



CONFÉDÉRATION AFRICAINE DE FOOTBALL

INVITATION TO TENDER ("ITT")

In respect of Commercial Rights

for

CAF Africa Cup of Nations 2028 ("AFCON 2028"), CAF Africa Cup of Nations 2032 ("AFCON 2032") and CAF Africa Cup of Nations 2036 ("AFCON 2036")

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1 INTRODUCTION

With this invitation to tender ("ITT"), the Confédération Africaine de Football ("CAF") is hereby launching the tender process for the appointment of one or more commercial rights partners (each, a "**Commercial Rights Partner**" or "**CRP**") in respect of certain commercial rights (the "**Commercial Rights**") relating to the CAF Africa Cup of Nations 2028 ("**AFCON 2028**"), the CAF Africa Cup of Nations 2032 ("**AFCON 2032**") and the CAF Africa Cup of Nations 2036 ("**AFCON 2036**"). Each of AFCON 2028, AFCON 2032 and AFCON 2036 is referred to in this ITT as an "**Edition**", and references to the "**Editions**" shall be construed accordingly. Each Edition comprises: (i) the final tournament (the "**Finals**"); and (ii) the qualification competition (the "**Qualifiers**").

This ITT, including Annexes 1-7, contains all information necessary for prospective bidders to understand the scope of the Commercial Rights and the proposals that CAF invites.

CAF is seeking to appoint a suitably qualified entity or entities as its Commercial Rights Partner or Partners in relation to each of the AFCON 2028, AFCON 2032 and AFCON 2036 Editions.

The Commercial Rights Partner will work in partnership with CAF to exploit the Commercial Rights, in accordance with the terms of this ITT and any commercial rights partnership agreement entered into pursuant to a successful bid.

This ITT is publicly available and open to all interested parties. The scope of this ITT is different from the invitation to tender process launched in March 2025, for the provision of commercial rights services for CAF National Teams Competitions for the period 2026-2029 (the "**Previous ITT**").

Any prior correspondence between CAF and any bidder in relation to the Previous ITT was without prejudice and is superseded in all respects by this ITT. The terms of this ITT, and all communications relating to it, are strictly confidential (see Section 7.11).

This ITT aims to maximise financial returns from new and existing revenue streams, maximise audiences and distribution, and enhance the overall commercial value of the AFCON, which is CAF's flagship competition; with the objective of contributing to the development and growth of football in each of CAF's 54 Member Associations and of CAF's competitions.

Through this process, CAF seeks to partner with a respectable, credible and forward-thinking entity (or entities) that shares CAF's vision for the AFCON Editions. The selected partner(s) will play a pivotal role in shaping the commercial landscape of African football for the AFCON 2028, 2032 and 2036 Editions.

Interested parties are invited to submit proposals detailing their qualifications, their vision for the partnership, and their strategies for elevating these AFCON Editions to new commercial heights.

Bidders may, in addition to responding to the requirements expressly set out in this ITT, include proposals which they consider to be essential to the development, sustainability and growth of football in each of CAF's 54 Member Associations, and which are for the benefit of CAF, African football and its stakeholders.

CAF is committed to ensuring that the ITT process and any appointment(s) made pursuant to it are conducted in full compliance with:

- (i) the rules, regulations and statutes of CAF and the AFCON Editions ("**CAF Regulations**");
- (ii) any applicable rules, regulations and statutes of FIFA ("**FIFA Regulations**"); and
- (iii) CAF's undertakings to the COMESA Competition and Consumer Commission ("**CCCC**").

2 OVERVIEW

2.1 AFCON 2028, AFCON 2032 and AFCON 2036

Please see the Events Schedule at Annexe 1 for a complete list of the AFCON Editions in scope under this ITT.

The information set out in Annexe 1 regarding the scheduled number of matches and number of national teams is provided on an indicative basis and may be subject to change. The exact match schedule and format for each Edition will be released by CAF in line with the International Match Calendar and good football practice.

2.2 Bids

Bidders should note that their bid in relation to the Commercial Rights in response to this ITT:

- A. must cover at least one complete AFCON Edition, comprising both the Finals and the Qualifiers for that Edition (though not necessarily for all Commercial Rights items or all territories in respect of each Edition).
 - i. A bidder may submit a single bid covering one AFCON Edition only, or a single bid covering two or three AFCON Editions.
 - ii. Each bid must specify the proposed duration of the commercial rights partnership (the "**Proposed Partnership Duration**"), which will correspond to the Edition or Editions for which the bidder is submitting its proposal.
 - iii. Where the Proposed Partnership Duration exceeds four (4) years, any appointment made pursuant to that bid will be conditional upon receipt of approval from the CCCC;
- B. may be for the Territory as a whole or, at the bidder's discretion, for any one or more countries of the Territory;
- C. may be submitted on the basis of an exclusive appointment or grant in a given country or countries of the Territory;
- D. must, where a bidder submits a bid covering more than one Edition of AFCON, clearly specify:
 - i. the status of the bid in the event that CCCC approval is not granted for a duration exceeding four (4) years;
 - ii. the financial package and other material terms that would apply to each Edition on a standalone basis, i.e. as if the bidder had submitted a bid covering that Edition only. If the standalone terms for any Edition would differ from the terms set out in the overall multiple

Editions bid, the bidder must specify the precise adjustments that would apply to each Edition individually. This information will enable CAF to consider appointments on a per-Edition basis without the need to request supplementary bids; and

- iii. the commercial and consumer welfare justification for the Proposed Partnership Duration, including:
 - a) the commercial rationale for requiring a duration exceeding four (4) years, with specific reference to any upfront investment, market development costs, or other factors that make a longer duration commercially necessary or essential for the delivery of the bid;
 - b) the identifiable benefits to consumers and end users that would result from the proposed longer-term arrangement, including (by way of example and without limitation) any planned investment in production quality, distribution infrastructure, new platforms or channels, or measures to widen access to AFCON content in underserved markets; and
 - c) any pro-competitive effects of the proposed arrangement, including development of previously underserved commercial markets, creation of new revenue streams for CAF and its Member Associations, or other benefits to African football and its stakeholders; and
- E. must be submitted by making use of the bidding form attached at Annexe 2 and providing all information requested therein and in this ITT, to the extent applicable to the nature of the proposal.

2.3 Commercial Rights and Partnership Model

The Commercial Rights which are in scope for the purposes of this ITT comprise the categories of rights set out in Annexe 3 (Commercial Rights Categories) in relation to the AFCON Editions set out in Annexe 1 (Events Schedule). For the avoidance of doubt, the Commercial Rights expressly exclude the rights described in Section 3.2 and Annexe 4 (Excluded Rights).

Bidders are invited to submit proposals to CAF in relation to some or all of the Commercial Rights.

