

Invitation to Tender

**INVITATION TO TENDER FOR THE GENERAL ORGANISATION OF THE 2024, 2025 and 2026 UCI  
CYCLING ESPORTS WORLD CHAMPIONSHIPS**

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### DEFINITIONS

In this Invitation to Tender (hereinafter "ITT"), the following terms and expressions shall have the following meanings.

**"Bid"**: means the binding offer presented by a Bidder submitted to the UCI, together with the supporting information and documentation.

**"Bidder"**: means an organisation that submits a Bid. Bidder(s) must engage a cycling esports platform.

**"Championships"** means the 2024, 2025 and 2026 editions of the UCI Cycling Esports World Championships. This includes, but is not limited to, pre-race preparations in warm-up, competitions, all official ceremonies including, but not limited to the opening ceremony, prize awards forming part of the official programme of the Championships

**"Championships Marks"** shall mean the name of the Championships, all logos of the Championships including the Official Logo of the Championships and the event organisers logos, the official mascots, emblems and other designations denoting or identifying the Championships and the names of the Championships.

**"International Signal"** means the basic live television / live streaming platform signal of the entirety the Championships of international broadcast quality (in creative and directorial terms) which shall meet the requirements as set out in Appendix 3.

**"ITT"**: means this document, including the recitals and appendices. This ITT is to be considered as a binding commitment from each Bidder and sets out the key terms and conditions upon which the Bidders are willing to contract with the UCI.

**"Marketing and Sponsorship Rights"** means the right to commercially exploit the Championships, including in particular, but not limited to, the right to appoint partners, all merchandising and licensing rights, all marketing advertising, promotional and other similar rights, all hospitality rights, all rights with respect to official travel and tours and all rights to commercially exploit all transport, park and ride and similar rights, and all rights with respect to ticketing.

**"Organisation Agreements"**: means the agreements governing the terms and conditions that the awarded Bidder(s), if any, will enter into with the UCI for the organisation of each edition of the Championships.

**"Organisation Guide"** means the rules as compiled in the UCI Organisation Guide for UCI Cycling Esport World Championships organisers and included as Appendix to the Organisation Agreement. The Organisation Guide is annexed to the Organisation Agreement and updated annually by the UCI and its terms and conditions must be respected and enforced as updated by the successful Bidder.

**"Rights"**: means the Organisation Rights (as set out in Appendix 1), the Marketing and Sponsorship Rights (as set out in Appendix 2) and the Television Rights (as set out in Appendix 3)

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*“Television Rights” shall be understood in the widest sense of the term, as it may be used from time to time, and shall mean the right to distribute the Championships live and/or deferred, wholly or in part.*

*“Terms”: means the cumulative duration of each of the Organisation Agreement to be signed.*

*“UCI Marks” means the UCI name and logo, the emblems or designations denoting or identifying the UCI as described in the Event Visual Guidelines that will be provided to the Successful Bidder as an annex to the Organisation Agreement.*

## 1 INTRODUCTION

### 1.1 Recitals

The Union Cycliste Internationale (hereinafter: “UCI”) is the world governing body for the sport of cycling and oversees international competitive cycling events. The UCI is the sole owner of the UCI Cycling Esports World Championships and as such, the exclusive holder of all Organisation Rights, Television Rights, Marketing and Sponsorship Rights and other rights related thereto.

The UCI issues this ITT in order to award the following:

#### ***General Organisation of the 2024, 2025, and 2026 editions of the Championships***

Bidders are invited to submit their Bids in accordance with the procedure and terms laid out herein. The deadline by which Bids must be submitted is set at 16 June 2023.

The UCI reserves the right to postpone the above-mentioned deadline at its sole discretion. In such a case the UCI will notify the Bidder(s) sufficiently in advance.

### 1.2 UCI Cycling Esports World Championships

The UCI Cycling Esports World Championships are organised by the UCI to award the title of World Champion and the iconic rainbow jersey in both Men Elite and Women Elite categories.

