



INTRODUCTION

Following the successful introduction of the Champions Hockey League in the season 2008 – 2009 the IIHF is looking for strong partners to guarantee the continuation of what has become the strongest ice hockey club competition ever in Europe. The development of this new and powerful league was based on a vision that the Champions Hockey League will be THE leading Ice Hockey Club Competition in Europe and become recognized as Europe's clear Number One winter team sport league.

The mission was to give fans an exciting and entertaining product and broaden the appeal of the game; position the CHL as the pinnacle achievement in European Club Ice Hockey. In the inaugural year the CHL presented a revolution in the presentation and the marketing of the sport of ice hockey.

1.1 The IIHF

The IIHF is the official governing body for world ice hockey responsible to its member associations, for the governing of the sport of ice hockey in the world in accordance with its constitution, statutes and technical rules and for the sanctioning of certain ice hockey competitions. The IIHF is the sole and exclusive owner of all Commercial Rights to the Champions Hockey League and the Victoria Cup.

1.2 The Leagues

The Leagues are the official governing body for the top ice hockey competition in their respective country to its members the clubs in accordance with its constitutions, statutes and regulations for the organization of the top league competition in the designated European country

1.3 The European Hockey Rights AG (EHR)

The IIHF and the Leagues, on a 50-50 % share basis, will establish a Swiss Aktien Gesellschaft. The IIHF will deliver the Intellectual Property Rights and the leagues will guarantee the participation in the CHL of 16 teams, being the national champions and the regular season winners of their respective leagues. Until the European Hockey Rights AG has been established the IIHF will keep its position as the intellectual property rights holder and will act accordingly.

1.4 The Champions Hockey League 2008/2009 (First Season)

The Champions Hockey League (CHL) was introduced in the 2008 – 2009 season . The competition format that year was:

- A Qualifying Tournament from September 12–14, 2008 in Nuremberg Germany. Three teams in one group, playing 3 games. The Winner SC Bern advanced to the group stage.
- The group stage played on Wednesdays from October 8 to December 3, 2008 consisting of 4 groups of 3 teams, played home and away. In total 24 games.
- The winner of each group played the semi finals on December 10, 2008 and January 7, 2009; playing home and away, totalling 4 games.
- The winners of the semi finals; ZSC Zurich Lions from Switzerland and Metallurg Magnitogorsk from Russia played a home and away final series of 2 games. On January 21 and 28, 2009. The winner of the inaugural season 2008 – 2009 was ZSC Zurich Lions. The number of total games played was 33 games.



The Brand

The Champions Hockey League brand symbolizes the power of the sport as well as the coolness of the game. The newly created brand has been applied across all the event touch points, ensuring the competition has a unique and memorable identity. The intellectual property rights are secured and held by the International Ice Hockey Federation and will be transferred to the European Hockey Rights AG to be established.

Clean Uniforms

The clean uniforms are unique in current European Ice Hockey which was loved by the players and the fans. The clean uniform concept aims to create long lasting and well known club brands.

Attendance

The 2008 – 2009 CHL Season received excellent attendance.

- The average CHL Arena Capacity was 9'800
- Total attendance figure is 253'000. The capacity in the major ice hockey markets in the group phase was in Russia 97%, Germany 95%, Sweden 92% and Finland 90%. The capacity in the semi finals and finals was 100%

Television

The CHL covered 70+ territories, 864 broadcast hours with cumulative TV audience of 35'521'334. A strong final TV audience with a peak of 635'000 in Switzerland which equals a share of 30.8%. This rating is the highest rating for an ice hockey broadcast in Switzerland.

The CHL awareness in Russia amongst households with internet access was 43%.

Sponsorship

An integrated, exclusive and clean concept proves that the CHL is a highly effective communication vehicle for sponsors. The average live game exposure by source is;

Sponsor: Reebok

- | | |
|---|---------------|
| - Rink Boards Game Day 1 to 5; | 2'491 seconds |
| - Game Day 6 to the Final; | 3'530 seconds |
| - Ice Branding Game Day 6 to the Final; | 435 seconds |
| - Apparel throughout the Competition | 409 seconds |
| - Interview Backdrop throughout the Competition | 130 seconds |
| - Player and Penalty Benches throughout the Competition | 175 seconds |

Total media value delivered to Reebok was 3'974'722 Euros divided over

Boards:	60.2%
Press:	18.9%
Apparel :	7.9%
Ice Branding	4.9%
Interview Backdrop	4.7%
Player and Penalty Benches	3.4%

These numbers prove the CHL is highly effective Communication Platform.