Each bidder expressly acknowledges that the scope of the Commercial Rights is: (a) subject to availability of the given item and rights at the time of the execution of a formal binding agreement with the winning bidder; and (b) subject to regulatory approvals.

Any exploitation of the Commercial Rights shall also be subject always to: (i) the CAF Regulations; (ii) the FIFA Regulations; and (iii) CAF's policies and procedures (including its brand and sponsorship guidelines) ("**CAF Policies**").

CAF welcomes and is open to receiving commercial proposals from bidders proposing different business models, which are essential for the development, sustainability and growth of football on the African Continent and are for the benefit of CAF, African football and its stakeholders including sponsors, partners and interested parties.

CAF will assess each proposal on its merits, having regard to (i) the principles set out in this document; (ii) the Evaluation Framework set out in Annexe 7; and (iii) the best interests of African football and the AFCON 2028, 2032 and 2036 Editions.

The exploitation and sublicensing of the Commercial Rights – in particular Media Rights – will be subject to applicable competition law obligations, including those arising from CAF's undertakings to the CCCC.

2.4 Territory

The Commercial Rights are available worldwide.

2.5 Languages

All languages are available, including English, French, Swahili, Wolof, Lingala, Yoruba, isiZulu and Portuguese.

2.6 Retention of CAF Control

CAF is committed to working collaboratively and in partnership with its appointed CRP.

In compliance with the CAF Regulations and in light of CAF's regulatory obligations, bidders should note that, regardless of the model proposed, CAF does not envisage entering into any arrangement that has the effect of removing CAF's rights of overall oversight and prior approval in respect of the exploitation of the Commercial Rights.

In particular, and without limitation:

- A. the CRP will have the delegated authority necessary to carry out its day-to-day commercial activities effectively, within parameters agreed with CAF in advance. CAF's prior written approval shall be required for 'strategic decisions', which include, by way of non-exhaustive example: the execution of any Commercial Rights agreement or sublicense with a final buyer, sponsor, broadcaster or other commercial counterpart; any decision relating to the scope of Territory or languages in which Commercial Rights are exploited; and the approval of any commercial counterparty, in each

case in accordance with CAF's obligations under the CAF Regulations, the FIFA Regulations, and CAF's applicable regulatory obligations;

- B. the appointed CRP shall not have the authority to legally bind CAF or to enter into any agreement with a Licensee without CAF's prior written approval, save within such parameters as may be expressly agreed in advance in the commercial rights partnership agreement; and
- C. any commercial rights partnership agreement entered into pursuant to this ITT will include appropriate governance, oversight and accountability mechanisms in favour of CAF, including audit rights, step-in rights, and termination rights, exercisable in circumstances to be agreed.

3 EXCLUSIVITY, EXCLUDED RIGHTS AND CARVE-OUTS

3.1 Exclusivity

CAF is open to receiving proposals which include the bidder being granted exclusivity in relation to some or all of the Commercial Rights and/or some or all of the commercial rights services in respect thereof, subject always to relevant competition law considerations.

If a bidder is appointed as the exclusive Commercial Rights Partner in respect of a given item of the Commercial Rights, this means that, subject to the terms of the commercial rights partnership agreement (including any applicable carve-outs and applicable laws), CAF will not appoint any third party, or grant to any third party any rights, in respect of that item of the Commercial Rights in the relevant jurisdiction(s) which would conflict with that exclusivity.

3.2 Excluded Rights

The Commercial Rights expressly exclude the following:

- (i) Current exclusions: the “Current rights exclusions and carve-outs” identified and described in Annexe 4.
- (ii) Additional exclusions: CAF reserves the right, at any time prior to the execution of a final, binding commercial rights partnership agreement, to specify additional exclusions or carve-outs from the Commercial Rights, including in respect of rights that are subject to pre-existing agreements or other commitments entered into by CAF, such as those reserved for the appointed host(s) of the respective AFCON Editions.
- (iii) Reserved rights: any and all rights and licences not expressly included in the Commercial Rights.

The excluded and reserved rights described above are expressly reserved to CAF for its own unrestricted use, exploitation and benefit (including with support from other commercial rights partners). The appointed Commercial Rights Partner shall not in any way whatsoever exercise, nor permit the exercise of, nor assert nor represent that it has any right, title or interest in, or to, any such rights.

4 CONTRACTING FRAMEWORK

CAF recognises that different bidders may propose partnership or service delivery models that reflect their particular structure, capabilities and relationships.

The contracting framework described in this Section 4 reflects key principles of CAF's expectation for a commercially effective and appropriately governed partnership model. Bidders may submit proposals that describe an alternative model, provided always that any such model is consistent with the principles set out in Section 2.6, is clearly explained and demonstrates how it would achieve outcomes for CAF that are commercially credible, operationally workable and consistent with CAF's objectives, governance requirements and strategic interests.

CAF reserves the right to adapt the contracting framework set out below to reflect the structure and capabilities of the appointed Commercial Rights Partner.

Subject to the foregoing, CAF envisages appointing a Commercial Rights Partner which largely follows the contracting framework set out below.

The following principles apply to all bids, regardless of the business model proposed:

- CAF must approve an overall sales strategy, to be drafted by CAF and the CRP, in respect of each Commercial Rights item per country (or group of countries) of the Territory.
- The appointed CRP shall notify CAF and obtain prior CAF approval of proposed deals, having assessed the suitability of, and undertaken appropriate due diligence (including financial and compliance due diligence) in relation to, prospective broadcasters, sponsors and other licensees of the Commercial Rights (each a "**Licensee**").
- Any agreement to be executed with prospective Licensee(s) for the Commercial Rights items shall be subject to CAF's approval.
- The CRP shall operate freely within a commercial parameters framework agreed with CAF and set out in the commercial rights partnership agreement, which shall include approved licensee categories and minimum commercial terms for each category of Commercial Right. Within those agreed parameters, the CRP shall have the authority to support CAF in negotiations and progress commercial arrangements. CAF's prior written approval shall be required for: (i) the execution of any final sub-licence or commercialisation agreement; (ii) any material departure from the agreed parameters framework; (iii) the approval of any licensee; and (iv) any other agreement relating to the Commercial Rights that would create binding obligations on CAF itself, rather than (solely) on the CRP in the exercise of its delegated authority.

- The appointed CRP shall regularly consult with CAF in respect of the exploitation of the Commercial Rights throughout the duration of the commercial rights partnership, and shall provide CAF with periodic reports in this respect.
- CAF shall be entitled to audit the CRP to verify its compliance with the terms of the commercial rights partnership agreement entered into with CAF. CAF shall be entitled to request reasonable information from the CRP at any time to satisfy itself that the CRP is actively working to maximise the value of the Commercial Rights throughout the duration of the commercial rights partnership.
- All data, market insights, and information relating to the Commercial Rights generated or obtained by the CRP in connection with the commercial rights partnership agreement shall be owned by CAF, and shall be returned to (or held to the order of) CAF upon the expiration or termination of the binding commercial rights partnership agreement.

