

# Bidding Regulations for the AFC Asian Cup 2023™

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## DEFINITIONS

In these Regulations, capitalised terms shall have the following meanings, unless the context specifically indicates otherwise.

Accreditation Policy	The basic requirements, rules and parameters as approved by the AFC in writing for granting admission to Controlled Access Areas in connection with the Competition.
AC2027 BMA	A BMA which participates in the bidding process for the AFC Asian Cup 2027 that is ongoing in parallel to the Bidding Process.
Additional Terms and Conditions for Joint Bids or Additional Terms	The “Additional Terms and Conditions for Joint Bids” document defining additional conditions and requirements that apply to the Co-BMAs intending to submit a Joint Bid.
Advertising Rights	The right to promote brands and/or corporate names and/or products and/or services at and/or in relation to the Competition by whatever means available, whether existing now or to be developed in the future, whether at the Stadiums or within the Controlled Access Areas, by in-Stadium/out-Stadium perimeter signage and other advertising, digital signage and screens, closed circuit television, equipment usage or other methods and through printed matter (including digitally delivered printed matter) such as programmes, posters, letterheads, press releases, newsletters and tickets, and subject to the AFC Requirements, the right to display such advertising on the clothing or footwear worn, or on any equipment used, carried or transported by the AFC Delegation, medical and security staff, ball kids, player escorts, flag bearers and/or photographers. The display of the name and/or logo of the bona fide supplier of clothing on the strip of the uniforms of the AFC Delegation are also included. For the avoidance of doubt, advertising on the strip of participating players is excluded, other than where it is the trademark of the bona fide manufacturer and is in accordance with FIFA and/or AFC Requirements. Similarly, branding on any equipment, goods and/or services used in connection with the Competition, save where supplied by a Commercial Affiliate, may only include customary branding of the bona fide manufacturer and may not be associated in any way with the Commercial Rights.
AFC	Asian Football Confederation.

AFC Commercial Rights Partner	Any entity appointed by the AFC for the sale of Commercial Rights, (all or parts thereof), and the provision of services in relation thereto.
AFC Committees	Any committee of the AFC as constituted in accordance with the AFC Statutes.
AFC Delegation	Means collectively: (i) AFC staff members; (ii) Match Officials; (iii) other officials appointed by the AFC; (iv) AFC Committee members; and (v) AFC guests.
AFC Executive Committee	The Executive body of the AFC.
AFC General Secretariat	The administrative body of the AFC.
AFC Marks	All design marks, slogans, designations, names, logos, insignia, emblems or devices (in any application) and any approved derivations thereof, owned and/or controlled by the AFC (in any language) relating to, or used to indicate and identify, the AFC itself, but excluding the Competition Marks.
AFC Requirements	Any requirements, directives, regulations, guidelines, circulars, decisions or other instructions, including those contained and foreseen within the Bidding Documentation, that the AFC imposes upon the Organising Association and the BMAs.
AFC Website	The official website of the AFC (currently <a href="http://www.the-afc.com">http://www.the-afc.com</a> , including all other domains and official media platforms and digital channels created and/or registered by, or on behalf of, the AFC, such as Facebook, Twitter, Google+, YouTube, Flickr, etc. or blogs, websites, apps or similar media tools.
Bid Agreements	The template agreements provided by the AFC to the BMAs as part of the Bidding Documentation, which include the: (i) OAA; (ii) Stadium Agreement; (iii) Host City Agreement; (iv) Form of Legal Opinion;

	(v) all Letter of Undertakings.
Bid Book	The document to be completed by the BMA in compliance with the Bid Book Structure and Contents Outline and to be submitted to the AFC during the Bidding Process, which includes all Bidding Documentation and further information requested by the AFC and incorporates any additional content, information, undertakings, representations, warranties, assurances and commitments made or given in any other form by the Organising Association prior to its selection in connection with its bid to host and stage the Competition.
Bid Book Structure and Contents Outline	The document provided by the AFC to the BMAs which sets out the mandatory content, structure and format of the Bid Book.
Bidding Documentation	The documents sent by the AFC to the BMAs during the Bidding Process, including: (i) the Bid Agreements; (ii) the Government Guarantees; (iii) the Government Declaration; and (iv) the Host City Declaration;
Bidding Member Association (BMA)	Any Member Association that takes part in the Bidding Process until such time that the Bidding Process is concluded or they withdraw or are excluded from the Bidding Process.
Bidding Process	All steps and stages of the process of bidding undertaken or conducted by the AFC in accordance with these Regulations prior to the selection of the Organising Association for the Competition.
Broadcast Partner	Any entity, including the Host Broadcaster, which has been, or will be, granted the Media Rights to the Competition.
Co-BMA	Any BMA that expresses an interest in co-hosting the Competition together with one (1) other BMA and submit a Joint Bid.
Commercial Affiliates	Any entity which has been, or will be, granted by the AFC the right to exercise and exploit the Commercial Rights (or any part thereof) in respect of the Competition.

Commercial Rights	Advertising Rights, Concession Rights, Hospitality Rights, Image Rights, Media Rights, Merchandise Rights, Promotional Rights, Sponsorship Rights, Travel and Tour Rights and any other rights of a commercial nature relating to the Competition.
Competition	The final tournament of the AFC Asian Cup 2023™, which includes without limitation, all Matches as set out in the match schedule, all activities on the field of play (other than Matches), opening ceremonies, presentation or closing ceremonies, press conferences or Official Functions connected therewith.
Competition Marks	All design marks, slogans, designations, names, logos, insignia, emblems, mascot or devices (in any application) and any approved derivations thereof, owned and/or controlled by the AFC (in any language) relating to, or used to indicate and identify, the Competition.
Concession Rights	Sampling, vending, display and other distribution methods and payment methods connected therewith for and of products or services, including pourage rights at the Stadiums and Controlled Access Areas.
Controlled Access Area	The Stadiums, field of play and pitch area, Official Training Sites and such other locations associated with the Matches and/or Competition, including their fences, perimeters and the aerial space above; the location of Official Functions, press centres, ticket office, any official AFC fan park, designated official hotels (including but not limited to the official hotels for the participating teams), media facilities, hospitality boxes or such other official hospitality and VVIP or VIP areas, and such information centres that are used in connection with the Competition, whether at the Stadiums or elsewhere within proximity of the Venues; and any other areas to which admission is regulated by the Accreditation Policy, and the surrounding and adjacent areas to the locations described above.
Digital Media	Any digitalised media (including the AFC Website, the Official Website and any related Competition website) created by the AFC in relation to the Competition, including any mobile website, mobile application (app), online video channel, data product, photo-sharing account, social media account, and any further form of digital media developed herewith.

Government Declaration		The declaration by the highest competent national executive governmental authority of the host country, declaring the willingness to support the hosting of the Competition in the country of the BMA.
Government Guarantees		Written guarantees authorised by the relevant national government departments in connection with the requirements deemed necessary by the AFC for the successful staging and organisation of the Competition.
Government Assessment	Legal	<p>A written, descriptive statement by the competent national government department providing a summary of:</p> <ul style="list-style-type: none"> <li>(i) all applicable laws, rulings and regulations (whether federal, state or municipal) which may impact (whether positively or negatively);</li> <li>(ii) all special laws, regulations and ordinances which are intended to be enacted by the government regulations (on the federal, state or municipal level) to support; and</li> <li>(iii) such further information which may support; the hosting of the Competition or the exploitation and/or protection of the Commercial Rights.</li> </ul>
Hospitality Rights		The opportunity to offer and sell hospitality and entertainment services at the venues or within the Controlled Access Areas in combination with tickets whether such facilities are in boxes, marquees or otherwise, but excluding those non-commercial functions and facilities reserved for officials and guests of the AFC and/or the Organising Association not forming part of the Commercial Rights.
Host Broadcaster		The entity appointed to ensure and provide the production of the broadcast signals of the Matches and other events of the Competition, and the provision of all related services in accordance with the Media Rights granted to it.
Host City		A city and/or identifiable metropolitan area in which a Stadium is located.
Host City Agreement		An agreement with the municipal authorities of a city where Matches shall be played, in the form of the template provided by the AFC.

Host City Declaration	The declaration by the head of the competent municipal authority, declaring the willingness to support the staging of Matches in the candidate host city.
Image Rights	The right to use still and/or moving images and/or representations of participating teams, participating players, other members of the Team Official Delegations, match officials and/or other officials forming part of the Competition.
Inspection Visit	A visit conducted by a delegation of the AFC General Secretariat to the territory of a BMA to meet any persons or bodies relevant to their bid to host the Competition and to inspect, inter alia, the host cities, infrastructure, and accommodation proposed.
Joint Bid	A bid submitted by Co-BMAs for the joint organising, hosting and staging of the Competition in their territories in accordance with the terms of these Regulations and the Additional Terms and Conditions for Joint Bids.
Letter of Undertakings	The undertakings to be executed by various parties in the form of a separate letter, including Sponsor Non-Infringement Undertakings.
List of Requirements (LOR)	The AFC list of requirements which must be fully complied with by the Organising Association in its organising, hosting and staging of the Competition, which forms Annexure 1 of the OAA.
Local Organising Committee (LOC)	The local organising committee established by the Organising Association, entrusted with the responsibility for organising, hosting, and staging the Competition in accordance with the provisions of the Bidding Documentation and the terms of the OAA.
Match	A football match in its entirety (including a replayed and/or deferred football match, extra time and kicks from the penalty mark) which takes place as part of the Competition in accordance with the match schedule.
Match Official	Any individual appointed to officiate a Match in the Competition in the role of a referee, assistant referee, fourth official, video assistant referee (VAR), assistant



	video assistant referee (AVAR), referee assessor and any other match official stipulated in the Laws of the Game.
Media Rights	The right and licence to produce edit and transmit, for intelligible reception throughout the world in any language and in any format and on any platform including film, fixed media, Digital Media, games, internet, public exhibition, radio, mobile and television, a visual, audio-visual, and/or audio signal and/or image or recording (including the basic feed, multi feeds, additional feeds, audio feeds, a feed incorporating Competition data, world feed and unilateral feeds) of the Competition and all interview activities and action during and forming part of the Competition including Official Functions and the Image Rights by any and all means of transmission distribution, exhibition and reception, now existing or hereinafter developed including but not limited to analogue, digital, satellite cable and interactive communications system, on a live, delayed and unlimited repeat basis, in full or in part (including by way of clips and/or highlights and/or support programmes and/or magazine shows and or news access), and all rights to exploit any and all commercial opportunities (including for example broadcast sponsorship and commercial airtime opportunities) arising from and/or in connection with such rights.
Member Association	A football association which is a member of the AFC.
Merchandise Rights	The right to use and exploit the Competition Marks and/or Official Designation in the manufacture, packaging, distribution and sale of goods and services of all kinds, including items of equipment (e.g. footballs), clothing, coins, medals, games (electronic or otherwise), other collectibles and Premiums related to the Competition.
Official Designation	The designation “AFC Asian Cup 2023” and/or “AFC Asian Cup (Host Country) 2023” as well as any translation thereof into the official language(s) of the host country as well as into other languages at the sole discretion of the AFC.
Official Function	Any official event organised or sanctioned by the AFC in connection with the Competition, including the final draw, the team workshops, the referee workshops, press

	conferences, official dinners or lunches and banquets, and as otherwise advised by the AFC from time to time.
Official Logo	The official logo of the Competition.
Official Website	The only website of the Competition operated exclusively by the AFC, with a dedicated URL owned and/or registered by or on behalf of the AFC for the AFC Asian Cup 2023™.
Organising Association	The Member Association(s) appointed by the AFC in accordance with these Regulations to organise, host and stage the Competition.
Organising Association Agreement (OAA)	The organising association agreement concluded between the AFC and the Organising Association for the organisation, hosting, and staging of the Competition.
OAA Amendment for Co-Hosting Initiatives	The amendment to the OAA concluded between the AFC on the one side and both Co-BMAs on the other side governing the special terms and conditions applying to the co-organisation and co-hosting of the Competition.
Promotional Rights	Any rights to produce and/or distribute official publications, official suppliers, official products, sales promotion including the right to organise promotional competitions (including any sweepstakes or lotteries) and to make awards and give prizes, official music rights, the right to use an Official Designation, and all other rights of commercial value in regard to the Competition.
Regulations	These Bidding Regulations for the Competition as ratified by the AFC Executive Committee.
Sponsor Non-Infringement Undertakings	The undertakings to be executed by any sponsors supporting, and associating with, the bid of the BMA (so called Letter of Undertaking – BMA Sponsors as set out in Appendix 2 of Schedule A) in relation to the Commercial Rights and further rules of conduct in connection with the Bidding Process.
Sponsorship Rights	The right, in any and all media, throughout the world, and in all languages, to promote an association between the Competition and certain products, services, and/or brands, and shall include (by way of illustration only) the exclusive right to exercise rights of

	<p>association with the Competition, including the right to:</p> <ul style="list-style-type: none"> <li>(i) use an Official Designation;</li> <li>(ii) use the AFC Marks and/or applicable Competition Marks on branded products and/or product packaging (including premiums, and in relation to the Competition Marks only on items for retail sale) and/or advertising;</li> <li>(iii) receive commercial programme Tickets; and/or</li> <li>(iv) receive broadcast sponsorship opportunities in connections with broadcasts of a Match or Official Function.</li> </ul>
Stadium Agreement	An agreement, to be entered into between the Organising Association, the AFC and the owner and/or controller of a Stadium, granting the exclusive right to use and/or sub-license the use of a Stadium for the Competition.
Team Official Delegation	The final registered delegation of a participating team which shall comprise the number of participating players and officials set out in the Competition Regulations.
Travel and Tour Rights	The right to organise and/or sub-license official travel and tour activities in relation to the Competition, which travel and tour activities shall, for the avoidance of doubt, include the provision of Tickets to one (1) or more Matches and/or Official Functions.
Venue	The Host City and the immediate surrounding area in which a Stadium is located.
Withdrawal Agreement	An agreement, to be entered into between an AC2027 BMA, and the AFC, formalising the withdrawal of said BMA from the bidding process for the AFC Asian Cup 2027 should such BMA be selected by the AFC Executive Committee as Organising Association for the Competition.

