FIA DRIFTING INTERCONTINENTAL CUP

CALL FOR EXPRESSIONS OF INTEREST / SELECTION PROCESS

The Fédération Internationale de l'Automobile is the governing body for world motor sport and the Federation of the world's leading motoring organisations. It is a non-profit making association and brings together 236 national motoring and sporting organisations from 141 countries on five continents. Its member clubs represent millions of motorists and their families.

The FIA is recognised by its members as the sole authority having the sporting power with the right to organise international FIA Championships and FIA Cups. One of the Federation's objectives is to launch a new Cup, the FIA DRIFTING INTERCONTINENTAL CUP.

The FIA is willing to launch this Cup in 2017.

The FIA is now calling for expressions of interest to identify a candidate interested in acting as the official and exclusive agent of the FIA for the organisation and promotion of the Cup under the Key Parameters defined in Appendix A, with a view to concluding a one-year contract (2017) with an option for the FIA to renew the contract for an additional two years (2018 and 2019).

The selection process is open to all candidates capable of conducting such a role for the organisation and the promotion of this Cup.

Summary calendar of the selection process:

- Date of publication of the call: 1st July 2016
- Deadline to register a formal expression of interest: 30 October 2016 before 5 p.m. CET
- Discussion phase between the candidates and the FIA until mid of November 2016
- Date of notification to the selected candidate: end of December 2016

The selection process will consist of three stages:

Stage 1:

Interested candidates are invited to register a formal expression of interest with the FIA Administration <u>before 5 p.m. CET on 30 October 2016</u> as set out below.

Interested parties may send their formal expression of interest to the FIA Legal Department (legal@fia.com), together with their full contact details, a complete dossier complying with the requirements stated hereafter and a letter introducing their candidacy.

The letter of candidacy shall cover the Key Parameters (attached as Appendix A hereto) and include information on:

> The technical ability and resources of the candidate (including the conditions associated with the financing of the Cup).

- The ability of the candidate to raise and maintain sufficient funding to conduct the organisation and promotion of the Cup.
- > The candidate's experience and human resources.
- The candidate's experience in the organisation and the promotion of events, including media production and distribution, sponsorship sales and servicing, stakeholder management, etc.
- > The level of contribution offered to the FIA in terms of exploitation of the promotion rights.
- > The vision of the candidate with regard to the organisation and promotion of the Cup and, more precisely, to its marketing positioning, its promotional and commercial strategy, and ultimately its business model.
- > The proposition of a three-year business plan for the Cup, including the assessment of the investment required from the various stakeholder groups and respective return on investment opportunities:
 - Manufacturers / competitors
 - Teams running the cars
 - Sponsors
 - Captive: the key players of Drifting business
 - Non-captive:
 - International companies
 - Technology partners
 - Brands with a particular focus on young audiences
 - o Investors
 - Public sector
 - Private sector
 - Venues (circuits, cities, events, countries)
 - Contribution in kind (support for the organisation of the Cup)
 - Contribution in cash as communication investment
 - o Media
 - Identification of international media partners for the Cup
 - Media management strategy
 - TV broadcasting plan + opportunities
 - New media activation
 - o Public
 - Ways to engage with the fans
 - Definition of the potential of ancillary revenues (ticketing, licensing, gaming...).
 - Any other details considered as relevant for the assessment of such proposal.
 - An undertaking that the candidate accepts the minimum terms of the promotion agreement listed in Appendix B.

Stage 2:

The FIA will contact the entities that have sent a formal expression of interest within the deadline stated in Stage 1, and a discussion phase will start with the candidates whose expression of interest meets the requirements stated in this document.

The discussion phase will last until mid of November 2016.

Stage 3:

According to the results of the various exchanges and discussions with the candidates, the FIA shall select the candidate which, in the FIA's sole opinion, best serves the interests of the Cup and the interests of motor sport in general.

The FIA will not be required to give reasons for the acceptance or refusal of any particular proposal.

The selected candidate shall be informed of its selection at the <u>end of December 2016</u> and will be required to sign a one year promotion agreement with the FIA, which will be subject to the Minimum Terms (attached hereto as Appendix B).

For the avoidance of doubt, the selection by the FIA of a candidate does not impose any obligations on the FIA, or entitle the selected candidate to any contract.

Miscellaneous

The FIA reserves the right, at its sole discretion, to interrupt or make changes to this selection process at any time.

Nothing in this selection process or any communication made by the FIA or its representatives or employees shall constitute a contract between the FIA and any prospective candidate. The FIA shall be under no obligation to accept any expression of interest submitted. Furthermore, if, at the sole discretion of the FIA, the FIA considers that no candidate meets the FIA's criteria for the appointment as promoter of the Cup, the FIA may, inter alia, elect not to appoint any of the candidates.