Where the CRP's bid includes the provision of commercial rights services to CAF, the following additional principles shall also apply:

- The appointed CRP shall be required to comply with agreed service levels and KPIs (which may include delivery milestones and timetables) in respect of each category of Commercial Right. The CRP shall report to CAF against those service levels and KPIs on a periodic basis, in a form and at intervals to be agreed in the commercial rights partnership agreement.
- All work product generated by the CRP in connection with the provision of commercial rights services shall be owned by CAF, and shall be returned to (or held to the order of) CAF upon the expiration or termination of the binding commercial rights partnership agreement.

5 FINANCIAL PACKAGE

5.1 Elements of the Financial Package Payable to CAF

CAF expects each bid to include a clear and robust financial package in favour of CAF. In particular, CAF expects guaranteed financial payments to be made to CAF on a regular basis throughout the Proposed Partnership Duration. Such guaranteed financial payments shall take the form of one or more of the following:

- (i) a minimum financial amount that the Commercial Rights Partner guarantees CAF will receive in connection with the provision of specified services and/or the exploitation of some or all of the Commercial Rights ("**Minimum Guarantee**"); and/or
- (ii) a fixed rights fee for the right to exploit some or all of the Commercial Rights ("**Rights Fee**"); and/or
- (iii) such other guaranteed payment structure or combination of guaranteed payment mechanisms as may be proposed by the bidder and accepted by CAF pursuant to the business model proposed,

each to be paid in instalments at regular intervals throughout the Proposed Partnership Duration.

The guaranteed financial package offered to CAF, including the Minimum Guarantee or Rights Fee shall be payable to CAF irrespective of the level of revenues generated in respect of the Commercial Rights, any costs incurred, or other commercial or operational factors.

A portion of the Minimum Guarantee or Rights Fee shall be proposed as a cash advance payment (the "**Cash Advance**"). The Cash Advance payment shall be unconditional and non-refundable.

The Minimum Guarantee or Rights Fee, including the Cash Advance, shall be payable to CAF without any deduction and shall represent a non-adjustable financial commitment.

Bidders are also expected to specify any proposed commission structure, revenue share, participation mechanism or other variable remuneration structure applicable to the proposed business model (together, a "**Variable Compensation Structure**"). Where any such structure is expressed as a percentage of revenues, CAF expects the bidder to explain clearly the revenue base, deductions, collection assumptions and rationale for the proposed calculation methodology.

5.2 Currency

All elements of the financial package must be denominated in United States dollars (USD) or Euros (EUR).

5.3 Taxes

All amounts payable to CAF (including by way of Rights Fee or Minimum Guarantee (and including any Cash Advance)) shall be paid by the appointed Commercial Rights Partner(s) net of any and all taxes, deductions and withholdings (including territorial withholding tax).

5.4 Payment Schedule and Financial Guarantee

Bidders should be aware that reliable and consistent financial payments to CAF are of significant importance and, as further described in the Evaluation Framework at Annexe 7, are taken into consideration when assessing a bid. Accordingly, bidders should provide:

- (i) a proposed “front-loaded” payment schedule for any Rights Fee or Minimum Guarantee, including the Cash Advance. CAF’s strong preference is a quarterly payment schedule in March, June, September and December of each year; and
- (ii) a full, unconditional and irrevocable bank guarantee (in substantially the same form as set out in Annexe 5 hereof, subject to such modifications as may be necessary to reflect the commercial terms of the commercial rights arrangement as agreed between the parties) from a bank which is reasonably acceptable to CAF, which CAF considers to represent the strongest form of financial guarantee. Such bank guarantee shall need to be delivered to CAF within ten (10) working days of countersignature by CAF of the final commercial rights partnership agreement, and shall be required to cover the full amount arising under the commercial rights partnership agreement, excluding the first instalment.

CAF recognises that some bidders may propose forms of financial guarantee that differ from the bank guarantee described above, which may not be available to them by reason of their organisational structure or status. CAF will consider all proposed forms of financial guarantee on a case-by-case basis, having regard to the overall adequacy of the financial guarantee offered and the creditworthiness of the issuing entity.

Bidders proposing alternative forms of financial guarantee – including, without limitation, parent company guarantees (from an investment-grade parent), government-backed guarantees, or other instruments – are encouraged to provide full details of the proposed financial guarantee, including its issuer, terms and enforceability, so that CAF can carry out a proper assessment of its adequacy. The provision of an adequate and enforceable alternative financial guarantee instrument will not, of itself, disadvantage a bid relative to one accompanied by a bank guarantee, provided that CAF is satisfied as to the overall quality and reliability of the financial guarantee offered.

5.5 Rate Card

If the appointed Commercial Rights Partner will not provide the full extent of services required in relation to a given Commercial Rights item, then any remaining services delivered by CAF (or its appointed third-party commercial partners) to the Commercial Rights Partner or the Licensee(s) shall be subject to applicable rate card costs and the terms of the appointed third-party commercial partner (such as, e.g. a host broadcaster or sponsorship account management provider).

6 TENDER PROCESS

6.1 CAF's Bid Assessment Objectives

CAF's objectives in assessing bids, and the framework and criteria by which bids will be evaluated, are set out in the Evaluation Framework at Annexe 7 to this ITT. The Evaluation Framework, including the gating requirements and the evaluation criteria and indicative weightings set out therein, is incorporated by reference into and forms an integral part of this ITT. By submitting a bid, each bidder acknowledges and accepts the Evaluation Framework.

6.2 Preparation of the Bid / Questions and Answers

Each bid must be submitted in accordance with the terms, conditions and procedures set out in this ITT. Without prejudice to the foregoing, CAF reserves the right to consider and/or request alternative proposals from bidders. CAF is under no obligation to consider or accept bids or improved offers submitted outside of the bid submission deadline(s) stipulated by CAF.

CAF may request clarification and/or further information from any or all of the bidders at any time during the tender process by any means it considers appropriate.

Requests from bidders for clarification and/or further information relating to this ITT must be received by CAF by way of electronic mail (e-mail) via mediasales@cafonline.com and legalaffairs@cafonline.com. Such requests should be submitted in the English language. CAF will also accept requests submitted in the French language, provided that they are accompanied by a certified English translation. In the event of any inconsistency between the French-language request and the certified English translation, the certified English translation shall prevail.

CAF will, where possible, provide any clarification reasonably requested in relation to the contents of the ITT. CAF's response, if any, will be provided in such form as it considers appropriate. Only written responses issued by CAF shall be binding for the purposes of this ITT. For reasons of equality of access to information, CAF reserves the right to make any such response to any query from any bidder available to all recipients of this ITT but without revealing the identity of the enquirer.