For the purposes of these Regulations, and provided the context so permits:

- (a) the singular shall include the plural and vice-versa;
- (b) the feminine gender shall include the masculine and vice-versa;
- (c) reference to natural persons shall include any legal person or corporation;

- (d) references to “include” or “in particular”, “e.g.” or similar shall be construed as being inclusive, without limitation, to the listed examples;
- (e) references to the AFC shall include its successors and permitted assigns and, in relation to the availability of the Commercial Rights, its respective Member Associations and the AFC Committees;
- (f) reference to any Commercial Affiliate or the AFC Commercial Rights Partner shall include where advised by the AFC, its successors, and permitted assigns and, in relation to the exercise and exploitation of the Commercial Rights or parts thereof;
- (g) all defined terms, unless otherwise stated herein shall bear the same meaning as ascribed in the AFC Statutes, unless the context indicates otherwise.

## SECTION 1: BIDDING REGULATIONS FOR THE AFC ASIAN CUP 2023™

### 1. Introduction

1.1. The AFC Asian Cup™ is the AFC's flagship men's national team tournament and one of the most prestigious and popular sports events in the world. The AFC Asian Cup™ is staged by the AFC once every four (4) years and comprises a qualifying stage and final stage. Given its significance, it is the AFC's avowed objective to secure the best possible hosting conditions in Asia for the AFC Asian Cup™ by setting a clear and open bidding procedure to select the AFC member association, or two or more AFC member associations that submit a joint bid, to host the AFC Asian Cup 2023™.

1.2. On 12 May 2022, the Member Association appointed by the AFC to host and stage the Competition has withdrawn from hosting the Competition. In view of this exceptional circumstance, a decision was made at the 32<sup>nd</sup> ordinary AFC Congress held on 18 May 2022 that Article 73 (2) of the AFC Statutes shall no longer apply to the selection of the host of the AFC Asian Cup 2023™ (in particular, that the AFC Congress shall no longer take the final decision on the host) and that instead a mandate will be granted to:

1.2.1. the AFC Administration to define the terms and requirements of an expedited bidding process to find a replacement host for the Competition and to operate the same (including determining the rules applicable to the bidding process; addressing any scheduling matters; defining the requirements for the bidding and hosting; defining the criteria for the selection of the host of the event; and setting the applicable technical and other requirements) and to submit a report to the AFC Executive Committee following conclusion of the bidding process with its recommendations; and

1.2.2. following such bidding process, the AFC Executive Committee to have the power to take a final decision on the selection of the replacement host.

Pursuant to the decision above, the AFC General Secretariat is organising and operating this Bidding Process in an expedited and focused form to identify a suitable host for the organising and staging of the Competition.

1.3. These Regulations govern the Bidding Process applicable to the appointment of the Organising Association for the Competition which shall be conducted in a fair and transparent manner. The management and operation of the Bidding Process shall be the responsibility of the AFC General Secretariat.

1.4. These Regulations and all related directives, decisions, guidelines, and circulars issued by the AFC in relation to the Bidding Process shall be binding upon all Bidding Member Associations ("BMAs").

1.5. Only the Member Associations that are not subject to suspension or expulsion by FIFA or the AFC are eligible to participate in the Bidding Process. Further, in view of the extraordinary nature of this Bidding Process, the following additional restrictions in respect of eligibility to participate shall apply:

- 1.5.1. in consideration that, at the time when the new Bidding Process governed by these Regulations is launched by the AFC, the qualifying stage of the Competition is currently in progress and respecting the sporting merits of the same, only Member Associations whose representative teams that have qualified through the sporting qualification process for the Competition (before the decision on the host selection) shall be eligible to participate in the Bidding Process; and
  - 1.5.2. in view of the fact that the bidding process for the AFC Asian Cup 2027 is ongoing in parallel and will not be concluded at the date of the selection of the host for the Competition, special requirements set out under these Regulations shall be binding on those Member Associations that participating in the bidding process for the AFC Asian Cup 2027 (“AC2027 BMAs”).
- 1.6. Any rights and proprietary interests associated with the Bidding Process or the Competition that are not granted by these Regulations and/or specific agreements to any third party shall vest in the AFC.
- 1.7. Any reference to the AFC Statutes and to AFC and FIFA regulations refer to those valid at the time of application.

## SECTION 2: BIDDING PROCESS

2. Expression of Interest
  - 2.1. The AFC shall send out a circular letter inviting Member Associations to express their interest in hosting the Competition.
  - 2.2. Member Associations that are interested in hosting the Competition shall submit an Expression of Interest Form to the AFC by 30 June 2022.
  - 2.3. Member Associations that are interested in co-hosting the Competition together with one (1) other Member Association in the form of a co-hosting shall notify the AFC in writing of such intention and submit a Joint Bid under the Expression of Interest Form by 30 June 2022. In such case, the Additional Terms and Conditions for Joint Bids as set out in Schedule 1 shall apply in addition to these Regulations.
  - 2.4. Any Member Association that fails to submit an Expression of Interest Form by the stipulated deadline is not eligible to become a BMA.
3. Dispatch of Template Bidding Documentations
  - 3.1. In view of the expedited timelines applying to this Bidding Process, the AFC will use its reasonable endeavours to dispatch the Bidding Documentation to all BMAs on the dates set out in this Article 3.
    - 3.2. The AFC shall distribute the following documents to the BMAs following the approval of the AFC Executive Committee, by the latest the distribution is foreseen to take place on 20 June 2022:
      - 3.2.1. these Regulations, incorporating the Additional Terms and Conditions for Joint Bids, the Bidding Marketing Guidelines, its appendices and schedules, the Bid Book Structure and Contents Outline, and all template documents listed below;
      - 3.2.2. template Government Guarantees;
      - 3.2.3. template Government Declaration;
      - 3.2.4. template Host City Declaration;
      - 3.2.5. template Form of Legal Opinion; and
      - 3.2.6. template Withdrawal Agreement (applicable only to AC2027 BMAs).
    - 3.3. The AFC shall distribute the following to the BMAs in July 2022:
      - 3.3.1. template OAA.
      - 3.3.2. template Host City Agreement; and

3.3.3. template Stadium Agreement;

3.4. The AFC will not distribute a template Government Legal Assessment. The Government Legal Assessment shall be drafted as a descriptive statement, without mandatory form, to be issued by the competent national government department in the country of the BMA, in addition to a summary of:

3.4.1. all applicable laws, rulings and regulations (whether federal, state or municipal) which may impact (whether positively or negatively); and

3.4.2. all special laws, regulations and ordinances which are intended to be enacted by the government regulations (on the federal, state or municipal level) to support;

the hosting of the Competition or the exploitation and/or protection of the Commercial Rights, the Government Legal Assessment may provide to the AFC useful information (on a summary basis) with respect to:

(a) the track record of support given by the national government to sporting initiatives in the past;

(b) any public statements of support by members of the government to the BMA's initiative to bid for, and host, the Competition; and/or

(c) any procedures and measures planned to be taken by the government to support the hosting of the Competition in the country of the BMA and any procedures planned to ensure coordination between government authorities.

4. Submission of Bidding Documentation

4.1. All documents forming part of the Bidding Documentation shall be submitted to the AFC by the deadlines and subject to the terms and conditions set out in this Article 4.

4.2. BMAs shall submit to the AFC the Sponsor Non-Infringement Undertakings as soon as they appoint a sponsor of their bid campaign, or by 31 August 2022 whichever is earlier. In the event that the BMA, subsequent to such due date, appoints during the Bidding Process any third party as further sponsor for its regular business or as sponsor supporting its bid, the BMA shall immediately notify the AFC in writing about such appointment and shall provide the respective Sponsor Non-Infringement Undertaking within ten (10) days following the execution of the respective sponsorship agreement.

4.3. BMAs shall submit to the AFC by 31 August 2022:

4.3.1. the Bid Book, meeting the additional requirements for Joint Bids pursuant to the Additional Terms and Conditions for Joint Bids (if applicable);

4.3.2. the unilaterally executed OAA.



- 4.3.3. the Host City Agreements, the Host City Declarations and Stadium Agreements, all to be unilaterally executed by the relevant legal entities.
    - 4.3.4. the duly executed Government Guarantees, the Government Declaration and the Government Legal Assessment;
    - 4.3.5. the duly executed Legal Opinion; and
    - 4.3.6. the unilaterally executed Withdrawal Agreement (applicable only to AC2027 BMAs).
  - 4.4. In the event that one (1) or more BMAs require more time to submit to the AFC the duly executed Government Guarantees, the Government Declaration and/or the Government Legal Assessment, upon written request by the BMAs, the AFC exceptionally may agree in writing to an extension of the deadline for the submission of these documents until 15 September 2022.
  - 4.5. In view of the necessary short timelines applying to this Bidding Process, it is not foreseen by the AFC to organise a handover ceremony or similar type of media event for the BMAs to publicly submit their Bid Book and/or present their bid. The AFC may however, at its sole discretion, decide to organise such ceremony or event and, if so, reserves the right to decide on the form and type of such event.
5. Formal Requirements for all Bidding Documentation
  - 5.1. Unless otherwise permitted in Article 5.2 below, the BMAs shall submit to the AFC all Bidding Documentations without any deviations from the template documents or structures as provided by the AFC.
  - 5.2. In exceptional cases, a deviation from the template documents or structures provided by the AFC is permitted if such deviation is requested by the BMAs in writing and the AFC agrees in writing upon a specific deviation from a template document or structure, in particular if a deviation from such template documents or structures is considered necessary by the AFC to achieve a result corresponding to the fullest possible extent to the purpose of such documents and structures.
  - 5.3. The bid of the BMAs to host the Competition in the country of the BMA, consisting of the Bid Book and all unilaterally executed Bidding Documentations shall be submitted in a manner not being subject to any conditions and/or other reservations and shall, once submitted to the AFC, not be altered and/or revised, unless requested by the AFC in writing.
  - 5.4. Except for Article 15 below, in relation to the Government Legal Assessment no formal requirements shall apply and the BMA shall submit a statement by the competent national government department in such form as determined by such department.
6. Bidding Workshop and Working Meetings
  - 6.1. Subject to further information to be provided by the AFC at a later date, the AFC may organise a bidding workshop for all BMAs in August 2022. Such bidding workshop

may be organised either by means of a video conference or a physical meeting to be held at the AFC Headquarters in Kuala Lumpur, Malaysia.

- 6.2. The bidding workshop shall serve to provide the BMAs with guidance on the Bidding Process and the opportunity to clarify any doubts and questions they may have in respect of the same in an open and transparent forum.
- 6.3. The BMAs may be required by the AFC in writing to provide in an individual session a first, preliminary presentation on their bidding proposals.
- 6.4. The AFC may, upon request by a BMA organise working meetings with the BMAs to provide further relevant operational, legal and other information on the Bidding Process and/or the hosting of the Competition, either on an individual or collective basis.
- 6.5. In addition to the bidding workshop, upon individual request by the BMAs, the AFC may organise by means of a video conference dedicated working meetings for representatives of such BMAs and important local stakeholders to provide further information and guidance regarding the requirement to document the necessary level of support by the relevant government authorities in the country of the BMAs through the submission of duly executed Government Guarantees, the Government Declaration, the Government Legal Assessment and the Host City Declaration.

## 7. Amendments to the Bidding Process

- 7.1. The AFC General Secretariat may, at any time during the Bidding Process:
  - 7.1.1. amend any of the provisions, procedures, terms and requirements of, and any related documentation governing, the Bidding Process;
  - 7.1.2. may suspend or postpone all or certain phases of the Bidding Process; and/or
  - 7.1.3. may abandon the Bidding Process entirely.

In any such case, the AFC shall notify the BMAs in writing about such amendments and decisions.

## 8. Inspection Visits

- 8.1. The AFC may conduct focused Inspection Visits to the territories of the BMAs (in whole or in part) to verify and evaluate matters relating to the BMA's bid to organise, host and stage the Competition. The AFC may, or may not, at its sole discretion, conduct an Inspection Visit in respect of any proposed Venue that was used in past editions of the AFC or international competitions or which was recently inspected by the AFC.
- 8.2. The AFC shall provide in advance detailed information to each BMA regarding the requirements and format of any Inspection Visit.