The 2024, 2025 and 2026 editions of the UCI Cycling Esports World Championships will be held virtually on a cycling esports platform, with all competitors racing remotely, at the location of their choice, or in a UCI pre-approved location with other competitors, subject to technical requirements, which will be specified at a later stage in the process. A maximum of 30 national federations shall take place in the event. Expected participation for both the Men’s and Women’s events is between 50 and 100 riders (per gender).

The successful Bidder(s) shall also host qualification events for each edition of the Championships and allowing the participation of riders from each continental confederation in a format to be discussed and implemented with final decision by the UCI. The conditions for access to such events and organisational specifications shall be defined in the Organisation Agreement. A certain number of quotas for each of the Championships shall be gained through these events. All other quotas shall be allocated at the discretion of the national federations.

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The race may be ridden on a course that is created by the successful Bidder(s) specifically for the event or an existing course (to be discussed and implemented for each edition of the Championships upon final decision of the UCI).

The discipline of Cycling Esport is still young and constantly evolving. Therefore, the Bidder(s) already acknowledges that the organisational specifications may be subject to review and adjustment by the UCI each year during the Term, notably through the Organisation Guide updated annually.

### 1.3 Requests for Clarification

Any questions or requests for clarification regarding the requirements and conditions of participation in this tender process should be sent to UCI – by email to the following address: [tender@uci.ch](mailto:tender@uci.ch) until 4 June at the latest.

The UCI may share any questions it receives from an interested party with all or any other interested parties, as well as the answers it provides to such questions.

## 2 EXCLUSIVITY AND RESERVED RIGHTS

### 2.1 Scope of exclusivity

Except as otherwise provided by any applicable law or by the conditions of this ITT, the UCI will neither exploit nor grant to any other party the right to exploit the Rights awarded to the successful Bidder(s).

### 2.2 Reserved Rights

The Rights granted to the successful Bidder represent the entire extent of Rights granted through the present process. Any rights not expressly included in Appendices 1, 2 and 3 shall be reserved by the UCI and may be exploited without restriction by the UCI (or any third party chosen by the UCI).

## 3 THE TENDER PROCESS

### 3.1 Objectives

Pursuant to the process provided under this ITT, the UCI intends to award the exclusive Rights detailed in Appendix 1 in accordance with the terms and conditions set out in this ITT and which will be specified and further developed within the Organisation Agreement.

### 3.2 Eligibility

In order to be considered in this tender procedure, the Bidder shall be required to satisfy the following non-exhaustive requirements:

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- 3.2.1 Not be subject to liquidation or to any procedure of bankruptcy or insolvency, or to any litigation which might be prejudicial to the fulfilment of the obligations deriving from the grant of the Rights.
- 3.2.2 Be a financially robust organisation which can demonstrate sufficient resources to honour the organisation of the 2024, 2025 and 2026 editions of the UCI Cycling Esports World Championships pursuant to the terms and conditions laid down in the Organisation Agreement and during the Term.

### 3.3 Bid Requirements and Submission Rules

Bidders must provide detailed information together with all documents necessary to demonstrate their ability to satisfy and comply with the requirements of this ITT. Bids must be submitted in English. Any file submitted in another language will not be considered as admissible.

Bidders must provide full financial details of the consideration they are prepared to pay for the acquisition of the Rights detailed in Appendices 1, 2 and 3. The financial details must be presented in Euros. Any consideration shall be understood as net of all taxes and withholdings. For the avoidance of any doubt, the successful Bidder will bear payment of any and all taxes, deductions or expenses applicable to the payments.

Bidders hereby guarantee that their Bid will be undersigned by their legally authorized representatives in accordance with the applicable laws. No power of attorney will be accepted.

Bidders must submit their Bid by the Bid deadline 16 June by email to the following address: [tender@uci.ch](mailto:tender@uci.ch). The UCI will send an acknowledgement of receipt of all submissions.

Following receipt of Bids, the UCI may ask Bidders to provide clarification and/or further information in respect of any aspect(s) of their Bids. Bidders are expected to cooperate promptly with the UCI and to provide any clarification in writing in accordance with the timeframe stipulated by the UCI.