Requests from bidders for clarification and/or further information relating to this ITT should be received by CAF in a timely manner taking into account the Bid Submission Deadline and allowing at least three (3) working days for CAF to reply. The deadline for submitting requests for clarification is two (2) weeks after the date of publication of this ITT.

6.3 Joint Bidding

Subject to the remainder of this Section and full compliance with applicable competition and/or anti-trust laws, CAF reserves the right to allow a joint bid for its evaluation. CAF will consider all such bids in accordance with the criteria set out in this ITT.

If successful, the parties to the joint bid may be required, at the sole discretion of CAF, to: (i) contract on the basis of a single commercial rights partnership agreement under which the parties shall be jointly and severally liable for their obligations and liabilities; (ii) contract separately; or (iii) structure a head licence with sub-licence obligations.

Joint bids will, however, only be considered if, in CAF's sole and absolute discretion, each joint bidder is able to demonstrate that its joint bid objectively helps CAF to achieve each of its objectives as set out within this ITT. CAF reserves the right to request any joint bidder to provide further information to demonstrate the objective necessity of their joint bid and the efficiency gains deriving therefrom.

In the case of a joint bid, each consortium member must submit a separate and duly completed Due Diligence, KYC and Relevant Interests Declaration in the form set out in Annexe 6 to this ITT.

6.4 Information and Supporting Documents

Each interested bidder should submit their bid in the English language, making use of the Bidding Form attached at Annexe 2. CAF will also accept bids submitted in the French language, provided that each document comprising the bid is accompanied by a certified English translation. In the event of any inconsistency between any French-language document and its certified English translation, the certified English translation shall prevail.

Without prejudice and in addition to the foregoing, each bid must contain detailed information and supporting documents relating to:

- the bidder(s), including, but not limited to, its ownership structure, shareholdings, financial standing, financing arrangements, as specified in Annexe 6;
- the bidder's commercial experience and capabilities, to the extent relevant to their bid;
- the bidder's standing, reputation and credibility within the relevant sectors of the sports, commercial rights and events industry;
- confirmation of the Commercial Rights items and Territory included in the bid;

- the proposed Rights Fee or Minimum Guarantee, including the Cash Advance, and Variable Compensation Structure (where applicable to the proposed business model);
- the proposed payment schedule for the Rights Fee or Minimum Guarantee and the Cash Advance, including confirmation that the Cash Advance offered is unconditional and non-refundable;
- the proposed financial guarantee pursuant to Section 5.4 of this ITT;
- documentation which appropriately evidences that the signatory or signatories to the bid (and any subsequent commercial rights partnership agreement) have the legal authority to bind the bidder in such matters;
- all laws, regulations, orders and guidelines that are in force in the Territory at the time of the submission of the bid which the bidder believes will, or may, in any way qualify any of the rights, restrictions or requirements set out in this ITT. In this regard, each interested bidder must provide details as to the extent to which, if at all, local applicable laws limit or restrict the freedom of CAF or its Commercial Rights Partner to grant any or all of the Commercial Rights on an exclusive basis (including but not limited to any "listed/protected events" regulations or laws, and competition law implications); and
- a duly completed and executed Due Diligence, KYC and Relevant Interests Declaration in the form set out in Annexe 6 to this ITT, together with all supporting schedules and documentation required thereunder. The submission of a complete Annexe 6 Declaration is a mandatory condition of bid admissibility.

6.5 Presentation and Delivery of Bid

Each bid must be signed by, and on behalf of, the bidder by authorised signatories.

Bids must be submitted to CAF electronically by electronic mail to the following email addresses: mediasales@cafonline.com and legalaffairs@cafonline.com.

Each bid must be titled, "*Invitation to Tender – CAF Commercial Rights – AFCON 2028, AFCON 2032 and AFCON 2036*".

6.6 Bid Submission Deadline

Unless otherwise notified by CAF in writing, bids must be received by CAF by email no later than **17h00 Cairo Time on 24 August 2026** (the "**Bid Submission**

Deadline”) at the following email addresses: mediasales@cafonline.com and legalaffairs@cafonline.com.

CAF will not take any responsibility or liability in the event that a bid cannot be considered due to incorrect or late submission or technical failures related to email or other potential technical failures of the bid documents.

6.7 Binding Nature of Bids

All bids submitted to CAF shall be irrevocable and binding upon the relevant bidder until expressly released by CAF in writing.

6.8 Alteration and/or Revision of Bids

Each bid that is submitted to CAF may not thereafter be altered and/or revised unless otherwise permitted in writing by CAF and on such terms and conditions as CAF may, at its sole discretion, stipulate. Any permitted alterations and/or revisions to a bid (or any part thereof) shall not in any way replace or supersede such bid (or the relevant part thereof) unless otherwise accepted by CAF in writing.

6.9 Evaluation of Bids

After the Bid Submission Deadline, CAF will consider each valid bid submitted in accordance with the terms and conditions of this ITT.

The evaluation of all valid bids will be conducted by the CAF Advisory Committee. The CAF Advisory Committee will evaluate all valid bids in accordance with the Evaluation Framework set out in Annexe 7 to this ITT, which sets out the gating requirements that each bid must satisfy, the evaluation criteria and their indicative weightings, and the conduct of the evaluation and its outcome. In the event of any inconsistency between any provision of this Section 6.9 and the Evaluation Framework at Annexe 7, the Evaluation Framework shall prevail. Following the completion of its evaluation, a written Bid Assessment Report will be prepared. The Bid Assessment Report will be objective and evidence-based.

CAF reserves absolute discretion in the conduct of this ITT process and in the evaluation and selection of bids, with such discretion to be exercised: (i) in accordance with the terms of this ITT; (ii) having regard to the Evaluation Framework set out in Annexe 7; and (iii) in the best interests of African football and the AFCON 2028, 2032 and 2036 competitions. Without limitation, CAF may, at any time and at its sole discretion:

- accept or reject any bids, including bids which vary from the requirements of this ITT where CAF considers such variation to be in the interest of, and to contribute to, the development and growth of African football;

- determine that no submitted bid is acceptable and invite further round(s) of bidding, in which case a revised timetable, including revised bid submission deadline(s), shall be communicated by CAF;
- select bid(s) other than the highest financial bid, and instead select the bid(s) which most successfully fulfil(s) CAF's objectives and requirements;
- appoint one or more bidders as Commercial Rights Partner(s) in respect of the exploitation of the Commercial Rights, and separately procure the provision of commercial rights services (including marketing, sales and agency services) in relation to those rights, whether from the appointed Commercial Rights Partner or from a third party, if CAF considers it in its best interests to do so;
- amend the terms of this ITT or issue a supplementary or replacement ITT;
- modify, clarify, re-package, add, consolidate and/or withdraw some or all of the rights and/or obligations set out in this ITT;
- select a shortlist of bidders and/or invite one or more additional rounds of bidding;
- request from bidders clarification or amendment of certain points or issues;
- enter into negotiations with one or more of the bidders on such basis as CAF may determine;
- postpone the continuation of the ITT process, in whole or in part; and/or
- decide not to award, in whole or in part, the rights to which this ITT relates and/or terminate the bidding process.