## 9. Bid Evaluation and Selection of Organising Association

- 9.1. The AFC shall conduct a summary examination of each submitted Bid Book and, to the extent applicable, the results of each Inspection Visit in view of its objective to appoint a BMA or two (2) BMAs (in the case of a Joint Bid) providing the best possible conditions for the hosting of the Competition in the territory of one (1) BMA or the territories of both BMA's (in the case of a Joint Bid), in particular to:
  - 9.1.1. maintain and develop the Competition at the highest international quality standards in a manner promoting the statutory objectives, while securing and enhancing the financial income, of the AFC;
  - 9.1.2. ensure the successful hosting of the Competition in the territory of one BMA or the territories of both BMAs (in case of a Joint Bid), minimising the risks caused by the extraordinary nature of the circumstances and the short timeline leading to the Competition;
  - 9.1.3. secure the best possible level of support from the governmental authorities in the country of the BMA; and
  - 9.1.4. contributing to the commercial success of the Competition by ensuring the unfettered use, exploitation and delivery of the Commercial Rights by the AFC and its Commercial Affiliates and securing direct and indirect commercial benefits for the AFC.

In connection with the evaluation of each Bid Book, the AFC may request further information on, clarification of, or revisions to, any Bid Book.

- 9.2. The AFC shall prepare a brief, written evaluation report concerning each BMA assessing in a fair, impartial and transparent manner:
  - 9.2.1. the BMA's compliance with these Regulations; and
  - 9.2.2. the merits of each Bid Book with respect to (a) risks and benefits relating to the hosting of the Competition in the territory of one (1) BMA or the territories of both BMA's (in case of a Joint Bid); and (b) key infrastructural and revenues/costs components.

The method of the evaluation of each Bid Book shall be described in a dedicated set of guidelines to be issued by the AFC.

- 9.3. The evaluation reports for all BMAs shall be submitted to the AFC Executive Committee for its consideration.
- 9.4. In consideration of the recommendations provided by the AFC Administration, the AFC Executive Committee shall select the Organising Association or Organising Associations (in case of a Joint Bid). Such decision shall be made at the meeting of the AFC Executive Committee on 17 October 2022 or such other date as advised by the AFC.

- 9.5. Following the decision of the AFC Executive Committee, the authorised representatives of the AFC shall countersign the OAA unilaterally executed by the relevant BMA or BMAs (in the case of a Joint Bid) to officially appoint the relevant BMA or BMAs (in the case of a Joint Bid) as the Organising Association(s).

Furthermore, in the event that the AFC Executive Committee selects a BMA as the host of the AFC Asian Cup 2023™ that also qualifies as an AC2027 BMA, the authorised representatives of the AFC shall countersign the Withdrawal Agreement as set out in Schedule K.

## 10. General Principles

- 10.1. The Bidding Process timeline is set out under at Schedule B to these Regulations. It is subject to change at any time by the AFC General Secretariat without any liability. It does not constitute an offer, nor does it create any legal relationship between the AFC and any BMA.
- 10.2. The AFC may request for any additional information, guarantees, and/or documents necessary to complete the assessment of a Bid Book or a BMA at any time. Such additional information, guarantees, and/or documents may be used at any point in the Bidding Process for evaluation purposes.
- 10.3. The AFC may appoint independent consultants and/or collect additional independent information necessary to complete the assessment of a Bid Book or BMA at any time. Such opinions and/or such additional independent information may be used at any point in the Bidding Process for evaluation purposes.
- 10.4. The following documents required for submission as part of the Bidding Process are set out as Schedules to these Regulations:
- 10.4.1. Schedule A (Appendix 2): template Letter of Undertaking – BMA Sponsors;
  - 10.4.2. Schedule C: template Government Guarantees;
  - 10.4.3. Schedule D: template Government Declaration;
  - 10.4.4. Schedule E: template Host City Declaration;
  - 10.4.5. Schedule F: template Form of Legal Opinion;
  - 10.4.6. Schedule I: template Additional Terms and Conditions for Joint Bids; and
  - 10.4.7. Schedule K: template Withdrawal Agreement (applicable only to AC2027 BMAs).

Except as otherwise approved by the AFC in writing pursuant to the submission instructions for the Government Guarantees as contained in Schedule C, BMAs must submit all template documents required by the AFC to be submitted as part of the

Bidding Process in full compliance with, and without any deviations from, the respective template document provided by the AFC.

- 10.5. The terms of Schedules A-K shall remain confidential unless expressly authorised by the AFC.
- 10.6. The Bid Book submitted by a BMA must contain all relevant information, and shall comply with the format, structure and further requirements, as set out in the following Schedule to these Regulations:

10.6.1. Schedule G: Bid Book Structure and Contents Outline.

## SECTION 3: GENERAL MATTERS

### 11. Good Faith

- 11.1. BMAs shall ensure that all information provided in the Bidding Documentation during the course of the Bidding Process is provided in good faith and is true, accurate, conclusive and not misleading.
- 11.2. BMAs shall not withhold any material information relating to its Bid Book and/or its bid to host the Competition of which it is aware at any time during the course of the Bidding Process.

### 12. Liability

- 12.1. BMAs are, and remain at all times, fully responsible for all of their costs, charges, and expenses of whatever nature in connection with the Bidding Process. The BMA shall not entirely, or partially, finance its bid-related activities through any funds contributed by the AFC to the BMA.
- 12.2. The AFC will not cover or repay any such costs, charges, and/or expenses under any circumstances, regardless of whether the BMA is selected as the Organising Association.
- 12.3. BMAs undertake to work in close cooperation with the AFC and agree to indemnify, defend and hold the AFC, the AFC Commercial Rights Partner and any Commercial Affiliates and their respective subsidiaries and all of their officers, directors, employees, representatives, agents and other auxiliary persons free and harmless against any and all liabilities, obligations, losses, damages, penalties, claims, actions, fines and expenses (including reasonable legal expenses) of whatsoever kind or nature resulting from its participation in the Bidding Process and/or non-compliance with these Regulations by the BMA or any of its associated third parties.

### 13. Establishment of LOC

- 13.1. The preparation and hosting of the Competition goes far beyond the statutory business and ordinary day-to-day activities of the BMA. In order to ensure the necessary full focus on the preparations and hosting of the Competition and, whilst protecting the ordinary day-to-day activities and business of the BMA, the BMA is required to establish a local organising committee (LOC) in accordance with the following terms and conditions:
  - 13.1.1. either as a separate legal entity established and wholly owned by the BMA for the sole purpose of hosting and staging the Competition; or
  - 13.1.2. as a dedicated business unit to be established as a separate and clearly identifiable division within the BMA with a separate department structure as well as separate budget, financial, accounting and reporting systems, distinct from the ordinary business affairs of the BMA.

The BMA shall confirm its intended structure of the LOC by 15 August 2022. Based on such structuring proposal, by 31 August 2022 the BMA shall provide to the AFC

a draft of the by-laws or internal regulations in respect of the operation of the LOC in accordance with Articles 13.2.2 and 13.3.2.

### 13.2. Establishment of LOC as a Separate Legal Entity

In case the BMA wishes to establish the LOC as a separate legal entity, the following terms and conditions shall apply:

13.2.1. such separate legal entity must be formally established by the BMA prior to the decision on the selection of the host of Competition by the AFC Executive Committee on 17 October 2022 (or such other date as advised by the AFC), to ensure the immediate commencement of all necessary preparatory work given the exceptional timelines for the Competition.

13.2.2. As part of the Bidding Documentation, the BMAs must submit the following documentation to the AFC by 31 August 2022:

13.2.2.1. the proposed draft by-laws of the LOC entity in full compliance with the following requirements:

- (a) the BMA must be the sole shareholder of the LOC, unless local laws require more than one (1) shareholder, in which case the BMA shall have the maximum shareholding/control possible under the applicable local laws. Commercial entities are strictly prohibited from being appointed as shareholders of the LOC;
- (b) the BMA must be empowered to appoint the majority of the board members and retain the majority of the votes on the board;
- (c) the BMA must ensure an efficient decision-making process of the LOC and its board; and
- (d) the BMA must ensure that it, at all times, retains the legal ability to adequately influence, direct and control any decisions and activities of the LOC in relation to the hosting of the Competition;

13.2.2.2. a list of proposed key representatives of the LOC, who are proposed to be exclusively responsible for the representation of the LOC; and

13.2.2.3. a confirmation by the competent governmental authority in the respective country of the BMA that the corporate registration process for the LOC will be concluded before 17 October 2022.

13.2.3. In the event that, based on legal or administrative requirements, or the regular duration of registration procedures for the foundation of a corporate entity, in the country of the BMA, it is not possible to formally found and establish the

LOC as a separate legal entity prior to the selection decision of the AFC Executive Committee, the BMA shall:

- 13.2.3.1. as soon as possible during the Bidding Process notify the AFC in writing about its inability to formally found and establish the LOC in the form of a separate legal entity prior to the selection decision of the AFC Executive Committee. Together with such notification, the BMA shall provide a legal statement by a local qualified attorney in the country of the BMA confirming the legal or administrative requirements, or the regular duration of registration procedures for the foundation of a corporate entity leading to a failure to meet the deadline set out in Clause 13.2.1;
- 13.2.3.2. closely coordinate with the AFC:
  - (a) a corporate or alternative structure to be established by the BMA as its LOC in the BMA country that best-possibly meets the requirements and serving the objectives as set out in this Clause 13.2. Any such structure requires the prior written approval by the AFC, to be given or withheld at the AFC's sole discretion; and
  - (b) any steps necessary and further measures to be taken by the BMA to ensure the immediate commencement of the preparatory work after the selection decision of the AFC Executive Committee. In this respect, the BMA shall fully comply with any instructions given by the AFC.

### 13.3. Establishment of LOC as an Internal Business Unit

In case the BMA wishes to establish the LOC as an internal business unit, the following terms and conditions shall apply:

- 13.3.1. such internal business unit must be formally established by the BMA prior to the decision on the selection of the host of the Competition by the AFC Executive Committee on 17 October 2022 (or such other date as advised by the AFC), to ensure the immediate commencement of all necessary preparatory given the exceptional timelines for the Competition.
- 13.3.2. As part of the Bidding Documentation, the BMAs must submit the following documentation to the AFC by 31 August 2022:
  - 13.3.2.1. the proposed draft internal regulations of the LOC in full compliance with the following requirements:
    - (a) the management/board of the BMA shall retain full and direct control over the decisions and activities of the business unit with respect to the Bid;



- (b) the BMA shall appoint the head of the business unit as the first point of contact for the AFC; and
    - (c) the business unit shall be established in such manner which clearly distinguishes the ordinary business affairs of the BMA from the organising, hosting and staging of the Competition.
  - 13.3.2.2. a list of the proposed head of the business unit and further key representatives of the LOC, who are proposed to be exclusively responsible for the representation of the LOC.
  - 13.3.2.3. a confirmation by the BMA evidencing the establishment of its internal business unit.
- 13.4. The foundation and establishment of the LOC as a separate legal entity or internal business unit shall be in compliance with the applicable national laws in the territory of the BMA or the BMAs (in the case of a Joint Bid).
- 14. Intellectual Property
  - 14.1. All intellectual property rights and proprietary interests relating to the AFC, its administration, operations, competitions and events including all rights relating to the Bidding Process and the Competition shall vest solely in the AFC.
  - 14.2. BMAs who intend to use and/or exploit any such rights or interests for purposes solely relating to their bid or the Bidding Process shall obtain the prior written consent of the AFC regarding such proposed use.
  - 14.3. Any rights created during the Bidding Process by the AFC or by a BMA in response to any bidding requirements shall vest in the AFC unless expressly stated by the AFC to the contrary.
- 15. Communication
  - 15.1. The Bidding Process shall be conducted solely in English.
    - 15.1.1. The AFC shall provide any bidding requirements and all other communication related to the Bidding Process only in English.
    - 15.1.2. BMAs shall submit the Bid Books and all other communications and documents related to the Bidding Process only in English.
    - 15.1.3. If the AFC or a BMA prepares translations of any communication or document in another language, the English version prevails in the event of any misinterpretation or discrepancy.
  - 15.2. Where a BMA or any third party is legally required under the applicable laws in the respective country of the BMA to execute a communication or document, including a Bidding Documentation, in a language other than English, the BMA shall submit to the AFC:

- 15.2.1. the fully executed and initialled original version of such communication or document in the official language of the respective country of the BMA;
  - 15.2.2. the English translation of such communication or document. If a document represents an agreement that is to be signed or acknowledged by the AFC, the English version of the agreement shall be fully executed and initialled by the relevant party in the template version provided by the AFC and in case of any discrepancies between the version in the official language of the respective country of the BMA and the English version, the English version shall always prevail. Any translation shall be undertaken and executed by a sworn and certified translator specialised in translations of legal documents; and
  - 15.2.3. a legal statement by a local attorney of the highest professional reputation in the country of the BMA confirming that it is a mandatory requirement of the relevant local law that the relevant Bidding Document be executed in the official language of the respective country of the BMA.
- 15.3. Where a BMA writes to the AFC seeking clarification of any matter, the AFC shall circulate its response to all BMAs in the interests of conducting a fair and transparent Bidding Process, unless at its sole discretion it determines that such matter shall remain confidential.
  - 15.4. The AFC shall apply a high level of transparency with respect to the Bidding Process in general and reserves the right to make certain documents, including parts of the submitted bids, publicly available, which may include posting them on any Digital Media, in the interests of conducting a fair and transparent Bidding Process.
16. Termination
    - 16.1. The involvement of any BMA in the Bidding Process automatically terminates upon:
      - 16.1.1. its suspension or expulsion in accordance with the relevant provisions of the AFC Statutes;
      - 16.1.2. its voluntary withdrawal from the Bidding Process;
      - 16.1.3. the appointment by the AFC of the Organising Association.
    - 16.2. The AFC shall be entitled to terminate, by written notice and with immediate effect, the involvement of a BMA in, and exclude a BMA from, the Bidding Process in the following cases:
      - 16.2.1. if it decides to abandon the Bidding Process and to commence an entirely new bidding process;
      - 16.2.2. the BMA fails to comply with any of its obligations under these Regulations and fails to remedy such failure within two (2) weeks after being notified by the AFC;

16.2.3. in case of any material violation of the terms and conditions of these Regulations, including:

- (a) its failure to adhere to any deadline set out in Sections 2 and 3 of these Regulations;
- (b) any acts or omissions by the BMA or any of its employees, representatives, other officials, consultants or associated third parties which constitute a material violation of the Good Conduct rules stated in Section 4 of these Regulations; and/or
- (c) any other violation which, in the AFC's reasonable opinion, adversely affects the integrity of the Bidding Process

## SECTION 4: GOOD CONDUCT

### 17. Underlying Principles

- 17.1. The AFC follows the objective of ensuring a fair and transparent Bidding Process with no undue influence in the appointment of the host country of the Competition and complying with the highest standards of ethical behaviour.
- 17.2. The BMAs shall conduct all its activities in relation to the Bidding Process in accordance with basic ethical principles such as integrity, responsibility, trustworthiness and fairness and shall oblige all its employees, representatives, consultants, other officials and contractual partners involved in the Bidding Process to comply with the same basic ethical principles.
- 17.3. On the same day of the decision to select the Organising Association for the Competition pursuant to Articles 9.4 and 9.5 above, the BMA shall submit to the AFC a personal confirmation confirming the BMA's compliance with the Good Conduct rules of this Section 4 in such form as set out in Schedule H of these Regulations to be executed by their Presidents, Chairmen, CEOs and General Secretaries (as applicable).