Internet

The CHL had and has its own website www.championshockeyleague.com

- 2.0 million page impression
- 297'258 live streams with a peak of 16'935 unique users who watched in average 60 minutes per night
- Broadcaster sites covered 120+ hours of streaming coverage with cumulative of 150'000 audience
- The social networking sites such as YouTube showed 9000 channel views
- 847 views on Face book by fans, which is an increase of 144% since 1.1.2009.

Press

The press analysis for the month of January showed the CHL presence in:

- 1'435 publications
- 2961 event references to the Champions Hockey League
- 32% of the all articles published the day after the final game

The Media value of the event references was 524'424 Euros.

1.5 Victoria Cup

The winner of the CHL and a European challenger play a NHL team in a two game event. The 2008 Victoria Cup drew over 30'000 spectators in two nights, worldwide press and fan interest. Broadcaster CNN's World Sport program showed two days in a row the play of the day. "Blick", a major Swiss newspaper declared the narrow 4 – 3 win of the New York Rangers over Metallurg Magnitogorsk the best game of ice hockey ever played in Switzerland.

2009 Victoria Cup

In September 2009 the ZSC Zurich Lions, as the winner of the inaugural CHL season 2009, competed against the NHL club; Chicago Blackhawks. The ZSC Lions beat the Chicago Blackhawks, 2 – 1, bringing the Victoria Cup to Europe. This was the first time a Swiss club team beat an NHL team and was considered one of the biggest wins in Swiss Ice Hockey.



THE INVITATION TO TENDER (ITT)

Please follow the instruction given in this ITT and use the forms as presented in this document (**APPENDIX 1**). The last deadline for this Bid is **13 November, 2009**

2.1 Purpose of this Invitation to Tender

Interested Qualified Investors (as defined below) are invited by the IIHF to submit bids as an Investor of the Champions Hockey League.

“A Qualified Investor” is an investor, which has (in the sole opinion of the IIHF) appropriate, extensive and proven experience in sport projects. This Investor must have a strong financial standing, sufficient resources to be able to deliver all investor obligations as defined in the Investor Agreement.

A successful Qualified Investor will be responsible for:

- Approaching potential and appropriate agencies, commercial and media partners.
- Conducting negotiations with potential agencies, including providing full legal resources and services in relation to contract preparation, drafting and negotiation (in accordance with the instructions of the IIHF)
- The detailed requirements in respect of the negotiation and contracting process on behalf of the IIHF will be set out in a separate **Investor Agreement** to be entered into with the Qualified Investor. The Investor Agreement Draft will be provided by the IIHF at a later stage of the ITT process.

2.2 Competition Format 2010 – 2011

(as part of the CHL Settlement Agreement between the IIHF and the Leagues)

A Qualification tournament will be played in the month of September, 2010 between four teams. The participants will in the first instance be picked from the regular season winners of the 2008 – 2009 season and in the second instance out of the regular season winners from the season 2009 – 2010. Which teams eventually will qualify to participate in the qualification will be determined by the number of teams that will be national champions in both seasons 2008 – 2009 and 2009 – 2010. The format will be a single Round Robin with 4 teams in a total of 6 games and the top two finishers will advance to the group stage.