Appendix A

KEY PARAMETERS

THE OBJECTIVES

In line with its positioning, the main objectives of the FIA Drifting Intercontinental Cup could be defined as follows:

- Serve as a credible flagship for a new FIA discipline;
- Be credible as a sporting and technical equitable competition;
- Create a major event open for competitors from all the Drifting championships following the FIA Drifting technical and safety regulations.

The FIA Drifting Intercontinental Cup shall be a single Event.

All proposals should notably take into account the following:

THE SPORTING ASPECTS

The sporting FIA Drifting Intercontinental Cup regulations will be defined by the FIA around the following key elements:

- Main criteria of these regulations:
 - An FIA Drifting Intercontinental Cup winner's title for Driver will be awarded;
 - An FIA Drifting Intercontinental Cup winner's title for manufacturers will be considered;
 - 1 competition to consist of a number of races to be determined.
- Drifting Intercontinental Cup format:
 - Concept to be defined and exposed by the promoter.
- Quality of competitions and FIA Drifting Intercontinental Cup standards:
 - Time schedule on competition to give FIA Drifting Intercontinental Cup premium slots.
 - Consistency and balance of the calendar:
 - Negotiation of the circuit contracts
 - Payment of the calendar fees to the FIA.
 - Negotiation with the series support.
 - Type of tracks: Non-Permanent tracks to be privileged
 - Number of cars on the grid:

- Minimum commitment of 16
- Maximum 32
- Place:
 - Permanent or temporary track (preference to temporary track)

TECHNICAL ASPECTS

- The cars
 - In general terms, the cars competing in the FIA Drifting Intercontinental Cup should comply with the characteristics of D1 cars specified in FIA Drifting Guidelines. [to be attached or add a link to the document]
- The track
 - The promotor shall provide a layout of the course and to submit Public and Competition Safety Plan in accordance with FIA Construction and Safety Guidelines for Drifting Event.[to be attached or add a link to the document]

THE PROMOTER'S STAFF

- The promoter shall provide the following staff:
 - o Cup Manager (mandatory);
 - o Media Manager (TBC);
 - o Paddock Coordinator (mandatory);
 - o Competitor Coordinator (optional);
 - o Marketing Coordinator (optional);
 - o Hospitality Manager (optional).

THE MARKETING PLATFORM

The candidates shall make a specific proposal in respect to each of the following bullet points:

- Educational dimension:
 - It should offer the opportunity to promote key road safety messages.
- Production and provision of marketing tools:

- Pack Competition: flags, podiums, paddock signs, etc.
- Pack Paddock: postcards, posters, structure for autograph sessions, etc.
- Pack Teams: official Cup stickers (on cars, on trucks, on structures...), flags, drivers' presentation boards, etc.
- Pack promoter's staff: clothing, etc.
- On competition implementation of the FIA Brand Guidelines.
- Motorhome/office/Hospitality:
 - Exclusive FIA Drifting Intercontinental Cup Stickers.
 - Entertainment area for drivers and teams staff (games, music, sofas, open bar...).
 - Headquarters for promoter/FIA representatives.
 - Catering: for FIA staff, drivers, teams, etc.
- Interaction/Interactivity with the public
 - This should also be regarded as a key component of the project. Social media in particular have opened a new area in the way people, and especially young audiences, are interacting with one another. To allow the public to interact with the competitions, the promoter should include driver blogs, live statistics on car performances, live gaming, autograph sessions, co-driving experiences, etc.
- Management of a consistent advertising/visibility programme:
 - Integration of Cup and race presentation, in all competition communication supports (programme, websites, etc.);
 - Advertising campaigns.
- Prize Giving Ceremony:
 - Official ceremony shall be organized by the promoter.
 - Entertainment in paddock/motorhome to create the Cup's spirit.

Any other suggestions to enhance the entertainment/visibility dimension of the Cup/competitions will be studied with great attention.

PARTNERSHIPS

The candidates are invited to provide all relevant details on their potential financial and technical partners, including their identity, the duration of the agreements, the incomes envisaged, etc.

MEDIA / COMMUNICATION MANAGEMENT TASK FORCE

The candidate shall make a specific proposal in respect to each of the following bullet points:

- Press/New media Officer:
 - Specific Newsletter to be created and managed.
 - Press releases:
 - o on race weekends (from first collective practice until Sunday evening).
 - o before the race (one week before).
 - o after race weekend.
 - Social Network management: possibilities of the new media landscape (Twitter, Facebook, etc.) should be fully exploited and be seen as a pioneer in that field.
 - Information on the management of the Cup shall be provided (on a specific website or the official FIA website).
- PR:
- Identification and mobilisation of a pool of journalists to cover the major media.
- Management of the media presence on races in coordination with the FIA (direct) and production of relevant and consistent coverage on web, press and TV (TBD) with race reports and additional coverage (magazines...).

TV PRODUCTION AND BROADCASTING

The candidate shall make a specific proposal in respect of each of the following bullet points:

- Production of live and distribution coverage.
- Management of additional magazines footages.
- Broadcasting management:
 - Contracts with TVs: national and / or PAN deals.
 - Create appropriate products such as live TV / magazines / highlights / web.tv.
 - Contents and pricing system must be validated with the FIA.
- Distribution.

