



FÉDÉRATION INTERNATIONALE
DE MOTOCYCLISME

The Fédération Internationale de Motocyclisme (FIM)

FIM Supercross World Championship(s) (hereinafter “The Championship”)

CALL FOR EXPRESSIONS OF INTEREST (TENDERS)

The FIM, founded in 1904, is the worldwide governing body for motorcycle sport and the global advocate for motorcycling with the authority to award world championship titles and to adopt the rules (including but not limited to the sporting, technical, medical and anti-doping and disciplinary and arbitration rules) it deems necessary for the organisation of motorcycling sports events;

The FIM is an independent association formed by more than 100 National Federations throughout the world and is recognised as the sole competent authority in motorcycle sport by the International Olympic Committee (IOC);

The FIM is the sole authority empowered to control international motorcycling events organised under its aegis throughout the world including some 50 World Championships;

The FIM has extensive experience in sanctioning and regulating motorcycle sports events and owns, organises and/or stages international motorcycling disciplines;

The FIM is the sole owner of any and all rights whatsoever, including but not limited to intellectual property and commercial rights, pertaining to or arising from or in connection with its Marks, its Championships and its events;

The FIM has the right to license third parties to use or exploit such rights.

CALL FOR EXPRESSIONS OF INTEREST (TENDERS)

The FIM is now calling for expressions of interest (tenders) to identify candidates interested in becoming involved as a Promoter of the Championship with a view to concluding a multi-year contract (2022-2031 seasons).

The process will consist of two stages:

Stage 1:

Interested candidates are invited to register a formal expression of interest with the FIM Administration **by 15 October 2021** as set out below.



Interested parties should send their formal expression of interest to the FIM Administration (email: ludovic.agassiz@fim.ch) together with their full contact details and a letter introducing their candidacy.

The letter of candidacy shall ideally include information on:

- The candidate Name and Profile
- The candidate credentials for performing the assignments for which the candidate will be responsible, including relevant case studies and a list of the other sports or bodies which the candidate represents
- The candidate's experience and human resources
 - The candidate's experience in the discipline of Supercross and/or in any other off-road racing disciplines/series, particularly those organized indoors.
 - The candidate's experience in the promotion of events including media production and distribution, sponsorship sales and servicing, stakeholder management (if any)
 - Details of the candidate's key personnel who will be working on the above assignments including their experience and where they will be located
- The technical ability and 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
- A sporting project as on how the candidate intends to develop the Championship
 - Competition format, number of riders, calendar (e.g. minimum number of events per year, number of events outside Europe).
 - Technological evolution of Supercross motorcycles: Championship open to new energies other than fuel combustion.
 - The vision of the candidate with regard to the organisation and promotion of the Championship and, more precisely, to its marketing positioning, its promotional and commercial strategy, and ultimately its business model.
 - Social Media channels management and development.
 - International Specialized and Generalist Press Management.
 - Web site development and its strategic approach.
 - Supercross TV/pay-per-view.
 - Official FIM Supercross Merchandising and e-shop.
- A business plan in accordance with the sporting project of the candidate
 - 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
- A description of how key promotion rights will be implemented (including considerations about the media offering (Live vs non-Live) and the strategy to grow the audience of the Championship (Traditional vs New Media)
- A proposal for a five-year business plan for the Championship, including the consideration of the following items (e.g. assessment of the investment required from the various stakeholder groups and return on their respective investment opportunities):
 - Manufacturers / Teams /Riders
 - Sporting development of the Championship
 - Geographical expansion of the Championship



- Sponsors
 - Captive and non-captive (e.g. the key players)
 - Revenues (sources)
 - Investors
 - Venues (circuits, cities, events, countries)
 - Media (e.g. Identification of international media partners for the Championship, Media management strategy, TV broadcasting plan + opportunities, New media activation)
 - Audience (e.g. public, fans, ways to engage with the fans including social media accounts)
 - Hospitality and paddock management plan
- The level of contribution offered to the FIM in terms of the exploitation of the promotion rights
- The minimum financial fee (in euros) that can be provided by the candidate and which must be paid to the FIM at the signing of the contract
- Any other details considered as relevant for the assessment of such proposal.

Stage 2:

The FIM will contact the entities that have sent a formal expression of interest and a discussion phase will start with the candidates which the FIM considers as potentially being capable of promoting the Championship as from 2022 season.