CAF shall be entirely free to determine the number of rounds of bidding and the identity and number of bidders in any subsequent round(s). CAF will not be obliged to provide reasons for any decision taken in connection with this ITT process.

Following the completion of the CAF Advisory Committee's evaluation and the preparation of the Bid Assessment Report, shortlisted bidders may be invited to deliver in-person presentations to the CAF Executive Committee ("**CAF EXCO**").

The CAF EXCO will consider the Bid Assessment Report and the presentations, and will identify the preferred bidder or bidders to be appointed as CAF's Commercial Rights Partner or Partners for each AFCON Edition respectively. For the avoidance of doubt, the Bid Assessment Report is not binding on the CAF EXCO.

6.10 Relationship with Host Selection Process

CAF is conducting, in parallel with this ITT in respect of the Commercial Rights, a separate process for the selection of the host country or countries for the AFCON 2028, AFCON 2032 and AFCON 2036 Finals (the "**Host Country Process**"). The Commercial Rights ITT and the Host Country Process are independent processes.

They are conducted under separate procedures and evaluated independently and against separate criteria.

Bidders in this Commercial Rights ITT may also be participating, or intending to participate, in the Host Country Process. Any bidder in this Commercial Rights ITT, or any of its Connected Persons (as defined in Annexe 6), who is (directly, indirectly, or through any affiliated entity) a participant, adviser, financier, contractor or otherwise involved or interested in the separate Host Country Process, will disclose such involvement in its bid submitted to CAF, or as soon as such involvement becomes known to the bidder, if later. A failure to make timely and complete disclosure of such involvement will give CAF the right to take such action as it considers appropriate.

Such disclosure shall be made: (i) in Section 6 (Dual Participation Disclosure) of the Bidding Form at Annexe 2; and (ii) in Schedule 3 (Process Integrity and Independence Disclosures) of the Due Diligence, KYC and Relevant Interests Declaration at Annexe 6.

The following principles apply to all Commercial Rights Partner bids:

- CAF will assess each CRP bid on its merits, having regard to the Evaluation Framework set out in Annexe 7, and independently of the Host Country Process and its outcome;
- Any statement or indication in a CRP bid purporting to make that bid conditional upon a particular outcome of the Host Country Process, or any other process, shall not be binding upon CAF and shall be disregarded for the purposes of the evaluation;
- No statement linking a CRP bid to the Host Country Process, and no outcome of the Host Country Process, shall create any legitimate expectation on the part of any bidder that it will or will not be awarded any commercial rights mandate under this ITT; and
- The fact that a bidder is or is not participating in the Host Country Process shall not confer any advantage or disadvantage in the evaluation of its CRP bid under this ITT.

6.11 Appointment Subject to Contract

No commercial rights partnership agreement shall be binding on CAF until such agreement has, at its absolute discretion, been accepted and fully executed by CAF.

CAF reserves the right at any time, without any obligation to state reasons, to withdraw from negotiations and/or not to counter-sign any commercial rights partnership agreement(s) submitted by the bidders.

6.12 Announcements

CAF shall have the sole right to make any official announcements in relation to this ITT, the negotiation of any commercial rights partnership agreement and the appointment of the successful bidder(s).

Bidders should note that CAF intends to publish the outcome of this ITT on its website (subject to appropriate redactions of confidential information).

For the further avoidance of doubt, no party responding to this ITT (including the successful bidder(s)) shall make any public announcement in relation to this ITT, the negotiation of any commercial rights partnership agreement and/or the appointment of the successful bidder(s) without the prior written consent of CAF. A breach of this condition will entitle CAF to resort to any available legal recourse in addition to the right to discard the bidder's bid.

6.13 Costs

Each bidder is solely responsible for all costs, expenses and liabilities incurred by it in the preparation and submission of its bid(s), any responses to requests for further information by CAF and/or its associates, and any negotiation with CAF and/or its associates following receipt by CAF of its bid(s).

7 LEGAL PROVISIONS

7.1 Definitions and Interpretation

In this ITT:

- capitalised expressions have the meanings ascribed to them in this ITT unless the context otherwise requires;
- any reference to a “person” or to an “entity” or to a “third party” or to an “organisation” includes any individual, company, body corporate, corporation (sole or aggregate), government, state or agency of a state, firm, partnership, joint venture, association, organisation or trust (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists) and a reference to any of them shall include a reference to the others;
- any reference to a “Section” is a reference to a section of this ITT; and
- any phrase introduced by the terms “including”, “include”, “in particular”, “for example”, “e.g.”, “such as” or any similar expression shall not limit the sense of the words preceding or superseding those terms.

7.2 Acceptance of Terms and Conditions

Each bidder irrevocably and unconditionally accepts and agrees that, by submitting a bid, it agrees to be bound by the provisions and procedures, and terms and conditions (including the outcome), of this ITT. Nothing in this clause shall preclude any bidder from referring a dispute arising from a material breach by CAF of this ITT to arbitration in accordance with Section 7.13.

7.3 Accuracy of Bid Information

Each bidder warrants, represents and undertakes to CAF that:

- all information contained in its bid(s) will be complete and accurate in all respects and shall not be false or misleading; and
- if, following submission of its bid(s), there are any changes in such bidder's circumstances that may affect any of the information contained in the bid, the bidder shall promptly notify CAF in writing setting out the relevant details in full.

If CAF considers that any bidder is, or may be, in breach of this Section 7.3, CAF shall, without prejudice to any other rights or remedies that may be available to it, be entitled to withdraw from any discussions or negotiations with such bidder and/or to reject its bid(s), in each case without any requirement to give such bidder any notice and without liability on the part of CAF to such bidder.

7.4 Financial Terms and Indemnity

The financial package to CAF offered by the successful bidder(s) shall be paid by wire transfer into such bank account(s) as CAF may specify from time to time. The successful bidder(s) shall indemnify, and keep fully and effectively indemnified, CAF and its affiliates and officers from and against all obligations on CAF in respect of taxes, customs, duties, levies, imposts and any other charges arising from, and/or in connection with, the exercise by the successful bidder(s) of the rights and opportunities granted to it pursuant to the commercial rights partnership agreement and the discharge of any and all obligations imposed on the successful bidder(s) by this ITT.

7.5 Invitation to Tender

This ITT (including all documents referred to herein and all related communications made by CAF or its associates or their respective sales representatives, employees or representatives) is no more than an invitation to tender in relation to the Commercial Rights and does not confer any rights to, create any legally binding agreement with, nor constitute an offer that is capable of acceptance by, any entity or recipient of this ITT with regard to the Commercial Rights.