BUSINESS MODEL

• Exhaustive 3-year business model to be proposed, as a basis to support the financial sustainability of the Cup.

Appendix B

MINIMUM TERMS

The following points are the "core terms" of the promotion agreement to be concluded between the FIA and the selected candidate:

Term

The promoter will be appointed for a period of 1 year on an exclusive basis, with an option for the FIA to extend the contract duration for an additional two years.

Grant of rights

- ➤ The promoter will be granted a licence for and tasked with the commercialisation of certain rights relating to the Cup, including the media rights and the exploitation of intellectual property rights, including, without limitation, rights in trademark, domain names, accounts on third party websites, mobile phone applications and audio-visual material ("IPR").
- All IPR in connection with the Cup shall be registered in the name of, and shall be vested in, the FIA.
- The parties shall discuss in good faith all decisions in relation to the Cup trademarks (including without limitation, protection and extension of the preexisting protection (if any), filing and registration, oppositions and administrative procedures, litigation, evidence of use, etc.) which shall be at the promoter's expense.
- Betting activities shall be excluded from the granting of rights to the promoter.

Regulatory aspects, entries

- > The FIA will retain sole control over all regulatory aspects of the Cup. It will have sole control over the Calendar and all rules and regulations, which it may change without notice.
- The FIA will have sole control over who may enter the Cup.
- ➤ It shall be the right of the promoter to offer a sufficiently attractive package to ensure that Competitors wish to conclude agreements with the promoter of their own accord. Competitors will be allowed to enter the Cup regardless of whether they have concluded agreements with the promoter.
- The FIA shall appoint:
 - International Judges
 - A Race Director
 - An Assistant to the Race Director
 - A Technical Delegate

- An Assistant to the Technical Delegate
- A Media Delegate
- ➤ The promoter shall bear a regulatory fee of 3000 € for the race for each FIA Official which shall cover travel and transportation costs (i.e. hotel, air ticket, air freight)
- ➤ Technical and other equipment used by the FIA Officials/Delegates during a competition will be provided by the FIA at the promoter's costs.

Calendar

- Provided the Agreement would be extended by the FIA, the promoter shall have the right to propose a draft calendar for the following season to the FIA for FIA's approval.
- The FIA requires that organisers shall only have their events placed on the calendar if they have entered into a standard contract with the promoter.

Minimum commitments

➤ The promoter will be responsible for maintaining the traditional values, prestige and perenniality of the Cup according to the FIA standards and will use its best endeavours to enhance the value, image and level of coverage of the Cup on all media.

Broadcast

The promoter undertakes to ensure a fair broadcasting exposure to all competitors and competitions.

Passes

All passes will be produced by, and at the cost of, the promoter under the supervision of the FIA.

Timing

- ➤ All timing equipment for use in the competitions provided either by an organiser or by the Cup promoter according to the applicable rules of the FIA shall be subject to the prior approval of the FIA, which shall have final authority over its operation.
- The full cost of all timing equipment will be borne by the promoter.
- The FIA (or its nominees) will retain all rights needed to appoint an official timing partner for this purpose, although the timing data itself may be commercially exploited by the promoter. Alternatively, if an appropriate proposal is received, the FIA may appoint the promoter to provide, operate and develop this system, including the selection and appointment of an official timing partner. In this case, the promoter will be bound to provide a system approved by the FIA and to operate that system under the close supervision of the FIA.

Single Suppliers

The FIA shall have the exclusive right to appoint third parties to provide, from a single source, the equipment and consumables imposed by the regulations on the Competitors in the Cup, in order to meet certain minimum objective safety, cost reduction or fairness standards.

Financial terms

- ➤ The FIA shall be entitled to retain 100% of the calendar fees and the entry fees.
- > The promoter is invited to make a financial offer to the FIA in consideration of the grant of rights. Payment of any monies from the promoter to FIA shall be made in Swiss Francs.

Bank guarantee

The promoter shall provide a bank guarantee for the amount of two thousand five hundred Euros in the form of a first demand irrevocable and unconditional bank guarantee in favour of the FIA.

General

- ➤ Any assignment or change of control over the promoter will be subject to the FIA's consent.
- The contract shall be drafted in English and be subject to the laws of Switzerland.

The FIA will be prepared to negotiate minor details and wording changes. However, the core terms as described above are, in principle, not for negotiation. By submitting a proposal, each candidate acknowledges and accepts that the promotion agreement for which it is bidding will contain clauses reflecting these core terms in areas other than those covered by the core terms. Each bidder is required to submit with its proposal a list of any essential changes (i.e. changes which, if not made, would prevent it from entering into the promotion agreement) and any significant additional points it would wish to see added, provided always that such additional points do not compromise the core terms in any way. The fact that a term has not been identified as a "core" term and may be open for discussion does not imply any obligation on the part of the FIA to accept any change.