### 18. Treatment of Bidding Member Associations (BMAs)

- 18.1. The AFC shall ensure that all BMAs are treated in a fair, transparent, and equal manner throughout the Bidding Process.
- 18.2. BMAs shall ensure that they treat other BMAs fairly and with respect throughout the Bidding Process. In particular, no BMA or any BMA representative may:
  - 18.2.1. make any comparison between its bid and that of any other BMA;
  - 18.2.2. make any written or oral comment which illustrates another BMA or its bid in a negative manner; or
  - 18.2.3. enter into any arrangement relating to the Bidding Process with any BMA which would be prejudicial to the interests of any other BMA.

### 19. Financial Moderation

- 19.1. BMAs shall undertake the Bidding Process with a sense of financial moderation and avoid the incurrence of any undue expenses.

### 20. Gifts

- 20.1. With the sole exception of gifts of a nominal value as set out in Article 20.2 below, BMAs shall refrain, and shall ensure that each entity and individual associated or affiliated with it shall refrain from offering, providing or conferring (whether directly or indirectly) to/on the AFC or any of its employees, representatives, contractors (including experts), agents or partners:
  - 20.1.1. any monetary gifts;

- 20.1.2. any kind of personal advantage that could give the impression of exerting influence, or conflict of interest, either directly or indirectly, in connection with the Bidding Process, such as at the beginning of a collaboration, whether with private persons, a company or any authorities; and
- 20.1.3. any benefit, opportunity, promise, remuneration or service,  
to any such individuals in connection with the Bidding Process.
- 20.2. Notwithstanding the above, BMAs may offer, make, or confer non-cash gifts or benefits of a token of nominal value (not exceeding USD150) where out of customary practice as a gesture of hospitality and as a mark of respect or friendship, unless the acceptance of such gift is contrary to the recipient's duties and/or not in compliance with any applicable law. Upon the request of the AFC, a BMA must declare and substantiate the value of any gift offered, made or conferred during or in connection with the Bidding Process.
- 20.3. The offering, providing, or conferring of any gift or benefit shall be recorded in the written evaluation report provided to the AFC Executive Committee.
- 20.4. Articles 20.1 and 20.2 shall also apply accordingly to all Member Associations, whether or not they are BMAs, and all members of the AFC Executive Committee in connection with the Bidding Process to the extent that they are all prohibited from accepting any offering, making, or conferring any gift or benefit (whether direct or indirect).
21. Visits
- 21.1. BMAs shall not invite any representative of the AFC or a member of the AFC Executive Committee to its territory in an official or unofficial capacity in connection with the Bidding Process other than for any Inspection Visit (if applicable) or official function organised by the AFC or in relation to the hosting of a friendly match between representative teams of the involved Member Associations.
- 21.2. If a representative of the AFC or a member of the AFC Executive Committee visits the territory of any BMA for any reason unrelated to the Bidding Process at any time during the Bidding Process, then such BMA shall not attempt to promote its involvement in the Bidding Process during such visit or derive any other benefit in relation to the Bidding Process from such visit.
22. Income and Accounts
- 22.1. BMAs shall, upon request, provide the AFC with a summary of the identity of third parties from which they receive financial support in connection with the Bidding Process, and the value of such contributions. This information shall remain confidential unless made public by the relevant BMA.
- 22.2. BMAs shall maintain clear and accurate accounts of all costs that they incur with respect to the Bidding Process. BMAs shall, upon request, provide the AFC such accounts. This information shall remain confidential unless made public by the relevant BMA.

23. Confidentiality

23.1. BMAs shall treat all aspects of the Bidding Process as confidential.

23.2. The AFC may make public any information disclosed in connection to the Bidding Process unless these Regulations require such information to be treated confidentially.

## SECTION 5: COMMERCIAL GUIDELINES

### 24. Bidding Rights

- 24.1. The AFC owns all rights, title and interest to the Competition including all rights relating to the Bidding Process.
- 24.2. The AFC hereby grants to each BMA the right to create and develop a promotional plan in support of its bid to host and stage the Competition in accordance with the Bidding Marketing Guidelines as set out in Schedule A (“Bidding Rights”).
- 24.3. In undertaking such promotional plans, BMAs shall not exercise any rights or authorise any associated third parties to exercise any rights granted hereunder without the prior written approval of the AFC in which case the BMA shall ensure the full compliance by any such third parties with the Bidding Marketing Guidelines and/or any related instructions by the AFC.
- 24.4. BMAs agree that the rights granted by the AFC hereunder shall only extend to use in relation to each BMA’s bid to host and stage the Competition. The BMAs shall not grant to any third party any rights and/or opportunities, including any kind of express or implied optional or other rights giving the third party any rights, in relation to the AFC and/or the Competitions, in particular no option or other preferential right to be appointed in any manner as a commercial partner or service provider, or to be granted any other Commercial Rights, in relation to the AFC and/or the Competition. The BMAs shall ensure that no associated third party uses or exploits such rights in any way which may likely draw or infer an association to the AFC and/or the Competition.

## SECTION 6: ADMINISTRATION

### 25. Disciplinary Measures

- 25.1. All disciplinary measures in relation to the Bidding Process shall be undertaken in accordance with the current AFC Statutes, AFC Disciplinary and Ethics Code, and any relevant AFC circular.
- 25.2. The AFC judicial bodies may, in addition to the sanctions set out in the AFC Disciplinary and Ethics Code, disqualify any BMA from the Bidding Process for any breach of these Regulations by the BMA or any of its employees, representatives, contractors (including experts), agents or partners.

### 26. AFC Decisions

- 26.1. All decisions made by the AFC in connection with these Regulations and/or the Bidding Process are final and binding. This shall apply, in particular, to the AFC's decision in relation to:
- 26.1.1. any request for further information on, clarification of, or revisions to, any bid or Bid Book;
  - 26.1.2. the conduct of Inspection Visits to all or some of the territories of the BMAs, including the decision to not conduct an Inspection Visit to all or some of the territories of the BMAs if not deemed necessary by the AFC;
  - 26.1.3. all administrative decisions taken by the AFC in connection with the Bidding Process, including any amendment to or abandonment of the Bidding Process, the termination of the involvement of a BMA in, and its exclusion from, the Bidding Process;
  - 26.1.4. the evaluation of all submitted bids and Bid Books;
  - 26.1.5. the acceptance and the rejection of any bids and Bid Books; and/or
  - 26.1.6. the rejection of all bids and Bid Books and the commencement of an entirely new Bidding Process.
- 26.2. All BMAs shall accept any decision taken by the AFC in connection with the Bidding Process as set out in Article 26.1 above as final, binding and not appealable. The BMAs shall not, and expressly and irrevocably waive any right to, challenge in any manner such decision by the AFC and/or to claim any compensation, costs, expenses or other damages from the AFC and/or from any of its officers, directors, employees, representatives, agents, contractors, and/or auxiliary persons should the AFC elect or elect not to appoint the BMA as host country of the Competition. There shall be no liability of whatever nature of the AFC, its officers, directors, employees, representatives, agents, contractors, and/or auxiliary persons in relation to the Bidding Process, and/or any related information or communication.



27. Amendments

27.1. The AFC reserves the right to make amendments to any part of these Regulations and/or the Bidding Process for any reason whatsoever. Such amendments shall be duly communicated to the BMAs.

28. Matters Not Provided For

28.1. Matters not provided for in these Regulations including cases of force majeure shall be decided by the AFC Executive Committee. Such decisions are final and binding and not appealable.

29. Closing Provisions

29.1. The AFC General Secretariat is entrusted with the operational management of the Bidding Process and is therefore entitled to make decisions and adopt the details and provisions necessary for implementing these Regulations.

29.2. All schedules and appendices form an integral part of these Regulations.

30. Enforcement

30.1. These Regulations were ratified by the AFC Executive Committee on 16 June 2022 and came into force immediately.

30.2. These Regulations replace any regulations governing the bidding process for the right to host and stage the AFC Asian Cup 2023™ that were previously enacted by the AFC.

For the AFC Executive Committee

President:

General Secretary:

Shaikh Salman bin Ebrahim Al Khalifa

Datuk Seri Windsor John

SCHEDULE A: BIDDING MARKETING GUIDELINES

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APPENDIX 2: LETTER OF UNDERTAKING – BMA SPONSORS

## 1. PURPOSE OF GUIDELINES

- 1.1. These Bidding Marketing Guidelines (“Guidelines”) have been developed by the AFC to provide a framework for BMAs in respect to the use and/or exploitation of Bidding Rights granted to BMAs pursuant to their participation in the Bidding Process.
- 1.2. Any use and/or exploitation of the Bidding Rights or any rights owned by the AFC shall be subject to the prior written approval of the AFC and shall not be in a manner which:
  - 1.2.1. may damage or bring into disrepute the good name, image and reputation of the AFC, its competitions and the sport of association football; and/or
  - 1.2.2. may, in the AFC sole discretion, in any form or manner adversely affect the integrity of the commercial programme established, or further rights and opportunities owned, by the AFC.
- 1.3. Each BMA shall remain solely responsible for the use and/or exploitation of the Bidding Rights, at its own cost, in accordance with the provisions of these Guidelines.

## 2. BMA MARK

- 2.1. BMAs are entitled to create their own bidding mark to serve as an identifier in respect to the promotion of their bid to host the Competition (“BMA Mark”).
- 2.2. Any BMA Mark(s) created shall be used solely for the promotion of each BMA’s bid to host and stage the Competition, in accordance with the BMA Mark Terms of Use set out in Appendix 1 to this Schedule A, subject always to the prior written approval of the AFC.
- 2.3. BMAs shall obtain all rights, clearances, licenses and other permissions necessary for the production, use and/or publication of the BMA Mark and assure that the BMA Mark does not infringe or contain any elements or materials which may infringe the rights and proprietary interests of any third party.
- 2.4. BMAs shall indemnify and keep the AFC, its directors, officers, employees and/or agents indemnified from and against all costs, losses, expenses, actions, suits, demands, claims, damages and other liabilities resulting from the BMAs and/or its agent’s failure to comply with these provisions or otherwise resulting from the actual or alleged infringements of the rights and interests of any third party by the BMA and/or its agent.
- 2.5. BMAs shall assign and transfer to the AFC in perpetuity and at no cost, all rights, title and interest in and/or to the images and artwork for any BMA Mark(s) created, made or developed by the BMA and/or its appointed agent under this provision including, all copyrights, intellectual property rights and/or other rights associated with works of authorship throughout the world and execute any documents necessary to effect such assignment and transfer of rights.

- 2.5.1. For the avoidance of doubt, the assignment and transfer of rights hereunder shall not extend to the rights attached to the emblem or any official indicia of the BMAs, which shall remain the property of the respective BMA.
- 2.5.2. Notwithstanding the above, the BMA shall provide the AFC a worldwide, royalty-free license to use such rights attached to the emblem or official indicia of the BMA in perpetuity.

