfere with, encumber or hinder in exploitation the rights of any sponsor of the League; and
- (w) ensure that it does not have any conflict of interest in terms of the Conflict of Interest Rules and, in any event, forthwith notify BCCI if it has any such conflict of interest.

3.2 The Company acknowledges and agrees that none of the persons used by it in relation to the provision of the Services are or shall become (whether in relation to their involvement in the provision of the Services or otherwise) employees of the BCCI and if for any reason any such person claims to be or it is decided by any competent authority that such person is an employee of the BCCI then the Company shall indemnify the BCCI and keep the BCCI indemnified from and against all costs, claims, liabilities, expenses and obligations of any kind (including reasonable professional fees) arising out of or in relation to any such claim or decision.

3.3 The Company shall keep full and proper records and accounts of all work done and actual costs incurred in connection with providing the Services, including underlying documentation, for a period of no less than 1 (one) year after the Term, or such longer period as may be required in accordance with Applicable Law. Upon reasonable prior notice to the Company in writing and at a time which is mutually convenient, BCCI or its representative (being an accountant from a firm of reputable accountants appointed by BCCI) shall be entitled to inspect and take copies of such records and accounts and underlying documentation for the purposes of ascertaining whether the actual costs correlate with those as reported to BCCI. The costs of such inspection shall be paid by BCCI. Notwithstanding the foregoing, the Company shall provide BCCI, within 15 (fifteen) days of the final Match, with a detailed reconciliation statement of the costs for BCCI's internal records and/or internal audit requirements.

4. DUTIES AND OBLIGATIONS OF BCCI

4.1 BCCI shall notify the Company of any changes to the schedule of or Stadium for any Matches as soon as reasonably practicable.

4.2 BCCI shall not incur any liability neither on behalf of the Company nor in any way pledge or purport to pledge the credit of the Company or represent itself to any person as agent for, or of, the Company. However, BCCI shall be entitled to publicize and/or otherwise communicate to third parties the fact that it has engaged the Company for provision of the Services.

4.3 BCCI shall assist the Company, wherever possible, to obtain necessary cooperation from all persons connected with the Match.

5. CONSIDERATION

5.1 As consideration for and conditionally upon the due and proper performance by the Company of all of its obligations under this Agreement and receipt of an invoice the BCCI shall in respect of each Season pay to the Company the Budgeted Costs including the fee payable for delivery of the Services as set out in the Budget (the "Fee") which shall be payable:

- (a) 30% on the day falling 30 days before the first Fan Park;

- (b) 40% within 30 days of completion of the final Fan Park to be staged pursuant to this Agreement; and
- (c) 30% within 30 days of the reconciliation of all accounts of the Company, performance of all post Fan Park obligations by the Company and the final settlement of all costs/consideration in such year.

The Company shall as soon as practicable prior to the start of each Season (being not less than 30 days before the 2020, 2021 and if appropriate, 2022 Seasons) prepare and deliver to the BCCI a proposed budget for all/any of the expenses for any services requested by BCCI which are not mentioned in **Schedule 1** hereto, for BCCI written approval and shall be obliged to provide to the BCCI details and supporting evidence relating to the actual expenditure incurred. The BCCI shall, provided that each such budget is approved:

- (a) On or before the day falling five days before the first Match of the 2020 Season the 2021 Season and, if appropriate, 2022 Seasons) pay to the Company 50% of the aggregate total of the budgeted expenses for the relevant Season; and
- (b) Within 30 days of the final Match of each Season the parties shall work together to reconcile actual expenditure against budgeted costs and once such reconciliation is completed and mutually agreed the BCCI shall pay to the Company the balance of any sums due to the Company in respect of such Season.

5.2 All payments under this Agreement shall be paid in Rupees together with Goods and Services Tax/taxes (as may be applicable) or equivalent as may be payable thereon but after any deduction, withholding, Tax Deducted at Source (TDS) or set-off as required by law.

5.3 If and to the extent that for any reason the Company does not provide and/or does not deliver any of the items, things or services set out in the Budget then the BCCI shall by written notice to the Company be entitled to adjust the Fees on a pro rata basis and if such adjustment results in the BCCI having made any overpayment to the Company then the Company shall within 5 days of being notified of the adjustment repay to the BCCI the amount of such overpayment together with any relevant tax (as may be applicable) in respect thereof.

5.4 If it transpires, after the calculation of the amounts payable to BCCI under this Agreement, that the Company owes BCCI any sums then the Company shall pay all such sums within 15 days of written demand from the BCCI. In the event, the Company fails to pay the aforementioned amount, BCCI shall have the right to set off the amount from the Fees.

6. BANK GUARANTEE

6.1 For the purpose of securing the full performance by the Company of all of its obligations under this Agreement, the Company shall deliver to the BCCI an irrevocable and unconditional Bank Guarantee in the format prescribed in **Schedule 4** to this Agreement for an amount equivalent to 30% (thirty percent) of the estimated contract value for each Season on a rolling basis such that the 30% of the estimated contract value payable to the Company for each Season is guaranteed fully and without any interruption.

6.2 The Company shall furnish the Bank Guarantees in accordance with the following schedule:

- (a) the Bank Guarantee for the 2020 Season, no later than 10 Business Days from execution of this Agreement; and
- (b) the Bank Guarantee for the 2021 Season, no later than 31st December 2020; and if this Agreement is extended for the 2022 Season no later than 31st December 2021 2022.

If appropriate, once the Company furnishes the Bank Guarantee for the 2021 Season in accordance with the terms of this Agreement, BCCI shall, within 10 Business Days therefrom, return the existing Bank Guarantee, duly discharged to the Company and the same procedure shall apply for the 2022 Season if this Agreement is extended by BCCI. Each Bank Guarantee must be issued by an Indian Scheduled Bank (other than a bank specified below) unless otherwise stipulated by the BCCI. For the avoidance of doubt Bank Guarantees from Union Bank of India, Punjab National Bank, Indian Bank, United Commercial Bank and Dena Bank are not acceptable to the BCCI.

6.3 Failure to deliver the Bank Guarantee as provided herein and in the format prescribed in **Schedule 4** shall be a material breach of this Agreement for the purposes of paragraph 3 of **Schedule 3** of this Agreement.

7. MISCELLANEOUS

The Schedules form part of and are deemed to be incorporated into this Agreement.

AS WITNESS the hands of the duly authorised representatives of the parties.

Date: _____
For and on behalf of
THE BOARD OF CONTROL FOR CRICKET IN INDIA

Date: _____

[insert full name of signatory]

For and on behalf of

[insert NAME OF COMPANY]

SCHEDULE 1 (of the Services Agreement)

THE SERVICES

1. Venues/Venue Agreements

- (a) The Company shall ensure that suitable Venues (which are subject to BCCI's approval pursuant to sections 1(b) and 1(c) below) are available to stage a total of 45 Fan Parks during each relevant Season such that:
- (i) Fan Parks will take place on the first day on which a League Match takes place in the relevant Season in five Cities chosen from those listed in **Schedule 5**; if the first day is a Saturday the Fan Park will be required to take place on both the Saturday and Sunday.
 - (ii) Fan Parks will take place each weekend of the League Season (prior to the Playoffs) with five Cities each weekend hosting a Fan Park on both Saturday and Sunday (being seven weekends and therefore 35 Fan Parks in total running for two days each). The Company may choose the City to host such Fan Parks from the list in **Schedule 5**;
 - (iii) Fan Parks will take place during the Play Off week (to include Q1, Eliminator, Q2, the Women's T20 Challenge final and the IPL Final); in five Cities chosen from those listed in **Schedule 5**; and
 - (iv) each Fan Park shall screen all Matches held on the date(s) of such Fan Park.

The Cities listed in **Schedule 5** have been selected based on previous Fan Parks and the Company shall select these in discussion with BCCI. The Company shall ensure that no Fan Park shall take place in the same State on any weekend, no Fan Park shall take place in one City on more than one occasion and that the Cities so designated in **Schedule 5** shall stage the Fan Parks taking place on the days of the Playoffs and the Final respectively. The BCCI reserves the right (i) to increase or decrease the number of Fan Parks required to be held (in which event the Fee shall be increased or decreased pro rata accordingly), or (ii) to alter the Cities referred to in **Schedule 5** and the Company shall have no right to alter the Fee as a consequence of any change in City.

- (b) The Company shall identify potential Venues and shall work and co-operate with BCCI to finalise a binding agreement between the Company and the relevant Venue Operator for the use of such Venues for Fan Parks ("**Venue Agreement**"), each of which shall be subject to BCCI approval. Each such Venue shall be suitable to stage the Fan Parks in the manner contemplated by this Agreement and the Company shall ensure the following in relation to each Venue and Fan Park:
- (i) each Venue to a minimum size of 350ft x 250ft
 - (ii) capacity to hold at least 10,000 people;
 - (iii) easy access to and from the Venue for the public by road, rail and public transport;
 - (iv) sufficient parking capacities for both two and four wheeled vehicles;

- (v) the provision of a stage and LED Screen;
 - (vi) inclusion of a hospitality area with an indoor air-conditioned area and outdoor seating for at least 25 people, as further detailed at section 2(t) below;
 - (vii) in addition to the outdoor seating referred to in (vi) above, inclusion of a dedicated outdoor seated area with 20 seats for pregnant women, women carrying infants, disabled, or elderly fans, including available space and access for wheelchair users , as further detailed at section 2(v) below;
 - (viii) inclusion of a dedicated family area for parents accompanying children which should not admit adults unless they are accompanying children , as further detailed at section 2(u) below;
 - (ix) infrastructure (temporary or permanent) for food and beverage concessions and the Company shall ensure that a variety of food and beverage is available which shall take account of the weather (such that by way of example ice cream and golas shall be available on warm days);
 - (x) the provision of free drinking water for public and staff with drinking vessels of sustainable/recyclable material;
 - (xi) the provision of a seated area adjacent to the food and beverage concessions with suggestions for temporary seating for up to 100 members of the public. The nature of the seating used must be that it can be quickly removed/dismantled if the area becomes crowded, as further detailed at section 2(w) below;
 - (xii) capacity to accommodate Franchisee, Official Sponsor and other third party activations as required; and
 - (xiii) provision of adequate and well lit toilet facilities for both male and female personnel (temporary or permanent) to cater for the capacity of the Fan Park.
- (c) The Company shall not later than 30 days before the start of the 2020 Season and, if appropriate, not later than 90 days before the start of any subsequent Season during the Term, deliver to the BCC the final Fan Park Plan for the relevant season to be reviewed by and subject to the written approval of the BCCI.
- (d) Team leaders from the Company must be available to meet with BCCI representatives in Mumbai not later than 30 days before the start of the 2020 Season for a one day briefing / overview session whereby all expectations and deliverables (including examples of what BCCI expect to receive from the Company) are discussed and understood. The timing for this will be confirmed by BCCI and attendance is a fundamental obligation for the Company. The Company should contact Prabhakaran Thanraj at Prabhakaran.Thanraj@bcc.tv to arrange the timing of this session.
- (e) The final list of Venues shall be confirmed only once the following have been received:
- (i) confirmation that to the best of all parties' knowledge there are no state elections or ongoing regional disputes that might hamper the operation of the Fan Parks; and
 - (ii) the Venue Permissions listed as numbers 1 and 2 of paragraph 5 of this **Schedule 1**.
- (f) The Company shall ensure that:

- (i) each Venue Agreement shall grant to the Company all such rights as shall enable the relevant Fan Park to be staged at the Venue on the relevant date in the manner contemplated by this Agreement and entitles BCCI and each Broadcaster, each Franchisee, each Official Sponsor and any other sponsor to enjoy all of the rights to be granted to them by BCCI in relation to such Fan Parks as referred to in this Agreement;
- (ii) each Venue Agreement shall be in a form to be approved in writing by BCCI and shall include the provisions set out in paragraph 3 below. The Company shall notify the BCCI in writing upon signature of each Venue Agreement and shall provide BCCI promptly with a copy of such signed Venue Agreement;
- (iii) each Venue Operator complies with all of its obligations in the Venue Agreement including without limitation the granting of all necessary access to BCCI and any third party who is to be granted rights in relation to the Fan Park as contemplated in this Agreement in relation to each Fan Park including without limitation each Broadcaster, each Franchisee and Official Sponsor;
- (iv) each Venue is available at 4pm on the day before any Fan Park is scheduled to open to test all facilities and the Company shall carry out a full test of all such facilities (including the LED Screen) on each such day before each Fan Park;
- (v) each Venue is open no less than 2 hours and no more than 4 hours before the scheduled start time of the first Match on such day and shall remain open until at least until the finish of the post-Match presentation following the final Match on such day or following the post-Match presentation of any Playoff and Final (as appropriate);
- (vi) access to the Fan Park is provided free of charge on a first come first served basis and that the Company has in place all necessary crowd management and security measures to ensure no overcrowding occurs;
- (vii) each Venue will provide easy access for visitors using public transport together with sufficient free parking for visitors using two and four wheeled vehicles;
- (viii) the maximum capacity agreed between the parties for each Venue is not exceeded;
- (ix) the “dressing” of each Venue includes perimeter branding to cover the whole of the Venue’s external walls;
- (x) each Venue features such amount of IPL’s “look and feel” design and colouring for the relevant Season as shall be required by BCCI, all of which shall be subject to the BCCI’s prior written approval. For the avoidance of doubt, the necessary “look and feel” files will be provided to the Company in .ai or .eps format.
- (xi) each Venue has the capacity to afford to the Franchisees and Official Sponsors the rights and benefits referred to in this Agreement;
- (xii) with the exception of the branding, as approved by BCCI, of the Official Sponsors, each Broadcaster and of the Franchisees, each Venue does not contain any commercial branding or commercial signage of any kind;
- (xiii) the Venue Operator shall grant to the Company the exclusive right to use and to licence the use of the Venue during the Term;
- (xiv) no ambush marketing of any kind takes place within or immediately outside of the Venue including on any of the Venue’s walls or other surrounding

fixtures.

- (xv) all Media Rights are exclusively owned by the BCCI and the Venue Operator shall not exercise or seek to grant any third party the right to exercise any of these rights, with the exception of having CCTV at the Venue solely in accordance with the written directions of the BCCI and any tapes of such must be handed up to the BCCI immediately after each relevant Fan Park;
- (xvi) BCCI and third parties nominated by it shall have the exclusive right of access, free of charge, to the Venue for the purposes of producing any form of audio, visual and/or audio/visual coverage or other reproductions of the Fan Park and all live video and audio signals of each Match. Permitted access shall extend to such BCCI authorised personnel, equipment and vehicles as are reasonably necessary for carrying out those functions;
- (xvii) entry shall be refused to the Venue to any broadcaster, internet provider or photographer not properly accredited or authorised by BCCI. In the event that any person inside the Venue commences recording or producing sound, data or images for broadcast or other transmission or use (whether using a television camera or otherwise) or broadcasts sound, data and/or images other than with the express permission of the BCCI, the Venue Operator shall summarily remove such persons from the Venue concerned and will not allow them re-entry at the Venue;
- (xviii) except for signage and advertising erected or distributed by the Company in accordance with this Agreement, no third party's name or logo shall appear within the Venue and all such third party signage (within the Venue and the surrounds or otherwise under the Venue Operator's control) will be removed or covered up and obstructed from view by the Venue Operator throughout the duration of each Fan Park;
- (xix) sufficient back-up power supplies and equipment (e.g. generators and all ancillary equipment) are provided and are fully operable at all times during each Fan Park so that adequate power supplies will be continuously available at all relevant times throughout each Fan Park;
- (xx) the Venue Operator waives in perpetuity and acknowledges the right of the BCCI and their appointees (as appropriate) in perpetuity to:
 - (aa) all and any Media Rights in respect of each Fan Park;
 - (bb) all rights to incorporate any action, architectural feature, scene or material at, in or of any part of the Venue in any form of audio, visual, audio/visual or electronic coverage of or in connection with or arising out of the Venue or any Match screened at any Fan Park or as publicity therefor; and
 - (cc) all rights to exploit without limitation any Media Rights with or without other material in any medium, whether now known or hereafter devised, without any restrictions and free of any interest of any other person whatsoever;
- (xxi) neither BCCI nor any of its officers, employees or officials shall bear any obligation or liability of any kind in relation to each Fan Park and/or the Venue Operator and that the Venue Operator waives any rights of any kind whatsoever against the BCCI and its officers, employees and officials and in relation to each Fan Park and shall not bring any claim of any kind against any of the foregoing; and
- (xxii) the Venue Operator agrees that the immediately preceding paragraph shall be enforceable directly by the BCCI for itself and/or separately as trustee

for the benefit of its officers, employees or officials.

- (g) The Company shall be solely responsible for sourcing and paying for each Venue.
- (h) The Company shall undertake surveys of each Venue and work in conjunction with BCCI and Venue staff and shall ensure all necessary planning and coordination is in place.
- (i) The Company acknowledges that BCCI may seek to sell to third parties including Official Sponsors certain rights at the Fan Parks, including sponsorship rights in relation to the LED Screen, provision of hospitality or in respect of sponsor activations and the Company shall work and co-operate with BCCI in order to ensure the delivery to the relevant third party of such rights.

2. **Other Fan Park Obligations**

The Company shall, save as expressly set out in this **Schedule 1**, be responsible for all aspects of the organisation logistics, execution and staging of each Fan Park including without limitation the following:

- (a) arranging all aspects of Venue preparation, management and operation, including the provision of branding and signage, all necessary barricades, equipment, communications, sufficient numbers of competent staff involved in security, crowd control and crowd management, stewards, turnstile operators and Fan Park staff;
- (b) the provision of a suitable and sufficient boundary fence separating the Fan Park from each other area/property which boundary shall prevent those outside the Fan Park from seeing into it;
- (c) the provision of a suitable amount of informational and directional and emergency exit signage in English and Hindi or where appropriate regional language;
- (d) the display of entry terms and conditions as approved by BCCI;
- (e) the installation of a stage to hold the LED Screen;
- (f) the installation and operation of the LED Screen, and sourcing and provision of the feed of each Match to be shown on the LED Screen at the relevant Fan Park;
- (g) putting in place a camera and camera operator whereby the fans and any fan activation on the stage at the Fan Park can be captured on the LED screen;
- (h) the design and installation of the sound rigs and systems required;
- (i) the provision and setting up of any marquees/tents/stands;
- (j) the provision, installation and operation of sufficient floodlights to ensure adequate security (number agreed based on Venue assessment) throughout the Venue to include all car park, temporary toilets and areas of ingress/egress;
- (k) the provision, installation and operation of CCTV where not already available, with such CCTV footage to cover of all entrances to Fan Parks as well as the entirety of the Venue;

- (l) design and installation of any temporary structures i.e. stages or props;
- (m) all associated electrical, video and audio cabling;
- (n) all power supplies (including back-up power);
- (o) provision of sufficient numbers of well-lit portable restrooms and taking all steps to maintain them in a clean condition;
- (p) provision of sufficient housekeeping to ensure the Venues are kept clean and tidy at all times;
- (q) at the end of the Fan Park the removal of all equipment of any kind;

Access management

- (a) ensuring that fans can enter the Fan Parks at no cost and on a first come first served basis but, in so doing, the Company shall ensure that it complies with all Applicable Laws including without limitation ensuring that no over-crowding takes place and that operational plans are in place to temporarily restrict access admission until agreed numbers are reduced and that the Venue capacity agreed with BCCI is not exceeded;
- (b) the provision of wristbands for fans to record the number of entrants per day. Wristbands to be coloured for male, female, and under 12. The under 12 wristbands should be of a size to fit children and should have a clear space where a parents telephone number can be included should children be separated from their parents;
- (c) a suitable access accreditation system to enable access to the Fan Parks for necessary staff, security personnel and suppliers;

Areas/enclosures

- (a) ensuring that an air-conditioned area within each Venue of appropriate size and status and which is suitably decorated, equipped (e.g. with fridges and Wi-Fi) and staffed within each Venue (to be approved in writing by BCCI) is exclusively available to provide hospitality for the BCCI and its respective guests, accommodating at least 25 people. The Company shall ensure that such hospitality area is separate to the general admission area and provide catering and beverages available for guests at no charge with the quality of such catering and beverages being higher than is available to the general public;
- (b) ensuring that a dedicated area for exclusive use by parents accompanying children is available at each Fan Park, with access for adults only to be permitted if they are accompanying child relatives. The scope and extent of such area shall be subject to BCCI approval;
- (c) ensuring that a separate dedicated seating area of up to 20 seats inclusion of a dedicated outdoor seated area with 20 seats for pregnant women, women carrying infants, disabled, or elderly fans including available space and access for wheelchair users is available at each Fan Park
- (d) ensuring that there is a dedicated seating area adjacent to the concession area for

people to enjoy their food at each Fan Park. Such area to have temporary tables/chairs/benches that can be dismantled and removed quickly and efficiently should a Fan Park reach capacity.

Entertainment

- (a) procuring a master of ceremonies (“MC”) to host each Fan Park with the quality of such MC being at least equal to the equivalent person hosting Matches at the Stadium;
- (b) procuring a DJ for each Fan Park; sourcing any other artists and/or other entertainment for any Fan Park and co-operating with any such artist or entertainer secured by the BCCI, it being acknowledged that BCCI is not obliged to secure any such artists and/or entertainment;

Concessions/Stalls

- (a) ensuring the provision of a sufficient number of on-site concessions providing the range of food and beverages of such a range and at such subsidised cost as shall each have been approved by BCCI. The branding of all such concessions and concession staff shall be compliant with the following:
 - (i) the concessionaire may brand point of sale areas (i.e. area around the sales counter). No other concessionaire branding will be permitted in the Fan Park;
 - (ii) point of sale counters shall not be located in or block entry or exit routes and should be branded only so as to attract and inform potential customers;
 - (iii) for sales personnel the t-shirt, cap, tray and product packaging may be branded. Each of the above mentioned items may only have one logo with a maximum size of 64.5cm² (10 square inches). Concessionaire brands that are not Official Sponsors or appointed by the BCCI, cannot use the IPL Identification;
 - (iv) in relation to all food and drink items, all regulations regarding Maximum Retail Pricing (MRP) must be in place including the display of any required signage; and
 - (v) ensuring that all Franchisees have the opportunity to use the same size and type of stall (to be provided by the Company at each Fan Park) in order to display and sell merchandise. Each Franchisee shall be responsible for organising and paying for the costs associated with such sales (such as sales personnel) unless it contracts the Company to do the same on its behalf. The Company shall co-operate and work with each such Franchisee as shall be necessary in connection with all logistical arrangements relating to each such stall including its use and storage.
- (b) if any Franchisee wishes to give away merchandise at any Fan Park then BCCI shall liaise with each Franchisee in relation to any such merchandise and in such circumstances the Company shall at no cost to the Franchisee: (i) liaise and co-operate with the relevant Franchisee; (ii) arrange for the collection of such

merchandise from the Franchisee's home city (or such other place as the Franchisee may specify); and (iii) arrange for its distribution at the Fan Park. Any merchandise which is to be given away may not be sold by the Company;