7.6 No Warranties, Representations or Undertakings

This ITT is provided by way of explanation only and does not contain any warranties, representations or undertakings whatsoever upon which any person may rely, or seek to initiate or substantiate any legal action, against CAF and/or its associates or their respective agents, employees and/or representatives. In particular, all dates referenced herein are indicative and CAF expressly reserves the right to disregard and/or postpone any date herein without consulting any bidder and without incurring any liability whatsoever.

7.7 No Insurance

Each bidder acknowledges and agrees that CAF, its associates and their respective agents, employees and representatives shall have no obligation whatsoever to obtain or to maintain any form of insurance cover in respect of the cancellation, partial cancellation, postponement, relocation or curtailment of any AFCON Edition (or any part thereof) or failure of any transmission signal.

7.8 Accuracy of ITT

CAF has taken all reasonable care to ensure that this ITT is accurate in all material respects at the time of publication. Notwithstanding the foregoing, all information contained herein is subject to amendment and/or variation by CAF at any time and without any reason and/or prior notice being given to any bidder or any recipient of this ITT. Accordingly, each bidder and recipient of this ITT shall be responsible for verifying the accuracy of all information contained in this ITT and for making all

necessary enquiries prior to the submission of its bid(s). Neither CAF nor any of its associates nor any of their respective agents, employees or representatives will be liable for any claims, loss or damage suffered by any bidder, prospective bidder or other recipient of this ITT as a result of reliance on any information contained herein, or otherwise.

7.9 Ownership of Bid Information

Once received by CAF, each bid document becomes the physical property of CAF and CAF shall not be obliged to return any bids. CAF shall be entitled to unrestricted use, free of charge, of any commercial initiatives, creative materials, procedures, suggestions and/or recommendations contained in each bid or otherwise provided and/or disclosed by each bidder in discussions or correspondence with CAF during the tender process (the “**Bid Information**”). Each bidder shall execute any documents or undertake other acts which may be required by CAF for the purposes of giving CAF the full benefit of this provision. Each bidder waives any right of action it may have against CAF in relation to any use of the Bid Information in connection with CAF’s commercial rights.

7.10 Amendment and Withdrawal of ITT

CAF may, at its sole discretion and without any liability whatsoever to any bidder or any recipient of this ITT, amend, alter and/or modify any or all of the provisions of, and/or withdraw in its entirety, this ITT at any time and without any reason and/or prior notice being given to any bidder or any recipient of this ITT.

7.11 Confidentiality

Each bidder agrees to keep confidential, and agrees to ensure that its professional advisors also keep confidential, all non-public information obtained or generated in connected with this tender process. In particular, each bidder shall not disclose to any person any information in whatever form (including written, oral, visual or electronic) relating directly or indirectly to: its bid(s); any commercial rights partnership agreement; and all correspondence, communications, discussions or negotiations between CAF and the bidder in relation thereto.

Each bidder shall not make any press announcement or other statement relating to this tender process and/or its bid(s) without the prior written consent of CAF.

7.12 Anti-Collusion

Each bidder warrants and undertakes to CAF that:

- it has not communicated, and shall not communicate, directly or indirectly, with any other bidder or prospective bidder in relation to this ITT, its bid(s) or the tender process generally, whether through itself, its professional advisors, agents, representatives or any other person acting on its behalf;

- it has not colluded, co-ordinated or otherwise co-operated, and shall not collude, co-ordinate or otherwise co-operate, directly or indirectly, with any other bidder or prospective bidder in connection with the preparation or submission of its bid(s) or otherwise in connection with this ITT; and
- its bid(s) have been, or will be, prepared entirely independently and in good faith, without any agreement, arrangement or understanding with any other bidder or prospective bidder in relation to the pricing, terms, strategy or content of its bid(s) or the conduct or outcome of this ITT.

If CAF reasonably suspects that any bidder has breached any of the warranties or undertakings set out in this Section 7.12, CAF shall be entitled, without prejudice to any other rights or remedies available to it, to disqualify such bidder and to reject its bid(s) with immediate effect and without any liability whatsoever to such bidder.

7.13 Governing Law and Jurisdiction

This ITT and any commercial rights partnership agreement entered into pursuant to a successful bid shall be governed by, and construed in accordance with, the substantive laws of Switzerland, to the exclusion of its conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

In the event of any dispute, controversy or claim arising out of or in relation to this ITT or any commercial rights partnership agreement entered into pursuant to a successful bid, including the validity, invalidity, breach or termination thereof (a “**Dispute**”), the parties shall first seek to resolve the Dispute by mediation administered by the Swiss Arbitration Centre in accordance with the Swiss Rules of Mediation of the Swiss Arbitration Centre in force on the date on which the request for mediation is submitted. If the Dispute has not been resolved within thirty (30) days of one party's written request for mediation (or such longer period as the parties may agree in writing), either party may refer the Dispute to arbitration in accordance with the following paragraph.

Any Dispute not resolved by mediation shall be finally settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be one (1) where the amount in dispute is less than USD 250,000, and three (3) where the amount in dispute is USD 250,000 or more; provided that, where the parties are unable to agree on the amount in dispute, or where the Swiss Arbitration Centre or either party considers the complexity of the dispute to warrant it, the Court of the Swiss Arbitration Centre shall determine the number of arbitrators. The seat of the arbitration shall be Zurich, Switzerland. The language of the proceedings shall be English. Any award shall be final and binding on the parties.

7.14 Anti-Corruption

The parties acknowledge that giving and taking bribes can lead to criminal proceedings in accordance with applicable anti-bribery and anti-corruption laws.

7.15 Survival of Terms

The following provisions shall survive the termination or conclusion of the tender process and the release by CAF of the binding offers contained in each bid and shall continue to have full force and effect thereafter: Sections 7.1 (Definitions and Interpretation), 7.2 (Acceptance of Terms and Conditions), 7.3 (Accuracy of Bid Information), 7.4 (Financial Terms and Indemnity, to the extent applicable to the successful bidder(s)), 7.5 (Invitation to Tender), 7.6 (No Warranties, Representations or Undertakings), 7.9 (Ownership of Bid Information), 7.11 (Confidentiality), 7.12 (Anti-Collusion), 7.13 (Governing Law and Jurisdiction), 7.14 (Anti-Corruption), this Section 7.15 and Annexe 6.

Annexe 1

EVENTS SCHEDULE

The following list of AFCON Editions, the currently scheduled number of matches and the number of national teams, is provided on an indicative basis and is subject to change. The exact match schedule and format for each AFCON Edition will be released by CAF in line with the International Match Calendar and good football practice.