By submitting a Bid, Bidders confirm that they have read this ITT and undertake to be bound by the terms of this ITT.

In addition to Bids in accordance with the specifications herein, Bidders may submit an offer with alternative terms. If deemed admissible by the UCI, all interested Bidder shall be invited to make a bid on such terms. A combined bid between multiple parties in separate categories will be deemed admissible, providing both submitted parties are in agreement on all aspects of the joint submission. In case of joint submission, each party in the bidding group is jointly and severally liable to the UCI for the entire Bid and for the whole Term.

In case the Bidder is not a cycling esports platform or that none of the parties of the same combined bid has the quality of a cycling esports platform, the Bidder(s) must have obtained and be able to demonstrate a sufficient level of commitment from a cycling

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esports platform for the Term. The assessment of the quality of this commitment shall be left to the sovereign appreciation of the UCI.

Finally, in the event that the Bid includes the hardware part, the bidder must undertake to comply with the requirements specified in the UCI regulations concerning the hardware allowed at such events, requirements which may evolve during the Term.

### 3.4 Assessment of Bids

The UCI will assess each Bid upon receipt. For the avoidance of doubt the UCI is not under any obligation to accept the highest financial Bid.

The Bids shall be evaluated by the UCI in accordance with the following (non-exhaustive) criteria:

- 3.4.1 price offered for the acquisition of Rights for three editions of the Championships;
- 3.4.2 financial standing of the Bidder and its ability to fulfil its obligations under this ITT;
- 3.4.3 experience of the Bidder in sport events organisation, and more specifically in cycling esports events;
- 3.4.4 experience of the Bidder in marketing and sponsorship;
- 3.4.5 bidder's experience with the various stakeholders in cycling;
- 3.4.6 proposed promotional support offered for the Championships;
- 3.4.7 proposed method of delivery or transmission; distribution channels to be used, programming plans, coverage, etc.;
- 3.4.8 proposed racing format;
- 3.4.9 proposed race course to be used;
- 3.4.10 proposed tools for performance verification;
- 3.4.11 reliability of performance verification programme;
- 3.4.12 transparency of performance verification programme (to increase its chances, the bidder can propose a strategic plan concerning the performance verification programme, including the role of the UCI within it);
- 3.4.13 plan for maintenance and potential future developments of the programme for the Term;
- 3.4.14 the scope of the Bid (for example, does this include the hardware part).

Following the assessment process the UCI will decide in its absolute discretion whether to invite any Bidder to make a presentation of its Bid.

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### 3.5 Award of the Rights

Following the period of evaluation and any further requests for clarification, the UCI shall announce the result of this ITT process. The whole process shall be terminated within 3 months of the submission deadline.

The UCI reserves its right not to award the Rights if none of the Bid meet the above criteria in a satisfactory manner.

Subject to special circumstances, the UCI intends to follow this time frame for the ITT process:

<b><u>28 April 2023:</u></b>	<b>Transmission of the ITT documents to the entities having previously expressed their interest.</b>
<b><u>4 June 2023:</u></b>	<b>Deadline for interested Bidder to submit their questions regarding the ITT.</b>
<b><u>16 June 2023:</u></b>	<b>Deadline for interested Bidder to submit their Bid.</b>
<b><u>7 July 2023:</u></b>	<b>UCI will short list the Bidders; rejected Bidders will be informed.</b>
<b><u>13 July 2023:</u></b>	<b>Short listed Bidders will be invited to discuss their proposals further in depth by videoconference.</b>
<b><u>19 July 2023:</u></b>	<b>Final decision of the UCI; rejected Bidders will be informed; start of drafting of the organisation agreement with the successful Bidder, if applicable.</b>

## 4 PAYMENT AND FINANCIAL SECURITIES

### 4.1 Payment Schedule

The successful Bidder(s) may be required to pay the applicable consideration in advance instalments. In such a case, the UCI will determine the payment schedule after consultation with the successful Bidder(s).

