

7 June 2023

Dear Sir / Madam,

# Tender Reference No. HKTOEM/2023/005 Invitation to Tender for the Host Broadcaster for the Prudential Hong Kong Tennis Open 2023

You are invited to submit a tender for the Host Broadcaster for the Prudential Hong Kong Tennis Open 2023 ("Event") as specified in the tender documents.

- Your tender proposal should be submitted, in copies specified in the tender, in two separate sealed envelopes with labels as specified in paragraph 2 below, no later than 12:00 noon on 21 June 2023 (Hong Kong time) into the tender box located at the office of Hong Kong Tennis Open Event Management Limited ("HKTOEM") Room 1021, 1 Stadium Path, So Kon Po, Causeway Bay, Hong Kong. Tenders submitted after the above time or tenders deposited at a place other than that stated above will NOT be considered.
- 2. The labels for the two sealed envelopes shall be specified as follows:
  - a. Label with "**Technical Proposal** for Host Broadcaster for the Prudential Hong Kong Tennis Open 2023"
  - b. Label with "**Fee Proposal** for Host Broadcaster for the Prudential Hong Kong Tennis Open 2023"

Please note that the envelope labelled with "Technical Proposal" shall **NOT** include any pricing details. Failure to do so will render the tender null and void.

- 3. The tenderer shall provide the completed "Company information" as provided in Annex 3 of the tender invitation, containing basic information of the interested tenderer.
- 4. In the event Typhoon Signal No. 8 (or above) or Black Rainstorm Warning is still hoisted at 9:00 a.m. on the tender closing date, the closing time will be automatically postponed to 12:00 noon of the next working day.



- 5. Neither HKTOEM nor any of its related party is bound to accept any proposal it may receive.
- 6. It should be noted that HKTOEM will not be responsible for the reimbursement of any cost incurred by you for the preparation of the submission.
- 7. An interview session may be arranged in the final week of June / early July 2023 at HKTOEM office. HKTOEM will inform the shortlisted tenderers the details of the interview schedule after the tender closes on 21 June 2023.
- 8. All tender documents can be downloaded from the Hong Kong Tennis Association (HKTA) website: <a href="http://www.tennishk.org/en/about-us/tender-information">http://www.tennishk.org/en/about-us/tender-information</a>.
- 9. For queries regarding this tender invitation and/or tender process, please contact Ms. Edith LUN at 2504 8266 or via email: <a href="mailto:procurement.hkto@tennishk.org">procurement.hkto@tennishk.org</a>.

Yours sincerely,

Chris Lai

Chief Executive Officer

Encl.



# Tender Reference No. HKTOEM/2023/005 Invitation to Tender for the Host Broadcaster for the Prudential Hong Kong Tennis Open 2023

Please adhere the following labels on separate sealed envelopes of your submitted tender.

"Confidential"

Technical Proposal Hong Kong Tennis Open Event Management Limited						
	The Tender Box					
	Room 1021, 1 Stadium Path,					
	So Kon Po, Causeway Bay, Hong Kong					
	Ref: No.: <u>HKTOEM/2023/005</u>					
	Host Broadcaster for the Prudential Hong Kong Tennis Open 2023					
Name of Tenderer:						
"Confidential"						
Fee Proposal	Hong Kong Tennis Open Event Management Limited					
	The Tender Box					
	The Tender Box					
	The Tender Box Room 1021, 1 Stadium Path, So Kon Po, Causeway Bay, Hong Kong					
	The Tender Box Room 1021, 1 Stadium Path, So Kon Po, Causeway Bay, Hong Kong  Ref: No.: <u>HKTOEM/2023/005</u>					
	The Tender Box Room 1021, 1 Stadium Path, So Kon Po, Causeway Bay, Hong Kong					
Name of Tondoror	The Tender Box Room 1021, 1 Stadium Path, So Kon Po, Causeway Bay, Hong Kong  Ref: No.: <u>HKTOEM/2023/005</u>					
Name of Tenderer:	The Tender Box Room 1021, 1 Stadium Path, So Kon Po, Causeway Bay, Hong Kong  Ref: No.: <u>HKTOEM/2023/005</u>					
Name of Tenderer:	The Tender Box Room 1021, 1 Stadium Path, So Kon Po, Causeway Bay, Hong Kong  Ref: No.: <u>HKTOEM/2023/005</u>					



# Tender Documents for Host Broadcaster for the Prudential Hong Kong Tennis Open 2023

#### **Employer**

Hong Kong Tennis Open Event Management Ltd ("HKTOEM"), a subsidiary of Hong Kong, ChinaTennis Association

Room 1021,

1 Stadium Path, So Kon Po,

Causeway Bay,

Hong Kong

June 2023



#### 1. Introduction

With the intention to build the status of Hong Kong as an international city and events hub, HKSAR acquired from the Women's Tennis Association (WTA), the international governing body of women's tennis professionals, an international series license to enable Hong Kong to run a professional sports tournament annually since 2014. Hong Kong, China Tennis Association has been granted ownership of the Event to organise the Event

Hong Kong Tennis Open Event Management Limited ("HKTOEM"), a subsidiary of the Hong Kong, China Tennis Association ("HKCTA"), has thus been established to own and organise the Hong Kong Tennis Open ("PHKTO", the "Tournament" or the "Event"). Since its inaugural tournament in 2014, PHKTO has been receiving its operating funding primarily through the support of HKSAR Government, its title sponsor, Prudential Hong Kong Limited, and various co-sponsors. The Event has become a key sporting event known by Hong Kong citizens as well as internationally renowned.

The Tournament will be held at Victoria Park Tennis Stadium, Causeway Bay from **7-15 October 2023** with total prize money of US\$250,000. It is part of the WTA Autumn Asian Swing which culminates at the season ending WTA Finals.

#### 2. The 2023 Tournament

The Tournament will be staging its 6<sup>th</sup> edition in 2023, and first since its 2018 edition which was awarded 'WTA International Tournament of the Year,' beating out 32 other events in the same tier globally. The Tournament is positioned as a lifestyle and sporting event that is community focused, health-conscious, action packed and sustainable, while showcasing some of the world's best women's tennis players.

The focus of this year's event is the celebration of the return of PHKTO after five years and Hong Kong's return to the forefront of the world stage. It will have a vibrant party/carnival theme to encourage everyone in the community to get involved either by watching the matches or visiting the activity-filled Tournament Village. The key aim is to leverage the Event to promote tennis to all in a fun and engaging way, delivering an even more spectacular event than its last award-winning edition.

Similar to previous editions, the Tournament will be held at the Victoria Park Tennis Stadium, in which the main stadium and two additional show courts will be used to play matches, as well as courts allocated as practice courts. Matches to be held at the Centre Court will be free of charge for the period from 7-9 October with paid ticketing starting from 10–15 October 2023, and houses a maximum of 3,600 spectators. Matches held at the two show courts for the first few days will be free for admission and both courts together can house 500 – 600 spectators. (See rough floor plan below)

Apart from the core tournament activities at the stadium, the Tournament Village will be built adjacent to



the stadium which will provide food, beverages, activities and entertainment to ticket holders and the general public, with a separate marquee for VIP/Hospitality guests. Admission to this entertainment zone is free. The Village will embrace the party/carnival theme with performances and live entertainment during the tournament week. The intimate location of the Village, just steps away from the Centre Court stadium will provide the tournament with a more convenient and connected guest and fan experience.



- 1 Centre Court
- 2 Show Courts
- 3 Tournament Village and VIP/Hospitality Marquee
- 4 Practice Courts

The tentative tournament schedule is as follows:

7 October (Saturday) – 8 October (Sunday) Singles Qualifying (24 draw – 18 matches)

9 October (Monday) – 15 October (Sunday) Singles Main Draw (32 draw – 31 matches)

9 October (Monday) – 15 October (Sunday) Doubles Main Draw (16 draw – 15 matches)

Matches for Main Draw are likely to be played between 2pm and 11pm with details to be finalized.

	Monday Tuesday		Wednesday	Thursday	Friday	Saturday	Sunday	
STARTING TIME	3 pm	3 pm	3 pm	3 pm	2 pm	2 pm	2 pm	
No. of Singles Matches	8	8	4	4	4	2	1	
No. of Doubles Matches	2	2	4	3	2	1	1	
Total No. of Matches	10	10	8	7	6	3	2	
No. of courts to be used	3	3	2	2	2	1	1	

For more information about the tournament and the schedule of play for last year, please visit the official website: http://www.hktennisopen.hk.



#### 3. Our Value Proposition

PHKTO's long-term goal is to continuously promote tennis to Hong Kong people through staging a professional tournament in the city as a symbolic event whilst also engaging the community in a mass-public event that encourages the adoption of an active and healthy lifestyle to all. Through a series of PHKTO related activities and the tournament itself, we aim to increase people's interest and awareness towards tennis as a healthy lifestyle option, thus increasing our spectator fan base and ultimately develop grassroots and even professional players in the community.