- (c) arranging for the distribution at Venues of Franchisee cheer items. Franchisees will be asked to provide cheer items for distribution at Venues but this cannot be guaranteed. All cheer items are to be distributed free of charge;
- (d) ensuring that Official Sponsors (and any other relevant third party) notified to the Company by BCCI have a presence at the Fan Park, ensuring that each such Official Sponsor (or other third party) has the opportunity to have a stand, stall or activation at each Fan Park (at such Official Sponsor's or third party's cost) and the Company shall co-operate and work with each such Official Sponsor (or third party) as shall be necessary to provide the same including any sponsorship rights granted to Official Sponsors (or third parties) in relation to the Fan Parks such as, by way of example, sponsorship of the big screen, hospitality and in relation to sponsor activations;
- (e) ensuring that no products or services which are competitive with those of any Official Sponsors are advertised and that no such competitor products or services are sampled, sold, demonstrated or advertised at any Venue;

Plans/Insurance

- (a) providing and maintaining, at its own expense professional and third party liability insurance with a per incident limit of no less than Rs 20 crores in respect of all Fan Parks (including without limitation any temporary structures at each Venue) and the provision of the Services and within ten (10) days from the date hereof, the Company shall submit to the BCCI a fully paid policy or certificate of each such policy of insurance naming the BCCI as an additional insured party, and requiring that each relevant insurer shall not terminate or materially modify such policy without written notice to the BCCI at least thirty (30) days in advance thereof. The Company undertakes that it will not do or omit to do anything whereby any such insurance policy may be vitiated either in whole or in part;
- (b) providing and maintaining suitable Fan Park cancellation insurance;
- (c) the prevention in or around the Venue of any so-called "ambush marketing" at or in relation to each Fan Park;
- (d) the provision of full operational, safety, security and weather plan including contingency planning;

Health and Safety / Permissions

- (a) undertaking all necessary liaison with the police and local authorities;
- (b) arranging all necessary security including an appropriate number of security personnel at entrance, exits and within the Venue;
- (c) ensuring that all necessary health and safety measures are taken at each Fan Park in respect of and during each Fan Park including provision of temporary fire safety equipment;

- (d) ensuring that at regular points around the Fan Parks there are clearly signposted emergency exit facilities that are not blocked and which can be quickly operational;
- (e) the provision of suitable medical facilities, to include the provision of a first aid post, a suitably qualified first aid attender/nurse, and ambulance with a medic as well as driver;
- (f) the provision of risk assessments and safety certificates to include sign off certificates by qualified structural engineers for all LED Screens and any necessary safety measures including all necessary emergency and evacuation procedures which shall require BCCI approval. Copies of all such risk assessments, evacuation procedures and certificates should be submitted to BCCI at least five days before the start of each Fan Park;
- (g) obtaining all necessary licences and consents from all relevant third parties and authorities including in respect of music and performing rights clearances and all consents and permissions from the police. Copies of all such licences and clearances should be submitted to BCCI at least five days before the start of each Fan Park;

Reporting

- (a) informing the BCCI representative at the Fan Park immediately of any incidents or significant problems occurring at any Fan Park;
- (b) reporting to BCCI within 4 hours of each Fan Park as to the performance of such Fan Park including numbers attending, revenue generated from concessions and any other information as BCCI shall require;
- (c) provision of a full report within 30 days of the end of the League providing all such information in relation to the Fan Parks as BCCI shall request including numbers attending each Fan Park, an audited statement of revenue from concessions, problems identified, breakdown of attendees etc;

Marketing/Promotion

- (a) arranging, subject to BCCI's written approval, for the production of all necessary printed materials for each Fan Park including without limitation stationary, accreditation cards and any tickets (including the terms and conditions appearing thereon which shall be subject to the prior written approval of BCCI);
- (b) ensuring that the Fan Park Logo and the logos of the Official Sponsors shall be included on all posters relating to each Fan Park and on the inside back page of any publication produced in relation to each Fan Park in each case in a manner which shall be subject to the BCCI's prior written approval;
- (c) arranging, subject to BCCI's written approval, the promotion and marketing of each Fan Park, including liaison with the press and media, PR, direct advertising and all promotional materials, such as the design, artwork and printing thereof;
- (d) liaising with all relevant press and media including the arrangement of a press conference in each City on the day before (or immediately preceding day) each Fan Park, with each such press conference to include one participant from BCCI and

one from the Local Cricket State Association;

- (e) ensuring that no less than 2 canterers travel throughout the relevant City and areas surrounding each Venue advertising each Fan Park on each day, and for not less than 4 hours per day, on the 4 days leading up to each Fan Park and that such canterers should have a visible presence in the local catchment area during the Fan Park weekend;
- (f) printing and distribution of 10,000 fliers in each city; 5,000 of which are to be distributed via the canter activity and the remaining 5,000 to be distributed as paper inserts;
- (g) ensuring that the Fan Park Logo is used in all communication relating to the Fan Parks and that all communications relating to the Fan Park refer to the correct title being, in 2020, the VIVO IPL 2020 Fan Park;
- (h) ensuring the promotion of the Fan Parks by way of activations (to be approved by BCCI in writing) in all local schools;

Other

- (a) arranging for a suitably qualified professional to take not less than 100 still images and such amount of video footage of each Fan Park as BCCI shall request (being of such content and to such specification as BCCI shall require), such still images and such footage to be provided in such format as BCCI shall require and which shall be uploaded immediately (on a live basis) to such website or other digital facility/property as BCCI shall specify. The Company agrees that it is the intention in this Agreement that BCCI shall own the copyright in all such images and video and shall ensure that in its agreement or arrangement with the relevant professional that all copyright and other ownership in the same is to be transferred to the Company for onward assignment to BCCI or is to be transferred direct to BCCI in each case at no cost to BCCI and the Company shall immediately upon request sign all such documents and take all such action as shall ensure the irrevocable and unconditional transfer to BCCI of the copyright and all other ownership in such images and video to BCCI. The Company shall not and shall procure that no other third party shall make any use of such images or videos;
- (b) the management and collection of information in respect of a fan questionnaire at each Fan Park from a representative: number of sample attendees: male/female and adult/child (no less than 500 per Fan Park) in each case in such form as BCCI shall prescribe;
- (c) provision of at least 20 large sun shade umbrellas each bearing the Fan Park Logo;
- (d) obtaining BCCI's prior written approval for any sub-contracting or delegation of or in relation to the Services;

Staff

- (a) the provision of an appropriate number of competent, skilled and trained staff, who will be responsible for the management and implementation of each Fan Park at the relevant Venue.

- (b) team leaders for each Fan Park to attend a workshop with BCCI in Mumbai prior to the start of the Season;
- (c) all staff to be wearing a uniform/shirt and accreditations with proof of identification which clearly identifies them as a staff member;
- (d) all staff travel and accommodation requirements and associated costs to be borne by the Company; and
- (e) provision of all on site catering and refreshment requirements related to Fan Park specific staff.

3. **Venue Obligations**

The Company shall procure that the Venue Agreement contains the following provisions:

- (a) The Venue shall be defined to include the whole of the premises comprising the Venue including without limitation, the spectator areas, toilets, hospitality facilities, seats, car parks and other areas within the Venue, airspace above any of the foregoing, static or moving objects inside and outside the Venue in each case in and around and/or which form part of the Venue or which are otherwise owned and/or controlled by the Venue Operator in connection with the Venue.
- (b) The Venue Operator hereby grants to the Company for itself and those persons who require access to the Venue in relation to the Fan Parks as contemplated by this Agreement (including without limitation the BCCI, its representatives, and the television production company) the exclusive right and licence to have access to and to use the Venue during the Term for the staging of the Fan Parks.
- (c) The Venue Operator shall not take any action which is inconsistent with the above grant to the Company of the exclusive right to use and to licence the use of the Venue during the Term.
- (d) The Venue Operator hereby acknowledges that third party producers have been granted the right to carry out the television production of the Fan Parks and shall co-operate with such third party producer(s) and take all such steps as are necessary to ensure that such production may take place at the Venue according to the requirements of the said producer(s).
- (e) The Venue Operator hereby acknowledges that the BCCI has granted and may in the future grant to a third party broadcaster(s) the exclusive world-wide television, radio, internet, wireless and all other media rights in respect of the Fan Parks and the Venue Operator agrees to procure that the BCCI, and its appointees are permitted full unfettered access to the Venue for the transmission (including uplinking) of such broadcasts. For the avoidance of doubt the Venue Operator acknowledges and agrees that the Media Rights (and all other media rights in relation to the Fan Parks) are exclusively owned by the BCCI and the Venue Operator shall not exercise or seek to grant any third party the right to exercise any of these rights, with the exception of having CCTV at the Venue solely in accordance with the written directions of the BCCI and any tapes of such must be handed up to the BCCI immediately after the Fan Parks.

- (f) The Venue Operator hereby undertakes to the Company to refuse entry to the Venue to any broadcaster, internet provider or photographer not properly accredited. In the event that any person inside the Venue commences recording or producing sound, data or images for broadcast or other transmission or use (whether using a television camera or otherwise) or broadcasts sound, data and/or images other than with the express permission of the BCCI, the Venue Operator will summarily remove such persons from the Venue and will not allow them re-entry at the Venue.
- (g) The Venue Operator will ensure that the BCCI shall have the exclusive right of access, free of charge, to the Venue for the purposes of producing any form of audio, visual and/or audio/visual coverage or other reproductions of the Fan Parks and all live video and audio signals of the Fan Parks. Permitted access shall extend to such BCCI authorised personnel, equipment and vehicles as are reasonably necessary for carrying out those functions.
- (h) The Venue Operator acknowledges that:
 - (a) except for signage and advertising erected or distributed by the Company in accordance with this Agreement, no third party's name or logo shall appear within the Venue; and
 - (b) all such third party signage (within the Venue and the surrounds or otherwise under the Venue Operator's control) will be removed or covered up and obstructed from view by the Venue Operator until start of the day after the Fan Parks.
- (i) The Venue Operator will carry out all necessary work to provide the Venue free of any third party branding, advertising and other commercial identification until the start of the day after the Fan Parks.
- (j) The Venue Operator shall also ensure that sufficient back-up power supplies and equipment (e.g. generators and all ancillary equipment) are provided and are fully operable at all times during the Fan Parks so that adequate power supplies will be continuously available at all relevant times throughout the Fan Parks.
- (k) So far as possible, the Venue Operator hereby waives in perpetuity and acknowledges the right of the BCCI and their appointees (as appropriate) in perpetuity to:
 - (i) all and any rights including but not limited to the copyright in any form of audio, visual, audio/visual or electronic coverage of any nature in respect of the Fan Parks;
 - (ii) all rights to incorporate any action, architectural feature, scene or material at, in or of any part of the Venue in any form of audio, visual, audio/visual or electronic coverage of or in connection with or arising out of the Venue or as publicity therefor; and
 - (iii) all rights to exploit without limitation any such coverage or part thereof with or without other material in any medium, whether now known or hereafter devised, without any restrictions and free of any interest of any other person whatsoever.
- (l) The Venue Operator agrees that neither BCCI nor any of its officers, employees or officials shall bear any obligation or liability of any kind in relation to the Fan Parks and/or the Venue and hereby agrees: (i) to waive any rights of any kind whatsoever against the BCCI and its officers, employees, officials and agents in relation to the Fan Parks; and (ii) not to bring any claim of any kind against any of the foregoing.

- (m) The Venue Operator agrees that the immediately preceding clause shall be enforceable directly by the BCCI for itself and/or separately as trustee for the benefit of its officers, employees, officials and agents.