The number of teams participating in the 2010 – 2011 CHL season will be 16. The participating team will consist of the 7 Champions of the 2008 - 2009 Season and the 7 Champions of the 2009 – 2010 Season from Europe’s Top National Leagues: Russia, Finland, Sweden, Czech Republic, Switzerland, Slovakia and Germany. The Group Stage will be complimented with the numbers one and two of the Qualification Tournament. In case the Champion of the 2009 - 2010 season is the same team as the Champion of the Season 2008 – 2009 season then the winner of the regular season in 2008 – 2009 will be added and in case this is a team from RUS, FIN, SWE, and CZE the qualification tournament will be played with the remaining three. If the above is the case with two teams than the remaining two teams in the qualification tournament will automatically be added to the group phase. If 3 teams will be champions of both 2008 – 2009 series and 2009 - 2010 then the remaining team and the winner of the CHL 2008 – 2009 ZSC Zurich Lions will be admitted to the group stage. If a situation occurs with all 4 teams then ZSC Lions and the winner of the Continental Cup 2009 - 2010 will be admitted to the group stage.

In the group stage 4 groups of 4 teams will play each other in a double round robin (home and away) The number of games in the group stage will be 48 games. The winner of each group will play in the semi finals (home and away) for a total of 4 games. The winner advances to the finals. The final will be decided in two games home and away. *This means 54 games in total.*

The planning of the dates is done in such a way that a conflict with International European football is avoided as much as possible. Games would always be played on Wednesday with the restriction that no national top leagues games of the participating countries will be played on those days. The dates will not conflict with the IIHF international breaks planned for the national teams.

The planned dates will be:

a) Qualification Tournament

Qualification tournament in 3rd week of September 24 – 26, 2010

The 2008-2009 regular season winners of Russia, Finland, Sweden and Czech Republic. Single Round Robin. The numbers one and two will advance to the Group Phase

b) Group Phase

13-10-2010 (GD1)

27-10-2010 (GD2)

03-11-2010 (GD3)

17-11-2010 (GD4)

01-12-2010 (GD5)

08-12-2010 (GD6)

c) Semi Finals

05-01-2011 (GD7)

12-01-2011 (GD8)

d) Finals

19-01-2011 (GD9)

26-01-2011 (GD10)

The home team advantage is awarded to the team that had the best result in the group stage. All games will be played at 19:30 CET.

2.3 Proposed Competition Format 2011 – 2012 and after

The number of teams participating in the 2010 – 2011 will be 16. *Total games 54.* The participating team will consist of the 7 Champions and Regular Season Winners (before the play-offs) of Europe's Top National Leagues: Russia, Finland, Sweden, Czech Republic, Switzerland, Slovakia and Germany. The group stage will be complimented with the winner and the runner-up of the Continental Cup.



The Continental Cup

The concept of the Continental Cup will be changed into a competition in which only the national champions of the European countries ranked 8 to 23 on the IIHF European Ranking with an existing National Championship will be admitted. The competition will be played in a tournament format. Four groups of 4 teams, the top two move onto the semi final tournaments in 2 groups of 4. The top two of each tournament will participate in a final tournament. The winner and the runner up will be admitted in the CHL Group phase.

In the group stage 4 groups of 4 teams will play each other in a double round robin (home and away) The number of games in the group stage will be 48 games. The winner of each group will play in the semi finals (home and away) for a total of 4 games. The winner advances to the finals. The final will be decided in two games home and away. *This means 54 games in total.*

The planning of the dates is done in such a way that a conflict with International European football is avoided as much as possible. Games would always be played on Wednesday with the restriction that no national top leagues games of the participating countries will be played on those days. The dates will not conflict with the IIHF international breaks planned for the national teams.

The home team advantage is awarded to the team that had the best result in the group stage. All games will be played 19:30 CET.

2.4 The Commercial Rights

The full terms and conditions of the relevant rights will be set out in a separate **Commercial Rights Agreement (CRA)**. This agreement will be based on the strategy that the rights will be made available for a limited number of partners. The Commercial Rights for the CHL shall include, by way of example but no limitation, the following; Media Rights, Marketing Rights, Merchandising Rights and New Media Rights. In order to have a clear understanding of the terms and conditions, please find below a brief explanation of the relevant rights.