### 3. BMA SPONSORS

- 3.1. BMAs may appoint sponsors to financially and publicly support their bid to host the Competition and grant such sponsors the right of association to the BMA and its bid campaign during the Bidding Process (“BMA Sponsors”).
- 3.2. BMAs agree that the appointment of any BMA Sponsors shall be subject to the following conditions:
  - 3.2.1. BMAs shall seek the written approval of the AFC prior to appointing any potential BMA Sponsors. All approvals sought by BMAs shall contain relevant information relating to the proposed sponsorship including, the proposed sponsor’s company profile, financial standing, type of sponsorship proposal and rights and entitlements granted by the respective BMA.
  - 3.2.2. The AFC may in so assessing, request for additional information or documentation relating to any proposed sponsorships at its discretion and reserves all rights in respect to any approvals sought under this provision.
  - 3.2.3. BMAs shall ensure that BMA Sponsors do not use and/or exploit any rights relating to the AFC, any of the competitions organised by the AFC, including the Competition, and/or any of its agents or Commercial Affiliates.
  - 3.2.4. BMAs shall ensure that BMA Sponsors do not use and/or exploit any Bidding Rights and/or any other rights granted to the BMAs hereunder in any way which may likely draw or infer an association to the AFC, the Competition and its Commercial Affiliates and shall not conduct any ambush marketing in respect to the Competition or any other football competition or event organised by or under the auspices of the AFC. In so acknowledging, the BMAs shall ensure that the respective BMA Sponsors execute the Letter of Undertaking - BMA Sponsors as set out in Appendix 2 to this Schedule A.
  - 3.2.5. BMAs shall ensure that all BMA Sponsors are clearly identified as such and not granted any kind of express or implied rights in relation to the AFC and/or the Competition, including any kind of express or implied optional or other rights in relation to the Competitions, in particular the BMA Sponsor may not be granted an option to be appointed in any manner as a commercial partner or service provider in relation to the Competitions and shall not be identified in any way as a sponsor of the AFC or the Competition.

- 3.2.6. BMAs shall ensure that Bidding Sponsors accept and agree to the terms of these Guidelines and all instructions of the AFC in relation thereto and execute all necessary documents to effect such compliance where requested by the AFC.
    - 3.2.7. BMAs shall ensure that any Bidding Rights granted to BMA Sponsors shall terminate automatically after the appointment of an Organising Association of the Competition.
    - 3.2.8. BMAs shall ensure that any BMA Sponsors, beyond the expiration of the term of their appointment, undertake to not conduct any ambush marketing activities in relation to the AFC and/or any competition organised by the AFC, including the Competition.
  - 3.3. A copy of each bidding sponsorship agreement entered into between the BMA and Bidding Sponsor shall be provided to the AFC upon request. In the event such sponsorship agreement is in a language other than English, the BMA shall provide the AFC with a certified English translation of the agreement.
  - 3.4. Notwithstanding the grant of rights accorded to BMA Sponsors pursuant to their respective sponsorship agreements, BMAs shall remain fully and primarily responsible for all matters relating to their BMA Sponsors and shall be liable to the AFC for the acts and/or omissions of its BMA Sponsors in connection to the use and/or exploitation of Bidding Rights and/or any other rights granted hereunder.
4. BMA WEBSITES / PRINTED MATERIALS
  - 4.1. BMAs may create and operate digital platforms, including a website, or dedicated subsite of its regular BMA website, to promote its bid and may in so doing use the BMA Marks and Official Designation subject to the following:
    - 4.1.1. Any use or reference to the Official Designation shall be in its official form and in an editorial manner only;
    - 4.1.2. The Official Designation shall not be used or placed within the title bar, menu bar and/or footer or header of the website or placed in a similarly prominent position on the website or as a hashtag of another digital platform;
    - 4.1.3. The Official Designation shall not be used or placed in association or close proximity to the name and/or identifier of any third party or commercial entity.
  - 4.2. BMAs shall ensure that no third party logos, products and/or identifiers are used on, or in connection with, the digital platforms in a way which may likely draw or infer an association to the AFC and the Competition or could cause the impression that the digital platform is perceived as official digital platform of the AFC and/or the Competition.
  - 4.3. Where a digital platform created under this provision is in the native language of the BMA, the BMA shall ensure that the content uploaded on the digital platform is also made available in English.

- 4.4. Any digital platforms created pursuant to this provision, and the content uploaded to such digital platform, shall be subject to the prior written approval by the AFC.
- 4.5. BMAs may produce printed materials to promote its bid and may in so doing use only the BMA Marks as approved by the AFC. BMAs shall not use any marks or identifiers of the AFC and Competition on any printed materials produced without the prior written approval of the AFC.
5. BMA EVENTS
  - 5.1. BMAs shall be entitled to organise official events relating to their bid for the Competition subject to the prior written approval of the AFC. In so doing, BMAs shall provide the AFC with a detailed plan setting out amongst other matters, the date, time and venue of the proposed event and comply with any directions or instructions of the AFC regarding any matters relating to the overall organising and staging of such events.
  - 5.2. Unless otherwise approved by the AFC in writing and prior to such event, BMAs shall not conduct any promotional activities relating to their bid for the Competition (such as the staging of exhibitions, press conferences or other promotional events or activities) at certain events related to the AFC, such as competitions, congresses and meetings of the AFC.
  - 5.3. BMAs acknowledge that any events proposed to be organised shall be on a non-commercial basis with no sales of tickets or payment in cash or kind from any third party save except for any such contribution from any BMA Sponsor as part of its sponsorship of the BMA's bid.
  - 5.4. In the event the BMA intends to use any images or footage of materials owned by the AFC during any such events, the BMA acknowledges that such use shall be subject to the prior written approval of the AFC.
6. BMA BROADCASTS
  - 6.1. BMAs shall be entitled to broadcast events organised in connection to their bid and shall grant the AFC a royalty free license to use such broadcast throughout the world and in perpetuity in any way deemed appropriate by the AFC. BMAs shall expeditiously provide the relevant broadcast or clips of such events to the AFC, at no charge, in the manner and format as prescribed by the AFC.
  - 6.2. Any Broadcast Partners procured by the BMA for the provision of broadcast services relating to such events shall be identified as such and shall in no way be associated to the AFC and/or the Competition.
  - 6.3. BMAs shall ensure that any BMA Marks and Official Designation used in the broadcast of BMA events shall be in the prescribed format and in accordance with these Guidelines.

- 6.4. In the event the BMA is desirous to use any images or footage of materials owned by the AFC during the broadcast of any such events, the BMA acknowledges that such use shall be subject to the prior written approval of the AFC. By no means, shall the BMAs be authorised to grant, sublicense or in any other way permit any BMA Sponsor or further third party the right to use any images or footage owned by the AFC without the prior written approval of the AFC.
- 6.5. Notwithstanding the grant of rights accorded to Broadcast Partners pursuant to their respective broadcast agreements, BMAs shall remain fully and primarily responsible on all matters relating to their Broadcast Partners and shall be liable to the AFC for the acts and/or omissions of its Broadcast Partners in connection to the use and/or exploitation of the Bidding Rights and/or any other rights granted hereunder.

## APPENDIX 1 – BMA MARK TERMS OF USE

### 1. Introduction

- 1.1. A bidding mark is an important element for a BMA as it serves as an identifier for the campaign and promotion of each BMA's bid to host and stage the Competition.
- 1.2. BMAs shall be entitled to create or appoint an agency to create a BMA Mark pursuant to these Terms of Use and any instructions as issued by the AFC in relation thereto.
- 1.3. BMAs may use and/or may grant the right to use the BMA Mark for any purposes relating to the promotion of its bid for the hosting and staging of the Competition provided that any such use shall be in accordance with these Terms of Use and/or any instructions issued by the AFC.

### 2. Design Requirements

- 2.1. All Bidding Marks shall be developed in the form of a composite logo within a defined frame incorporating the following elements:
  - 2.1.1. an original graphic element reflecting the BMA's aspirations to stage and host the Competition(s) with emphasis on the national character of the Bid and the year of the Competition being subject of the Bid ("Creative Element");
  - 2.1.2. the official emblem of the BMA; and
  - 2.1.3. the country of the BMA.
- 2.2. BMAs shall adhere to the following design templates when designing their respective Bidding Marks:



- 2.3. The mandatory typeface for the name of the BMA shall be in Arial font. Both lines of the designation have to appear in solid black.
- 2.4. The term "Bidding Nation" shall be part of the template artwork provided to a BMA for the creation of the BMA Mark and may not be altered or translated. The country reference shall appear below the term 'Bidding Nation'. The frames encasing the Creative Element and the official mark or logo of the BMA shall form part of the composite logo and may not be deleted, enlarged or reduced in size, changed in line weight or re-coloured.



- 2.5. The Creative Element and the official mark or logo of the BMA shall reside completely within the respective frame, as shown in the examples above.
- 2.6. The visual implementation of the Creative Element should be meaningful but simple, allowing for reproduction across various processes and sizes ranging, for example, from small uses on stationery up to large applications on banners.
- 2.7. The Bidding Mark is intended to be used only as a whole graphic. A BMA and/or any other parties may not adapt or de-construct it, nor may these parties use individual parts of the BMA Mark.
- 2.8. The Bidding Mark shall not contain:
  - 2.8.1. the words “Asian Cup”, “AFC”, “AFC Asian Cup” or any variation thereof or any other term used in any language to identify either the AFC or the Competition;
  - 2.8.2. any registered or unregistered trademarks owned by the AFC, including any illustration, stylisation or representation of the AFC Asian Cup Trophy, or an official trophy of any other AFC competition;
  - 2.8.3. any AFC corporate or competition-related official marks, or any element thereof, or any further registered or unprotected logo owned or used by the AFC;
  - 2.8.4. any political, religious, commercial or offensive signs, historic or official symbols and designs owned by third parties; and
  - 2.8.5. any term which is confusingly similar to, is a colourable imitation of, or is a derivation of such words, items and/or trademarks.
3. Copyright and/or Trademark Protection
  - 3.1. BMAs shall ensure that the BMA Mark is capable of legal protection and shall take all measures to ensure that the mark is protected through means of trademark and copyright registrations, where applicable.
  - 3.2. BMAs shall take the necessary precautions including through the conduct of online and trademark searches to ensure that the BMA Mark does not infringe on the rights of any third parties and is fully lawful for use by the BMA for the intended purpose and the transfer of rights to the AFC, where required.
4. Approvals
  - 4.1. BMAs shall develop the BMA Mark in accordance with these Guidelines and submit a draft design of the proposed BMA Mark to the AFC for its prior written approval. The AFC reserves the right to request for any alterations or modifications to any draft submission provided by BMAs and the BMAs shall comply with all such requests.
  - 4.2. Upon finalising any BMA Mark, BMAs shall assign and transfer all rights to the BMA Mark to the AFC pursuant to Article 2.5 of Schedule A.

## APPENDIX 2: LETTER OF UNDERTAKING – BMA SPONSORS

To: Asian Football Confederation

Dear Sirs,

We, the undersigned, give an undertaking to the following effect in relation to the use and/or exploitation of any rights and opportunities relating to the Bidding Process of the AFC Asian Cup 2023™ (“Bidding Rights”) as granted to us by the [name of BMA].

### (1) Bidding Rights

We acknowledge that the AFC owns all rights, title and interest to the AFC Asian Cup 2023™ (“Competition”) including without limitation all Bidding Rights as granted to us by [name of BMA] by virtue of our sponsorship of [name of BMA]’s bid to host and stage the Competition and that we shall in using and/or exploiting any Bidding Rights granted to us under such provision, be subject to the BMA Mark Terms of Use and all applicable guidelines and instructions as issued by the AFC (“Guidelines”).

We covenant to the AFC that neither we, nor any of our subsidiaries, group or affiliated companies (whether operating by way of license or otherwise) (“Bidding Sponsor Affiliates”) shall use or exploit any Bidding Rights or further rights of the AFC in relation to the AFC itself and/or the Competition in any way which may likely draw or infer an association of ourselves, any Bidding Sponsor Affiliate and/or any product, service or brand of ourselves and/or any Bidding Sponsor Affiliate, to the AFC, the Competition or any other football competition or event organised by or under the auspices of the AFC unless with the prior written approval of the AFC.

We and any Bidding Sponsor Affiliate shall refrain from creating, using or registering any names or marks including without limitation any names, logos, trademarks, indicia, brands, symbols, emblems or other identifiers which may be inferred as an association to the AFC, the Competition or any other football competition or event organised by or under the auspices of the AFC including any references to the, dates, host country or host city of the Competition or any similar indicia or derivation of such terms or dates in any language.

We and any Bidding Sponsor Affiliate shall not organise or partake in any form of infringement or ambush marketing relating to, and shall not, without the prior written consent of the AFC, conduct any promotions which use, purport to use, or which could reasonably be understood to use, tickets to, the Competition or any other football competition or event organised by or under the auspices of the AFC.

We and any Bidding Sponsor Affiliate acknowledge that our appointment as a BMA Sponsor by [name of BMA] does not grant and shall not be construed as the granting of any kind of rights, whether expressed or implied in relation to the AFC and/or the Competition, in

particular no option or other preferential right to be appointed in any manner as a commercial partner or service provider.

We and any Bidding Sponsor Affiliate shall cooperate with and adhere to all instructions of the AFC regarding the enforcement of any rights provided to us as a BMA Sponsor hereunder.

## (2) Good Conduct

We and any Bidding Sponsor Affiliate acknowledge the objective and efforts of the AFC to ensure a fair and transparent Bidding Process with no undue influence on the appointment of the host country for the Competition.

We and any Bidding Sponsor Affiliate shall conduct any activities in relation to the Bidding Process in accordance with the highest ethical principles such as integrity, responsibility, trustworthiness and fairness, accordingly we will refrain from attempting to influence any members of the AFC Executive Committee, or other officials of the AFC, in particular by offering any kind of benefits for specific behaviour.

We and any Bidding Sponsor Affiliate shall refrain from making any written or oral statements of any kind, whether adverse or otherwise, about the bids or candidatures of any other member association of the AFC.

## (3) Miscellaneous

The term of this Letter of Undertaking shall commence upon its execution by the undersigned and shall expire upon the date of the final match of the Competition, regardless of whether the BMA continues its participation in the Bidding Process or is selected by the AFC as host country of the Competition.