4. General Obligations

- (a) The Company shall ensure that neither it nor any of its directors, employees or other members of staff make any defamatory or derogatory statements or take part in any activities which are or might be derogatory or detrimental to the reputation, image or goodwill of the BCCI or any of its officers, employees, agents or officials, any Franchisee, Official Sponsor or the League.
- (b) The Company shall ensure that sufficient personnel of a suitable seniority are available at all reasonable times to stage each Fan Park along with such other personnel as the Company may decide (in consultation with the BCCI) to use in staging each Fan Park.
- (c) The Company shall make its senior personnel available at all reasonable times and upon reasonable notice to the BCCI for the purposes of this Agreement.
- (d) The Company shall not hold itself out or permit any person to hold themselves out as being authorized to bind the BCCI in any way.
- (e) The Company shall observe and ensure that the Company's personnel observe, all relevant rules, regulations, directions or codes of practice imposed by national law or any competent authority in relation to each Fan Park and shall not commit, cause or permit any illegal act in the course of staging each Fan Park.
- (f) The Company shall not issue any press release on or relating to each Fan Park without the prior written approval of the BCCI.
- (g) The Company agrees that all contracts relating to each Fan Park shall be entered into in its own name and the Company shall have no right to bind or obligate the BCCI in any way. The Company shall promptly and in any event within 3 days of request from BCCI provide BCCI with a copy of each and any contract entered into by the Company in relation to each Fan Park.
- (h) The Company shall ensure that each Fan Park is staged in accordance with this Agreement and is a world class, prestigious event which is organized to a very high level of professionalism.
- (i) The Company shall keep the BCCI informed in writing promptly upon request about any information required by the BCCI in relation to the staging of each Fan Park and immediately inform the BCCI in writing of any problem, errors, omissions or shortcomings of whatsoever nature or dispute of any kind in relation to each Fan Park.
- (j) The Company shall submit to the BCCI immediately upon request such information regarding the organisation and progress of each Fan Park and the status of the preparations in respect of it as the BCCI requests.
- (k) The Company shall take all such steps as shall be necessary to prevent any discriminatory language or behaviour of any kind whatsoever from occurring during any Fan Park whether

on the grounds of race, sex, religion or otherwise) and shall eject from the Venue any person who is guilty of any such behaviour.

- (l) All information supplied to or generated by the Company under or in connection with the provision of the Services shall belong absolutely to BCCI and, if and to the extent that any such information is, by operation of law or otherwise, owned or under the control of the Company then the Company shall immediately upon request and for no charge take all such steps and sign all such documents as are necessary to transfer title in and possession of any such information to BCCI.

5. Permissions

- (a) The Company shall be responsible for obtaining all permissions, licences and consents in relation to each Fan Park, including without limitation:

| S.No | Particulars | Details |
|------|-------------------------|---|
| 1 | Venue Permission | Local Police Permission |
| 2 | | Local Municipality |
| 3 | | Fire Department |
| 4 | | Traffic Department |
| 5 | | Electrical Dept/NDMC/PWD Clearance for Genset |
| 6 | | NOC from Entertainment Department |
| 7 | | ADM/DM/DC/Licensing Department |
| 8 | | Police Bandobast |

| | | |
|---|---|--|
| 1 | For Playing Music/Entertainment/D.J | NOC from Entertainment Department |
| 2 | | PPL |
| 3 | | IPRS NOVEX and ISRA |
| 4 | | ADM/DM/DC/Licensing Department |
| 5 | | Entertainment Tax |
| 1 | For Running vivo-IPL Branded Trucks in Cities/States | Traffic Department |
| 2 | | ADM/DM/DC/Licensing Department |
| 3 | | Local Municipality |
| 4 | | RTO |
| 5 | | Police Department |
| 6 | | Advertising Tax Department |
| 1 | Transit Permission (State to State) | Way Bill/Form 32/Form 39 etc. As Applicable According to State Law |

| | | |
|---|--|--|
| 2 | | Paper Invoice of the Product Carries in the Vehicle |
| 3 | | Challan of Products Carries in the Vehicle |
| 4 | | Declaration of No Commercial Value/Goods not for Sale and Shall be brought Back to the Place of Origin |
| 1 | Pre - Hype Banner Permissions | Local Municipality |
| 2 | | Advertisement Tax Department |
| 1 | Pre - Hype Leaflet Distribution | Police Department |
| 2 | | Market Association |
| 3 | | Local Municipality |

- (b) The Company shall be responsible obtaining all other necessary licenses, consents and clearances of any kind whatsoever from all relevant third parties and authorities in relation to each Fan Park including without limitation in respect of any music and performing rights' clearances (such as PPL, IPRS, NOVEX and ISRA). The Company shall provide BCCI with copies of all licenses, consents and clearances not less than 5 days before the start of each relevant Fan Park.
- (c) The Company shall adhere to all Applicable Laws including but not limited to General Data Protection Regulation (EU) 2016/679.

Part 2 – Fan Park Related Rights

1. The Company shall have no Commercial Rights whatsoever in respect of the Fan Parks.
2. It is acknowledged and agreed that the Company shall not grant to any person or otherwise seek to sell or exploit any branding, sponsorship or association rights in relation to each Fan Park (including without limitation through the promotion of any movies).
3. The Company acknowledges that it shall not have any rights to the Media Rights.

Part 3 – Finances

1. The Company shall be responsible for the prompt and due payment of all costs and expenses in relation to the organisation and staging of each Fan Park (save as expressly contemplated in this Agreement) whether the same are included in the Budget or not including without limitation all Venue related costs and expenses.
2. The Company acknowledges that it shall have no right to any revenue from the Commercial Rights (including Media Rights) in relation to any Fan Park and/or Match or from any of the Official Sponsors and Franchisees notwithstanding any benefits to be received by them at each Fan Park. The Company shall be entitled to retain the revenue from concessions provided by it at the Venues.
3. It is acknowledged and agreed that BCCI shall have no liability if the costs incurred by the

Company in relation to any Fan Park exceed those included in the Budget.

4. The cost of the LED Screen should be separately identified in the Budget.
5. The Budget for the 2021 and, if appropriate, 2022 Season shall be the same as for the 2020 Season unless BCCI, at its sole discretion, changes the scope of Services in which case the Company shall be obliged to provide a revised Budget to BCCI as soon as practicable and in any event within 7 days of receipt of the amended scope of Services.

SCHEDULE 2 (of the Services Agreement)

FAN PARK LOGO



Note: This logo is not exhaustive and BCCI may update/add any other logos from time to time.

SCHEDULE 3 (of the Services Agreement)

GENERAL PROVISIONS

1. **Intellectual Property Rights / Trade Marks**

- (a) The Company agrees that the entire copyright and all Intellectual Property rights (“**IPR**”) related to the League shall at all times vest solely and absolutely with BCCI for all territories and jurisdictions worldwide for the full period of copyright therein and any and all extensions or renewals thereof.
- (b) BCCI grants to the Company the non-exclusive, royalty free right to make copies of the Trade Marks and logos, for the sole purpose of displaying such Trade Marks and logos (provided at **Schedule 2**) pursuant to the execution of the Services in order to identify the League as originating from BCCI.
- (c) The Company agrees and acknowledges that ownership of all intellectual property rights, in the presentations, reports, designs, drawings, data, reports, specifications, and all deliverables (“**Materials**”) produced in the course of rendering the Services under the terms of this Agreement shall exclusively vest in the BCCI. The Company shall not and agrees that its partners, employees, sub-consultants and sub-contractors shall not have any rights over such Material. The Company shall not and shall procure that its partners, employees, sub-consultants or sub-contractors shall not use such Materials or any part of it, for any other work.
- (d) To the extent any Materials or IPL Identification become vested in the Company (by operation of law or otherwise), the Company will hold the benefit of the same for the BCCI and will immediately and unconditionally assign to the BCCI, free of charge, any such right, title or interest.
- (e) The Company agrees that nothing in this Agreement shall give to the Company any right, title or interest in or to the IPL Identification (except the licensed rights in accordance with this Agreement), that each and every part of the IPL Identification is, and is to be, the sole property of the BCCI and that any and all use by the Company of any part of the IPL Identification and the goodwill arising therefrom, during or after the Term, shall inure to the benefit of the BCCI.
- (f) The Company agrees that it will not, during the Term or at any time thereafter:
 - (i) create any logo which is similar to any IPL Identification; or
 - (ii) grant to any party the right to use any mark identical with or confusingly similar to any part of the Trade Marks; or
 - (iii) raise or cause to be raised any questions concerning, or objections to the validity of or the right to the use of, the IPL Identification or the right of the BCCI thereto; or
 - (iv) file any application for any mark, or obtain or attempt to obtain ownership of any mark or trade name, in any country of the world, which refers to or is similar to or suggestive of the name "The Indian Premier League," the name "IPL" (whether used in conjunction with a sponsor name or otherwise), any other part of the IPL Identification or any mark, design or logo intended to identify products or services endorsed by the BCCI.
- (g) The Company shall notify the BCCI in writing of any infringement or imitation by others of the IPL Identification if and when such become known to the Company. The BCCI shall have the sole right to determine whether or not any action shall be taken on account of such infringement or imitation, and the Company agrees promptly to assist the BCCI, to the extent necessary, and at the BCCI's request and cost, in the BCCI's efforts to eliminate any such infringement or imitation. The Company shall have no right to institute any proceedings or take any other action on account of any such infringement or imitation.

2. **Indemnity**

- (a) The Company agrees during the Term and thereafter to protect, indemnify and save harmless the BCCI and its officers, officials, executives, employees and/or agents from and against any and all expenses, damages, claims, suits, actions, judgments and costs of any kind whatsoever, (including reasonable legal and other professional fees and disbursements), arising out of or in any way connected with:
- (i) the performance by the Company of this Agreement and/or any breach of this Agreement by the Company; and/or
 - (ii) any breach of any representation or warranty given by the Company; and/or
 - (iii) any and all claims of, and liability to, third persons for injury, death, loss, damage or liability of any type arising out of, or in connection with, the exercise or breach of the Company's rights and obligations hereunder and/or any act or omission of the Company except where such injury, death, loss, damage or liability has resulted from the negligent acts or omissions of the BCCI; and/or
 - (iv) any breach by the Company of any Applicable Laws; and/or
 - (v) any act or omission of the Company, any associated companies, its permitted sub-contractors and/or their officers, employees and/or agents.
- (b) The Company agrees to provide and maintain, at its own expense, professional liability insurance with limits of no less than Rs 20 crores and within thirty (30) days from the date hereof, the Company shall submit to the BCCI a fully paid policy or certificate of insurance naming the BCCI as an additional insured party, and requiring that the insurer shall not terminate or materially modify such policy without written notice to BCCI at least thirty (30) days in advance thereof. The Company undertakes that it will not do or omit to do anything whereby the insurance may be vitiated either in whole or in part.

3. **Termination**

- (a) Each party shall have the right by written notice to terminate this Agreement with immediate effect if the other party becomes insolvent or if any procedure is commenced to wind up, liquidate or appoint an administrator or receiver in respect of the other party.
- (b) The BCCI may terminate this Agreement with immediate effect by written notice if:
- (i) the Company materially breaches any provision of this Agreement in a manner which is irremediable;
 - (ii) the Company materially breaches any provision of this Agreement capable of remedy and fails to remedy such breach within 30 days of written request. Notwithstanding the foregoing it is agreed that said period of 30 days shall be reduced to 5 days in respect of any material breach of this Agreement by the Company which occurs during the period from 1 January in each year until the end of the Season in that year;
 - (iii) there is a Change of Control of the Company (direct or indirect) that, in the opinion of BCCI in its absolute discretion, is in any way detrimental to BCCI, the participating Teams or cricket in general (one example being a sale to an entity that is any way connected with any unofficial cricket event);
 - (iv) the Company transfers or agrees to transfer a material part of its business or assets to any other person;
 - (v) the Company or any Group Company or Owner acts in any way which either has an adverse effect upon the Company's reputation or standing or which has an adverse effect on the reputation or standing of the BCCI, the IPL or any Team;
 - (vi) there is any breach of paragraph 7 below by the Company; or
 - (vii) there is any breach of any representations and warranties provided by the Company at Clause 7 below and such default or breach is either not capable of remedy or, if

capable of remedy, is not remedied by the Company to the reasonable satisfaction of BCCI within 5 (five) Business Days of written notice requiring it to do so.