2.5 The Media Rights

The media rights incorporate the right to transmit, by means of all or any of the Transmission Media, on live and/or delayed basis; the right to transmit, by means of Radio Transmission, Commentary on a live, delayed and/or clip basis; highlight and magazine programs; the right to exploit public viewing; create footage of the basic feed; editorial control and to superimpose factual information and graphics and to add different voice commentary;

The right to use the CHL Marks and Club Marks, as applicable, in connection with all and/or any of the Media Rights; The right to create digital content (e.g. animated screen savers, wallpapers, java games etc.) incorporating the Basic Feed, the Supplemental Feed and/or the footage created in accordance with paragraph above; and the right to use any images related to the CHL. The right to secure broadcast sponsorship and commercial airtime opportunities for Commercial Partners. The right to secure broadcast sponsorship and commercial airtime opportunities for Commercial Partners. The right to secure on-screen credits (incl. audio effects) for timing, data, replay and official website from its television rights-holders for insertion into the Basic Feed (subject to applicable national broadcast regulations on a country by country basis). For news purposes against payment



of reasonable remuneration, excerpts of the Basic Feed to be included in regularly-scheduled general news bulletins or in regularly-scheduled general sports news

programmes of dedicated sports channels (as well as on the official website of recognised media organisations); the right to commercially exploit so called archive footage.

Modification of the basic feed and/or supplemental feed through virtual imaging technology is allowed however without the right to alter the on ice game content.

The Media Rights shall not include the accredited press coverage of the CHL.

2.6 The Marketing Rights

The Brand

The right to use the present developed brand design of CHL including but not limited to the: brand elements, on-air elements including stills, off air elements including -printing materials -arena signage- advertising and decoration materials

Sponsors

The right to develop comprehensive sponsorship packages, under the principle of “LESS IS MORE” for the CHL (these packages will grant/license Commercial Partners the right to associate themselves with the CHL through use of the Marks, as well as receive tickets and hospitality for games.

Titles / Designations

The “right to use” and assign “the right to use” to its Commercial Partners, all designations in all languages implying an association with the CHL.

Premiums

Commercial Partners have the right to appoint Official Licensees or premium suppliers to produce premiums.

Venue Advertising

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he right to exploit all advertising possibilities at the venue of the CHL, whether sound or visual, including, but not limited to the right to advertise products and/or services.

Uniform & Equipment

The right to exploit promotional or advertising possibilities on uniforms is restricted by the clean uniform concept. In principle the abovementioned possibilities are limited to suppliers in terms of branding of the uniforms and equipment. This right includes the possibility to promote the CHL or advertise products.

Sponsoring Awards & Ceremonies

The right to allow Commercial Partners to present awards.

2.7 The Merchandising Rights

The right to appoint Official Licensees who may use the Marks and Club Marks to develop, manufacture, market, distribute, promote, sell and advertise products on a local, regional or worldwide basis.



2.8 The New Media Rights

The Media Rights shall also include any other right in connection with the official coverage of the CHL, which are not on an audiovisual basis including, using technology available to date, or any similar, related or derivative technology now known or devised or invented in the future, such as the right to offer, including but not limited to, SMS-services, MMS-services and live ticker-services, which may include the non-exclusive use of the Official Data in connection therewith.

2.9 Obligations Relating to the Commercial Rights

The investor and or the agency shall: ensure that the use of Marks and Club Marks will be used correctly and in accordance with any relevant guidelines to be prepared. Details to be defined at a later stage.

The investor and or the agency shall notify unauthorized use of IIHF Marks and/or any of the Materials and/or any unauthorized association by any person with the Champions Hockey League in any part of the Territory, to the IIHF as soon as reasonably practical, setting out the facts in reasonable detail.

The investor and or the agency shall ensure that any Commercial Partner that receives the Marks is aware of the conditions governing such Marks.

All rights not expressly included in the grant of rights provision in the CRA are reserved by the IIHF.



THE OPERATIONS

The Investor has to enter into an agreement with an Agency, which is responsible for the execution of the key operational activities and the sales. These key activities are defined in the CHL Regulations, an operational manual and include without limitation, Arena Branding, "TV Production", Media Activities, Sponsors and Supplier Activities, Co-ordination of the Club Activities, Licensing and Merchandising, Game Promotion and Logistics.



BID FORMAT, PROCEDURE AND REQUIREMENTS

All Bids must, in order to be considered validly submitted, comply fully with the terms, conditions and procedure required under this ITT and set out below.