#### 4. Target Audience

The key target audience includes the following:

- <u>4.1 Primary target</u>: spectators who buy tickets to watch the tournament. They are likely amateur players participating in tennis in various private clubs and sports clubs, or sports enthusiasts. Mostly in the age range of 30 65.
- <u>4.2 Secondary target</u>: General public, focusing on young families. The tournament village is open to all. We aim to encourage parents to bring along children (aged 3 15) and promote healthy outdoor activities to primary / secondary school students.

#### 5. Purpose of the Tender

The purpose of the Tender is to solicit proposals to establish a contract with a qualified Television Broadcasting Company ("Company" / "Host Broadcaster") that will be awarded the Tournament's broadcasting rights for the Hong Kong Special Administrative Region and undertake the full host broadcasting production of the Tournament. This tender document sets out the requirements and selection criteria to be used.

#### 6. Tender and Proposal Contents

Tender and proposal submitted should include the following:

- a. Company's background and its staffing & resources
- b. Whether Company can fulfill all contractual obligations of HKCTA/HKTOEM to the WTA, under which HKTA must participate in the official WTA international media rights pool ("Media Pool"), and all items marked as "mandatory" in Section 8. (Any alteration will need approval from related parties);
- c. Details of telecast coverage, including the telecast channels and schedules. As a Government



funded event, it is highly desirable to include coverage on at least one free-to-air channel. HKTOEM aims to reach the widest audience possible and promote tennis to the public so the more broadcast channels that can be provided (both pay channels and free-to-air), the better.

- d. Details of promotional support for the events before, during and after the matches;
- e. Estimation of TV viewership based on the proposed telecast coverage and promotional support;
- f. Sales package (as a separate item in the Fee Proposal) in carrying the name of the title sponsor as well as TV advertisement for promotion of the events should be included. Options should be given for different ranges of TV promotional budgets;
- g. Company's broadcast rating of the provisional live broadcast time slots in normal days;
- h. Proposal of an agreement term for 1, 2 or 3 years is welcomed, but not obligatory.

#### 7. Entitlements as Host Broadcaster

Company will have the following entitlements:

- a. Designated as the "Official Host Broadcaster" of the Tournament;
- b. The right to advertise its status as the "Official Host Broadcaster" of the Tournament;
- c. The right to use tournament logos in its advertising and promotional materials in connection with the Tournament;
- d. Company name and/or logos in promotional activities/materials, including official website and social media:
- e. Company can request for other brand exposure opportunities and/or free complimentary tickets as a barter deal for reduction in production cost. Please indicate any such proposal in your Fee Proposal.

#### 8. Detailed Scope of Works

Company should include the following table in their Technical Proposal indicating whether the below requirements can be fulfilled or not:

Requirements	Mandatory?	Fulfilled?
	(Y/N)	(Y/N)
a. Meet with the minimum broadcast requirements for international	Υ	
tournaments as required by WTA as mentioned in Section XVIII.E –		
International Media Rights Pools and Section XVIII.F – WTA		
Television Broadcast Standards of the WTA rulebook 2023, which		
are attached as Annex 4 for your reference.		



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- Production of all main draw singles and all doubles matches.		
- Production of minimum of ten (10) World Feed Matches,		
including the four (4) singles quarterfinal, two (2) singles		
semifinal, and singles final matches. All other main draw		
singles Matches and doubles matches not designated for the		
World Feed must be produced in accordance with the Minimum		
Production Requirements in the table in Section XVIII.F.1.f.		
- Note the ten World Feed matches are the minimum mandatory		
requirement for <u>live coverage</u> , and HKTOEM requires all main		
draw singles & doubles matches to be produced to better		
promote tennis in the region. Non-World Feed required		
matches can be broadcast as delayed live, live streaming or on		
other channels as suggested by the Host Broadcaster.		
- All Produced Matches must be fully produced (excluding		
graphics and commentary) and delivered to the WTA (or its		
designees) on site.		
- All produced matches must be broadcast or streamed in their		
entirety and any commercial breaks should not exceed the 90		
seconds breaks between change of ends or the length of		
breaks in between matches.		
b. Production of three (3) match courts:	Y	
- Centre Court – Full Production as per WTA Television Broadcast		
Standards with a minimum of five (5) cameras and a minimum of		
twelve (12) audio microphones in the production of matches.		
Please refer to Section XVIII.F.3 for exact camera positions and		
other mandatory technical requirements such as equipment		
specifications.		
- Show Courts 1 & 2– Three (3) Cameras or above Production with		
a minimum of six (6) audio microphones, suitable for basic TV		
broadcast and quality live streaming and in accordance with WTA		
Television Broadcast Standards.		
- Broadcast signal: Host Broadcaster shall produce a broadcast		
signal in High Definition (HD), which should be filmed and		
produced in a 14x9 (graphics/title safe) aspect ratio.		
c. With respect to the inclusion of Host Broadcaster commentary	Y	
language in the Clean Feed for broadcast use, if English is the Host		
Broadcaster language, Host Broadcaster must clear any applicable		



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contractual restrictions at its expense (i.e. consents, residuals, etc.);		
however, for commentary in all other languages, the Host		
Broadcaster shall only be required to clear the commentary for		
broadcast use if requested by the WTA.		
d. The Host Broadcaster must fulfil all the requirements as listed out in	Y	
Section XVIII.F.2 – Host Broadcaster's Responsibilities (please refer		
to Annex 4).		
e. The Host Broadcaster must fulfil all the requirements as listed out in	Y	
Section XVIII.F.3 – Technical Requirements (please refer to Annex		
4).		
f. The Host Broadcaster shall provide the WTA (or its designees) with	Y	
USB3 external hard drives containing one (1) clean recording of		
each semifinal and final round singles Match that the Host		
Broadcaster produced for broadcast within one (1) hour after the		
completion of each such Match. If future license agreements		
require the WTA to provide additional recordings of first round		
through quarterfinal round Matches, the Host Broadcaster shall		
provide such recordings to the WTA (or its designees) at no cost to		
the WTA (or its designees).		
g. Production and Access of Feeds: The Host Broadcaster shall, at	Y	
no cost to the WTA (or its designees), produce a Clean Feed for all		
Produced Matches and provide the WTA (and its designees) with		
access to the Clean Feed and the back-up feed for the Clean Feed		
(total of at least two (2) feeds for every produced court).		
At no cost to the WTA (or its designees), the Host Broadcaster		
must provide all necessary cabling to deliver the Clean Feed (and		
a back-up of the Clean Feed) to the on-site Graphics Office.		
The Clean Feed must be the primary source for all subsequent		
feeds. Any Host Broadcaster Feed must be augmented		
downstream of the Clean Feed.		
h. Camera Plan: The Tournament's Host Broadcaster must provide	Y	
the WTA with a camera plan showing the location of the cameras		
on all production courts at least thirty (30) days prior to the start of		
the Main Draw.		
i. To the extent available, the Host Broadcaster shall provide the WTA	Υ	
·		1



with the ratings and broadcast schedule of the Produced Matches selected by the WTA (or its designees) for broadcast in the Domestic Area (Section XIII.F.5).		
A detailed ratings and coverage report shall be submitted to HKTOEM within 7 days after the completion of the event. The report must indicate the geographics / time / rating per match and clearly list the rating of all channels, lead ins, promotions, 3-mins highlights, and relevant editorial platforms.		
j. Electronic line-calling system: The tournament will use an electronic line-calling system such as Hawk-Eye or FoxTenn as an officiating aid, and as a piece of sponsor branded tournament inventory. At this moment of tender issuance, the system provider has not yet been confirmed. The Host Broadcaster may be requested that, subject to local broadcast regulations, such sponsor branding is to be broadcasted and not to be edited, covered, nor blurred out. Please indicate in the Fee Proposal as an option with the production cost for cases with and without such sponsor logo for potential cost reduction.	Y	
k. Host Broadcaster shall include logos of WTA, Title Sponsor and BrandHK signature (if any specific logos) as required by Tournament in the broadcast.	Υ	
I. Host Broadcaster shall produce 3-minute highlights package each day (from 9-15 October 2023) of the Tournament (which includes the best shots of the day) and incorporate it into the international TV signal. Host Broadcaster shall also prepare two USB flash drives of such highlights package and immediately following the conclusion of each event day provide to HKTOEM such flash drives.	Y	
m. As the Tournament receives funding from the Hong Kong Government, Host Broadcaster shall, upon request by HKTOEM, include footage/snippets promoting Hong Kong in all broadcasts of the Tournament. For the avoidance of doubt, all such footage/snippets promoting Hong Kong shall be provided by HKTOEM at no additional cost and provided that the exposure will not affect the live coverage.	Y	



