



FEDERATION INTERNATIONALE DE L'AUTOMOBILE

FIA REGIONAL RALLY CHAMPIONSHIPS

CALL FOR EXPRESSIONS OF INTEREST AND SELECTION PROCESS

The Fédération Internationale de l'Automobile (FIA) 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 233 national motoring and sporting organisations from 134 countries on five continents. Its member clubs represent millions of motorists and their families.

The FIA is the sole body governing international motor sport and is recognised by its members as the sole authority having the sporting power with the right to organise international FIA championships, including the FIA Regional Rally Championships ("Championships").

The "Championships" mean:

- The FIA Asia-Pacific Rally Championship
- The FIA African Rally Championship
- The FIA Middle East Rally Championship
- The FIA CODASUR Rally Championship

The FIA is now calling for expressions of interest to identify candidates interested in getting involved as a Promoter of one or several of the Championships from 2014 onwards with a view to concluding a multi-year contract.

The selection process will consist of three stages:

Stage 1:

Interested candidates are invited to register a formal expression of interest with the FIA Secretariat **before 5 pm CET on the 15th February 2013** as set out below.

Interested parties may send their formal request of interest to the FIA Secretariat (legal@fia.com), together with their full contact details (see Appendix A) and a letter introducing their candidacy.

The letter of candidacy shall include information on:

- The business resources of the candidate
- The ability of the candidate to raise and maintain sufficient funding to conduct and/or develop the promotion of the Championship
- The candidate's experience and human resources within the related region

- The candidate's experience in the promotion of events including media production and distribution, sponsorship sales and servicing, stakeholder management, etc.
- An outline of a multi-year business plan for the Championship, including the investment the candidate is ready to commit in order to develop the Championship together with projected return on investment;
- The level of contribution offered to the FIA in terms of the exploitation of the promotion rights;
- A description of how key promotion rights will be implemented (including considerations about the media offering) and the strategy to grow the audience of the Championship (Traditional vs New media);
- The term of the long form agreement;
- An undertaking that the candidate accepts the minimum terms of the MoU and subsequent long form agreement listed below;
- Any other details considered as relevant for the assessment of such proposal.

Stage 2:

The FIA will contact the entities that have sent a formal request of interest within the deadline stated in Stage 1 and a discussion phase will start with the candidates which will last **until the 1st March 2013**.

According to the results of the various exchanges and discussions with the candidates, the FIA shall select the candidate(s) which, in the FIA's sole opinion, best serve(s) the interests of the Championship 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(s) shall be informed of his/their selection no later than the 5th April 2013 and will be required to sign a memorandum of understanding (MOU) with the FIA in order to go ahead in the process.

Stage 3:

The selection by the FIA of (a) candidate(s) having signed the MOU referred to in Stage 2 shall initiate a two months period of discussion between the FIA and the selected candidate(s) with a view to concluding a multi-year long form agreement.

For the avoidance of doubt, the selection by the FIA of (a) candidate(s) does not impose any obligations on the FIA, or entitle the selected candidate(s) 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 with the FIA's criteria for the appointment as agent, promoter or investor of one of the Championships, the FIA may, inter alia, elect not to appoint any of the candidates.

MINIMUM TERMS

The following points are the 'core terms' of the MoU and subsequent long form agreement to be concluded between the FIA and the selected party for one championship:

Term

- the Promoter will be appointed for a period of 3 to 5 years on an exclusive basis.

Grant of rights

- the Promoter will be granted a licence of and tasked with commercialisation of certain rights owned by the FIA relating to the Championship, including the FIA's media rights and the exploitation of all intellectual property rights, including without limitation trademarks, domain names, rights in audiovisual material ("IPR");
- all IPR in connection with the Championship shall be registered in the name of, and shall vest in, FIA;
- Betting activities shall be excluded from the Grant of rights.

Regulatory aspects, entries

- the FIA will retain sole control over all regulatory aspects of the Championship. 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 Championship;
- 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 Championship regardless of whether they have concluded agreements with the Promoter.

Calendar

- the Promoter of the Championship will use its best endeavours to include a number of events per year [to be confirmed] on the calendar;
- the Promoter shall have the right to propose a draft calendar for the following season to the FIA for FIA's approval;
- the FIA will require that Organisers shall only have their Events placed on the Calendar if they have entered into this standard contract relating to the region specificities with the Promoter.

Organisers

- the Promoter will enter into a standard form agreement with Organisers, approved in advance by FIA, which sets out the main terms of the relationship between the Promoter and the Organisers and which is in accordance with a number of principles as set out in the draft contract;
- the Organisers will have reserved to them certain rights in relation to the organisation, regulation and domestic commercialisation of the Events taking place in their respective territories, including sponsorship rights, signage rights, hospitality rights, sponsor conflict

resolution rights and a minimum proportion of air time for their local sponsors, as described in the draft contract.

Minimum commitments

- the Promoter will use its best endeavours to reach a participation of different brands and competitors [to be confirmed] ;
- the Promoter will be responsible for maintaining the traditional values, prestige and perennality of the Championship and will use its best endeavours to enhance the value, image and level of coverage on all media of the Championship.

Broadcast

- the Promoter will, at its own cost if necessary, use its reasonable endeavours to ensure free-to-air television coverage of each Event in the territory in which that Event takes place;
- the Promoter will use its best endeavours to ensure a fair broadcasting exposure to all Competitors and Events.

Passes

- all passes will be produced by and at the cost of the Promoter under the supervision of FIA.

Timing

- all timing equipment for use in the Events - provided either by an Organiser or by the Championship Promoter according to the applicable rules of FIA - shall be subject to the prior approval of FIA, which shall have final authority over its operation;
- the full cost of which will be borne by the Promoter;
- FIA (or its nominees) will retain all rights needed to appoint an official timing partner for this purpose, though the timing data itself may be commercially exploited by the Promoter. In the alternative, if an appropriate proposal is received, 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 FIA and to operate that system under the close supervision of 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 regulations on the Competitors of the Championship in order to meet certain minimum objective safety, cost reduction or fairness standards in any of the sporting and technical categories of tyres, fuel, oil, car manufacturers, engine suppliers.

Financial terms

- 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 FIA in consideration of the grant of rights. Payment of any monies from the promoter to FIA shall occur in Swiss Francs.

General

- any assignment or change of control over the Promoter will be subject to FIA's consent; and
- the contract shall be drafted in English and subject to the laws of Switzerland.

The selected tenderer will be invited to enter into a long form agreement with the FIA that will be substantially in accordance with the MoU. The FIA will be prepared to negotiate minor details and wording changes. However, the core terms as described above are not for negotiation. By submitting a bid, each tenderer acknowledges and accepts that the long form agreement for which it is bidding will contain clauses reflecting in full these core terms without reservation, exception or qualification, save as may already be set out in the MoU. In areas other than those covered by the core terms, each bidder is required to submit with its bid a list of any essential changes (i.e. changes which, if not made, would prevent it from entering into the final contract) and any significant additional points it would wish to see added, provided always that such additional points do not compromise in any way the core terms. 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 that may be proposed to MoU.