Bids will only be accepted from Quality Investors.

Bidders must submit an offer for the financing of the Agency Fee, Direct Cost Budget (operations), the Appearance Fee and the Prize Money. No Bids, which are conditional or subject to any conditions precedent will be accepted, including but not limited to, technical supplies, venues, participating teams (or their performances) nor to game-scheduling.

4.1 Required Content of Bid Documentation

All Bids must follow the format and include full responses to the questions set out in **Appendix 1**. Certain clarifications are further specified below and should be taken into account in preparation of the Bid Documentation.

4.2 Investors Structure

The investor structure must show the involvement of the IIHF and the Top Leagues. It will show the transfer of the commercial rights from the **IIHF** to the New Investors Group.

4.2.1 Establishment of the New Investor Group

The IIHF invites interested potential investors (**Bidder**) to establish (together with them) a **New Investor Group (NIG)** for the purpose to relaunch the Champions Hockey League in the season 2010 – 2011. The NIG should preferably be based in Switzerland or at least in a European country and will be the holder of all commercial rights of 3 to 5 years with a 3 to 5 year revolving renewal options.

4.2.2 Shareholders Composition

This document is based on a shareholders composition where a company founded by the IIHF and the European Top Leagues will be a shareholder of the NIG.

This company will receive a minimum of 25% of the shares of the NIG. For this share the IIHF will deliver the Commercial Rights as a sole property of the NIG for the duration of the abovementioned contractual period. A maximum of 75% of the remaining shares will go to the Invited Investors in return for the financing of the CHL Operational Costs consisting of Direct Cost Budget, Agency Fee, Participation Fee and the Prize Money.

4.2.3 Funding

The NIG funds 100% of the CHL Project. In order to be able to generate more investment funds the NIG has the sole authority to add members to the investor group. In order to generate the return of investment the NIG has the sole authority over all commercial rights matters.

4.2.4 Investment Guarantee

The bidder is asked to propose a payment guarantee, which should be defined in the Investor's Agreement for the period of this agreement covering the prize money as well as the operational costs.

4.2.5 Prize Money

In order to pay an adequate participation fee to the participating 16 teams as well as an attractive prize money to the semi finalists and finalists, the minimum available prize money should be approximately 6'000'000.- (six million) Euros.

4.2.6 Cost Budget

A 5 year Cost Budget based on a detailed competition format per season should be delivered. The budget should show; the Direct Cost Budget, IIHF operational Costs and the Prize Money and the development of these costs.

In Appendix 2 please find a 5 year financial chard based on a competition format of 16 teams, divided in 4 groups of 4 teams with semi finals between the winner of the groups and the final, which has to be filled out.

4.2.7 Profit sharing

The profit sharing is determined as follows; after recoupment of the initial investment the IIHF/Leagues Company will receive a minimum of 25% of the generated profit. A maximum of 75% will go to the shareholders owning the other shares.

4.2.8 Legal Structure

The NIG will enter into various agreements. The Group will enter in an agreement with an Agency covering the sales and event operations portion of the Champions Hockey League. The NIG will also enter into an agreement with the IIHF covering the Sports Operations and the Leagues concerning the participation of their top clubs.

4.2.9 Victoria Cup

The NHL has certain rights with regards to games of NHL teams in Europe. The annual Victoria Cup needs to be presented with a separate rights structure as well as a separate budget.



4.3 Bid Procedure and Process

Bid Documentation

This ITT is issued by the IIHF. All Bid documents must:

- a) be complete in the form specified in **Appendix 1** and otherwise fully in compliance with the terms, conditions and procedures required under this ITT; bear the original signatures of authorized representatives of the Bidder;
- b) be submitted to the address below in **7** identical original hard copies. Each copy must be sealed in an inner and outer envelope
- c) be received by the IIHF **no later than 12:00 CET on 13 November, 2009**; and also be submitted in an industry standard electronic version, preferably as a PDF, by email to the email address stated below and received by the IIHF before the Closing Date.
- d) The Bid Documents received electronically must be identical to the documents send in hard copy.