According to the results of the various exchanges and discussions with the candidates, the FIM may select the candidate which, in the FIM's sole opinion and discretion, best serves the interests of the Championship and the interests of motorcycle sport in general.

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

The selected candidate will be required to sign a memorandum of understanding (MOU) and/or a multi-year Promoter Agreement with the FIM.

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

This Call for expressions of interest (tenders) is no more than an invitation to tender and constitutes neither a contract nor an offer. Nor shall it be construed as inviting acceptance by any candidate/bidder. This Call for expressions of interest (tenders) does not contain any representation or warranty upon which any candidate/bidder is entitled to rely at any point in time.

The FIM shall not be liable (in contract, tort, or otherwise) for any cost, loss or expense howsoever incurred by candidates/bidders or any other company, agent, subsidiary or organisation which may have contributed to any of the expression of interest/bids submitted in response to this Call for expressions of interest (tenders).



Miscellaneous

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

Nothing in this selection process or any communication made by the FIM or its representatives or employees shall constitute a contract between the FIM and any prospective candidate. The FIM shall be under no obligation to accept any expression of interest (tender) submitted. Furthermore, if, at the sole discretion of the FIM, the FIM considers that no candidate meets with the FIM's criteria and relevant factors for the appointment as Promoter of the Championship, the FIM may, inter alia, decide not to appoint any of the candidates.

MINIMUM TERMS

The 'core terms' of the MoU and/or subsequent Promoter Agreement to be concluded between the FIM and the selected party (if any) include but are not limited to the following points:

Term

- The Promoter will be appointed for a period of ten years on an exclusive basis (2022-2031 seasons). The contract may be renewed for a further period to be defined by mutual agreement and subject to KPIs to be defined in the contract.

Grant of rights

- The Promoter will be granted a licence for (and tasked with) worldwide commercial exploitation of certain rights owned by the FIM relating to the Championship, including the FIM'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 FIM;
- Certain commercial rights will be excluded from the Grant of rights (e.g. gambling and betting activities, electronic, video and/or interactive games) and some might only be exploited only with the prior written consent of the FIM (e.g. betting sponsorship rights).

Regulatory aspects

- The Promoter of the Championship shall comply with the FIM Codes and Regulations including but not limited to the Sporting Code, the Environmental Code, the Code of Ethics, the Medical Code, Anti-doping Code and the Sporting, Track standards and Technical Regulations of the Championship.
- The FIM will have and retain sole control over all regulatory aspects, rules and regulations of the Championship.

Insurance (See Article 110 of the FIM Sporting Code)

- The Promoter shall establish and maintain from a reputable insurer:
 - a general insurance for third party liability for each meeting to cover his own liability and that of all participants, the manufacturers,



riders, passengers, sponsors and officials in case of damage to third parties during a meeting or during the practices. The insurance policy shall also cover any possible liability of the FIM and the organiser to third parties;

- the general liability insurance shall be in an amount not less than ten million Euros (€10 million) for any one occurrence

Minimum commitments

- The Promoter will be responsible for maintaining the traditional values, prestige and sustainability of the Championship and will use its best endeavours to enhance the Championship's value, image and level of coverage on all media.
- 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 for all competitors and events

Timing

- The Promoter shall ensure that an accurate, reliable and otherwise suitable timing and results system and operator are used at each Event and that such system and its operator comply with the FIM Regulations and permit the transfer of timing and results data live and in real-time to the FIM (and the Promoter shall cause such data in relation to each Event to be transferred to the FIM live and in real-time).
- All timing equipment for use in the events shall be provided by the Promoter subject to the prior approval of FIM, which shall have final authority over its operation;
- The full cost of the timing, its logistics and manpower will be borne by the Promoter;

Logistics

- The Promoter will manage, at its cost and expense, all logistical aspects of Events (including those that are held outside of Europe) including the transportation of teams' and riders' motorcycles and other equipment, timing equipment and promotional materials.
- The Promoter will also organise and help the riders and /or the teams with the airfreight or cargo-freight, logistical support, overseas flights during the Championship.

Financial terms

- The Promoter is invited to make a financial offer to FIM in consideration of the grant of rights.
- The proposal should include a title sponsorship revenue split with the FIM and a contribution to the FIM Awards ceremony.
- Payment of any monies from the Promoter to FIM shall take place in euros.



General

- Any assignment or change of control over the Promoter will be subject to FIM's consent; and
- The contract shall be drafted in English and subject to the Swiss law and subject to an arbitral clause.