n. Host Broadcaster shall film and produce lead-in programmes to promote the Tournament. Please provide the no. of lead-in programmes to be produced and telecast schedule in the Technical Proposal. Relevant rating reports need to be provided post event	Y	
o. Host Broadcaster shall produce tournament video of all produced matches in USB flash drive / DVD format based on the television coverage and deliver to HKTOEM.	Y	
p. Host Broadcaster shall produce and provide on-air promotions in selected sports channels prior to the Tournament.	Y	
q. Host Broadcaster shall film other non-match activities during Tournament period, including Tournament Village, marquee player photo shoots and tennis clinic as well as selected players' interviews.	Y	
<ul> <li>r. Other production requirements in related to the event: <ul> <li>Shooting of pre-event activities including one press conference to be held by HKTOEM with schedules to be provided;</li> <li>Shooting of non-match activities at the Tournament Village during the Tournament period as when required, e.g. when players and/or celebrities visit the Village or when special activities occur. HKTOEM shall provide notice well in advance to the Host Broadcaster for shooting;</li> <li>Supporting the rehearsal of prize presentation to make sure the ceremony run smoothly when telecast.</li> <li>Facebook live for Press Conference, Draw Ceremony and 5-minute highlights of the day, etc.</li> </ul> </li> <li>s. Public relations/editorial support pre-tournament: Host Broadcaster is encouraged to provide public relations and/or editorial support for the event pre-tournament through the leveraging of their channels. This is not limited to sports programming, but could be</li> </ul>	N	
through news/finance content, for example the arrangement of interviews with key stakeholders to promote the event.		
t. Celebrities / artists support: to promote the event to locals as well as overseas visitors, the Host Broadcaster is encouraged to arrange celebrities/artist support at no cost/low cost. Ideally the celebrities/artists would support our media events, for example player announcement press conference, draw ceremony, opening	N	



ceremony (if any), a CSR event or additional performance or	
activities, including supporting the event's social media campaign.	

Please note: All equipment, food and travel costs will be paid by the Company.

Please note: Company should refer to WTA guidelines for more information.

#### 9. Broadcast Rights

- a. Subject to the Match Distribution and Rights and Obligations set out in Section XVIII.E International Media Rights Pools and Section XVIII.F – WTA Television Broadcast Standards of the WTA rulebook 2023, HKTOEM will grant the Company the sole and exclusive right to record, broadcast and distribute the event throughout the Hong Kong Special Administrative Region. Any exception to these rights will only be permitted if mutually agreed between HKTOEM and the Company. Please refer to sections in the WTA rulebook listed above for reference.
- b. HKTOEM retains the copyrights of all recordings and footage of the Tournament, including the use of such recordings and footage in the website and social media channels of HKTA, HKTOEM and the Government of the HKSAR.

#### 10. Tender Selection Criteria

The selection of the winning proposal will be based on the respective applicants' score out of 100 for the following areas:

Price:	40%
Broadcast Coverage	20%
Promotional Support	20%
Experience with Sport Events	20%

The criteria that will be used to assess the Broadcast Coverage will be as follows:

- a) Coverage of proposed channels for live and delayed live matches among applicants
- b) Coverage of proposed channels for live and delayed live matches compared to previous HKTO years' coverage or relevant major tournaments

The criteria that will be used to assess the Promotional Support will be as follows:

- a) Overall promotional support for the Hong Kong Tennis Open among applicants
- b) Promotional support to increase awareness of Hong Kong Tennis Open



The criteria that will be used to assess the Experience with Sport Events will be as follows:

- a) Any proven experience in the production of similar large scale sports events in driving awareness and spectators
- b) Any proven experience in broadcasting similar large scale sports events

#### 11. Others

#### a. Offering Gratuities

- i) Company shall not, and shall procure that his employees, agents and sub-contractors shall not, offer an advantage as defined in the Prevention of Bribery Ordinance, (Cap 201) in connection with the tendering and execution of the Host Broadcaster contract.
- ii) Failure to so procure or any act of offering advantage referred to in (i) above committed by Company or by an employee, agent or sub-contractor of the tenderer shall, without affecting the Company's liability for such failure and act, will result in its tender being invalidated.

#### iii) Anti-Collusion

- i) Company shall not communicate to any person or entity other than HKTA and HKTOEM the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process. Any breach of or noncompliance with this sub-clause by Company shall, without affecting the Company's liability for such breach of rules and laws or non-compliance, invalidate the tender.
- ii) Sub-clause (i) of this Clause shall have no application to the Company's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with his consultants / sub-contractors to solicit their assistance in preparation of tender submission.
- iii) Company shall submit to HKTOEM a duly signed warranty in the form set out in Annex 2 to the effect that he understands and will abide by these clauses. The warranty shall be signed by a person authorized to sign the contract on Company's behalf.
- iv) Any breach of any of the representations and/or warranties by Company may prejudice Company's future standing as a HKTA and its affiliate's contractor.



#### c. License

- i) Host Broadcaster shall secure and pay for any such licenses and comply fully with any and all applicable laws, ordinances and regulations for the services provided under the Host Broadcaster agreement;
- ii) Host Broadcaster shall be liable to all damage to any property in the event venue arising from the provision of services under this tender due to the negligence of the Host Broadcaster or its employees.

#### d. Insurance

- i) Host Broadcaster shall take out and maintain adequate public liability insurance with a reputable insurance company to cover all of its liabilities under ordinances, statue or at common law in respect of personal injury to or death of any person and loss of damage to property, whether real or personal, as a result of the provision of the services under the Host Broadcaster agreement with a minimum limit of HK\$50 Million per incident.
- ii) Host Broadcaster shall take out and maintain Employee's Compensation Insurance to cover all of its liabilities under the ordinance, statute or at common law for all persons employed by the Host Broadcaster in the provision of services under the Host Broadcaster agreement.

#### 12. Expression of Interest

Company shall submit to the Hong Kong Tennis Open Event Management Limited, in the Technical Proposal, a duly signed Expression of Interest in the form set out in Annex 1 to confirm that the information provided in all the submitted documents are true, complete, accurate and not misleading.

#### 13. Terms & Conditions

All tender applications satisfying the requirements of this request for proposals will be evaluated to establish which of the applicants' proposals would best fulfill the needs of HKTOEM and the Event. This tender document, however, does not commit the HKTA nor HKTOEM to award a contract for the goods and/or services offered or to pay any costs incurred in the preparation of the tender application. HKTOEM reserves the right to accept or reject any or all tender applications received as a result of this tender document, to negotiate with all qualified tenderers or to cancel this tender, if it is in the best interests of the HKTOEM to do so. The decision of HKTOEM shall be final.



# Annex 1: Expression of Interest (Please attach to the <u>Technical Proposal</u>.)

	wishes to register interest and apply to be a
(insert name of organisation)	
	ennis Open 2023. I confirm that the information uments are true, complete, accurate and no
Signed:	
Print Name:	
Title:	
Date:	



#### Annex 2 - Warranty (Please attach to the Technical Proposal.)

To: Hong Kong Tennis Open Event Management Limited

Dear Sir/Madam,

### Warranty

- 1. By submitting a proposal, the applicant represents and warrants that in relation to the proposal for Host Broadcaster for the Prudential Hong Kong Tennis Open 2023,
  - it has not communicated and will not communicate to any person or entity other than the Hong Kong Tennis Association and Hong Kong Tennis Open Event Management Limited the amount of any proposed price;
  - ii. it has not fixed or will not fix the amount of any proposed price by arrangement with any person;
  - iii. it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a proposal; and
  - iv. it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the request for proposal process.
- 2. In the event that the applicant is in breach of any of the representations and/or warranties in Clause (1) above, Hong Kong Tennis Open Event Management Limited shall be entitled to, without compensation to any person or liability on the part of the Hong Kong Tennis Association and Hong Kong Tennis Open Event Management:
  - i. reject the proposal submitted;
  - ii. if the Hong Kong Tennis Open Event Management Limited has accepted the proposal, withdraw its acceptance of the proposal; and
  - iii. if the Hong Kong Tennis Open Event Management Limited has entered into the contract with the applicant, terminate the contract.
- 3. The applicant shall indemnify and keep indemnified the Hong Kong Tennis Association and Hong Kong Tennis Open Event Management Limited against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Clause (1) above.
- 4. Clause (1) shall have no application to the applicant's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the proposed price, or



with its professional advisers, and consultants or sub-contractors to solicit their assistance in preparation of proposal submission. For the avoidance of doubt, the making of a bid by a bidder to the Hong Kong Tennis Open Event Management Limited in public during an auction will not by itself be regarded as a breach of the representation and warranty in Clause (1)(i) above.

5. The rights of the Hong Kong Tennis Open Event Management Limited under Clauses (2) to (4) above are in addition to and without prejudice to any other rights or remedies available to it against the applicant.