If the provisions of the electronic version of the Bid documents conflict with the provisions of any Bid Documents submitted in the original hard copies, the IIHF shall be entitled at it's discretion to reject either or both of such Bid Versions.

Any Bids submitted in any other means (including without limitation, fax) will not be accepted.

The IIHF will be the point of contact for all Bidders in connection with this ITT. All Bid submissions and queries relating to this ITT should be submitted directly to the IIHF at the address set out below:

INTERNATIONAL ICE HOCKEY FEDERATION

Brandschenkestrasse 50

CH-8027 Zürich

Switzerland

E-mail address: vanrijswijk@iihf.com

Attention: Mr. Robert van Rijswijk / IIHF Director of Club Competitions

Reference: CHL Investor Tender

4.3.1 Authority

Bidders should note that:

- a) the acceptance of any Bid will be at the IIHF sole discretion ;
- b) The applicable Investor Agreement will be entered into directly by and between the successful NIG and the IIHF.
- c) no third parties have any authority to bind or otherwise commit the IIHF

4.3.2 Language

All Bid Documentation must be in the English language.

4.3.3 Binding Nature of the Bid

Once submitted, a Bid is binding on the Bidder(s) and may not be withdrawn or amended except at the request of the IIHF within sixty (60) days of the Closing Date.

4.3.4 Further Information

Following the receipt of the Bids and their analysis by the IIHF, Bidders may be required clarification and/of further information to the IIHF in respect of their Bids where and when requested by the IIHF. Bidders will be expected to co-operate fully with the IIHF in this respect.

Any requests from Bidders for clarification or further information must be addressed in writing to the IIHF. IIHF response, if any, maybe provided in such form as it considers appropriate. The IIHF reserves the right to make any such response to any queries from any Bidder available to all recipients of this ITT but without revealing the identity of the enquirer.

4.3.5 Evaluation of Bids and Negotiations

The IIHF reserves the right to respond at its discretion, including but not without limitation, by:

- Accepting or rejecting any Bid
- Requesting further information, clarification or revised or amended Bids
- Entering within negotiations with one or more Bidders on such basis as may be determined by the IIHF at its sole discretion, including whether any such negotiations should be on exclusive or non exclusive basis
- Selecting a shortlist of Bidders and opening one or more additional rounds of Selection
- Postponing the continuation of the ITT process
- Terminating the ITT process at any time and or conducting an entirely new or revised selection or tender process at the IIHF's discretion

4.3.6 Selection Process

Following the receipt and review of all Bids, received, it is the IIHF's current intention to select and evaluate on the following (non-exhaustive) criteria.

- Quality and Expertise of the bidding company or group;
- The competitiveness of cost budget (to be expressed in Euros); and.
- The financial standing of the Bidder and/or the ability of the Bidder to fulfill the contractual commitments.
- The quality of the documentation received will also be a factor.

The IIHF intends to invite presentations by, and hold subsequent negotiations with, relevant Bidders as soon as reasonable practicable and in any event in accordance with such timetable as the IIHF may establish in relation thereto. The IIHF reserves the right to modify the list of Bidders at any time. Bidders should note that any negotiations will only be undertaken on the basis of IIHF's standard documentation.

Following the finalization of a CRA, each relevant Bidder shall deliver to the IIHF on or before a date to be determined by the IIHF, not less than two (2) original versions of the applicable CRAs duly executed by the applicable Bidder.

4.3.7 Indicative Timetable

An indicative time table is set out below for information purposes only and is subject to change by the IIHF at any time.



Date	Step
13-11-2009	Last Date

The Bidders are requested to provisionally reserve dates and to ensure the availability of all necessary persons to participate in the ITT process. Bidders may, if invited, be required to present their Bid at the IIHF office in Zurich, Switzerland. The venue and time of any negotiations will be notified by the IIHF upon selection.

Appointment Subject to Contract

The IIHF may select the successful Bidder based on the negotiations and its evaluation of the Investor's Agreement received.

No Investor's Agreement shall be binding on the IIHF until such agreement has, at its absolute discretion, been accepted and fully executed by the IIHF.