For the avoidance of doubt:

- FIFA World Cup qualifiers are excluded from the scope of this ITT;
- The African Nations League is excluded from the scope of this ITT; and
- Any AFCON Edition or match forming part of an AFCON Edition which has taken place, or which is taking place, prior to the execution of a final, binding commercial rights partnership agreement between CAF and the appointed Commercial Rights Partner shall be automatically excluded from the scope of this ITT and from the scope of any appointment made pursuant to it, and no Commercial Rights in respect of such AFCON Edition or match shall be deemed to form part of the Commercial Rights that are in-scope under this ITT.

#	CAF Event	Number of Teams / Matches
1	CAF Africa Cup of Nations (“ AFCON ”) 2028 Final Tournament (“ Finals ”)	24 teams, 52 matches
2	Qualification Competition (“ Qualifiers ”) for AFCON 2028	54 teams, 156 matches
3	AFCON 2032 Finals	24 teams, 52 matches
4	Qualifiers for AFCON 2032	54 teams, 156 matches
5	AFCON 2036 Finals	24 teams, 52 matches
6	Qualifiers for AFCON 2036	54 teams, 156 matches

Notes:

1. The AFCON 2028, AFCON 2032 and AFCON 2036 Finals will each be organised on the basis of 24 participating teams, in accordance with the current tournament format approved by the CAF EXCO. The CAF EXCO may increase the number of participating teams in the interests of African football and its stakeholders. The format of the AFCON Editions will be released by CAF in line with the International Match Calendar and good football practice.
2. The host country or countries for the AFCON 2028, AFCON 2032 and AFCON 2036 Finals respectively have not yet been designated. The Host Country Process is being

conducted separately to this Commercial Rights ITT. Bidders should be aware that the Commercial Rights, and the scope of the Commercial Rights for each Edition of AFCON, may be affected by the terms of any hosting agreement entered into by CAF with the appointed host(s) of that tournament.

3. At the time of issuing this ITT, CAF has 54 Member Associations. The figures provided in this Events Schedule for the number of participating teams and the corresponding number of matches are based on the assumption that all 54 Member Associations will be eligible to participate in each AFCON Edition, which reflects CAF's current expectation based on historical participation levels. The actual number of participating teams – and accordingly the actual number of matches in the Qualifiers – will depend on the number of Member Associations that formally enter the Qualifiers. All figures are therefore indicative and are subject to change in accordance with the general disclaimer set out at the beginning of this Annexe 1. For the avoidance of doubt, CAF makes no commitment that any particular Member Association will be eligible to or will participate in any particular AFCON Edition.

Annexe 2

BIDDING FORM

(see separate document)

Annexe 3

COMMERCIAL RIGHTS CATEGORIES

The following definitions apply to the Commercial Rights available under this ITT.

Category	Definition
Media Rights	To the extent approved by CAF, any and all media rights relating to AFCON 2028, AFCON 2032 and AFCON 2036, including without limitation all forms of visual, audio and/or audio-visual media and electronic communication to the public, in any format, on a free, pay and/or pay-per-view basis, for reception on any viewing device, via any storage or delivery mechanism (whether now known or hereafter developed), including without limitation all forms of TV and digital delivery, for distribution on any channel, service or platform, and including without limitation any such communication to any premises and modes of transportation (e.g. inflight and in-ship). The Commercial Rights Partner shall ensure compliance with applicable competition law regulations, including CAF's undertakings to the CCCC. In exploiting the Media Rights, the Commercial Rights Partner shall seek to offer separate, commercially viable media packages to different buyers, including, for example, by facilitating or encouraging sublicensing arrangements in local languages within the relevant territories. Where no credible offers for separate broadcasting media are extended to the Commercial Rights Partner, the Commercial Rights Partner shall immediately notify CAF so that it may satisfy its regulatory obligations.
Sponsorship Rights	To the extent approved by CAF, any and all sponsorship, official supply and ancillary marketing rights of whatever nature relating to AFCON 2028, AFCON 2032 and AFCON 2036, where a brand or other third party promotes its association with those AFCON Editions, including without limitation title sponsorship, any/all official designations, and use of all AFCON branding, trademarks and associated IP across (including digital assets), as well as all perimeter signage rights (fixed, LED and virtual advertising rights).
Betting Media Rights	To the extent approved by CAF, any and all rights to exploit and distribute coverage of matches forming part of AFCON 2028, AFCON 2032 and AFCON 2036 to third parties exclusively for betting purposes for use: (1) on their respective websites and apps (subject to betting streaming restrictions) by the following means and media: (a) internet, online, interactive and related multi-media (including virtual image, visualisation and gaming enrichment rights), whether now known or hereinafter invented; and (b) WAP, 3G, 4G, 5G and other mobile telephony/mobile communications media, including "tablets", whether now known or hereinafter invented; and (2) within any retail premises where betting services are legally offered (including licensed betting shops and casinos) via closed circuit delivery system or another similar means or platform

Category	Definition
Betting Data Rights	To the extent approved by CAF, the right to collect, exploit and distribute official scoring, statistical or other data relating to AFCON 2028, AFCON 2032 and AFCON 2036 to third party licensees exclusively for betting purposes for use by the following means: (i) internet, online, interactive and related multi-media (including virtual image, visualisation and gaming enrichment rights), whether now known or hereinafter invented; (ii) WAP, 3G, 4G, 5G and other mobile telephony/mobile communications media, including “tablets”, whether now known or hereinafter invented; and (iii) for use within any retail premises where betting services are legally offered (including licensed betting shops and casinos) .
Archive Rights	To the extent approved by CAF, the right to broadcast, transmit or otherwise exhibit and exploit and distribute archive audio-visual material relating to the AFCON 2028, AFCON 2032 and AFCON 2036 Editions during the commercial rights partnership, and/or games played as part of any editions of AFCON played prior to the commencement of the commercial rights partnership.
Immersive Technology Rights	To the extent approved by CAF, the right to create, operate, market, promote and distribute any audio-visual offerings, experiences or environments in connection with AFCON 2028, AFCON 2032 and AFCON 2036 which do not present the coverage of the matches in a standard two-dimensional broadcast manner, and which include (but are not limited to) Virtual Reality, Augmented Reality and three-dimensional offerings. <i>Virtual Reality</i> means exploitation of any audiovisual programme or material through any apparatus or process, whether now known or hereafter devised, in which the audiovisual programme is presented in a multi-dimensional environment that can be used to view and/or interact with video content by a viewer using a headset or head-mounted display or similar immersive technology. <i>Augmented Reality</i> means any arrangement, apparatus or process, whether now known or hereafter devised, by which an audiovisual programme may be augmented by means of digital objects and/or information being integrated within and/or overlaid onto such audiovisual programme.
Film Rights	To the extent approved by CAF, all rights to create, produce, transmit and/or make available (in any media whatsoever) any full-length feature film (whether in documentary-style, purely fictional or otherwise) based on, and/or inspired by CAF, AFCON 2028, AFCON 2032 or AFCON 2036.
Gaming Rights	To the extent approved by CAF, the right to license, grant or use, intellectual property rights relating to AFCON 2028, AFCON 2032 and AFCON 2036 (excluding standalone Member Association and player rights) within any audio-visual, console, electronic or mobile competition, contest or game which is conducted on any device or by using an interactive game console, whether or not connected to a television and which may include (among other things) coverage and/or material based on or deriving therefrom and including any fantasy sports game relating to CAF and AFCON 2028, AFCON 2032 or AFCON 2036, including the