- (c) Failure to terminate this Agreement following any act or omission by one party shall not constitute a waiver of any remedies the other party would have in respect of such act or omission including the right to claim damages or equitable relief in connection therewith.
- (d) From and after the termination of this Agreement for any reason the Company shall with immediate effect not (directly or indirectly) suggest that it is appointed to provide the Services or otherwise connected to the BCCI and/or the IPL.
- (e) The termination for any reason of this Agreement shall not affect any of its provisions which are expressed to survive or are capable of surviving such termination including without limitation Clause 2.2 and paragraphs, 1, 2, 5, 6, 8, 9(g), 9(j) and 10 of this **Schedule 3**.

4. **Consequences of termination**

- (a) Upon expiry or earlier termination of the Agreement for whatever cause the Company shall forthwith cease, and shall procure that all persons permitted by it to use, reproduce or apply the trade marks/ logos pursuant to this Agreement shall forthwith cease, to use, reproduce or apply such trade marks / logos for any purpose whatsoever and the Company shall forthwith return to BCCI or destroy (as BCCI may direct) all materials provided by BCCI (and all copies thereof), artwork and design previously supplied by BCCI to the Company or to any assignee or sub-contractor (or otherwise in the possession or control of the Company or any assignee or sub-contractor) and shall, upon the request of BCCI, promptly produce evidence satisfactory to BCCI that it has done so.
- (b) Termination of this Agreement shall operate without prejudice to any rights, remedies or liabilities which may have accrued to either Party antecedent to such termination (and in particular, payment of all monies due) or arising from or connected with such termination, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into force or continue in force on or after such termination.
- (c) On termination of the Agreement (howsoever occasioned):
 - (i) the Company shall cause all Confidential Information belonging to BCCI in whatever medium the same is recorded or held to be returned, deleted or destroyed according to the written instructions of BCCI;
 - (ii) the Company shall forthwith deliver up to BCCI all documents prepared by or on behalf of the Company for the purposes of the Agreement; and
 - (iii) the Company shall, at BCCI's request, forthwith deliver up to BCCI all copies of any information and data supplied to the Company by BCCI for the purposes of the Agreement and shall certify to BCCI that no copies of such information or data have been retained.

5. **Advertising and Marketing**

- (a) The Company shall not publish or in any manner distribute any documents, advertising or promotional materials, information or other materials of any kind whatsoever relating to the Services and/or including the IPL Identification until they have been approved in writing by the BCCI or which are, at any time, disapproved by the BCCI as set out below. The Company shall submit to the BCCI for its examination and approval a sample of all such documents, materials or information together with the text, colouring and a copy of any photograph proposed to be used. The BCCI agrees that it will not unreasonably disapprove any sample advertising and, if any is disapproved, that the Company will be advised of the specific reasons in each case.
- (b) If, following approval being given under paragraph (a) above, any unfavourable publicity or claim should arise in relation to any item of advertising material, the BCCI shall have

the right to withdraw its approval of such item and the Company shall thereafter cease to use or publish such item.

6. **Submissions and Notices**

- (a) Any notices or requests for approval to be given to the BCCI shall be delivered to the BCCI at the following address (or such other address as the BCCI shall notify to the Company):

The Board of Control for Cricket in India

Cricket Centre
Wankhede Stadium
Mumbai 400 020
India

Attention: Honorary Secretary, BCCI

Email: officeofsecretary@bcci.tv

With a copy to Mr. Hemang Amin at hemang.amin@bcci.tv

- (b) Any notice under this Agreement to be given to the Company shall be delivered to the Company at the address set out at the start of this Agreement (or such other address as the Company shall notify to the BCCI) or by email to _____ [insert] at _____ [insert]. [DETAILS TO BE INSERTED BY THE COMPANY]. If the Company is incorporated outside India it shall within 10 days of the signature of this Agreement provide an address in India where the addressee is authorised to accept service of documents and notices on behalf of the Company together with evidence satisfactory to the BCCI of such authorisation which shall be irrevocable and unconditional.
- (c) Any notice or request for approval under this Agreement shall be sent by email or by pre-paid post and shall be deemed to have been received by the addressee if sent by email on the day of transmission if sent on a Business Day between 0900-1630 (IST) or if not so transmitted on the next Business Day and if sent by post four Business Days after posting if sent to and from an address within India or six (6) Business Days after posting if sent to or from an address outside of India.

7. **Representation and Warranties**

- (a) Each party hereby represents and warrants to the other party as follows:
- (i) it is duly organised and validly existing under the laws of the country of its incorporation or other establishment, and has full power and authority to enter into this Agreement and to perform its obligations under this Agreement and will maintain the same throughout the Term;
 - (ii) the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement have been duly and validly authorised by all necessary corporate actions on the part of it;
 - (iii) this Agreement constitutes a legal, valid and binding obligation of such party enforceable against it in accordance with its terms;
 - (iv) the execution, delivery and performance by such party of this Agreement and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under any Applicable Law, or any order, judgement or decree applicable to it, or any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound;
 - (v) there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgements or decrees of any nature made, existing, or pending or, to its best knowledge, threatened or anticipated, which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder;

- (vi) it has (and will continue to have throughout the Term) in full force and effect all licenses, registrations, permits, authorities, certificates, consents and other qualifications necessary for the provision of the Services in accordance with this Agreement and all Applicable Laws and there has been no act, event or omission as a result of which any such qualification will or may be withdrawn, not be renewed or otherwise cease to have effect; and
 - (vii) it will, at all times, seek to uphold the good name and reputation of the BCCI, the IPL, the game of cricket and each Venue, and it will not conduct itself in a manner that is intended to be or which it is reasonably foreseeable will be or has the potential to be damaging, defamatory or prejudicial to the reputation of the BCCI, the IPL, the game of cricket and each Venue. The Company acknowledges that a breach of this clause shall be considered a material breach for the purposes of clause 3 above.
- (b) The Company hereby represents, warrants and undertakes that all information and documents of any kind which have in the past been or will during the Term be provided to the BCCI in connection with (i) the Proposal and any accompanying information submitted by or in relation to the Company in response to the Request for Proposal; or (ii) the Company; and/or (iii) compliance by the Company with its obligations under this Agreement are and will throughout the Term remain and be true and accurate in all respects and not misleading in any respect and if any circumstances occur after signature of this Agreement which render this warranty inaccurate then the Company shall inform the BCCI (providing full details) immediately.
 - (c) The Company further warrants that the Services provided under this Agreement are free and clear of any claim of any third party of infringement of any copyright, design or other proprietary right.
 - (d) The Company further warrants that this Agreement is identical to the form of Services Agreement attached to the RFP save with the inclusion herein of such information as is expressly contemplated by the RFP.
8. **Limitation/Exclusion of Liability**
- (a) The BCCI shall not be liable to the Company for any loss of profit, business, revenue, goodwill or anticipated savings or for any indirect or consequential loss or damage in each case however arising out of or in connection with this Agreement, any Fan Park and/or Venue Agreement.
 - (b) Without prejudice to the above exclusion, the total liability of the BCCI in connection with this Agreement, any Venue and all of the Fan Parks whether in contract, tort (including negligence) or otherwise shall be the sums payable by the BCCI under this Agreement in the year in which the circumstances or event causing the BCCI's liability arose.
 - (c) Nothing in this paragraph shall seek to exclude or limit any liability which may not be excluded or limited under the law applying to this Agreement.
9. **Force Majeure**
- The BCCI shall not be liable to the Company for any inability to perform this Agreement due to an event or circumstance or combination of events or circumstances beyond the reasonable control of the BCCI including, without limitation, any of the following: act of God, governmental act, war, terrorism or the threat thereof, fire, flood, drought, lightning, explosion, accident, strike, lock-out, walk-out, labour condition, civil commotion, riots, acts of terrorism and similar force majeure occurrences.
10. **General**
- (a) The Company acknowledges and agrees that any and all rights which are not expressly granted to the Company under this Agreement are hereby expressly reserved by the BCCI and may not be exercised by the Company.

- (b) Subject as provided below this Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all previous agreements between the parties relating to said subject matter. Each party acknowledges that, in agreeing to enter into this Agreement, it has not relied on any representation, warranty, collateral contract or other assurance made by or on behalf of any other party at any time before signature hereof which is not expressly set out in this Agreement. Subject as provided below each party waives all rights and remedies which but for this paragraph might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance but nothing in this paragraph shall limit or exclude any liability for fraud. Notwithstanding the foregoing provisions of this paragraph it is agreed that the BCCI may continue to rely upon and take action in relation to and in respect of any representations, assurances, warranties and/or undertakings made or given by or on behalf of or in relation to the Company in response to the Request for Proposal including as set out in the Proposal.
- (c) If and to the extent that the BCCI is obliged for any reason to move the Event (in whole or in part) to a location outside India then:
- (i) the BCCI shall not be liable for any non-performance of this Agreement consequent upon the re-location of the Event;
 - (ii) the Company shall if requested provide such portion of the Services as is requested by the BCCI;
 - (iii) if and to the extent that as a result of said re-location the Company fails to provide and/or deliver any of the items, things or services set out in the Budget then the BCCI shall by written notice to the Company be entitled to adjust the Fees on a pro rata basis and if such adjustment results in the BCCI having made any overpayment to the Company then the Company shall within 5 days of being notified of the adjustment repay to the Company the amount of such overpayment together with any relevant tax (as may be applicable) in respect thereof; and
 - (iv) if the Company is not required to provide any of the Services, the Company shall not be entitled to be paid or to recover any charges, costs or expenses incurred in connection with this Agreement.
- (d) This Agreement shall bind and inure to the benefit of the BCCI, its successors and assigns. The Company shall not assign or transfer this Agreement to any third party. The rights granted to the Company hereunder shall be personal to it and shall not, without the prior written consent of the BCCI, be transferred, sub-contracted or assigned or delegated to any other party. In addition, the Company acknowledges and agrees that it has no right to sublicense, transfer or otherwise deal with any of the rights granted to it under this Agreement and any breach of this paragraph shall entitle the BCCI to terminate this Agreement with immediate effect upon written notice to the Company since the parties agree that such a breach shall be material and irremediable.
- (e) This Agreement may not be changed or modified except by an express document in writing signed by both parties.
- (f) The failure of either party at any time or times to demand strict performance by the other of its obligations under this Agreement shall not be construed as a continuing waiver or relinquishment thereof and each party may at any time demand strict and complete performance by the other of said provisions.
- (g) This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between the parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, save as expressly set out herein, and nothing in this Agreement shall give, or is intended to give, any rights of any kind to any third persons.
- (h) In the event that any clause or term of this Agreement shall be deemed to be invalid or unenforceable, this shall not affect the legal enforceability of the Agreement as a whole,

and the parties agree to replace such invalid clause with a mutually agreed enforceable replacement clause, as close as possible in interpretation to the invalid clause.

- (i) In this Agreement:
 - (i) use of the singular includes the plural and vice versa and use of one gender includes all other genders;
 - (ii) any reference to “person(s)” includes natural persons, firms, partnerships, companies, corporations, associations, trusts and any other type of entity whatsoever; and
 - (iii) reference to “stage”, “staging” and “staged” in relation to any Fan Park shall be deemed to include and imply an obligation on the Company to stage the relevant Fan Park in the manner contemplated by this Agreement.
- (j) This Agreement shall be deemed to take effect on the date on which BCCI countersigns it.
- (k) In the event that any circumstances arise prior to or during the League which the BCCI considers, in its sole and absolute discretion, to constitute a “crisis”, the BCCI will notify the Company of such circumstances and the Company agrees to use its commercially reasonable endeavours to co-operate with the BCCI in the management of such circumstances and will take steps as the BCCI shall require. In such circumstances, the Company further agrees not to make any public comment or statement in relation to the circumstances, the League and/or the BCCI and will co-operate with the policy of the BCCI and any steps taken thereunder. In any event, the Company further warrants that it will at all times co-operate with the BCCI’s public relations programme and initiatives in respect of the League and related matters.

