

# Part 1: Invitation For Bid

## IFB Terms and Conditions

### 1.1 Purpose of the IFB

This IFB is conducted by **VW Volleyball World SA** (“**VW**”) as the FIVB’s exclusive commercial rights holder of the **FIVB Volleyball Men's World Championship 2022** (“**MWC**”).

The purpose of this IFB is to provide Organisers with the opportunity to bid for the rights, including hosting, commercial, and domestic media rights, associated with the organisation of the **MWC 2022** (the “**Event**”) (as better specified in Appendix 1 – Competition Format).

### 1.2 No VW Obligation

This IFB is not a tender and does not commit VW in any way to select a Bidder, or to proceed to negotiations for an agreement, or to award any agreement. VW reserves the complete right to, at any time, reject all Bids, and to terminate this IFB process. VW, in its sole discretion, reserves the complete right to, at any time, suspend, discontinue, amend, modify and/or withdraw from this IFB or re-invite Bids for the Event on substantially the same or completely different terms.

VW reserves the right to determine how to progress with negotiations following the submission of Bids and to award the Event to a Bidder within the absolute discretion of VW in accordance with terms and conditions agreed upon by VW and the Bidder. VW may choose to select preferred Bidder and may determine the manner of negotiations, including direct negotiations or additional rounds of bidding, in its sole discretion. Each Bidder acknowledges that VW shall have the sole right to determine whether or not negotiations shall be conducted on an exclusive basis and to determine the period of negotiation.

### 1.3 Governing terms for IFB

The Bidder herewith accepts and agrees that the present Terms and Conditions (“**TnC**”), including the Appendices and Schedules, govern the organisation and hosting of the Event that is the subject of this IFB.

The Bidder understands and accepts that VW is entitled, at any time during the bidding process and/or after the bid is awarded to the selected Bidder(s), to amend, delete or supplement the provisions herein and to add new requirements in connection to the delivery of the Event, at VW’s sole discretion. The Bidders agrees to accept and comply with any such amendment, deletion, supplementation and/or addition and shall have no claim in this respect. However, shall any such amendment, deletion, supplementation and/or addition result in a material adverse effect on the financial burden of either Party, the affected Party shall notify the other Party

demonstrating such material adverse effect; the Parties shall jointly address in good faith such material adverse effect and discuss potential solutions satisfactory to the Parties.

#### 1.4 Bidding Deadline

All bids to host the 2022 edition of the Event must be received by VW at the email address, [event.hosting@volleyball.world](mailto:event.hosting@volleyball.world) **by no later than 5:00 PM Central European Standard Time on 14<sup>th</sup> March 2022**. All Bids received by the deadline are final, cannot be withdrawn and can only be revised after the deadline upon VW's request.

#### 1.5 Bidders

This IFB is open to National Federations, Volleyball Clubs, Agencies, Promoters, cities and any other third party interested in participating in the bid process for the Event. By submitting a bid, any prospective bidder represents and warrants that it has the capacity and authorisation to organise the Event in the bidder's proposed host country and city and is aware of the relevant local legislation, governmental requirements and other requirements or restrictions known at the time of the bid necessary to organise the Event in the bidder's proposed host country and city.

#### 1.6 Communication to NFs (National Federations)

Any Bidder should be aware that the NF competent for the territory where the Bidder wishes to host the Event may have commercial or organisational requirements or restrictions under domestic law, as applicable.

VW reserves the rights to disclose the names of the Bidders (but not the value, conditions and details of the Bids) to the relevant NFs in order to solicit said NFs' endorsement.

#### 1.7 Bidder's Expenses

Bidders are solely responsible for their own expenses in preparing and submitting Bids, and for any meetings, negotiations or discussions with VW or its representatives and consultants, relating to or arising from this IFB. VW and its representatives, agents, consultants and advisors will not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Bidder in preparing and submitting a Bid, or participating in negotiations for an Agreement, or other activity related to or arising out of this IFB.