Authorized Signature & Company Chop:
Name of Person Authorized to Sign (in Block Letters):
Name of Applicant in English (in Block Letters):
Date:



# Annex 3: Company Information (Please attach to the <u>Technical Proposal</u>.)

1	Name of Comp	oany	(English)	:					
			(Chinese)	: :					
2	Registered Off	iice							
_	registered On	100	·						
	Destal Address	_							
	Postal Address		:						
	(If different from	n above)							
3	Web-site		:						
4	Business Regi	stration Cert	ificate No.	.:					
	(Please attach								_
5	Date of Comm	nence of Rus	siness						
0	Date of Comm	icrioc or Buc	JI 1000	•					
6	Contact Person	on							
	(a) Na					:			
	(b) Titl	e & Departn	nent			:			
		ect line							
	,					·			
	(d) Em	nail address				:			
	Signed for an	d on behalf	of the Co	mpany	:				
	Signature and	Company C	hop	: _			_		
	Name in Block	Letters		: _			 _		
	Position			: _			_		
	Date			: <u> </u>			_		

# Annex 4

WTA Rulebook 2023
Sections XVIII.E and XVIII.F

#### SECTION XVIII - TOURNAMENT STANDARDS OF PERFORMANCE

#### 1. Coach Seats

- Each Tournament must provide player/coach box seats in accordance with Section XVIII.A.10.b.
- b. Coaching is allowed only from the designated player/coach box.
- c. Any Player Support Team member authorized to sit in the designated player/coach box must comply with this Section XVIII.D.

#### 2. Manner of Coaching

- a. Brief verbal coaching is allowed only when a player is at the same end of the court as her designated player/coach box.
- Subtle, non-verbal coaching (defined as hand signals or gestures that do not hinder the opponent) is allowed when a player is at the same or the opposite end of the court as her designated player/coach box.
- c. A player may not approach her coach or engage in conversation with her coach other than permitted brief verbal coaching at any time, including during changeovers, set breaks, or when the opposing player takes a MTO or a toilet/change of attire break.<sup>1</sup>
- d. If a coach's verbal coaching, hand signals, or gestures begin to interrupt play or become a hindrance to the opponent(s), the Supervisor will notify the coach of the escalation prior to action being taken against the player. If the distractions persist, the player may be subject to coaching penalties and fines in accordance with Section XVII.D.4 a vii
- e. Coaches may not speak to their players when the player leaves the court for any reason (except as permitted during a rain delay).

#### E. INTERNATIONAL MEDIA RIGHTS POOL

All WTA Tournaments must participate in the official WTA international media rights pool ("Media Pool") consistent with the rights and obligations set forth in these Standards and as may be established by the Board of Directors.

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#### SECTION XVIII - TOURNAMENT STANDARDS OF PERFORMANCE

#### 1. Definitions

#### a. Additional Matches

Any Matches which (i) are not Produced Matches and (ii) are produced and delivered by the WTA (or anyone acting under its authority) for broadcast.

#### b. Clean Feed

The Clean Feed shall mean the "clean" TV video and audio signal of the Produced Matches. The audio feed shall be in stereo and shall consist of one track with natural sound (mixed without commentary) and one track with the Host Broadcaster or production partner commentary for both guide and broadcast purposes. The video feed shall be continuous without (i) commercials, Host Broadcaster promotional material, commentators "in-vision," Host Broadcaster logo, or domestic network identification; or (ii) Host Broadcaster graphics (scoring and statistical) unless otherwise requested by the WTA no later than one (1) week prior to the start of the Main Draw. The video feed shall include the ELC system if in operation at the Tournament, the rights for which must be cleared by the Tournament.

#### c. Dirty Feed

The Clean Feed augmented with the official WTA graphics.

#### d. Domestic Area

The country in which a Tournament is held unless approval has been provided in writing by the WTA for an expanded Domestic Area.

#### e. Host Broadcaster

A telecaster that has been granted all or a portion of the Tournament Media Rights in the Domestic Area by a Tournament.

#### f. Host Broadcaster Feed

The Host Broadcaster Feed is a video and audio TV signal of Matches produced by a Host Broadcaster or production partner appointed by a Tournament, (i) including the Host Broadcaster graphics (scoring and statistical) and ELC system if in operation at the Tournament; and (ii) excluding Host Broadcaster logo and domestic network identification.

Coaching during an opponent's MTO or toilet/change of attire break is being trialed in 2023.

#### SECTION XVIII - TOURNAMENT STANDARDS OF PERFORMANCE

#### g. Matches

The tennis matches from a Tournament.

#### h. Media Distribution

Any and all forms, means, or modalities of electronic or other tangible or non-tangible exhibition of audio, visual, or audiovisual content to or from any location including by any means, whether now known or hereafter developed, including cable, wire, fiber, or other fixed (permanent and temporary) forms of distribution or connectivity, any form of wireless distribution or technology, satellite, terrestrial broadcast systems and technologies. IPTV, the internet. or any other form of IP-delivery (via any connection, technology and/or device), open video systems, any and all forms of mobile telecommunications, and/or mobile broadcast technologies in any frequency band, in-flight and ship-at-sea, and any other electronic or non-tangible medium via analogue, digital, mobile, and any other forms of distribution and communication technologies, where the audio, visual, or audiovisual programming is produced, distributed, or otherwise made available in any format, resolution, or quality including 3D Technology, HDTV transmission (or any other form of enhanced transmission), Standard Definition distribution, or distribution in any other quality, code, or form for use, display, or viewing on any device in any context and made available on any basis including free or pay (including subscription and pay-per-view), encrypted or unencrypted, time-shifted, interactive, or any other means or basis. Media Distribution shall include, without limitation. viewing enhancements that allow a person watching a Match to modify the exhibition or otherwise enhance the viewing of a Match (e.g. by selecting the camera angles). In-flight and in-ship distribution shall be deemed to be distributed in the home country of the vessel that carries the Matches.

#### i. Outside Court Feeds

Feeds of Produced Matches from courts that are not designated for the World Feed by the WTA (or its designees). These matches shall be produced according to the Outside Court Running Order provided to the Tournament by the WTA (or its designees) at least sixty (60) days prior to the start of the event.

#### j. Produced Matches

All Matches that are produced by a Tournament's Host Broadcaster or production partner appointed by a Tournament at the site of the

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#### SECTION XVIII - TOURNAMENT STANDARDS OF PERFORMANCE

Tournament, which shall include (i) all main draw singles Matches; and (ii) each semifinal and final round doubles Match if a production court is available at the Tournament's standard production cost at the time such Match is played.

#### k. Television Revenues

The revenues generated by the Media Pool.

#### I. Virtual Advertising

The manipulation by computer of authentic images, either live or delayed, and the substitution of various elements of those images with the purpose of implementing advertising messages into the feed of the Matches, or the electronic insertion (as opposed to laying over) into the feed of the Matches of video images not present at the site of a Tournament, in the form of synthetic advertising boards, panels, and/or signs.

#### m. World Feed

The feed of a select number (in accordance with Section XVIII.F.1) of Produced Matches designated by the WTA (or its designees). These matches shall be produced according to the World Feed Running Order provided to the Tournament by the WTA (or its designees) at least sixty (60) days prior to the start of the event.

#### 2. Match Distribution Rights and Obligations

#### a. Tournament Media Rights

Subject to the Television Broadcast Standards in Section XVIII.F, each Tournament reserves the following rights with respect to the Matches at its event:

- Subject to Sub-section v below, the exclusive rights of transmission, distribution, and exploitation of the Host Broadcaster Feed of the Matches exercisable throughout the Domestic Area for reception by the public via any form of Media Distribution (collectively, "Tournament Media Rights").
- ii. The non-exclusive, perpetual right to (i) utilize up to five (5) minutes of footage of each Produced Match after the completion of the Match throughout the world solely for the purposes of advertising and/or promoting the WTA, the Tournament, or women's tennis; and (ii) use and permit others to use in the

#### SECTION XVIII - TOURNAMENT STANDARDS OF PERFORMANCE

Domestic Area, up to three (3) minutes of footage from each Produced Match after the completion of the Produced Match for any purpose provided that in both cases the Tournament shall not receive any consideration for such use, except that use of clips of Produced Matches in the context of sponsorship or similar arrangements where the Tournament receives consideration in respect of the arrangement taken as a whole shall not be prohibited so long as no sponsor is permitted to make use of any such clips in the context of any product or service which is produced for onward sale to a third party. Nothing herein shall prevent Tournaments from permitting their Host Broadcaster from distributing clips from its Produced Matches in the Event Domestic Area as part of a free or subscription based news service.