### 4.2 Financial Securities

Bidder may be required to provide satisfactory evidence of their financial standing within 14 days of any such request from the UCI.

Bidders hereby acknowledge that the related Organisation Agreement to be signed between the parties may require the successful Bidder(s) to provide a bank guarantee and/or payment of the fee in advance of each edition of the Championships.

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### 5 ORGANISATION AGREEMENT

#### 5.1 Organisation Agreement

The terms and conditions set out in this ITT will remain in full force and effect between the successful Bidder(s) and the UCI until superseded by the relevant Organisation Agreement.

#### 5.2 Term

The exploitation of the Rights shall be granted for the Term only, covering the 2024, 2025, and 2026 UCI Cycling Esports World Championships.

Upon expiry of the Term or in case of earlier termination, all Rights granted by the UCI shall revert immediately and automatically to the UCI.

#### 5.3 Limited use of Marks and other intellectual property rights

The use of the UCI Mark and logo as well as the use of the UCI Rainbow Stripes Mark and any other intellectual property right that may be used and/or created in connection with the Championships will be subject to some restrictions. In particular, the UCI will closely monitor the use of its registered trademarks and a prior written approval shall be obtained before any use by the successful Bidder(s).

For the avoidance of any doubt, the UCI is and will remain the legal and exclusive owner of these IP Rights.

#### 5.4 Reporting Requirements

The UCI will require the successful Bidder to regularly provide detailed reports containing usual key data such as, but no limited to, broadcast schedules and modalities, audience figures, social media figures, status of sale of marketing and sponsoring Rights and any other data agreed between the parties and which might be useful for the UCI.

### 6 PRODUCTION

#### 6.1 Production and distribution of the International Signal

The successful Bidder(s) will be responsible for the live Television and internet streaming production. In this regard, the live television International Signal of all competitions shall be produced and distributed in accordance with the requirements detailed in Appendix 3.

#### 6.2 Costs

All the costs related to the production, reception and provision of the television International Signal shall be borne by the successful Bidder(s).

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### 7 MISCELLANEOUS

#### 7.1 No Grant of Rights

For the sake of clarity and the avoidance of any doubt, the Bidders will have no entitlement whatsoever in respect of any Rights unless and until a Bidder is determined as successful and Organisation Agreements have been negotiated, concluded and fully signed by both the successful Bidder and the UCI.

#### 7.2 No warranty

The UCI has taken reasonable care to ensure that this ITT is accurate in all material respects. However, neither the UCI nor any of its representatives or employees accepts any responsibility for, or makes any representation or warranty as to the accuracy or completeness of, any of the information contained in this ITT (or any subsequent communication related thereto), nor shall they be liable for any loss or damage suffered in reliance on, or in connection with, this ITT (or any subsequent communication related thereto) or the ITT process.

#### 7.3 Costs and Expenses

All costs and expenses (including losses) incurred by the Bidders in the preparation and/or submission of their Bids are their sole responsibility. No claims may be made against the UCI.

#### 7.4 Confidentiality

All Bids are considered as confidential documents and, in view of their nature, no communication, publicity, press release or any other announcement to third party (except for their professional advisors, who are themselves committed to the same level of confidentiality) are authorised in relation to this ITT.

#### 7.5 Amendments

The UCI reserves the right, in its absolute discretion, to modify this ITT until one week before the submission date.

#### 7.6 Governing Law and Jurisdiction

This ITT, any related documentation and the Organisation Agreement to be drafted and signed subsequently shall be governed by and construed in accordance with the laws of Switzerland.

Any dispute arising out of or in connection with this ITT shall be exclusively submitted to the jurisdiction of the Court of Arbitration for Sport in Lausanne, Switzerland, and definitely settled in accordance with the Code of Sports-related Arbitration. The panel will consist of one arbitrator. The language of arbitration will be English.

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### APPENDIX 1 - ORGANISATION RIGHTS

The UCI owns, sanctions and controls the 2024, 2025 and 2026 editions of the Championships.