The contents of, and any information disclosed pursuant to, this Letter of Undertaking are confidential. The parties will do all things necessary to preserve their confidentiality, except to the extent that disclosure is required by relevant laws or court orders, or is necessary during the course of legal proceedings.

Should an individual provision of this Letter of Undertaking be invalid or unenforceable, such provision shall be adjusted rather than voided, in order to achieve a result which corresponds to the fullest possible extent to the intention of the parties. The validity of the remainder of this Letter of Undertaking will not be affected by the nullity or adjustment of any provision in accordance with the preceding sentence, and this Letter of Undertaking will remain in full force and effect in so far as the primary purpose of this Letter of Undertaking is not frustrated.

This Letter of Undertaking is to be governed by and interpreted in accordance with the Laws of Malaysia. All disputes in connection with this Agreement, including disputes as to its conclusion, binding effect, amendment and termination, are to be promptly settled between the parties by negotiation. If no solution can be reached, such disputes shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of three (3) arbitrators in accordance with the rules of the Asian International Arbitration Centre ("AIAC Rules"). The seat of the arbitration shall be Kuala Lumpur and the language of the proceedings shall be English.

We hereby agree to be bound by the terms contained herein.

This Undertaking is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Agreed and Accepted By,  
[Name of Bidding Sponsor]

\_\_\_\_\_  
Name of Authorised Representative:  
Designation:  
Date:  
Acknowledged By,  
[Name of BMA]

\_\_\_\_\_  
Name of Authorised Representative:  
Designation:  
Date:

Acknowledged By,  
Asian Football Confederation (AFC)

\_\_\_\_\_  
Name of Authorised Representative:  
Designation:  
Date:

SCHEDULE B: BIDDING PROCESS TIMELINE

May 2022	The AFC officially announces the reopening of the Bidding Process for the AFC Asian Cup 2023™
by 30 June 2022	MAs to submit their Expression of Interest for hosting
June/July 2022	The AFC to dispatch the relevant bidding documents, including: <ul style="list-style-type: none"> <li>• Bidding Regulations (incorporating template Government Guarantees, Bid Book structure, etc.);</li> <li>• template OAA and LOR, template Host City Agreement and Stadium Agreement.</li> </ul>
August 2022	Potential Bidding Workshop (physical meeting/virtual)
By 15 August 2022	BMA's to submit the brief structuring proposal regarding the establishment of the LOC
by 31 August 2022	BMA's to submit the Bid Documentations to the AFC: <ul style="list-style-type: none"> <li>• unilaterally executed OAA and LOR;</li> <li>• unilaterally executed template agreements (Host City and Stadium)</li> <li>• duly executed Government Guarantees;</li> <li>• Bid Book (in reduced scope focusing on bid proposal with operational deliverables &amp; strict requirements);</li> <li>• Sponsor Non-Infringement Undertakings; and</li> <li>• Draft of the by-laws / internal regulations for the LOC.</li> </ul>
by 15 September 2022	Potential focused Inspection Visit(s) by the AFC to all or some BMA's to inspect venues (if deemed necessary)
17 October 2022	Selection of Host for the Competition by the AFC Executive Committee

*Note: The AFC General Secretariat reserves the right to amend the Bidding Process timelines at any time and shall notify the BMA's of any changes to the abovementioned dates.*

SCHEDULE C: GOVERNMENT GUARANTEES

SUBMISSION INSTRUCTIONS FOR THE GOVERNMENT GUARANTEES

(i) The following Government Guarantees are required for submission as part of the Bidding Process as set out as Schedules to these Regulations:

Government Guarantee Number	Subject Matter
1	Immigration
2	Work Permits
3	Customs, Duties, Taxes & Foreign Exchange Undertakings
4	General Tax Exemption
5	Safety and Security
6	Protection and Exploitation of Commercial Rights
7	Medical Care

(ii) The content of each template Government Guarantee reflects the binding operational and other requirements for the government support in relation to the staging of the Competition.

(iii) The AFC has distributed to the BMAs the Government Guarantees in the form of documents, each containing template content and a standard structure, not taking into account:

- a) the political and governmental structure as well as the split of competences; and
- b) the legal system and the applicable laws and regulations

in any of the candidate host countries participating in the Bidding Process.

(iv) In the event that:

- a) the political and governmental structure as well as the split of competences of the Government or the local, regional or national governmental authority issuing and executing the respective Government Guarantee for the described subject matters; and/or
- b) the legal system and the applicable laws and regulations

in a candidate host country requires changes to the standard structure foreseen by the AFC for the template Government Guarantees, the BMA may propose to the AFC for its written approval a split of the confirmations, undertakings and guarantees contained in the specific part of the respective template Government Guarantee, or elements thereof, into individual and separate confirmations, undertakings and guarantees to be issued by different governmental authorities.

- (v) The AFC may approve such split only if the following conditions are cumulatively met:
- a) the entire template content as set out in the general parts of the respective template Government Guarantee (i.e. the letterhead of the issuing authority, the AFC as addressee of the Government Guarantee, the reference to the subject matter covered by the Government Guarantee, the introduction, the definitions and the terms governing the implementation and performance of the respective Government Guarantee) is entirely covered in each of the individual and separate confirmations, undertakings and guarantees issued by different governmental authorities;
  - b) all confirmations, undertakings and guarantees contained in the specific part of the respective template Government Guarantee (i.e. contained in the section referencing to the subject matter covered by the Government Guarantee or to specific matters other than the general parts listed in lit a) above) are entirely covered, without any deviation, across the individual and separate confirmations, undertakings and guarantees issued by the relevant governmental authorities; and
  - c) None of the individual and separate confirmations, undertakings and guarantees issued by a governmental authority contains any conditions and/or statements, limiting or modifying in any manner the template content of a Government Guarantee.

GUARANTEE 1: IMMIGRATION

[To be provided on Government letterhead]

*Asian Football Confederation (AFC)  
AFC General Secretary  
AFC House  
Jalan 1/155B  
Bukit Jalil  
57000 Kuala Lumpur  
Malaysia*

*[Place/date]*

*Government Guarantee relating to the AFC Asian Cup 2023™ [Immigration]*

*Dear Sir*

*In the event that the AFC Asian Cup 2023™ takes place in [name of country] and the [name of the Bidding Member Association] is selected by the AFC as the Organising Association for the AFC Asian Cup 2023™, we hereby represent and guarantee to the AFC the following:*

*(1) Definitions*

*In this Government Guarantee, capitalised terms shall have the following meanings for all purposes:*

*AFC - means the Asian Football Confederation, including its successors and permitted assigns.*

*AFC Contractors – means any individuals and entities that have entered or will enter, directly or indirectly, into any sort of contractual relationship with the AFC, in relation to the Competition including, without limitation, the AFC Commercial Rights Partner, Commercial Affiliates, Service Providers, the Host Broadcaster and any other appointees, licensees or agents of the AFC, as well as any sub-contractors of such entities.*

*AFC Commercial Rights Partner – means an entity appointed by the AFC for the sale of Commercial Rights, all or parts thereof, and the provision of services in relation thereto.*

*AFC Delegation – means all managers, officials, representatives and further appointees listed by the AFC to attend the Competition and/or any Official Function, including:*

- (a) AFC staff members;*
- (b) match officials;*



- (c) other officials appointed by the AFC;
- (d) AFC committee members; and
- (e) AFC guests

*but not including Media Delegates, spectators and hospitality customers.*

*Commercial Affiliates – means any entity (and any subsidiary of such entity) to which the AFC has granted, or will grant, any marketing, sponsoring, licensing, media and/or further commercial rights or opportunities to the Competition and/or any Official Function, including marketing partners, licensees and licensees of broadcasting and further media rights and the Host Broadcaster, as well as any sub-contractors of such legal entities.*

*Competition – means the final tournament of the AFC Asian Cup 2023™ hosted in the country where the AFC Asian Cup 2023™ takes place which is foreseen to be hosted either in June/July 2023 or January/February 2024, including any football matches of the AFC Asian Cup 2023™ which are held in compliance with the original match schedule or being delayed, deferred or replayed as well as including any Official Functions.*

*Host Broadcaster – means the party appointed, to ensure and provide the production of broadcast signals of the matches and other events of the Competition, and the provision of all related services in accordance with the media rights granted to it.*

*Host Country – mean the Organising Association’s country or territory of origin, and where the Competition shall take place.*

*LOC – means the subsidiary or internal business unit established by the Organising Association which acts as the local organising committee for the Competition and the central entity for the operational delivery of all tasks and activities in relation to the Competition that is established by the Organising Association or the co-hosting Member Association in case of a co-hosting initiative.*

*Media Delegates – means all delegates and representatives of any media companies or the press holding, or being entitled to hold, an official accreditation for the stadium and or further sites of the Competition and/or any Official Function, including broadcasting personnel and photographers.*

*Member Associations – means any national football associations officially affiliated to the AFC, whether or not participating in the Competition, and including the Organising Association.*

*Official Function – means any official event organised in connection with the Competition, including matches, training sessions, press conferences, the preliminary draw, the final draw, the team workshop or any other activities that the AFC and/or the Organising Association consider relevant for the preparation, organisation, exploitation, promotion, hosting or winding-up of the Competition.*

*Organising Association - means the Member Association appointed by the AFC to organise, prepare and stage the Competition in the country of its origin or registration, including the LOC*

*Participating Member Association - means the twenty-four (24) Member Associations, including the Organising Association, whose representative team has qualified as a Participating Team for the Competition.*

*Participating Team - means any team representing a Participating Member Association at the Competition.*

*Seconded Individuals - means any (a) employees of the AFC, the Member Associations (not including the Organising Association), the AFC Contractors, and (b) other individuals appointed by the AFC to carry out any functions in connection with the Competition, provided that the respective entity or appointed individual does not have its registered office in [name of country] and the individual has not applied for permanent residency in [name of country].*

*Service Provider - means any individuals or entities (and any subsidiary of such entity) that are licensed or appointed by the AFC, the Organising Association and/or the LOC, to provide certain services in connection with the preparation, organisation, exploitation, promotion, hosting or winding-up of the Competition.*

*Team Delegation Members - means the players, coaches, managers, officials, media officers, representatives, delegate and further accredited appointees of a Participating Team.*

*Volunteer - means an individual performing for and on behalf of the AFC and/or the Organising Association, on a free of charge basis (except for the compensation of expenditures), certain supportive functions in relation to the Competition and/or any Official Function.*

## *(2) Government Guarantee on Immigration*

*(i) [name of country] hereby represents and guarantees that, for the purposes of entry into and exit from [name of country], and for a period commencing on the date of this Government Guarantee and concluding two (2) months after the conclusion of the Competition, the latest on 31 March 2024 whichever is later, entry visas and exit permits shall be issued unconditionally, without any restriction and without delay in expedited procedures (and, where issuance of formal visas or permits is not required, the right to entry to and exit from [name of country] shall be granted unconditionally, without any restriction and without delay in expedited procedures), and without discrimination of any kind against the dignity of a person or group of persons through contemptuous, discriminatory or denigratory words or actions concerning race, skin colour, gender, disability, language, age, physical appearance, religion, political opinion, wealth, birth or any other status, sexual orientation, or ethnic, national, social origin, or on any other grounds, to: all members of the AFC Delegation;*

*(ii) all Team Delegation Members;*

- (iii) Member Association officials and representatives;*
- (iv) any staff and representatives of AFC Contractors and further Service Providers;*
- (v) all Media Delegates;*
- (vi) all Seconded Individuals;*
- (vii) all Volunteers not being nationals of [name of country]; and,*
- (viii) all spectators and hospitality customers not being nationals of [name of country],*

*provided that they can each reasonably demonstrate that they are entering the country in connection with any Competition-related activities and provided that no good reasons (such as security reasons, or the contravention of any criminal law) exist, in any particular case, to withhold the issuance of an entry visa. With respect to the individuals named in this Section 2 (v) to (vii), this guarantee shall have legal effect for a period commencing one (1) month prior to the Competition or the respective Official Function and ending one (1) month thereafter.*

*We guarantee, that any individuals named above shall only be charged, in a non-discriminatory manner, the standard fees or expenses (if any) customarily applicable in [name of country].*

### *(3) Potential Co-Hosting*

*In the event that the Organising Association has been selected by the AFC to co-organise the Competition across the Host Country and a second host country. We hereby represent and guarantee that [name of country] will closely cooperate and coordinate with the Government of such second host country to successfully co-organise the Competition across both countries and to optimise the operational and administrative support as set out in this Government Guarantee.*

### *(4) Implementation and Performance of this Government Guarantee*

*We agree to nominate a single point of contact for the AFC and the LOC to closely coordinate all visa, entry and exit requests and further activities in relation to the Competition. We agree to devise a strategy for implementing the AFC's objectives with regard to the expedited processing of the above-named individuals entering [name of country], including those objectives which relate to providing appropriate hierarchies of treatment.*

*We further represent and guarantee to the AFC, and will ensure, that all laws, ordinances, decrees and other regulations necessary for complying with this Government Guarantee, shall be enacted and enforced as early as possible, and that this Government Guarantee is and shall remain binding, valid and enforceable against [name of country] and its government, as well as all regional and local authorities, as from the date of this Government Guarantee up to two (2) months after the conclusion of the Competition, the latest up to 31 March 2024, whichever is later, irrespective of any change in the government of [name of country] or in its representatives, or any change in the laws of [name of country].*

*[name of country] shall bear all costs and expenses relating to the representations, undertakings and guarantees contained in this Government Guarantee, including its implementation, performance and enforcement.*