- iii. The right to incorporate Virtual Advertising in the broadcast exploitation of the Tournament Media Rights in the Domestic Area as long as (a) the Virtual Advertising does not negatively alter, impair, or obstruct any signage of the WTA or WTA sponsor(s), (b) the Virtual Advertising does not negatively alter, impair, or obstruct any competitive elements of a Match, including but not limited to court surface, players (including their attire and equipment), balls, net, lines and officials, or interfere with the integrity of the competitive presentation of the Match, and (c) the Clean Feed delivered to the WTA (or anyone acting under its authority) for international broadcast does not contain any such Virtual Advertising; and
- iv. The right to incorporate into the Tournament's domestic telecast, logos of the Host Broadcaster or domestic network, billboards, graphics, and other audio and visual elements consistent with professional tennis television programming, provided that no reference to a Tournament's sponsor shall be made in a manner that appears to the public that such Tournament sponsor is a WTA sponsor.
- v. Notwithstanding the foregoing exclusivity, the WTA (or anyone acting under its authority) shall at all times have the (i) right to stream the Matches worldwide on a pay basis; and (ii) the exclusive right to provide a stream of the Matches to betting service operators, provided such operators only offer access to the Matches to its customers that have an account with such operator. In the Tournament Domestic Area, such Match streaming to betting service operators may only be streamed at download speeds no greater than six hundred kilobits per second (600 Kbps) and displayed in a view having a total area of not more than 200,000 pixels.

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#### SECTION XVIII - TOURNAMENT STANDARDS OF PERFORMANCE

#### b. WTA Media Rights

- As a member of the Media Pool, each Tournament grants the WTA an exclusive, perpetual license under copyright throughout the world except for the Domestic Area to:
  - (a) Transmit, distribute, and exploit, and authorize third parties to transmit, distribute, and exploit, the Produced Matches for reception by the public via any form of Media Distribution (collectively, "WTA Media Rights");
  - (b) Exploit the WTA Media Rights to promote WTA feed graphics sponsor(s) in such capacity; and
  - (c) Incorporate the official WTA graphics (in the positions that the Media Pool approves from time to time) in the exploitation of the WTA Media Rights; provided, however, that such official WTA graphics must not negatively alter, impair, or obstruct the on-site signage of any Tournament sponsor(s).
- ii. The non-exclusive, perpetual worldwide right to exploit and permit others to exploit (a) excerpts of up to three (3) minutes per Match, anytime after the completion of the Match; and (b) up to five (5) minutes of footage of each Match to promote the WTA and/or WTA sponsors and for use by the WTA in educational programs and for internal purposes. Any revenues from the sale of highlights shall be included in Television Revenues.

#### c. Obligations

- All Produced Matches must meet the production level requirements detailed in Section XVIII.F - WTA Television Broadcast Standards.
- ii. Each Tournament shall ensure the production of a Clean Feed for all Produced Matches and shall provide the WTA (or anyone acting under its authority) with access to the Clean Feed and a redundant backup of the Clean Feed by providing the necessary cabling from the Clean Feed point of origin to the on-site Graphics Office (see Section XVIII.F.4.h.iii(c)). In addition, if the Host Broadcaster or production partner chooses to deliver the Dirty Feed from the on-site Graphics Office to the Clean Feed point of origin, the Host Broadcaster or production partner must provide all necessary cabling for such delivery. The WTA (or its designees) is responsible for the cabling necessary to carry the Dirty Feed from the on-site Graphics Office to the on-site

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transmission point; provided, however, that each Tournament shall introduce the WTA (or its designees) to its facilities provider so that the WTA (or its designees) may contract directly with such facilities provider for such cabling.

- iii. All Produced Matches must be made available to the WTA (or anyone acting under its authority) at no cost, including the redundant backup of the Clean Feed.
- iv. All necessary measures, including geo-blocking technology, must be employed to assure that each audiovisual media service is only capable of being received in the applicable territories and is not capable of being received by reception devices outside such territories.
- The WTA and each Tournament shall promote the domestic and international television and online broadcast schedules on their respective websites.

#### 3. Overspill

The natural and incidental reception of broadcast and streaming transmissions from either the WTA or its licensees within the Domestic Area or a Tournament or its licensees outside of the Domestic Area will not (a) constitute a violation of these Standards as long as there is no marketing, promotion, advertising, or support of such Overspill, or (b) give rise to any additional payments by the WTA to a Tournament or any damages, remedies, setoff rights, or holdback rights.

#### 4. Match Schedule

- a. At least 120 days before the commencement of a Tournament, the Tournament shall provide the WTA (and its designees) with a preliminary outline of the times of the Produced Matches, which outline may change.
- b. Not less than sixty (60) days prior to the commencement of a Tournament, the Tournament shall provide the WTA (and its designees) with a final outline of the times of the Produced Matches and the name and telephone number of the production coordinator of the Host Broadcaster.
- c. The WTA (or its designees) must be advised immediately of any scheduling change that affects the Produced Matches.

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#### 5. Per Match Fees

- a. If a Tournament fails to make available to the WTA (or its designees) a Clean Feed (other than failure pursuant to sub-Section c below), the Covered Tournament shall pay a per match fee of up to \$100,000 (the "Per Match Fee") for each Match for which the relevant feed was not made available.
- b. If a Tournament fails to make available to the WTA (or its designees) a Clean Feed materially in accordance with Section XVIII.F Television Broadcast Standards, for any Produced Match (other than failure pursuant to sub-Section c below), the Tournament shall pay the Per Match Fee for each feed that is not materially in accordance with the Television Broadcast Standards.
- c. If one or more of the Produced Matches are (i) cancelled or not completed due to a weather-related or other incident (such as a rainout, blackout, player strike, player labor action, player injury, or other failure of players to play) outside the control of the Tournament (or anyone acting under its authority), and not directly or indirectly attributable to the fault of the Tournament (or anyone acting under its authority) and (ii) not rescheduled, and the Tournament as a result of such incident fails to make available to the WTA a Clean Feed, any Per Match Fee charged for each Produced Match for which a Clean Feed was not made available, shall be paid for out of the Television Revenues before allocation of the WTA's share.
- d. Upon a Tournament's failure to produce a Produced Match Feed and/ or a Clean Feed and/or provide access to a Clean Feed, the WTA may, in its sole discretion and election, offset against a Tournament's share of the Television Revenues (i) the actual out-of-pocket costs incurred in remedying or attempting to remedy such failure plus an amount equal to 20% of the amount paid to remedy such failure, and/ or (ii) an amount equal to any Per Match Fees due pursuant to sub-Sections a or b above as the result of such failure.
- e. The payments specified above (and/or permitted offset pursuant to sub-Section d) shall be made no later than thirty (30) days following receipt by the Tournament of an invoice issued by the WTA.

#### f. Additional Matches

 If the WTA (or any of its designees) desires to broadcast any Additional Matches from a Tournament, the production costs shall be borne by the WTA. The Host Broadcaster or Tournament production partner shall pay for any Additional Matches that

# STANDARDS SECTION XVIII - TOURNAMENT STANDARDS OF PERFORMANCE

it requests for production, but the WTA (or its designee) shall provide a production contribution fee on a per-match basis in accordance with the following schedule:

TOURNAMENT PRODUCTION OPTIONS							
Option	Tournament Media Rights	Host Broadcaster/ Production Partner	Additional Technical Fees	Production Costs			
1	Included in Media Pool on a non- exclusive basis	WTA (or its designees)	N/A	Covered by Perform			
2	Excluded from the Media Pool	WTA (or its designees)	Tournament is responsible for a \$750.00 per match technical access fee for its Domestic Area broadcast partner to access Matches on site; access to Matches via satellite may incur additional fees.	Covered by Perform			
3	Included in Media Pool on a non- exclusive basis	Appointed by Tournament	N/A	Perform will pay the following production contribution fees on a per match basis:  • World Feed Matches: WTA 1000 - \$8,000; WTA 500 - \$3,000  • Non-World Feed Matches: WTA 1000/WTA 500 - \$1,000; WTA 250 - \$500			
4	Excluded from the Media Pool	Appointed by Tournament	N/A	Perform will pay the following production contribution fees on a per match basis:  • World Feed Matches: WTA 1000 - \$4,000; WTA 500 - \$2,500; WTA 250 - \$1,500  • Non-World Feed Matches: WTA 1000/WTA 500 - \$1,000; WTA 250 - \$500			

ii. The broadcast of an Additional Match will not entitle a Tournament to an additional share of the Television Revenues. All revenues received by the WTA for such Additional Matches, shall be included in Television Revenues.

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#### 6. Exploitation of Rights

- a. Tournaments must not take any action that interferes with or impairs the rights granted hereunder to WTA.
- b. Neither a Tournament nor its Host Broadcaster or production partner shall at any time claim any legal ownership in respect of the exploitation of the rights granted to the WTA, or any other aspect or activity of WTA.
- c. Upon request, a Tournament shall execute such documents and instruments evidencing or affecting the WTA's license of rights and shall cooperate with the WTA to encourage its Host Broadcaster or production partner to execute any such similar documents and instruments as requested from time to time.