The IIHF reserves the right at any time, without stating reasons, to withdraw from negotiations and/or not to execute any or all of the executed Investor's Agreement submitted by the Bidders.

Bidders who are unsuccessful will be informed by the IIHF without any obligation to give reason for making any selection or rejection.

ITT LEGAL PROVISIONS

By agreeing to receive and/or responding to this ITT, each recipient and/or Bidder expressly accepts the terms and conditions set out below.

5.1 No Grant of Rights

This ITT does not, and is not intended to, constitute a contract or an offer. Nothing in this ITT or in any materials provided by the IIHF, either with this ITT or during the ITT process, shall be construed as a grant (or an offer, agreement or an obligation to grant) by the IIHF of any license assignment or any other right in or to any Intellectual Property Rights which are the property of the IIHF or licensed to the IIHF by third parties, or an appointment of or any obligation or agreement to appoint any Bidders as IIHF Agents.

5.2 Right to modify the ITT

The IIHF reserves the right in its absolute discretion at any time to:

- Withdraw or modify this ITT in whole or in part (including any of the rights, which are the subject of this ITT and/or the terms and conditions of this ITT);
- Launch an additional or modified tender process; and/or
- Withdraw from any negotiations in respect of any Bid

5.3 No obligations

Save for the obligations of confidentiality set out in Section 5.7 below, the IIHF neither accepts nor assumes any obligation under or in connection with this ITT. In particular the IIHF is not under any obligation to accept the highest Bid (in financial terms or otherwise) nor indeed any Bid.

5.4 Sole Right of Determination

Bidders maybe rejected and/or asked to resubmit any Bid which fails to meet the requirements of the IIHF.

No reason has to be given for any rejection or of any decision made in connection with this ITT or bidding process. The IIHF shall have the sole right to determine whether or not any negotiations are conducted and to determine the basis, period and method of negotiations.

5.5 Further Applicable Terms

The information contained in the body of this ITT is in summary form only and does not purport to set out complete descriptions of:

- The Investors appointment and obligations which are subject of the ITT
- The arrangements relating to the Rights; or
- The contractual terms subject to which the Investor appointment will be made.

The full details of such matters and the complete basis upon which the successful Qualified Investor will be appointed will be set out in the Investor Agreement.

5.6 No Representations or Warranties

The IIHF neither makes nor gives any representation, warranty or promise as to the accuracy, adequacy or completeness of the information contained in the body of the ITT or within any subsequent clarifications made or further or supporting materials provided nor that the use of such information will not infringe upon the rights of any third party.



Furthermore, the IIHF accepts no responsibility for any loss, damage, liability or expense that may be suffered or incurred through the use of or any reliance upon such information.

All terms, conditions warranties and representations in any of these regards, whether express or implied (by statute or otherwise) are hereby excluded.

The IIHF shall not be responsible for any loss, damage liability or expense that maybe suffered or incurred in relation to the bidding process and/or subsequent negotiations.

5.7 Confidentiality

The IIHF agrees that any information of actual confidential nature (and marked as such) included within the Bids received (including financial information) will be kept confidential and will not be disclosed to any third party other than IIHF advisors.

No prospective Bidder is entitled to make any announcement relating directly or indirectly to this ITT and in particular to its Bid, or any acceptance or rejection thereof. Each acknowledges and agrees that the IIHF shall have the sole right to make any announcement in relation to the ITT, and the selection of the successful Bidder.

5.8 Own Costs

Each Bidder is responsible for all costs, expenses and liabilities incurred by it or by any third party who assists the Bidder in the preparation of its bid and in any subsequent stage of the bidding process (including in any negotiations with the IIHF) following submission of its Bid (whether or not an agreement is entered into with such Bidder) In the event that any translation into other languages of documentation (including final execution version of an agreement) are required, the cost of preparation of such translation shall be borne by the Bidder. The IIHF will not in any circumstances be liable for any such costs, expenses or liabilities.

5.9 Intellectual Property

All Rights, title and interests (including but not limited to copyright) in and to this ITT and any materials provided by the IIHF to any Bidder or prospective Bidder is and shall remain the exclusive property of the IIHF.