*We confirm that the undersigned are representatives of the Department of \_\_\_\_\_ of [name of country] and are duly authorised to act and provide this Government Guarantee on behalf of [name of country] and its government.*

*Any dispute or difference arising out of or in connection with this Government Guarantee, and/or any subject matters covered therein, shall, to the exclusion of any court or other forum, be referred to and resolved by arbitration in Malaysia in accordance with the Arbitration Rules of the Asian International Arbitration Centre, which rules are deemed to be incorporated by reference in this provision. The language of the proceedings shall be English.*

GUARANTEE 2: WORK PERMITS

[To be provided on Government letterhead]

*Asian Football Confederation (AFC)  
AFC General Secretary  
AFC House  
Jalan 1/155B  
Bukit Jalil  
57000 Kuala Lumpur  
Malaysia*

*[Place/date]*

*Government Guarantee relating to the AFC Asian Cup 2023™ [Work Permits]*

*Dear Sir*

*In the event that the AFC Asian Cup 2023™ takes place in [name of country] and the [name of Bidding Member Association] is selected by the AFC as the Organising Association for the AFC Asian Cup 2023™, we hereby represent and guarantee to the AFC the following:*

*(1) Definitions*

*In this Government Guarantee, capitalised terms shall have the following meanings for all purposes:*

*AFC - means the Asian Football Confederation, including its successors and permitted assigns.*

*AFC Contractors – means any individuals and entities that have entered or will enter, directly or indirectly, into any sort of contractual relationship with the AFC, in relation to the Competition including, without limitation, the AFC Commercial Rights Partner, Commercial Affiliates, Service Providers, the Host Broadcaster and any other appointees, licensees or agents of the AFC, as well as any sub-contractors of such entities.*

*AFC Commercial Rights Partner – means an entity appointed by the AFC for the sale of Commercial Rights, all or parts thereof, and the provision of services in relation thereto.*

*AFC Delegation – means all managers, officials, representatives and further appointees listed by the AFC to attend the Competition and/or any Official Function, including:*

- (a) AFC staff members;*
- (b) match officials;*

- (c) other officials appointed by the AFC;
- (d) AFC committee members; and
- (e) AFC guests

*but not including Media Delegates, spectators and hospitality customers.*

*Commercial Affiliates – means any entity (and any subsidiary of such entity) to which the AFC has granted, or will grant, any marketing, sponsoring, licensing, media and/or further commercial rights or opportunities to the Competition and/or any Official Function, including marketing partners, licensees and licensees of broadcasting and further media rights and the Host Broadcaster, as well as any sub-contractors of such legal entities.*

*Competition – means the final tournament of the AFC Asian Cup 2023™ hosted in the country where the AFC Asian Cup 2023™ takes place which is foreseen to be hosted either in June/July 2023 or January/February 2024, including any football matches of the AFC Asian Cup 2023™ which are held in compliance with the original match schedule or being delayed, deferred or replayed as well as including any Official Functions.*

*Host Broadcaster – means the party appointed, to ensure and provide the production of broadcast signals of the matches and other events of the Competition, and the provision of all related services in accordance with the media rights granted to it.*

*Host Country – mean the Organising Association’s country or territory of origin, and where the Competition shall take place.*

*LOC – means the subsidiary or internal business unit established by the Organising Association which acts as the local organising committee for the Competition and the central entity for the operational delivery of all tasks and activities in relation to the Competition that is established by the Organising Association or the co-hosting Member Association in case of a co-hosting initiative.*

*Media Delegates – means all delegates and representatives of any media companies or the press holding, or being entitled to hold, an official accreditation for the stadium and or further sites of the Competition and/or any Official Function, including broadcasting personnel and photographers.*

*Member Associations – means any national football associations officially affiliated to the AFC, whether or not participating in the Competition, and including the Organising Association.*

*Official Function – means any official event organised in connection with the Competition, including matches, training sessions, press conferences, the preliminary draw, the final draw, the team workshop or any other activities that the AFC and/or the Organising Association consider relevant for the preparation, organisation, exploitation, promotion, hosting or winding-up of the Competition.*

*Organising Association - means the Member Association appointed by the AFC to organise, prepare and stage the Competition in the country of its origin or registration, including the LOC*

*Participating Member Association - means the twenty-four (24) Member Associations, including the Organising Association, whose representative team has qualified as a Participating Team for the Competition.*

*Participating Team - means any team representing a Participating Member Association at the Competition.*

*Seconded Individuals - means any (a) employees of the AFC, the Member Associations (not including the Organising Association), the AFC Contractors, and (b) other individuals appointed by the AFC to carry out any functions in connection with the Competition, provided that the respective entity or appointed individual does not have its registered office in [name of country] and the individual has not applied for permanent residency in [name of country].*

*Service Provider - means any individuals or entities (and any subsidiary of such entity) that are licensed or appointed by the AFC, the Organising Association and/or the LOC, to provide certain services in connection with the preparation, organisation, exploitation, promotion, hosting or winding-up of the Competition.*

*Team Delegation Members - means the players, coaches, managers, officials, media officers, representatives, delegate and further accredited appointees of a Participating Team.*

*Volunteer - means an individual performing for and on behalf of the AFC and/or the Organising Association, on a free of charge basis (except for the compensation of expenditures), certain supportive functions in relation to the Competition and/or any Official Function.*

## *(2) Government Guarantee on Working Permits*

*[name of country] hereby represents and guarantees that, if work permits are required under local laws to enable foreign nationals to work in [name of country], we will ensure that valid work permits are issued unconditionally and without delay in expedited procedures and without discrimination of any kind, against the dignity of a person or group of persons through contemptuous, discriminatory or denigratory words or actions concerning race, skin colour, gender, disability, language, age, physical appearance, religion, political opinion, wealth, birth or any other status, sexual orientation, or ethnic, national, social origin, or on any other grounds, to:*

- (i) all members of the AFC Delegation;*
- (ii) all Team Delegation Members;*
- (iii) Member Association officials and representatives;*
- (iv) any staff and representatives of AFC Contractors and further Service Providers;*

- (v) all Media Delegates;
- (vi) all Seconded Individuals; and
- (vii) all Volunteers,

*provided that they can each demonstrate that work is being conducted in connection with the Competition or an Official Function and provided that there exist no good reasons, in any particular case, to withhold the issuance of a working permit, such as a compromise to [name of country]'s commitment to respecting, protecting and fulfilling labour rights (including those of migrant workers) or rights of children.*

*We further guarantee that the applicability of any existing labour legislation (such as limitations on working hours or the use of non-trade union labour) which could restrict any of the above individuals from performing their legitimate Competition-related duties or activities in full shall be suspended (in relation to the individuals outlined above and for the purposes of the Competition only) for a period commencing on the date of this Government Guarantee and concluding two (2) months after the conclusion of the Competition, the latest on 31 March 2024.*

*[name of country] agrees to provide expeditious administrative assistance, at no cost to the AFC, the LOC and/or the Organising Association or the persons named in this Section (2) (i)-(vi), and to nominate a single point of contact to co-ordinate all work permit requests or other labour law related issues.*

### *(3) Potential Co-Hosting*

*In the event that the Organising Association has been selected by the AFC to co-organise the Competition across the Host Country and a second host country. We hereby represent and guarantee that [name of country] will closely cooperate and coordinate with the Government of such second host country to successfully co-organise the Competition across both countries and to optimise the operational and administrative support as set out in this Government Guarantee.*

### *(4) Implementation and Performance of this Government Guarantee*

*We further represent and guarantee to the AFC, and will ensure, that all laws, ordinances, decrees and other regulations necessary for complying with this Government Guarantee, shall be enacted and enforced as early as possible, and that this Government Guarantee is and shall remain binding, valid and enforceable against [name of country] and its government, as well as all regional and local authorities, as from the date of this Government Guarantee up to two (2) months after the conclusion of the Competition, the latest up to 31 March 2024 irrespective of any change in the government of [name of country] or in its representatives, or any change in the laws of [name of country].*

*[name of country] shall bear all costs and expenses relating to the representations, undertakings and guarantees contained in this Government Guarantee, including its implementation, performance and enforcement.*



*We confirm that the undersigned are representatives of the Department of \_\_\_\_\_ of [name of country] and are duly authorised to act and provide this Government Guarantee on behalf of [name of country] and its government.*

*Any dispute or difference arising out of or in connection with this Government Guarantee, and/or any subject matters covered therein, shall, to the exclusion of any court or other forum, be referred to and resolved by arbitration in Malaysia in accordance with the Arbitration Rules of the Asian International Arbitration Centre, which rules are deemed to be incorporated by reference in this provision. The language of the proceedings shall be English.*

GUARANTEE 3: CUSTOMS, DUTIES, TAXES & FOREIGN EXCHANGE UNDERTAKINGS

[To be provided on Government letterhead]

*Asian Football Confederation (AFC)  
AFC General Secretary  
AFC House  
Jalan 1/155B  
Bukit Jalil  
57000 Kuala Lumpur  
Malaysia*

*[Place/date]*

*Government Guarantee relating to the AFC Asian Cup 2023™ [Customs, Duties, Taxes & Foreign Exchange Undertakings]*

*Dear Sir*

*In the event that the AFC Asian Cup 2023™ takes place in [name of country] and the [name of Bidding Member Association] is selected by the AFC as the Organising Association for the AFC Asian Cup 2023™, we hereby represent and guarantee to the AFC the following:*

*(1) Definitions*

*In this Government Guarantee, capitalised terms shall have the following meanings for all purposes:*

*AFC - means the Asian Football Confederation, including its successors and permitted assigns.*

*AFC Contractors – means any individuals and entities that have entered and will enter, directly or indirectly, into any sort of contractual relationship with the AFC, in relation to the Competition including, without limitation, the AFC Commercial Rights Partner, Commercial Affiliates, Service Providers, the Host Broadcaster and any other appointees, licensees or agents of the AFC, as well as any sub-contractors of such entities.*

*AFC Commercial Rights Partner – means an entity appointed by the AFC for the sale of Commercial Rights, all or parts thereof, and the provision of services in relation thereto.*

*AFC Delegation – means all managers, officials, representatives and further appointees listed by the AFC to attend the Competition and/or any Official Function, including:*

*(a) AFC staff members™;*

- (b) match officials;
- (c) other officials appointed by the AFC;
- (d) AFC committee members; and
- (e) AFC guests

*but not including Media Delegates, spectators and hospitality customers.*

*Commercial Affiliates – means any entity (and any subsidiary of such entity) to which the AFC has granted, or will grant, any marketing, sponsoring, licensing, media and/or further commercial rights or opportunities to the Competition and/or any Official Function, including marketing partners, licensees and licensees of broadcasting and further media rights and the Host Broadcaster, as well as any sub-contractors of such legal entities.*

*Competition – means the final tournament of the AFC Asian Cup 2023™ hosted in the country where the AFC Asian Cup 2023™ takes place which is foreseen to be hosted either in June/July 2023 or January/February 2024, including any football matches of the AFC Asian Cup 2023™ which are held in compliance with the original match schedule or being delayed, deferred or replayed as well as including any Official Functions.*

*Host Broadcaster – means the party appointed, to ensure and provide the production of broadcast signals of the matches and other events of the Competition, and the provision of all related services in accordance with the media rights granted to it.*

*Host Country – mean the Organising Association’s country or territory of origin, and where the Competition shall take place.*

*LOC – means the subsidiary or internal business unit established by the Organising Association which acts as the local organising committee for the Competition and the central entity for the operational delivery of all tasks and activities in relation to the Competition that is established by the Organising Association or the co-hosting Member Association in case of a co-hosting initiative.*

*Media Delegates – means all delegates and representatives of any media companies or the press holding, or being entitled to hold, an official accreditation for the stadium and or further sites of the Competition and/or any Official Function, including broadcasting personnel and photographers.*

*Member Associations – means any national football associations officially affiliated to the AFC, whether or not participating in the Competition, and including the Organising Association.*

*Official Function – means any official event organised in connection with the Competition, including matches, training sessions, press conferences, the preliminary draw, the final draw, the team workshop or any other activities that the AFC and/or the Organising Association consider relevant for the preparation, organisation, exploitation, promotion, hosting or winding-up of the Competition.*

*Organising Association - means the Member Association appointed by the AFC to organise, prepare and stage the Competition in the country of its origin or registration, including the LOC*

*Participating Member Association - means the twenty-four (24) Member Associations, including the Organising Association, whose representative team has qualified as a Participating Team for the Competition.*

*Participating Team - means any team representing a Participating Member Association at the Competition.*

*Seconded Individuals – means any (a) employees of the AFC, the Member Associations (not including the Organising Association), the AFC Contractors, and (b) other individuals appointed by the AFC to carry out any functions in connection with the Competition, provided that the respective entity or appointed individual does not have its registered office in [name of country] and the individual has not applied for permanent residency in [name of country].*

*Service Provider – means any individuals or entities (and any subsidiary of such entity) that are licensed or appointed by the AFC, the Organising Association and/or the LOC, to provide certain services in connection with the preparation, organisation, exploitation, promotion, hosting or winding-up of the Competition.*

*Team Delegation Members - means the players, coaches, managers, officials, media officers, representatives, delegate and further accredited appointees of a Participating Team.*

## *(2) Customs, Duties, Taxes*

*[name of country] hereby represents and guarantees that the importation, (re-)exportation or transportation of any goods, services or rights related to the Competition from and/or into [name of country] for the use or consumption in connection with the Competition by and/or to the corporate entities and individuals identified below shall be free of any forms of current or future import and export taxes, charges, fees, customs duties and levies levied by national, regional, or local authorities or by any other authorities or bodies in [name of country]:*