#### 7. Clearances

- Each Tournament shall procure all necessary consents, clearances, permissions, licenses, and waivers from all individuals in attendance at the Tournament whose image might be broadcast.
- b. With respect to the inclusion of Host Broadcaster or production partner commentary language in the Clean Feed for broadcast use, if English is the Host Broadcaster language, the Tournament must clear any applicable contractual restrictions at its expense (i.e., consents, residuals, etc.); however, for commentary in all other languages, the Tournament shall only be required to clear the commentary for broadcast use if requested by the WTA.
- c. The WTA shall have the non-exclusive, worldwide right in perpetuity to use and grant others the right to use the Tournament's name and reproductions of the Tournament's facilities in exploiting the rights granted to the WTA and in promoting the Tournament, the WTA, and WTA sponsors in their capacity as sponsors of the WTA.

#### 8. Breach of Standards

A Tournament's failure to meet any of its requirements in this Section XVIII.E is a breach of the Tournament Standards of Performance and subject to the procedures and sanctions in Section XVIII.A.49 of these Rules.

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#### F. WTA TELEVISION BROADCAST STANDARDS

The definitions of the capitalized terms which are used but not defined in these Television Broadcast Standards are set forth in sub-Section E above.

# Minimum Broadcast Requirements by Tournament Category Level

- a. Each WTA 1000 Mandatory Tournament shall assure production of a minimum of thirty-five (35) World Feed Matches, including the four (4) singles quarterfinal, two (2) singles semifinal, and singles final matches across a minimum of two (2) courts. Any main draw singles Matches not designated for the World Feed must be produced in accordance with the Minimum Production Requirements in the table below.
- b. Each WTA 1000 Non-Mandatory Tournament shall assure production of a minimum of thirty (30) World Feed Matches, including the four (4) singles quarterfinal, two (2) singles semifinal, and singles final matches across a minimum of two (2) courts. Any main draw singles Matches not designated for the World Feed must be produced in accordance with the Minimum Production Requirements in the table below.
- c. Each WTA 500 Tournament shall assure production of a minimum of twenty (20) World Feed Matches, including the four (4) singles quarterfinal, two (2) singles semifinal, and singles final matches. Any main draw singles Matches not designated for the World Feed must be produced in accordance with the Minimum Production Requirements in the table below.
- d. Each WTA 250 Tournament shall assure production of a minimum of ten (10) World Feed Matches, including the four (4) singles quarterfinal, two (2) singles semifinal, and singles final matches. Any main draw singles Matches not designated for the World Feed must be produced in accordance with the Minimum Production Requirements in the table below.
- e. In addition, while production of all doubles Matches is not a requirement, all Tournaments shall produce, at a minimum, each semifinal and final round doubles Match in accordance with the Minimum Production Requirements in the table below if a production court is available at the Tournament's standard production cost at the time such Match is played. For clarity, if a production court is

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not available at the Tournament's standard production cost at the time a semifinal or final round doubles Match is played, then the Tournament is not required to produce such Match. In accordance with the chart in Section XVIII.E.5.f.i, each Tournament that has chosen Option 3 or Option 4 will receive a Non-World Feed Match contribution fee for each doubles Match it produces.

f. All Produced Matches must be fully produced (excluding graphics and commentary) and delivered to the WTA (or its designees) on site.

	TOURNAMENT LEVEL			
PRODUCTION ITEM	WTA FINALS, WTA 1000	WTA 500	WTA 250	
World Feed	Main Draw pre- Quarterfinals: 5 Cameras	Main Draw pre- Quarterfinals: 5 Cameras	Main Draw pre- Quarterfinals: 3 Cameras*	
	Main Draw Quarterfinals through Finals: 8 Cameras	Main Draw Quarterfinals through Finals: 8 Cameras	Main Draw Quarterfinals through Finals: 5 Cameras	
Outside Court Feed; Doubles Matches	3 Cameras	3 Cameras	3 Cameras	
Production Coverage and Distribution	All Main Draw singles Matches required; all doubles semifinal and final Matches required if a production court is available at Tournament's standard production cost; all other doubles Matches encouraged	All Main Draw singles Matches required; all doubles semifinal and final Matches required if a production court is available at Tournament's standard production cost; all other doubles Matches encouraged	All Main Draw singles Matches required; all doubles semifinal and final Matches required if a production court is available at Tournament's standard production cost; all other doubles Matches encouraged	
Commentary (provided by WTA or its designees, subject to availability for pre-semifinal round doubles Matches)	Commentators at all Produced Matches Co-Commentators at all Produced Matches on Center Court	Commentators at all Produced Matches Co-Commentators at all Produced Matches during the last 3 Main Draw Days	Commentators at all Produced Matches	
Graphics (provided by WTA or its designee)	All Produced Matches	All Produced Matches	All Produced Matches	
Newsfeed (provided by WTA or its designees)	All Main Draw Days	Last 5 Main Draw Days	Last 2 Main Draw Days	

<sup>\*</sup> NOTE: To reach the minimum ten (10) World Feed Matches required under Section XVIII.F.1.d above, each WTA 250 Tournament must use five (5) cameras in the production of three (3) Main Draw prequarterfinals Matches.

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#### 2. Host Broadcaster's Responsibilities

Each Tournament must incorporate the following terms within its new or renewed contract with a Host Broadcaster or production partner:

#### a. Broadcast Recordings

Each Tournament's Host Broadcaster or production partner shall provide the WTA (or its designees) with USB3 external hard drives containing one (1) clean recording of each semifinal and final round singles Match that the Host Broadcaster or production partner produced for broadcast within one (1) hour after the completion of each such Match. If future license agreements require the WTA to provide additional recordings of first round through quarterfinal round Matches, each Tournament's Host Broadcaster or production partner shall provide such recordings to the WTA (or its designees) at no cost to the WTA (or its designees).

#### b. Data Collection and Resale

With respect to any live match scores or related statistical data provided to a Host Broadcaster by WTA (or its designees), or collected by the Host Broadcaster, such Host Broadcaster shall agree (i) not to onward supply, sublicense, or otherwise make such scores and data available to any third party for use not related to the broadcast, and (ii) to restrict their use of such scores and data to use on a contemporaneous basis within their live broadcast of any match; any other use shall be subject to a delay of at least thirty (30) seconds. All Tournament agreements with Host Broadcasters must comply with, and shall be subject to all WTA Rules as amended from time-to-time.

#### c. Compliance with WTA Rules

All Tournament agreements with Host Broadcasters and production partners must comply with, and shall be subject to, the Rules as amended from time to time.

#### d. Production and Access of Feeds.

i. The Host Broadcaster or production partner appointed by a Tournament shall, at no cost to the WTA (or its designees), produce a Clean Feed for all Produced Matches and provide the WTA (and its designees) with access to the Clean Feed and the back-up feed for the Clean Feed (total of at least two (2) feeds for every produced court).

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- ii. Access to the Clean Feed shall:
  - (a) begin not less than fifteen (15) minutes prior to the scheduled start time of a Match with a wide shot of the court before the players walk on the court and conclude not less than five (5) minutes after the players walk off the court at the conclusion of the Match for all quarterfinal, semifinal, and final Produced Matches; and
  - (b) begin not less than seven and a half (7.5) minutes prior to the scheduled start time of a Match with a wide shot of the court before the players walk on the court and conclude not less than two and a half (2.5) minutes after the players walk off the court at the conclusion of the Match for all other Produced Matches.
- iii. At no cost to the WTA (or its designees), the Host Broadcaster or production partner must provide all necessary cabling to deliver the Clean Feed (and a back-up of the Clean Feed) to the on-site Graphics Office. In addition, if the Host Broadcaster or production partner chooses to deliver the Dirty Feed from the on-site Graphics office to the Clean Feed point of origin, the Host Broadcaster or production partner must provide all necessary cabling for such delivery. The WTA (or its designees) is responsible for the cabling necessary to carry the Dirty Feed from the on-site Graphics Office to the on-site transmission point; provided, however, that each Tournament shall introduce the WTA (or its designees) to its facilities provider(s) so that the WTA (or its designees) may contract directly with such facilities provider(s) for such cabling.
- iv. The Clean Feed must be the primary source for all subsequent feeds. Any Host Broadcaster Feed must be augmented downstream of the Clean Feed.