Subject to compliance with the UCI Regulations, **the successful Bidder shall be granted:**

- **the exclusive right to conclude the Organisation Agreement with the UCI and host the 2024, 2025, and 2026 editions of the Championships;**
- **the non-exclusive right to use the Championships Marks as well as the UCI Marks in connection with the organisation of the Championships;**
- **the exclusive merchandising rights for and in relation to the Championships Marks and in strict relation with the Championships, subject to the conditions to be laid down in the Organisation Agreement, including, but not limited to:**
  - **the obligation to produce any cycling clothes or watches via the relevant UCI supplier;**
  - **the obligation to produce any merchandising product, other than in the categories of “cycling clothes” and “watches”, via the UCI official merchandising supplier, unless the UCI official merchandising supplier explicitly states that it shall not produce the requested product.**

Bidders are hereby advised that they will have among others the following responsibilities and obligations:

- Edition of an Organisation Guide as updated annually in consultation with the UCI;
- Edition of a Technical Guide as potentially updated annually in consultation with the UCI;
- Overall prize money of the UCI Cycling Esports World Championships equal to a minimum of 28'000 € (twenty-eight thousand euros). Equivalent prize money for both Men's and Women's categories.

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### APPENDIX 2 - MARKETING AND SPONSORSHIP RIGHTS

**The successful Bidder shall be granted 100% of the Marketing and Sponsorship Rights of the UCI Cycling Esports World Championships for the Term, subject to the restrictions below.**

#### 1. EXCLUDED CATEGORIES

Brands which are associated with the following categories are excluded from acquiring any marketing rights associated with the Championships:

- tobacco,
- spirits (comprising any alcoholic beverage with alcohol content by volume of 15% or more),
- pornographic products,
- any other product that might damage the image of the UCI or of cycling.

Regarding the category of nutritional supplements, partnerships with wholesale distributors are excluded, whilst manufacturers may be authorised as partners subject to proper quality guarantees and approval from the UCI.

Betting companies may be granted marketing rights subject to the conditions set forth in article 1.1.090 of the UCI Regulations.

#### 2. RESERVED CATEGORIES / UCI PARTNERS

The UCI's partners in the categories below shall be given a right of priority on any Marketing and Sponsorship rights for the 2024, 2025 and 2026 UCI Cycling Esports World Championships, meaning that they shall be offered the relevant packages of Marketing and Sponsorship Rights prior to any other prospective partner.

- Timing systems, timing, scoring, scoreboard equipment, system and services; time measuring products, TV graphics system and services, results systems and Commentators Information System and services (currently TISSOT)
- Bicycle-shoes, bicycle components, pedals, rims, wheels, handlebars, stems (except forks, saddles, feeding bottles and tyres), connected cycling components (solely limited to the list of products listed before and power meters) (currently SHIMANO)
- All kind of specific / technical cycling clothes, namely cycling jerseys, bib shorts, gloves, socks, caps, skinsuits, thermo vests and raincoats + UCI World Champion jersey (currently SANTINI)

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### APPENDIX 3 - TELEVISION RIGHTS

**The successful Bidder shall be granted the exclusive Television Rights of the UCI Cycling Esports World Championships.**

#### Introduction

TV coverage of the UCI Cycling Esports World Championships should bring all essentials to the audience, featuring athletes, full statistics, atmosphere, drama and human aspects of the event

#### Deliverables:

The successful Bidder will be responsible for the production of the live television International Signal of the UCI Cycling Esports World Championships in accordance with the standards of production set out below:

- a continuous live signal, free from commercial breaks, of the UCI Cycling Esports World Championships to an international standard;
- audio and colour video;
- minimum HD 1080i/50 (or HD 1080i/59.94 in dedicated countries);
- aspect ratio 16:9;
- English live commentary (by native English speaker);
- full audio set up for international sound;
- 1 fully equipped commentary position;
- 1 complete set up for the flash interview;
- official UCI TV graphics;
- capability to integrate TV graphics with composite key & fill
- the signal shall be made available on Site to an international gateway.