11. **Confidentiality**

- (a) Neither party shall disclose (or permit or cause its employees, agents or representatives to disclose), Confidential Information disclosed to it (including information disclosed during audit) to any other person without the prior written consent of the other party to whom the duty of confidentiality is owed except that either party may disclose any such Confidential Information:
 - (i) if and to the extent required by Law or for the purpose of any judicial, arbitral or other similar proceedings;
 - (ii) if and to the extent required by regulatory or governmental body to which that party is subject;
 - (iii) to its professional advisers, auditors and bankers, and its (or its Affiliates') employees, agents or representatives for purposes connected with the performance of its obligations under this Agreement;
 - (iv) if and to the extent the information has come into the public domain through no fault of that party; and
 - (vi) if and to the extent the other party has given prior written consent to the disclosure.
- (b) In respect of Clauses 11(a)(i) and 11(a)(ii) above, each party (the “**Disclosing Party**”) shall promptly inform the other party (the “**Non-Disclosing Party**”) in writing in the event that the Disclosing Party is required to disclose Confidential Information in such circumstances. If the Non-Disclosing Party seeks to challenge with the relevant authority such requirement to disclose, the Disclosing Party shall not disclose such Confidential Information until such challenge is decided unless the Disclosing Party is required to do so by the relevant authority in spite of such challenge being pending or if the Disclosing Party’s rights are likely to be prejudiced by non-disclosure.
- (c) In respect of Clause 11(a)(iii) above, each party shall use best endeavors to ensure that its professional advisers, auditors, bankers, employees, agents or representatives keep confidential any Confidential Information disclosed to them.

- (d) The restrictions contained in this Clause shall continue to apply after the termination of this Agreement without limit in time. For the avoidance of doubt, Company shall not make or authorize any announcement concerning this Agreement save as separately and expressly agreed in writing by BCCI or as otherwise required by law. Either Party shall be entitled to any and all remedies available at law or in equity, including injunctive relief, in the event of any breach of such commitment to confidentiality.

12. **Sub-Licensing**

The Company shall not be entitled to sub-licence (in full or in part) the obligations to provide Services under this Agreement.

13. **Governing Law and Jurisdiction**

- (a) This Agreement shall be governed by and construed in accordance with Indian law. Subject to arbitration provided below, the Courts of Mumbai, India shall have the exclusive jurisdiction in relation to this Agreement.
- (b) If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent or failing which by such process as is laid down in The Arbitration and Conciliation Act 1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.
- (c) The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- (d) The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers' fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- (e) Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- (f) The BCCI shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai in connection with this Agreement including if it reasonably believes that damages may not be an adequate remedy for any breach by the Company of this Agreement.

14. **Definitions**

In this Agreement the following terms shall have the following meanings (unless the context requires otherwise):

- (a) **"Affiliate"**, with respect to any party, means any corporation, joint venture, or other business entity (i) which owns at least 20% of the share capital or equity interest of such party, (ii) in which such party owns at least 20% of its share capital or equity interest, (iii) at least 20% of the shares of which are owned by the Parent Company of such party, or (iv) which Controls, is Controlled by or under common Control with such party and "Affiliated" shall be construed accordingly;
- (b) **"Applicable Laws"** shall mean any and all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, notices, directions, judgements or other requirements of any Governmental Authority including, without limitation, insofar as the same relate to taxes of any kind (such as by way of example service tax, professional tax and withholding tax), Provident Fund, Employees' State Insurance, The Foreign Exchange Management Act and General Data Protection Regulation (EU) 2016/679;
- (c) **"Bank Guarantee"** shall mean a bank guarantee in the format set out in **Schedule 4**;
- (d) **"Broadcaster"** means any third party who has been given the right to broadcast any Match in India by any means including on television and by way of streaming or other such digital technology, being at the date of this Agreement, Star and Hotstar;

- (e) “**Budget**” means the budget for the Fan Parks including all costs and revenue in relation to them as agreed with the BCCI in the same format as is set out in **Appendix 2** and which shall form part of the Fan Park Plan (as the same may change for any additional Seasons) and “**Budgeted Costs**” shall mean all Fan Park related costs set out in the Budget;
- (f) “**Business Day**” shall mean any day (apart from Saturday or Sunday) on which banks in Mumbai are open for business;
- (g) “**City**” means any city which hosts a Fan Park, it being acknowledged that the list of Cities may change at BCCI’s discretion and in any future year of the Term, and “**Cities**” shall be construed accordingly;
- (h) “**Commencement Date**” shall mean the date of signature of this Agreement by the BCCI;
- (i) “**Commercial Rights**” means any and all rights of a commercial nature connected with the Fan Parks including, without limitation, broadcasting rights, Media Rights, sponsorship rights, merchandising and licensing rights and promotional rights;
- (j) “**Conflict of Interest Rules**” shall mean Rules 38 and 39 of the Memorandum of Association and Rules and Regulations of BCCI as amended from time to time. The current Conflict of Interest Rules are annexed as **Schedule 6** to the Services Agreement.
- (k) “**Control**” shall mean the power of a person (directly or indirectly) to direct or cause the direction of the management and policies of any other person or the ownership (directly or indirectly) of more than fifty percent (50%) of the equity or capital of, or the voting power in, any other person and “**Controls**”, “**Controlled**” and “**Controller**” shall be construed accordingly and a “**Change of Control**” shall occur if (i) a person who Controls another person ceases to do so; or (ii) a different person acquires Control of such other person; or (iii) any person acquires Control of another person in circumstances where no person previously Controlled such other person;
- (l) “**Fan Park Logo**” means the logo relating to the Fan Parks set out at **Schedule 2**, as the same may be amended by BCCI at its discretion;
- (m) “**Fan Parks**” means the events at the Venues to be found and contracted by the Company and approved in writing by BCCI at which (i) the Matches will be shown on LED Screen to the general public on a live basis on the dates and in the Cities in accordance with this Agreement; and (ii) the audience will be provided with certain entertainment together with hospitality (if applicable) and/or the ability to purchase food and beverages;
- (n) “**Fan Park Plan**” means the document submitted by the Company as part of its Proposal, which shall include the Budget and as is set out at **Appendix 1**, it being acknowledged that this may alter in any future year of the Term as contemplated by this Agreement;
- (o) “**Final**” means the final match of the Season;
- (p) “**Franchise Agreement**” means an agreement between BCCI and a third party (a Franchisee) under which such Franchisee has agreed to field a Team in the League and pursuant to which such Franchisee enjoys certain rights and has assumed certain obligations as set out therein and as contemplated by the IPL’s operational rules;
- (q) “**Franchisee**” an entity which has entered into a Franchise Agreement with BCCI;
- (r) “**Governmental Authority**” shall mean any nation or government or any province, state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of India or any political subdivision thereof or of any other applicable jurisdiction; any court, tribunal or arbitrator and any securities exchange or body or authority regulating such securities exchange;
- (s) “**Group**” shall mean a group of companies comprising of all companies which are under the same management according to the conditions set out in the Companies Act 2013 (India) and include all companies that are Affiliates of such companies. The ultimate parent company of the Company and all enterprises whose accounts are consolidated on a line-

by-line basis in such ultimate parent company's audited financial statements shall also form part of the Group;

- (t) **"Hotstar"** means the online video streaming platform owned by Star India;
- (u) **"Intellectual Property"** shall mean all copyright and other intellectual property rights howsoever arising and in whatever media now known or hereafter devised, whether or not registered or capable of registration, including copyright, trade marks, service marks, trade names, registered designs, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world;
- (v) **"IPL Identification"** shall mean the names "IPL" and "The Indian Premier League", (whether the same are used in conjunction with any related sponsor or otherwise) and any reference thereto as may be approved in advance by the BCCI, and the Trade Marks;
- (w) **"League", "IPL" or "Event"** shall mean the Twenty20 cricket tournament known as The Indian Premier League;
- (x) **"League Match or Match"** shall mean any match forming part of the League in the Season including the end of Season play-off matches to decide the ultimate winner of the League;
- (y) **"League Season" or "Season"** shall mean, as the context requires, the 2020 and/or 2021 IPL Seasons and/or, if this Agreement is extended, 2022 IPL season;
- (z) **"LED Screen"** means a pixel pitch of 8.0mm physical minimum outdoor LED screen of a size as follows: HD feed 32x18 Brightness should be more than 10000cd/m² with a contract value of 3000:1;
- (aa) **"Media Rights"** means the right to broadcast or otherwise distribute audio-visual, visual and/or audio coverage of any Fan Park including any Match (whether on a live or delayed basis and whether of all or any part of such match) by any and all means now known or hereafter developed including but not limited to all forms of television, home video and DVD, theatric and non-theatric rights, in-flight, ship-at-sea, distribution to all forms of mobile devices and via the internet and whether scheduled or on demand and in whatever format (whether linear, interactive, free to air, pay or otherwise);
- (bb) **"Official Sponsor"** means all and/or any of the official sponsors and partners of IPL appointed by the BCCI from time to time which at the date of this Agreement –vivo, TATA Motors, Future Group, Dream 11, Paytm and CEAT) and but which shall be subject to change;
- (cc) **"Owner"** shall mean any person who is the ultimate Controller of the Company;
- (dd) **"Person or person"** means any natural person, company, firm, partnership, unincorporated association and any other entity of any kind whatsoever who or which is capable to contract under the Indian Contract Act, 1872;
- (ee) **"Playoffs"** means those of the Matches which take place after the home and away Matches in order to determine the ultimate winner of the League;
- (ff) **"Proposal"** shall mean a written offer to acquire the right to provide the Services during the Term, and which is submitted to BCCI subject to, and in accordance with, the terms and conditions of the RFP;
- (gg) **"Request for Proposal" or "RFP"** shall mean the document entitled Request for Proposal for the Provision of Fan Parks published by the BCCI in respect of the Season inviting third parties to submit proposals to be appointed to provide the Services (or services similar thereto) to BCCI in relation to IPL;
- (hh) **"Services"** shall mean the Services set out in **Schedule 1**;
- (ii) **"Stadium"** shall mean each stadium at which a Match is staged and **"Stadia"** shall be construed accordingly;
- (jj) **"Team"** shall mean each team which forms part of the League from time to time;
- (kk) **"Term"** shall mean the period commencing on the Commencement Date and continuing until 31 July 2021 as the same may be extended under clause 2;
- (ll) **"Trade Marks"** shall mean the logos and trade marks relating to the IPL from time to time which are owned or controlled by the BCCI including the Fan Park Logo set out at **Schedule 2**;

- (mm) “**Venue**” means those of the venues referred to in **Schedule 5** or otherwise agreed in writing by BCCI at which the Fan Parks take place in accordance with this Agreement including in respect of each such Venue the whole of the premises of including without limitation, any spectator areas, toilets, hospitality facilities, seats, car parks and other areas within the Venue, airspace above any of the foregoing, static or moving objects inside and outside the Venue in each case in and around and/or which form part of the Venue or which are otherwise owned and/or controlled by the Venue Operator in connection with the Venue;
- (nn) “**Venue Agreement**” means each agreement to be entered into between the Company and the Venue Operator as contemplated in **Schedule 1** pursuant to which the Company is to be granted the right to stage each relevant Fan Park at the relevant Venue; and
- (oo) “**Venue Operator**” means the person who controls each relevant Venue and has the right to grant to the Company the right to stage the relevant Fan Park at the relevant Venue.