#### e. Feed Content

- The Clean Feed provided to the WTA (or its designees) shall contain no graphics or insertions with the exception of the WTA transition wipe.
- ii. The WTA (and anyone acting under its authority) shall have the right to incorporate into the Clean Feed, for purposes of creating the World Feed and Outside Court Feed delivered to viewers, the WTA Logo, logos of one or more of its licensees' billboards, graphics, and other audio and visual elements consistent with

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professional tennis television programming, provided that no incorporation of the WTA Logo or other element containing any reference to a WTA sponsor shall be made in a manner that appears to the public that such WTA sponsor is a sponsor of the Tournament, provided further, however, that no such incorporation shall be permitted for any WTA sponsor if such use would be contrary to any contractual restrictions imposed on the Tournament by its Title or Presenting Sponsor (such restrictions must be made known to WTA in writing).

- iii. The Clean Feed will contain all commercial identification visible at a Tournament's site. A Tournament shall be entitled to place on site any and all logos, sponsor credits, advertising, signage, and other commercial identification and the WTA shall not be entitled to any revenues on the sale of such logos, sponsor credits, advertising, signage, and other commercial identification.
- iv. Neither the WTA nor any of its licensees shall utilize or permit the utilization of Virtual Advertising into the Clean Feed without the approval of the majority of the Media Pool Tournaments.

#### f. Match Start Times

- i. A specific start time, or an appropriate not before time, must be designated for all quarterfinal, semifinal, and final Matches. In the event that two (2) quarterfinal or semifinal Matches are scheduled to run back-to-back, a specific start time, or not before time, must only be specified for the first Match.
- ii. A not before time must be specified if a doubles semifinal or final Match will precede a Match and at combined events where an ATP match precedes a Match. Unless otherwise approved by the Supervisor, a minimum of two hours (2:00) should be allowed for each preceding match before scheduling the not before time for a regular Match and a minimum of two and a half hours (2:30) should be allowed for each preceding Match before scheduling a not before time for a singles semifinal or final.

#### g. Broadcast Signal

The Tournament's Host Broadcaster or production partner shall produce a broadcast signal in High Definition (HD), which should be filmed and produced in a 14x9 (graphics/title safe) aspect ratio.

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#### h. Camera Plan

The Tournament's Host Broadcaster must provide the WTA with a camera plan showing the location of the cameras on all production courts at least thirty (30) days prior to the start of the Main Draw.

#### 3. Technical Requirements

Each Tournament must incorporate the following technical terms within its Host Broadcaster or production partner contract. These conditions represent the minimum technical standards necessary to produce a quality broadcast, and each Tournament shall ensure that its Host Broadcaster or production partner produces its matches at standards that are equal to or greater than these minimum technical standards.

#### a. Cameras

- Each Tournament shall comply with the Minimum Broadcast Requirements in the table in Section XVIII.F.1 above for all Produced Matches.
- ii. Cameras 1, 2, 3, 4, and 5 must be in the following positions:

#### (a) Camera 1

Provides a traditional master shot and must be positioned high up in the stands (center court line).

Positioning must be correct for optimal main angle camera coverage. In order to calculate this, a guideline ratio of 4:1 should be used, where 4 is the distance from the base of the net to the bottom of the camera platform and 1 is the height of the camera lens from the ground. This gives an angle of 12 degrees.

#### (b) Camera 2

Provides coverage/close up and must be positioned approximately three (3) rows lower below Camera 1 (center court line) either in a central position or an off center position toward the side where Cameras 3 and 4 are positioned. The camera's position should give the effect of looking over the player's shoulder as she serves from that side of the court.

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#### (c) Cameras 3 and 4

Provide player close-ups for cutting into coverage and isos and may be positioned courtside on the same or opposite side from where the players sit down on the change of ends. The camera objective lens height should be approximately one (1) meter.

#### (d) Camera 5

Low-angle camera positioned on court behind the baseline, in line with the sideline.

#### b. Tripods, Camera Mounts, and Irises

All cameras must be on secure tripods with fully-rotating camera mounts and remotely-controlled irises.

#### c. Lenses

- i. Center and Show Courts with five (5) camera coverage or above
  - (a) Lens for Camera 1 should be a minimum of 22:1,
  - (b) Lens for Camera 2 should be a minimum of 50:1,
  - (c) Lenses for Cameras 3 and 4 should be a minimum of 40:1 (or similar) with a 2x extender and must be able to provide extreme close ups.
  - (d) Lens for Camera 5 should be a minimum of 14:1.
- ii. Outside Court Coverage with less than five (5) camera coverage

  Lens for Camera 1 should be a minimum of 14:1.

#### d. Production

Tournaments must have full unilateral production on all courts where there is a main draw singles Match.

#### e. Microphones

Center and Show Courts with five (5) camera coverage or above
 A minimum of twelve (12) audio microphones.

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ii. Outside Court Coverage with less than five (5) camera coverage

A minimum of six (6) audio microphones.

#### 4. Tournament Facilities

Each Tournament must comply with the following requirements:

#### a. Access

- Each Tournament shall grant free access to personnel of the WTA (and its designees) and shall provide the WTA (and its designees) with such passes or tickets as are required for such access.
- At no cost to the WTA (or its designees), each Tournament shall provide the WTA (and its properly credentialed designees) with access to the player areas, and the site at which awards are to be made.

#### b. Lighting

- i. Each Tournament shall cause all Matches staged on courts where Produced Matches are staged to be lighted in a manner such that high quality, color telecasting can be conducted.
- ii. To the extent any Produced Matches are staged on courts other than those equipped to be lighted for television production, the WTA (or its designees) shall be responsible for the costs associated with any lighting (including equipment) that may be required for such matches.
- iii. If the Tournament is held indoors, the Tournament shall cause the use of strobe lights on any "still" photographic equipment to be discouraged at the site. The indoor playing surface must be illuminated evenly at a minimum 1076 lux. The light source must be from either side of the court and must not be perpendicular to the inside of the playing area. The best type of lamp source is a tungsten lamp with a color temperature of 3200 Kelvin. The tungsten light source offers a far more stable color temperature than discharge lamps and is far more reliable. The most suitable luminaries are flood lights with a symmetrical reflector and 1.5 kw. Depending upon the reflective values of surfaces within the area and the distance between the luminaries and the playing surface, 60-80 (30-40 on each side) luminaries are required. If 80 lamps are required, the total power requirements are 120 kw. A venue requires a minimum of 200A 415V supply.

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#### c. Public Address System

At no cost to WTA (or its designees), each Tournament shall provide the WTA (and its designees) with audio pick-up access to all public address system announcements during the Tournament.

#### d. Security

At no cost to the WTA (or its designees), each Tournament shall take reasonable customary measures to provide the WTA (and its designees) with 24-hour security for the duration of the Tournament necessary to help provide for the safety of the equipment and personnel of the WTA (and its designees) at the site.

#### e. Walkie-Talkies

At no cost to WTA (or its designees), each Tournaments shall provide WTA (and its designees) a total of seven (7) walkie-talkies (one (1) for the on-site WTA Broadcast office, one (1) for outside court production, two (2) for the on-site production office, one (1) for center court production, one (1) for the newsfeed production office, and one (1) for a technical manager.

#### f. Other Facilities

Upon the request of the WTA (or its designees), a Tournament shall, at no cost to the WTA and if not otherwise prohibited by contractual restrictions or space constraints, provide to the WTA (and its designees) any other production facilities or equipment which may be required by the WTA (or its designees).

#### g. Commentary Positions

- i. Each Tournament shall, at no cost to the WTA (or its designees), and if not otherwise prohibited by Host Broadcaster or other agreements, provide to the WTA (and its designees) all physical space and utilities reasonably necessary to permit one (1) or more on-camera unilateral commentary positions at the site of the Tournament for foreign language broadcasts.
- ii. At a minimum, each Tournament shall, at no cost to the WTA, provide to the WTA all facilities reasonably necessary to permit one (1) or more on-camera unilateral commentary positions, for World Feed production on each court that is supporting a World Feed production and to display a reasonably sized temporary banner near the commentary position in a location approved by the WTA and Tournament.

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- iii. The facilities shall include, without limitation, cameras, color monitors, microphones, camera operators, directors, switchers, an audio mixer, technicians, high speed internet, and business telephones, with the understanding that the WTA (and/or its designees) will be charged no more than the Tournament's then-current rate card prices for the use of those facilities and personnel.
- iv. The WTA (and/or its designees) shall specify the number, location, and size of the commentary positions as soon as possible prior to commencement of the Tournament. At the request of WTA (or its designees), the Tournament shall cause the commentary positions to be fully equipped (or partially equipped in the manner specified by WTA or its designees). At a minimum, the commentary positions shall be equipped with a table (large enough for two people), two (2) chairs, wiring for a minimum of three (3) telephones, two (2) television monitors, and the technical television equipment necessary to broadcast.
- v. If a commentary box is constructed, it should be positioned on the same gantry as that used for Camera 1. The commentary box shall not be positioned at the end opposite from Camera 1.