Category	Definition
	operation of any competitive tournament or other event based on such games (by way of example only, a so-called “esports event”).
Hospitality Rights	To the extent approved by CAF, the right to approach and engage potential clients/partners of onsite and offsite hospitality packages (i.e. comprising of a match ticket and an additional benefit including without limitation, food, beverage and/or bar or lounge access) that are made available by CAF in relation to AFCON 2028, AFCON 2032 and AFCON 2036, with a view to entering into hospitality agreements with such potential purchasers.
Ticketing Rights	To the extent approved by CAF, the right to market and sell any and all tickets, and passes to attend any matches taking place as part of AFCON 2028, AFCON 2032 and AFCON 2036, including without limitation on a general admission basis.
Licensing Rights	To the extent approved by CAF, the right to license, grant, use, produce or sell anything which incorporates the intellectual property rights subsisting in AFCON 2028, AFCON 2032 and AFCON 2036, excluding standalone Member Association and player rights.

Annexe 4

EXCLUDED RIGHTS

As described in Section 3.2 of this ITT, the Commercial Rights expressly exclude the following:

- (i) Current exclusions: the rights listed under the heading "Current rights exclusions and carve-outs" below.
- (ii) Additional exclusions: any additional exclusions or carve-outs specified by CAF prior to the execution of a final, binding commercial rights partnership agreement, as further described in Section 3.2(ii).
- (iii) Reserved rights: any and all rights and licences not expressly included in the Commercial Rights.

The excluded and reserved rights described above are expressly reserved to CAF for its own unrestricted use, exploitation and benefit (including with support from other commercial rights partners). The appointed Commercial Rights Partner shall not in any way whatsoever exercise, nor permit the exercise of, nor assert nor represent that it has any right, title or interest in, or to, any such rights.

Current rights exclusions and carve-outs

1. Non-exclusive terrestrial free-to-air Media (broadcasting) Rights in the territory of the Host Nation(s) for each of the AFCON 2028, AFCON 2032 and AFCON 2036 Editions, which are reserved for the appointed Host Nation(s) of the respective AFCON tournaments.
2. The right for CAF, its Member Associations and other authorised third parties (including CAF sponsors and news organisations) to publish clips and/or highlights in relation to each match of each AFCON Edition on their owned, operated and/or managed platforms and accounts (including social media) subject to conditions around length of clips and timing of release.
3. Sponsorship Rights for the Qualifiers of each of AFCON 2028, AFCON 2032 and AFCON 2036, which are exclusively reserved for exploitation by CAF's Member Associations.
4. Betting Media Rights and Betting Data Rights for the AFCON 2028 Edition only.

Annexe 5

BANK GUARANTEE TEMPLATE

[Date]

Confédération Africaine de Football (CAF)

3 Abdel Khalek Sarwat Street

El Hay El Motamayez

P.O. Box 23

12566

6th of October City

Egypt

Dear Sirs

Pursuant to the commercial rights partnership agreement (the “**Agreement**”) entered into between Confédération Africaine de Football (CAF) (hereinafter referred to as “**CAF**”) and [XXX] (hereinafter referred to as the “**Commercial Rights Partner**”) on [insert date], CAF has appointed the Commercial Rights Partner to act as its commercial rights partner in connection with certain commercial rights arising from, and in connection with, the CAF Africa Cup of Nations 2028, the CAF Africa Cup of Nations 2032 and the CAF Africa Cup of Nations 2036, as defined in the Agreement.

In consideration of such appointment, the Commercial Rights Partner agreed to pay to CAF the net monetary amount of [insert relevant amount in words and numerically] (the “**[Minimum Guarantee] or [Rights Fee]**”, a portion of which constitutes the “**Cash Advance**”) (together, the “**Guaranteed Fee**”). For the purpose of securing the payment of the Guaranteed Fee, the Commercial Rights Partner agreed to procure the provision to CAF of an irrevocable and unconditional bank guarantee on the terms and conditions set out in the Agreement.

We, [insert full registered name of financial institution], hereby irrevocably and unconditionally agree, not merely as a surety, to pay and satisfy to CAF, its successors and/or assignees on first demand, irrespective of the validity, enforceability, variation, transfer / assignment (of any rights or obligations thereunder), termination, or the legal effect of the Agreement, and waiving any and all rights of objection and defence (including, without limitation, the right to set-off), any amount up to (and including):

[insert relevant amount in words and numerically (being the total Guaranteed Fee less the first instalment)]

forthwith upon receipt of written request from CAF (or its successors and/or assignees) for payment together with written confirmation by CAF (its successors and/or assignees) stating that the amount so claimed by CAF (or its successors and/or assignees) thereunder has become due for payment by the Commercial Rights Partner and that such amount was not received (in cleared funds) by CAF (or its successors and/or assignees) on or before the relevant payment date as required under the Agreement.

All payments by us under this guarantee shall be made free and clear of, and without deduction or withholding for, or on account of, any taxes, currency control restrictions, assessments, excises, imposts, governmental charges, duties or other withholdings of any nature whatsoever. We shall be solely responsible for any and all such deductions or withholdings and we shall ensure that CAF receives and retains (free of any liability in respect of such deduction or withholding), the full cash amount that it would otherwise have been entitled to receive.

The total amount of this guarantee will be reduced by any payment made by the Commercial Rights Partner in accordance with the terms of the Agreement.

This guarantee is valid and enforceable at any time from the date of this letter and shall expire on:

- a) the date on which CAF receives, in relation to the Agreement, the amount to which this guarantee relates (in cleared funds) in its designated account;
or
- b) the thirtieth (30th) working day after the date upon which the final Guaranteed Fee instalment is to be received (in cleared funds) in CAF's designated account pursuant to the terms of the Agreement;

whichever is the earlier.

This guarantee is governed by the substantive laws of Switzerland, to the exclusion of its conflict of laws rules. Any dispute, controversy or claim arising out of or in relation to this guarantee, including its validity, invalidity, breach or enforcement, shall be finally settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be one (1). The seat of the arbitration shall be Zurich, Switzerland. The language of the proceedings shall be English. Any award shall be final and binding.

Yours faithfully

For and on behalf of

[XXX]

Authorised Signatory

Name:

Title:

Date:

Authorised Signatory

Name:

Title:

Date:

Annexe 6

DUE DILIGENCE, KYC AND RELEVANT INTERESTS DECLARATION

(see separate document)

Annexe 7

EVALUATION FRAMEWORK

(see separate document)