SCHEDULE 4 (of the Services Agreement)

BANK GUARANTEE FORMAT

[FORMAT OF GUARANTEE TO BE ISSUED BY ANY BANK THAT IS LISTED IN SCHEDULE 2 TO THE RESERVE BANK OF INDIA ACT, 1934 (EXCLUDING COOPERATIVE BANKS AND REGIONAL RURAL BANKS) OR AN INDIAN PRIVATE BANK OR ANOTHER REPUTABLE BANK (IN EACH CASE AS APPROVED IN WRITING IN ADVANCE BY BCCI)]

Board of Control for Cricket in India
Cricket Center
Wankhede Stadium
Mumbai 400 020
India

1. [Company name] having its principal place of business at [insert address] (the “Company” which expression shall unless repugnant to the subject or context mean and include its successors in office, executors, administrators, permitted assigns and the like) having entered into a Services Agreement dated [●] (the “**Services Agreement**”), which includes all terms and conditions of the Request for Proposal (the “RFP”) for providing certain services with BCCI in relation to the Indian Premier League for Seasons in 2020, 2021 and, if appropriate, the 2022 Season. As provided in the Agreement the Company is required to provide a Bank Guarantee to BCCI for [*sum payable under clause 3.1 (a) of the Services Agreement*] (the “**Guaranteed Sum**”) *inter alia* for the due fulfilment by the Company of its obligations under the Services Agreement.
2. The Company has approached us for issuing the said guarantee and at their request and on receipt of sufficient consideration by us, we, (name of the bank) (constituted and established under.) having our office at(being a Mumbai Branch) (Phone No.: Fax No.:.....) (hereinafter referred to as “**the said bank**” which expression shall unless repugnant to the subject or context mean and include its successors in office, executors, administrators, permitted assigns and the like) have agreed to give such guarantee as hereinafter mentioned.
3. We hereby undertake and agree unconditionally and irrevocably with BCCI that on first claim in writing from BCCI stating that a default has been committed by the Company, in performing any of the obligations set out in the Services Agreement whatsoever, we shall, without demur, any reservations, contest, recourse or protest and without any reference to the Company, pay to BCCI a sum not exceeding the Guaranteed Sum, either in full or in part (to be decided at BCCI’s discretion), in such manner as BCCI may direct from time to time. Any such claim made by BCCI on us shall be final, conclusive and binding notwithstanding any difference or any dispute between BCCI and the Company or any other legal proceedings, pending before any Court, tribunal, arbitrator or any other authority. For the avoidance of doubt BCCI may call upon this guarantee on any number of occasions subject to the limit of the guarantee, being the Guaranteed Sum.
4. BCCI shall have the full liberty, without reference to us and without affecting this guarantee, to postpone for any time or from time to time the exercise of any of the powers

and/or any rights conferred on BCCI under the Services Agreement, which under the Law relating to the Sureties would, but for this provision, have the effect of releasing us.

5. We confirm and agree that this guarantee shall not be discharged reduced or diluted (i) due to any variance of what so ever made in the terms of the Services Agreement without our consent and / or (ii) due to any contract between the Company and BCCI by virtue of which BCCI makes a composition with or promises to give time to or not to sue the Company.
6. We confirm and agree that this guarantee shall be valid and binding irrespective of BCCI having any other guarantee/s from the Company relating to its obligations and BCCI need not proceed with those guarantee/s before invoking the guarantee given hereunder.
7. We further confirm and agree that BCCI need not initiate any proceeding, claim, action or raise any demand against the Company before lodging any claim hereunder.
8. The guarantee herein contained shall not be determined or otherwise affected in any way;
 - (a) by the liquidation or winding up or dissolution or change(s) in the constitution of the Company;
 - (b) by any forbearance by BCCI whether as to payment, time, performance or otherwise, or by any other indulgence or matter of whatever nature accorded by BCCI to the Company;
 - (c) by the termination for any reason of the Services Agreement; or
 - (d) by anything which would have discharged us (wholly or in part), but for this provision, of our obligations under this guarantee or which would have afforded us any legal or equitable defence,

but shall for all purposes binding and operative until the due and proper performance by the Company of all relevant obligations under the Services Agreement and shall continue till the expiry of the term of the Guarantee inclusive of the claim period.

9. This guarantee shall be irrevocable and shall remain valid for a period of 12 months from the date of issuance, with a claim period of six months thereafter.
10. Notwithstanding anything contained hereinabove:
 - (a) Our liability under this guarantee shall not exceed and is restricted to the Guaranteed Sum;
 - (b) This guarantee shall remain in force a period of 12 months from the date of issuance, with a claim period of six months thereafter; and
 - (c) Unless a demand/claim under this guarantee is served upon us in writing within the time in which this guarantee is stated to be in force, all the rights of BCCI under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.
11. A demand for payment under this guarantee shall be deemed to have been sufficiently made if a claim in writing is sent by post or by fax or hand delivered to us to the above-mentioned address and Fax nos. in paragraph 2.

12. We shall not be entitled to assign this guarantee.
13. Payments to be made under this guarantee shall be made in Indian Rupees without any deduction, withholding or set off of any kind.
14. This Guarantee shall be governed by and construed in accordance with the substantive laws of India.

SCHEDULE 5 (of the Services Agreement)**Suggested Cities**

| Sr. No. | City | State |
|---------|-------------|------------------|
| 1 | Guntur | Andhra Pradesh |
| 2 | Tirupati | Andhra Pradesh |
| 3 | Jorhat | Assam |
| 4 | Tezpur | Assam |
| 5 | Muzaffarpur | Bihar |
| 6 | Bilaspur | Chhattisgarh |
| 7 | Bhilai | Chhattisgarh |
| 8 | Nadiad | Gujarat |
| 9 | Rajkot | Gujarat |
| 10 | Anand | Gujarat |
| 11 | Vadodara | Gujarat |
| 12 | Hamirpur | Himachal Pradesh |
| 13 | Jammu | Jammu & Kashmir |
| 14 | Jamshedpur | Jharkhand |
| 15 | Dhanbad | Jharkhand |
| 16 | Hubli | Karnataka |
| 17 | Mysore | Karnataka |
| 18 | Shivamogga | Karnataka |
| 19 | Belgaum | Karnataka |
| 20 | Palakkad | Kerala |
| 21 | Gwalior | Madhya Pradesh |
| 22 | Bhopal | Madhya Pradesh |
| 23 | Jabalpur | Madhya Pradesh |
| 24 | Kolhapur | Maharashtra |
| 25 | Solapur | Maharashtra |
| 26 | Ratnagiri | Maharashtra |
| 27 | Imphal | Manipur |
| 28 | Shillong | Meghalaya |
| 29 | Aizawl | Mizoram |
| 30 | Dimapur | Nagaland |
| 31 | Bhubaneswar | Odisha |
| 32 | Rourkela | Odisha |
| 33 | Puducherry | Puducherry |
| 34 | Bhatinda | Punjab |
| 35 | Bikaner | Rajasthan |
| 36 | Jodhpur | Rajasthan |
| 37 | Kota | Rajasthan |
| 38 | Gangtok | Sikkim |
| 39 | Coimbatore | Tamil Nadu |
| 40 | Tirunelveli | Tamil Nadu |

| | | |
|----|-----------------|---------------|
| 41 | Madurai | Tamil Nadu |
| 42 | Tiruchirappalli | Tamil Nadu |
| 43 | Warangal | Telangana |
| 44 | Nizamabad | Telangana |
| 45 | Lucknow | Uttar Pradesh |
| 46 | Mathura | Uttar Pradesh |
| 47 | Meerut | Uttar Pradesh |
| 48 | Dehradun | Uttarakhand |
| 49 | Siliguri | West Bengal |
| 50 | Durgapur | West Bengal |

SCHEDULE 6 (of the Services Agreement)

RELEVANT EXTRACT FROM MEMORANDUM OF ASSOCIATION AND RULES AND REGULATIONS OF BCCI CONTAINING PROVISIONS RELATING TO CONFLICT OF INTEREST

(Capitalized terms used in this **Schedule 6** but not defined herein shall have the meaning assigned to them under the Memorandum of Associations and Rules and Regulations of BCCI)

38. CONFLICT OF INTEREST

(1) A Conflict Of Interest may take any of the following forms as far as any individual associated with the BCCI is concerned:

- (i) *Direct or Indirect Interest:* When the BCCI, a Member, the IPL or a Franchisee enter into contractual arrangements with entities in which the individual concerned or his/her relative, partner or close associate has an interest. This is to include cases where family members, partners or close associates are in positions that may, or may be seen to compromise an individual's participation, performance and discharge of roles.

Illustration 1: A is an Office Bearer of the BCCI when it enters into a broadcast contract with a company where A's son B is employed. A is hit by Direct Conflict of Interest.

Illustration 2: C is a Member of the IPL Governing Council. The IPL enters into a contract with a new franchisee, the Managing Director of which is C's partner in an independent commercial venture. C is hit by Indirect Conflict of Interest.

Illustration 3: D is the Office Bearer of a State Association. D's wife E has shares in an IPL Franchisee which enters into a stadium contract with the State Association. D is hit by Indirect Conflict of Interest.

Illustration 4: F is President of the BCCI. His son-in-law is a Team Official of a Franchisee. F is hit by Conflict of Interest.

Illustration 5: G is an employee of the BCCI. His wife runs a catering agency that is engaged by the BCCI. G is hit by Conflict of Interest.

- (ii) *Roles compromised:* When the individual holds two separate or distinct posts or positions under the BCCI, a Member, the IPL or the Franchisee, the functions of which would require the one to be beholden to the other, or in opposition thereof.

Illustration 1: A is the Coach of a team. He is also Coach of an IPL Franchisee. A is hit by Conflict of Interest.

Illustration 2: B is Secretary of the BCCI. He is also President of a State Association. B is hit by Conflict of Interest.

Illustration 3: C is the Vice President of the BCCI. He is also President of a State Association and member of a Standing Committee. C is hit by Conflict of Interest.

Illustration 4: D is a Selector. He is also coach of an IPL franchisee. D is hit by Conflict of Interest.

- (iii) *Commercial conflicts*: When the individual enters into endorsement contracts or other professional engagements with third parties, the discharge of which would compromise the individual's primary obligation to the game or allow for a perception that the purity of the game stands compromised.

Illustration 1: A runs a cricket academy. He is appointed as a selector. A is hit by Conflict of Interest.

Illustration 2: B is a BCCI commentator. He also runs a sports management company which contracts members of the team. B is hit by Conflict of Interest.

Illustration 3: C is a selector. He is contracted to write a column on a tour that the national team is on. C is hit by Conflict of Interest.

Illustration 4: D is a team captain. He is also co-owner of a sports management agency which is contracted to manage other team members. D is hit by Conflict of Interest.

Illustration 5: E is a member of the IPL Governing Council. He is engaged by a cricket broadcaster to act as an IPL commentator. E is hit by Conflict of Interest.

- (iv) *Prior relationship*: When the individual has a direct or indirect independent commercial engagement with a vendor or service provider in the past, which is now to be engaged by or on behalf of the BCCI, its Member, the IPL or the Franchisee.

Illustration 1: A is President of the BCCI. Prior to his taking office, he has been engaged professionally for his services by a firm B. After A becomes President, B is appointed as the official consultants of the BCCI. A is hit by Conflict of Interest.

Illustration 2: B is the Secretary of a State Association. Prior to his election, he ran a firm C, specializing in electronic boundary hoardings. Upon becoming Secretary, the contract for the Association's stadium hoardings is granted to C. B is hit by Conflict of Interest.

Illustration 3: D is the Commissioner of the IPL. Before he came into this office, he used to engage E as his auditor for his business. After becoming

Commissioner, E is appointed as auditor to the IPL. D is hit by Conflict of Interest.

Illustration 4: F is the Captain of an IPL team, and G is the team's manager. When F is made Captain of the national team, G is appointed as the national team's manager. F is hit by Conflict of Interest.