#### h. Production Space

- Each Tournament shall provide, at no cost to the WTA (or its designees), the following production facilities and spaces for the WTA (or its designees):
  - (a) WTA Broadcast Office: Office space located within the TV compound that is at least 10 feet x 32 feet and includes at least two (2) desks, two (2) chairs, access to four (4) power outlets, access to a minimum 4 Mbps wireless internet connection via a router in the Broadcast Office, a configurable 32" multi-view HD monitor that can access the World Feed and Outside Court Feeds (including embedded audio), and one (1) international telephone line. The office space must be able to be securely locked.
  - (b) WTA Interview Studio: A room to be used as a post-match interview studio, which is conveniently located near the players' exit from the stadium court and the press room. The space should have good sound proofing from the crowd, plumbing, electrical and/or car noises, have easy access to power, and be able to be securely locked.

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- In addition, in the event it is necessary to bring in an uplink truck for providing transmission service of the signal, the Tournament shall allocate space and power for this purpose at no cost to WTA (or its designees).
- iii. Subject to space restraints and contractual restrictions and, except as this Section XVIII.F.h.iii otherwise states, at the cost of the WTA (or its designees), each Tournament shall provide any other production facilities and production space that the WTA (or its designees) deems necessary for production personnel and equipment used in connection with the broadcast of the Tournament (e.g., production trucks, satellite equipment, camera equipment, mobile units, tape units, switchers, microphones). including but not limited to the power required for use of such equipment; provided, however, that the WTA (or its designees) is responsible for the cost of power only to the extent that the WTA's (or its designees') power requirements exceed the greater of the industry-standard adequate power supply or an amount of power equivalent to the power supplied to the Host Broadcaster. The WTA (and its designees) must not be charged more than the Tournament's cost for all such production facilities (including power) and production space. The following outlines the standard production facilities and production space requirements:
  - (a) Transmission Office: Office space within the TV compound. which is at least 10 feet x 15 feet and contains two (2) long work tables (approximately 6 feet x 3 feet), seven (7) chairs. access to four (4) power outlets, Host Broadcaster cabling of the Clean Feed (including back-up feed), a configurable 31" multi-view HD, two (2) cabled high-speed internet line connections, and access to a minimum 4 Mbps wireless internet connection via a router in the Transmission Office. The office space must be able to be securely locked. Where a fiber rack is the chosen method of delivery, WTA shall designate the location for the fiber rack, and two (2) 16 amp diverse single phase c-form connector power sources must also be available in the same location. Except for lighting, power (including the aforementioned c-form connector power sources), telephone, internet, and other utilities (each of which must be operational 24 hours per day), WTA (or its designees) is responsible for all costs of the Transmission Office.
  - (b) Newsfeed Production Office: An office space located within the TV compound in close proximity to the Host Broadcaster

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truck to be used for recording match highlights, producing the newsfeed, and managing the distribution of the newsfeed globally. The office space should be at least 12 feet x 22 feet, contain at least three (3) long work tables (approximately 6 feet x 3 feet), two (2) desks, seven (7) chairs, two (2) cabled high speed internet lines, an international telephone line, four (4) power outlets, a TV monitor with multi-view, a "Matches in Progress" feed, and access to a minimum 4 Mbps wireless internet connection via a router in the Newsfeed Production Office. The office space must be able to be securely locked. Except for lighting, power, telephone, internet, and other utilities (each of which must be operational 24 hours per day), WTA (or its designees) is responsible for all costs of the Newsfeed Production Office.

In addition to the foregoing, the following internet connection must be provided to the following specifications for the Newsfeed Production Office:

- Minimum ten (10) Mbps (Megabits per second) or greater upload speed.
- (ii) Dedicated connection for the sole use of delivering the newsfeed.
- (iii) Static public IP Address.
- (iv) Dedicated hardwired access point (not a wireless access point) CAT5 internet connection with RJ45 connectors to the workstation area.
- (v) Open connection without any logins, usernames, or passwords and direct internet access with no homepage or payment redirection features.
- (vi) Details of ISP or provider with support contact number and escalation process.
- (vii) If the connection provided is shared with the venue, the necessary upload must be segmented to guarantee the dedicated bandwidth for the stream.
- (viii)The connection type (e.g., Leased Line/EFM Circuit/SHDSL/Fiber/Microwave, etc.) must be communicated in the setup to determine the

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suitability of the connection for delivery of broadcast files.

For the purpose of testing and determining the optimum entry points, the public IP address (and/or subnet mask and/or gateway IP address) must be provided as soon as available but not later than 9:00 a.m. on the day of Qualifying Sign-In.

- (c) Graphics Office: Office space within the TV compound that is at least 10 feet x 15 feet and contains two (2) long work tables (approximately 6 feet x 3 feet), three (3) chairs, access to four (4) power outlets, Host Broadcaster cabling of the Clean Feed, two (2) cabled high-speed internet line connections, and access to a minimum 4 Mbps wireless internet connection via a router in the Graphics Office. The office space must be able to be securely locked. Except for the lighting, power, telephone, internet, and other utilities (each of which must be operational 24 hours per day), WTA (or its designees) is responsible for all costs of the Graphics Office.
- (d) Court Production Office: At all Tournaments where the WTA (or its designees) is selected as the Tournament's production partner, the Tournament shall provide office space within the TV compound that is at least 10 feet x 23 feet and contains six (6) long work tables (approximately 6 feet x 3 feet), six (6) chairs, access to one (1) 32 amp single phase on c-form connectors, and six (6) domestic power outlets. The office space must be able to be securely locked. Where a fiber rack is the chosen method of delivery, WTA shall designate the location for the fiber rack, and two (2) 16 amp diverse single phase c-form connector power sources must also be available in the same location. The office must have access via a router to generic tournament wireless internet (minimum ten (10) Mbps upload speed). Except for lighting, power (including the aforementioned c-form connector power sources), telephone, internet, and other utilities (each of which must be operational 24 hours per day), WTA (or its designees) is responsible for all costs of the Court Production Office.
- (e) Additional Office Space: At all tournaments where the WTA (or its designees) is selected as the Tournament's

production partner, the Tournament shall provide any additional office space that the WTA (or its designees) requests beyond the office spaces in Sections (a) through (d) above, but WTA (or its designees) shall pay the costs of such additional office space (excluding lighting, power, telephone, internet (including access to a minimum 4 Mbps wireless internet connection via a router in the Additional Office Space), and other utilities, each of which must be operational 24 hours per day).

#### i. Utilities

- i. Each Tournament shall provide the WTA (and its designees) with access to, and the right to utilize, all existing lighting, power, and telephone systems servicing the site of the Tournament during the Tournament, including reasonable setup time before and reasonable tear down time after the Tournament.
- All office spaces provided to the WTA (or its designees) in the TV compound shall have adequate air conditioning (a minimum of two (2) 4kW units per office space).
- iii. A Tournament shall be responsible for all utilities charges, except that the WTA (or its designees) shall be responsible for all long distance telephone service charges incurred by it.
- iv. Each Tournament shall provide WTA (and its designees) an introduction to, and contact details of, their internet (ISP) and/or fiber providers, and shall assure that WTA (or its designees) has access to preferred tournament rate card costs and adequate bandwith to distribute Match footage.

#### i. Parking

Three (3) parking passes within the TV compound, or as close as possible to the TV compound if space within the compound is not available. WTA shall provide the names of individuals to which the parking passes will be assigned.

#### k. Equipment

i. The WTA (and its designees) shall have the right to install, operate, maintain, and remove such platforms, cables, wires, equipment, and other apparatus as may be reasonably necessary for the broadcast of the Tournaments. In accordance with a Tournament's rights and obligations under its site agreement,

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a Tournament shall allow the WTA and its designees adequate "set up time" and "tear down time" for the installation, testing, and removal of all such platforms, cables, wires, equipment, and other apparatus.

ii. Subject to applicable law and/or union regulations, the WTA (and its designees) shall designate the personnel who shall install, operate, maintain, and remove the equipment of the WTA (or its designees) at a Tournament.

#### 5. Broadcast and Ratings Information

To the extent available, each Tournament shall provide the WTA with the ratings and broadcast schedule of the Host Broadcaster's broadcasts of the Produced Matches selected by the WTA (or its designees) for broadcast in the Domestic Area.

#### 6. Breach of Standards

A Tournament's failure to meet any of the requirements in this Section XVIII.F is a breach of the Tournament Standards of Performance and subject to the procedures and sanctions in Section XVIII.A.49 of these Rules.

#### G. CODE OF CONDUCT FOR OFFICIALS

The WTA, the Grand Slam Tournaments, the ATP, and the ITF as members of the Joint Certification Programme require a high standard of professionalism from all Certified Officials (Green, White, Bronze, Silver, and Gold) and all other officials (together "Officials") working at ATP, Grand Slam, ITF, and WTA events.

For the complete ITF Code of Conduct for Officials, please reference www.itftennis.com/en/growing-the-game/officiating/.