Once the IIHF received a Bid Document it shall become the physical property of the IIHF. Irrespective of whether any Bid is successful or not, the IIHF shall be freely entitled to use (free from any payment or restriction) all ideas, concepts, proposals, recommendations or other materials (save for trademarks and third party copyright materials) contained in such Bid or otherwise communicated to the IIHF during the Bid process. The Bidder waives and shall not make any claim against the IIHF in respect of any use made by the IIHF of any intellectual property or other similar rights relating to the ideas, concepts or any other materials (save for any trade marks or third party copyright materials) contained in its Bid Documents.

The IIHF will further own all materials (including but not limited to presentations, sales materials and other documents) produced by a successful Qualified Agency in the course of the performance of their applicable CRA. Unconditional assignments of Intellectual Property Rights in favor of the IIHF free of charge will be required under the relevant CRA.



5.10 Definitions

Capitalized terms and conditions and expressions in this ITT, unless expressly defined, have the respective meanings set out in the CRA.

References in this ITT to, “**Appendix**” refer to appendices of the ITT. References to “include” and “including” shall be construed as being illustrative and without limiting the matter to which such term relates.

5.11 Governing Law

This ITT and any related documentation, correspondence and any agreement entered into between the IIHF and any Bidder shall be governed by, and construed in accordance with, the laws of Switzerland. Any and all disputes arising in relation to this ITT or the bidding process shall be submitted to the exclusive jurisdiction of the courts in Zurich, Switzerland.



APPENDIX 1: DETAILS OF BIDDER AND BID

The following information must be provided by each Bidder in the general order and format set out below:

a) Corporate Information

(i)	Full Corporate Name of Bidder	
(ii)	Address, telephone number and fax number of registered office and principal place of business, if different	Address: Tel: Fax: Website:
(iii)	Country of incorporation and company registration number and legal status	Reg. No. Legal Status:
(iv)	Contact details of Bidder nominated contact person	Name: Address: Tel: Fax: e-mail:
(v)	Type of business activity	
(vi)	Composition of board of directors	
(vii)	Corporate structure chart showing the ultimate holding company and all group companies (including ownership structure of all group companies and shareholdings in ultimate holding company)	

Corporate Financial Information

(viii)	Evidence satisfactory to the IIHF of the Bidder's financial standing and creditworthiness including bank credit rating.	To be Attached
(ix)	Satisfactory evidence of the Bidder's ability to meet the proposed payment obligations.	To be Attached

Relevant Experience and Track Record

(x)	Details of the Bidder's experience and expertise:	To be Attached
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b) Investor's Legal Structure and Project Organisation

(xi)	Legal Structure including Project Organisation	To be Attached
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c) Agency

Details concerning the choice of Agencies including a Plan with respect to Commercial Rights and Operations		
(xii)	The Marketing and Operational plan	To be Attached

d) Financial Commitment

(xiii)	Details of Financial Commitments	To be Attached
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e) Applicable Law

Information required to be provided is in respect of compliance of the Bid proposals set out therein with relevant applicable laws.		
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The Bidder hereby warrants and represents to the IIHF that:

- ***the information contained in and/or attached to this Bid is not false or otherwise misleading; and***
- ***if, following submission of this Bid, there is any change in circumstances which may render such information false or otherwise misleading or otherwise adversely affect such information, it will promptly notify IIHF in writing setting out the relevant details in full***

Submitted by **[Bidder]** acting by its authorised representative(s) and with the acceptance of all stated terms and conditions of the ITT:

Signature

Name

Title



APPENDIX 2: FORECAST BUDGETING

Budget is Related to Competition Format of 16 teams and the Settlement Agreement with the Leagues

CHL Cost Breakdown in €	Y1	Y2	Y3	Y4	Y5
Direct Cost Budget (Agency&IIHF) t.b.a					
Prize Money t.b.a.					
Project total cost: t.b.a.					

CHL Estimated Revenue Breakdown €	Y1	Y2	Y3	Y4	Y5
Sponsoring					
Supplier					
Licensing					
TV Rights					
Internet / Other Technology					
		-	-	-	-
Actual Total Revenue					
Total Costs					
Difference	-				