- (v) *Position of influence*: When the individual occupies a post that calls for decisions of governance, management or selection to be made, and where a friend, relative or close affiliate is in the zone of consideration or subject to such decision-making, control or management. Also, when the individual holds any stake, voting rights or power to influence the decisions of a franchisee / club / team that participates in the commercial league(s) under BCCI;

Illustration 1: A is a selector. His son is in the zone of consideration for selection. A is hit by Conflict of Interest.

Illustration 2: B is the Secretary of a State Association. He also runs a cricket academy in the State. B is hit by Conflict of Interest.

Illustration 3: C is an umpire. His daughter D is a member of a team which is playing a match in which C officiates. C is hit by Conflict of Interest.

Illustration 4: E is the President of a State Association and his company F owns 12 cricket clubs in the State from which probables are selected for the State team. E is hit by Conflict of Interest.

EXPLANATION: The Illustrations which refer to a President / Secretary / Vice-President may be read as illustrations referring to any other Office Bearer, and also to the members of the Apex Council, the Governing Council and the Committees.

- (2) Within a period of 15 days of taking any office under the BCCI, every individual shall disclose in writing to the Apex Council any existing or potential event that may be deemed to cause a Conflict of Interest, and the same shall be uploaded on the website of the BCCI. The failure to issue a complete disclosure, or any partial or total suppression thereof would render the individual open to disciplinary action which may include termination and removal without benefits. It is clarified that a declaration does not lead to a presumption that in fact a questionable situation exists, but is merely for information and transparency.
- (3) A Conflict of Interest may be either Tractable or Intractable:
- (a) Tractable conflicts are those that are resolvable or permissible or excusable through recusal of the individual concerned and/or with full disclosure of the interest involved.
- (b) Intractable conflicts are those that cannot be resolved through disclosure and recusal, and would necessitate the removal of the individual from a post or position occupied so that the conflict can cease to exist.

Explanation: In Illustration 3 to Rule 38(1)(i), if the wife held 51% shares, the conflict will be treated as intractable. If the wife holds 3% shares, whether the conflict is tractable or intractable will have to be decided by the Ethics Officer on the facts of the case. If the wife holds only 100 shares out of 1 crore shares, a disclosure of the same may be sufficient.

- (4) It is clarified that no individual may occupy more than one of the following posts at a single point of time except where prescribed under these Rules:
- (a) Player (Current)
 - (b) Selector / Member of Cricket Committee
 - (c) Team Official
 - (d) Commentator
 - (e) Match Official
 - (f) Administrator / Office-Bearer
 - (g) Electoral Officer
 - (h) Ombudsman & Ethics Officer
 - (i) Auditor
 - (j) Any person who is in governance, management or employment of a Franchisee
 - (k) Member of a Standing Committee
 - (l) CEO & Managers
 - (m) Office Bearer of a Member
 - (n) Service Provider (Legal, Financial, etc.)
 - (o) Contractual entity (Broadcast, Security, Contractor, etc.)
 - (p) Owner of a Cricket Academy
- (5) As far as incumbents are concerned, every disclosure mandated under Sub-Rule (3) may be made within 90 days of the Effective Date.

39. THE ETHICS OFFICER

- (1) The BCCI shall appoint an Ethics Officer at the Annual General Meeting for the purpose of guidance and resolution in instances of conflict of interest. The Ethics

Officer shall be a retired Judge of a High Court so appointed by the BCCI after obtaining his/her consent and on terms as determined by the BCCI in keeping with the dignity and stature of the office. The term of an Ethics Officer shall be one year, subject to a maximum of 3 terms in office.

- (2) Any instance of Conflict of Interest may be taken cognizance of by the Ethics Officer:
 - (a) Suo Motu;
 - (b) By way of a complaint in writing to the official postal or email address; or
 - (c) On a reference by the Apex Council;

- (3) After considering the relevant factors and following the principles of natural justice, the Ethics Officer may do any of the following:
 - (a) Declare the conflict as Tractable and direct that:
 - (i) the person declare the Conflict of Interest as per Rule 38(3)(a); or
 - (ii) the interest that causes the conflict be relinquished; or
 - (iii) the person recuse from discharging the obligation or duty so vested in him or her.

 - (b) Declare the conflict as Intractable and direct that:
 - (i) the person be suspended or removed from his or her post; and
 - (ii) any suitable monetary or other penalty be imposed; and
 - (iii) the person be barred for a specified period or for life from involvement with the game of cricket.

The Ethics Officer is wholly empowered to also direct any additional measures or restitution as is deemed fit in the circumstances.

APPENDIX 1 (of the Services Agreement)

FAN PARK PLAN

**APPENDIX 2 (of the Services Agreement)
BUDGET/COST SHEET**

| VIVO IPL 20120- FAN PARKS | | | | |
|----------------------------------|---|----------------------|---------------------|-------------------|
| S.no | Items | Cost Per City | No of Cities | Total Cost |
| 1 | Venue Rental | | | |
| 2 | Venue Set Up | | | |
| 3 | Audio-Visual Set Up: pixel pitch of 8.0mm physical minimum outdoor LED screen of a size as follows: HD feed 32x18 Brightness should be more than 10000cd/m2 with a contract value of 3000:1; Screen size: HD feed minimum -32x18 | | | |
| 4 | Branding, Marketing & Collateral | | | |
| 5 | Staffing | | | |
| 6 | Entertainment | | | |
| 7 | Concessions | | | |
| 8 | Free Drinking Water | | | |
| 9 | Promotional Canters (2 @ 4 days pre match day) | | | |
| 10 | Content & Data Capture (Research, Still Images, Video) | | | |
| 11 | Insurance | | | |
| 12 | Medical Services | | | |
| 13 | Parking | | | |
| 14 | Permissions and licences | | | |
| | Total | | | |
| | Agency Fee | | | |
| | GST | | | |
| | Grand Total | | | |

Note: Details of each item to be supplied as part of the Proposal.

SCHEDULE 4 (of RFP)

PROPOSAL SUBMISSION LETTER

[To be typed on Interested Party's Letterhead]

2020

The Board of Control for Cricket in India
Cricket Centre
Wankhede Stadium
Marine Lines
Mumbai 400 020
India

For the attention: Honorary Secretary, BCCI

Dear Sirs,

REQUEST FOR PROPOSAL – STAGING OF IPL FAN PARKS – PROPOSAL SUBMISSION LETTER

We, _____¹, acknowledge receipt of the above Request for Proposal published by BCCI in relation to the right and obligation to stage IPL Fan Parks (“**RFP**”) and fully understand and accept the terms, conditions and procedures set out therein. In accordance with the requirements of the RFP, we hereby submit a proposal to provide the Services (the “**Proposal**”) in accordance with the terms of the RFP.

We confirm that:

- Each element of this Proposal has been formulated with regard to and with a view to successfully achieving the aims and objectives of BCCI as set out in the RFP;
- We accept the terms, conditions and requirements without any reservations or amendments contained in the RFP and the Services Agreement;
- We have perused the Conflict of Interest Rules annexed at **Schedule 6** to the Services Agreement and declare that we do not have any conflict in terms thereof; and
- No element of this Proposal is conditional upon any event, fact or circumstance other than the acceptance by BCCI of the offer contained in this Proposal.

Capitalised expressions used in this Proposal shall have the same meaning ascribed to them in the RFP unless otherwise expressly defined in this Proposal.

¹ Please provide the full name of the Interested Party.

1. INFORMATION RELATING TO PROPOSAL EVALUATION

Please find enclosed with this Proposal full details and supporting documents (where applicable) in respect of the following:

1.1 Corporate Structure of the Interested Party

- (a) Incorporation Date, Registered Office and Registered Number of the Interested Party;
- (b) Details of all shareholders in the Interested Party and their respective percentage shareholding (unless the same is a listed company whose shares are traded on any recognised investment exchange in which event details are provided of any shareholder who owns or Controls 10% or more of the shares of such entity);
- (c) Copies of the audited financial accounts of the Interested Party for the immediately preceding 3 year period;
- (d) If the Interested Party forms part of a Group of companies an organisation chart of such Group including details of any person who owns shares in any company in such Group together with details of the ultimate Controller of the ultimate holding company of such Group;
- (e) Details of all directors of the Interested Party;
- (f) Details of the senior management who will be responsible for the provision of the Services; and
- (g) Certified true copies of all constitutional documents relating to the Interested Party including certificate of incorporation, memorandum and articles of association, partnership deed etc.

2. CONFIDENTIALITY

- 2.1 “**Confidential Information**” means all information in whatever form (including, without limitation, written, oral, visual or electronic) relating directly or indirectly to the content of the discussions between BCCI and the Interested Party relating to this Proposal and/or any Services Agreement, the fact that the parties are discussing this Proposal and/or any Services Agreement and the status of those discussions and/or the existence, nature and terms of this Proposal, or any subsequent discussions, agreements or arrangement relating thereto, and all information (whether of a technical nature or otherwise) relating to the business or affairs of BCCI (and/or its/their commercial partners, or associated or subsidiary entities) as may be communicated to us during the RFP process and any subsequent negotiations in connection therewith.

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

- (a) is reasonably required by a person employed or engaged by us in connection with the preparation of our Proposal or the proper performance of the Services Agreement in which circumstances we shall ensure that any such person complies with our obligations in relation to Confidential Information referred to in this letter as if such person were a signatory to this letter; 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 BCCI chooses otherwise, we covenant with and undertake to BCCI that no announcement or statement howsoever relating to our Proposal, the Services Agreement or our discussions with BCCI in relation thereto shall be made by us, or on our behalf, without the prior written approval of BCCI (such approval to be given or withheld at BCCI's sole discretion).

2.3 We hereby undertake to BCCI to use the Confidential Information solely in connection with the preparation of our Proposal and not otherwise for our own benefit or the benefit of any third party.

3. GENERAL

3.1 We acknowledge that we are solely responsible for all costs, expenses and liabilities incurred by us in the preparation and submission of this Proposal, any responses to requests for further information by or on behalf of BCCI and any discussions with BCCI and/or its associates following receipt by BCCI of this Proposal (whether or not any Services Agreement is entered into by us).

3.2 We warrant, confirm, represent and undertake to BCCI and its/their associates that:

- (a) the information contained in this Proposal and otherwise provided to BCCI and/or its associates during the RFP process is, and shall be, complete and accurate in all respects and is not, and shall not be, false or misleading in any way;
- (b) we satisfy all Eligibility requirements set out in the RFP;
- (c) if, following submission of this Proposal there are any changes in our circumstances that may affect any of the information contained in this Proposal or the warranty in paragraph (a) immediately above, we shall immediately notify BCCI in writing setting out the relevant details in full.

4. GOVERNING LAW AND ARBITRATION

4.1 We acknowledge and agree that our Proposal and the entire RFP process shall be governed by, and construed in accordance, with the laws of India.

4.2 Any disputes arising in connection with our Proposal and the RFP process (or any part thereof) shall be resolved in accordance with Section 12 of the RFP.

For and Behalf of ²

Name

Designation

Date

² To be signed by the Interested Party

SCHEDULE 5 (of RFP)

AFFIDAVIT

TO BE ATTESTED/NOTARIZED ON RS 100 NON-JUDICIAL STAMP PAPER

AFFIDAVIT

I, _____ of
_____, an authorised representative of
_____ do hereby declare solemnly affirm and state as follows:

1. I solemnly state and declare that I am providing the true and correct details of the company submitting the Proposal as required by the Request For Proposal for the right and obligation to stage IPL Fan Parks.
2. I state that the contents of the Proposal are true and correct to the best of my knowledge based on the original records maintained by the Proposal Company. I further declare that no material information has been concealed.
3. I have perused the BCCI Conflict of Interest Rules annexed at **Schedule 6** to the Services Agreement(s) and we do not have any conflict of interest in terms thereof.

Solemnly affirmed at _____

On this _____ day of _____