#### 1.8 No Agreement

By submitting a bid and participating in the process as outlined in this IFB, Bidder expressly agrees that no agreement of any kind is formed under or arises from this IFB prior to a formal appointment by VW as described in the IFB. The submission of a bid does not constitute a contract nor the acceptance of an offer

by VW. Rather, the submission of a bid constitutes an offer by the Bidder to VW that VW can choose to accept or not in its sole discretion subject to the terms and conditions set out herein and the execution of a Long Form Agreement, if any, between the Parties.

The Bidder cannot waive its bid and, by submitting the bid, accepts to be irrevocably bound to the terms of this IFB, subject to formal appointment by VW.

This IFB does not contain any representation or warranty upon which any Bidder is entitled to rely at any point in time in order to bring any claim, action or proceedings against VW.

#### 1.9 Submission of the Bid

The Bidder shall pay attention to the expectations and requirements of the IFB and shall make sure that the contents of the Bidder are fully and thoroughly completed. If a Bidder fails to adequately provide the necessary information to allow VW to properly evaluate its Bid, the VW reserves the right to reject a Bid.

It is the Bidder's responsibility to check any information in this IFB and make further inquiries that it may need to complete its Bid. The Bidder will be deemed to have made themselves fully aware of any matters which may influence its Bid. A Bidder may not claim any lack of knowledge or understanding of this IFB.

#### 1.10 Conflict of Interest

A Bidder shall disclose in its Bid any actual or potential conflicts of interest and existing business relationships it may have with VW, FIVB, its elected or appointed officials, representatives, member federation officials and representatives or employees. VW may rely on such disclosure.

#### 1.11 Solicitation of VW Staff and Officials

Bidders and their agents shall conduct themselves with the highest level of integrity and shall respect the relevant provisions of the FIVB Event Regulations and the FIVB Disciplinary Regulations. The point of contact for this IFB shall be the VW Representative, who will be informed to the Parties. The VW Evaluation Team may contact Bidder in order seek clarifications or request additional information regarding their Bids.

#### 1.12 Property and Confidentiality

All Bids, supporting documentation and generally Bidder's submissions to VW prior to its appointment become the property of VW and will not be returned to the Bidder. All submissions will be held in confidence by VW unless otherwise required by law or stipulated in these TnC.

#### 1.13 Key Persons

The Bidder shall identify up to two (2) key persons that will be committed to be in charge and actively work throughout the project, if the Bidder is selected.

#### 1.14 Evaluation Team

The evaluation of Bids will be undertaken on behalf of VW by the Evaluation Team, which shall be defined in accordance with Article 99.4 of the FIVB Event Regulations. The Evaluation Team may consult with others as the Evaluation Team may in its discretion decide what is required.

#### 1.15 Evaluation Criteria

The Evaluation Team will compare and evaluate all Bids to determine the Bidder's strength and ability to host the Event. The Evaluation Team will not be limited to any selection criteria. It may consider various criteria that the team identifies as relevant during the evaluation process, such as the presentation of marketing and communications plans, sporting considerations, etc. The Evaluation Team may also consider any additional proposals regarding the organisation of the Event, including the structure of the organisation of the Event. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Bids by comparing one Bidder's Bid to another Bidder's Bid.

The Evaluation Team shall not consider any Bids submitted by Bidders that are current subject to sanctions by the FIVB.

#### 1.16 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Bidder with respect to any Bid, and the Evaluation Team may make such requests to only selected Bidders. The Evaluation Team may consider such clarifications or additional information in evaluating a Bid.

#### 1.17 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Bidders to appear before the Evaluation Team to provide clarifications of their Bids. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Bids.

#### 1.18 Applicable law and dispute resolution clause

This IFB shall be construed in accordance with the FIVB Constitution and Regulations and shall be governed by the Laws of Switzerland without regard to its conflict of law rules.

Any dispute arising from or related to the IFB and the bidding process must be negotiated in good faith by the Parties. If the Bidder and the FIVB are unable to conciliate after thirty (30) days from notification of the start of the conciliation, the dispute can be submitted exclusively to the Court of Arbitration for

Sport in Lausanne, Switzerland, and resolved definitively by a panel of three arbitrators in accordance with the Code of Sports-related Arbitration in force at the time of the notification. The language of the arbitration will be English.