- (i) the AFC and all members of the AFC Delegation;*
- (ii) the LOC and the Organising Association;*
- (iii) all Team Delegation Members;*
- (iv) Member Associations and their officials and representatives;*
- (v) all AFC Contractors and further Service Providers;*
- (vi) Seconded Individuals; and*
- (vii) all Media Delegates.*

*The following (non-exhaustive) list of items constitute exempt 'goods' for the purpose of this Government Guarantee:*

- (a) technical equipment required by the AFC, the LOC or the Organising Association;*
- (b) technical equipment, medical equipment (including without limitation pharmaceuticals) and food for Participating Teams;*
- (c) technical equipment (including without limitation recording and broadcasting equipment) belonging to the AFC Commercial Rights Partner, any Commercial Affiliate (including any licensees of broadcasting and further media rights) and/or the Host Broadcaster;*
- (d) technical equipment belonging to Media Delegates;*
- (e) materials for the operative implementation of the contracts with AFC Contractors and further Service Providers (including without limitation advertising boards and site dressings);*
- (f) materials relating to the exploitation of Competition-related rights;*
- (g) materials relating to the performance of Competition-related obligations of all parties listed above;*
- (h) official awards, trophies, medals, gifts and flags; and*
- (i) value-in-kind products (including without limitation vehicles or information technology hardware, sports equipment and beverages) to be provided by any of the Commercial Affiliates or further AFC Contractors to the AFC and/or the LOC.*

*(3) Foreign Exchange Undertakings*

*[name of country] hereby further represents and guarantees that for the purposes of bank and foreign exchange operations:*

- (i) the AFC and all members of the AFC Delegation;*
- (ii) the LOC and the Organising Association;*
- (iii) all Team Delegation Members;*
- (iv) Member Association officials and representatives;*
- (v) any AFC Contractors;*
- (vi) Secoded Individuals; and*
- (vii) all Media Delegates*

*shall be permitted:*

- (a) the unrestricted import and export of any amount of all currencies to and from [name of country] for any purposes related to the Competition, subject to any applicable laws and regulations in [name of country] to prevent money laundering;*
- (b) the unrestricted exchange and/or re-conversion of any amount of all currencies into any hard currency, including but not limited to US Dollars, Malaysian Ringgit, and [name of national currency];*
- (c) to undertake any payments from any [name of country]-domiciled bank account duly established by the AFC, the AFC Commercial Rights Partner, the Host Broadcaster, any Commercial Affiliate, or any of their authorised representatives within [name of country], at the official exchange rate; and*

*shall be afforded the general conditions prevailing on the foreign exchange market when undertaking any exchange and/or re-conversion within [name of country].*

#### *(4) Potential Co-Hosting*

*In the event that the Organising Association has been selected by the AFC to co-organise the Competition across the Host Country and a second host country. We hereby represent and guarantee that [name of country] will closely cooperate and coordinate with the Government of such second host country to successfully co-organise the Competition across both countries and to optimise the operational, administrative and fiscal support as set out in this Government Guarantee.*

#### *(5) Implementation and Performance of this Government Guarantee*

*[name of country] hereby represents and guarantees to the AFC, and will ensure, that all laws, ordinances, decrees and other regulations necessary for complying with this Government Guarantee, shall be enacted and enforced as early as possible and enter into force as early as necessary and that this Government Guarantee is and shall remain binding, valid and directly enforceable against [name of country] and its government, as well as all regional and local authorities, as from the date of this Government Guarantee up to two (2) months after the conclusion of the Competition, the latest up to 31 March 2024 irrespective of any change in the government of [name of country] or in its representatives, or any change in the laws of [name of country].*

*We represent and guarantee to the AFC that the tax authorities of [name of country] will establish a joint working group composed of competent representatives of the government, the tax authorities, the LOC and the AFC to address all the issues arising in connection with the implementation and performance of this Government Guarantee on a practical and working level. Furthermore, we agree to provide a high level of administrative assistance to the AFC and to nominate a single point of contact for the AFC and the LOC to coordinate all requests in relation to any issue addressed in this Government Guarantee. In particular, we guarantee that we will, if required by the AFC, issue written, unconditional and binding tax rulings on any specific taxation matters determined by the AFC. We guarantee that the*

*organisation, staging and performance of the Competition will not be hindered or delayed by any handling procedures at any time.*

*Should any of the parties listed above suffer any imposition of tax as envisaged herein pursuant to the non-compliance with this Government Guarantee, the government of [name of country] shall indemnify and hold them harmless up to the amount of such tax payable by way of set-off or reimbursement, as the case may be, against proof as it can be reasonable expected of the liability or payment of the tax.*

*[name of country] shall bear all costs and expenses relating to the representations, undertakings and guarantees contained in this Government Guarantee, including its implementation, performance and enforcement.*

*We confirm that the undersigned are representatives of the Department of \_\_\_\_\_ of [name of country] and are duly authorised to act and provide this Government Guarantee on behalf of [name of country] and its government.*

*Any dispute or difference arising out of or in connection with this Government Guarantee, and/or any subject matters covered therein, shall, to the exclusion of any court or other forum, be referred to and resolved by arbitration in Malaysia in accordance with the Arbitration Rules of the Asian International Arbitration Centre, which rules are deemed to be incorporated by reference in this provision. The language of the proceedings shall be English.*

GUARANTEE 4: GENERAL TAX EXEMPTION

[To be provided on Government letterhead]

*Asian Football Confederation (AFC)  
AFC General Secretary  
AFC House  
Jalan 1/155B  
Bukit Jalil  
57000 Kuala Lumpur  
Malaysia*

*[Place/date]*

*Government Guarantee relating to the AFC Asian Cup 2023™ [General Tax Exemption]*

*Dear Sir*

*In the event that the AFC Asian Cup 2023™ takes place in [name of country] and the [name of Bidding Member Association] is selected by the AFC as the Organising Association for the AFC Asian Cup 2023™, we hereby represent and guarantee to the AFC the following:*

*(1) Definitions*

*In this Government Guarantee, capitalised terms shall have the following meanings for all purposes:*

*AFC – means the Asian Football Confederation, including its successors and permitted assigns.*

*AFC Contractors – means any individuals and entities that have entered or will enter, directly or indirectly, into any sort of contractual relationship with the AFC, in relation to the Competition including, without limitation, the AFC Commercial Rights Partner, Commercial Affiliates, Service Providers, the Host Broadcaster and any other appointees, licensees or agents of the AFC, as well as any sub-contractors of such entities.*

*AFC Commercial Rights Partner – means an entity appointed by the AFC for the sale of Commercial Rights, all or parts thereof, and the provision of services in relation thereto.*

*AFC Delegation – means all managers, officials, representatives and further appointees listed by the AFC to attend the Competition and/or any Official Function, including:*

- (a) AFC staff members;*
- (b) match officials;*



€ other officials appointed by the AFC;  
(d) AFC committee members; a€(e) AFC guests

*but not including Media Delegates, spectators and hospitality customers.*

*Commercial Affiliates – means any entity (and any subsidiary of such entity) to which the AFC has granted, or will grant, any marketing, sponsoring, licensing, media and/or further commercial rights or opportunities to the Competition and/or any Official Function, including marketing partners, licensees and licensees of broadcasting and further media rights and the Host Broadcaster, as well as any sub-contractors of such legal entities.*

*Competition – means the final tournament of the AFC Asian Cup 2023™ hosted in the country where the AFC Asian Cup 2023™ takes place which is foreseen to be hosted either in June/July 2023 or January/February 2024, including any football matches of the AFC Asian Cup 2023™ which are held in compliance with the original match schedule or being delayed, deferred or replayed as well as including any Official Functions.*

*Host Broadcaster – means the party appointed, to ensure and provide the production of broadcast signals of the matches and other events of the Competition, and the provision of all related services in accordance with the media rights granted to it.*

*Host Country – mean the Organising Association’s country or territory of origin, and where the Competition shall take place.*

*LOC – means the subsidiary or internal business unit established by the Organising Association which acts as the local organising committee for the Competition and the central entity for the operational delivery of all tasks and activities in relation to the Competition that is established by the Organising Association or the co-hosting Member Association in case of a co-hosting initiative.*

*Media Delegates – means all delegates and representatives of any media companies or the press holding, or being entitled to hold, an official accreditation for the stadium and or further sites of the Competition and/or any Official Function, including broadcasting personnel and photographers.*

*Member Associations – means any national football associations officially affiliated to the AFC, whether or not participating in the Competition, and including the Organising Association.*

*Official Function – means any official event organised in connection with the Competition, including matches, training sessions, press conferences, the preliminary draw, the final draw, the team workshop or any other activities that the AFC and/or the Organising Association consider relevant for the preparation, organisation, exploitation, promotion, hosting or winding-up of the Competition.*

*Organising Association – means the Member Association appointed by the AFC to organise, prepare and stage the Competition in the country of its origin or registration, including the LOC*

*Participating Member Association - means the twenty-four (24) Member Associations, including the Organising Association, whose representative team has qualified as a Participating Team for the Competition.*

*Participating Team - means any team representing a Participating Member Association at the Competition.*

*Seconded Individuals - means any (a) employees of the AFC, the Member Associations (not including the Organising Association), the AFC Contractors, and (b) other individuals appointed by the AFC to carry out any functions in connection with the Competition, provided that the respective entity or appointed individual does not have its registered office in [name of country] and the individual has not applied for permanent residency in [name of country].*

*Service Provider - means any individuals or entities (and any subsidiary of such entity) that are licensed or appointed by the AFC, the Organising Association and/or the LOC, to provide certain services in connection with the preparation, organisation, exploitation, promotion, hosting or winding-up of the Competition.*

*Team Delegation Members - means the players, coaches, managers, officials, media officers, representatives, delegate and further accredited appointees of a Participating Team.*

## *(2) General Tax Exemption*

*[name of country] hereby represents and guarantees that [name of country] we will apply the following treatment with regard to any forms of current or future taxes, duties, charges, fees or other levies by any national, regional or local governmental authorities or by any other authorities or bodies in [name of country] in connection with the Competition:*

*(i) other than with respect to individuals or entities who are normally resident in [name of country] for tax purposes, no taxes, duties, charges, fees or other levies relating to income will be imposed on the following individuals or entities who are all to be treated as tax-exempt persons/entities:*

*(a) the AFC and all members of the AFC Delegation;*

*(b) all Team Delegation Members;*

*(c) Member Associations (not including the Organising Association) and their officials and representatives;*

*(d) AFC Contractors and further Service Providers;*

*(e) all Seconded Individuals; and*

*(f) all Media Delegates.*

- (ii) *other than with respect to individuals employed by the LOC who are normally resident in [name of country] for tax purposes, no taxes, duties, charges, fees or other levies relating to income will be imposed on the LOC for all Competition-related activities. The LOC is to be treated as tax-exempt entity.*
- (iii) *the conduct of any Competition-related activities of the following individuals or entities shall not constitute the creation of a permanent establishment in [name of country]:*
- (a) the AFC and all members of the AFC Delegation;*
  - (b) all Team Delegation Members;*
  - (c) Member Associations (not including the Organising Association) and their officials and representatives;*
  - (d) AFC Contractors, including the AFC Commercial Rights Partner, the Host Broadcaster, any Commercial Affiliates and Service Providers, provided that the respective entity does not have its registered office in [name of country];*
  - (e) all Secoded Individuals; and*
  - (f) all Media Delegates provided that the respective individual does not have its registered office in [name of country] and has not applied for permanent residence in [name of country].*
- (iv) *with the sole exception of own profit taxes in [name of country], no taxes, duties, charges, fees or other levies will be imposed on any taxable activities and/or events of the entities listed below which are directly or indirectly related to the Competition. This limited tax exemption is granted irrespective of whether or not (i) the taxable activities and/or events being carried out in [name of country] or abroad; and (ii) the respective entity having its registered office in [name of country] or abroad. The following entities appointed by the AFC and/or the LOC will benefit from the limited tax exemptions:*
- (a) Service Providers; and*
  - (b) the Host Broadcaster.*
- (v) *subject to paragraph (i) above, and to the extent that any such exploitation (i) relates to activities which take place within any venue, space or area to which admission is regulated by the AFC and/or the LOC; and (ii) is conducted in connection with the Competition, neither the exploitation of the any marketing, sponsoring, licensing, media and/or further commercial rights or opportunities to the Competition and/or any Official Function, nor the sale of (match) tickets, accommodation and/or hospitality packages shall result in the following individuals or entities being subject to any kind of taxation in [name of country] relating to income from such exploitation or sale:*

*(a) the AFC and all members of the AFC Delegation;*

*(b) any AFC Contractors, Commercial Affiliates and Service Providers, including without limitation any entity (and any subsidiary of such entity) which the AFC or the AFC Commercial Rights Partner has appointed, or will appoint as AFC merchandise partner, AFC accommodation provider, AFC ticketing partner, AFC hospitality service provider or partner, and AFC information technology solution provider.*

*(vi) no withholding taxes, source taxes, turnover taxes, value-added taxes or other taxes, duties and levies will be levied on payments (or as a consequence of payments) to, from and/or between the individuals or entities listed at (v);*

*(vii) taxes, levies and duties (of any kind), including sales taxes, consumption taxes, value added taxes and handling charges, levied directly or indirectly on the sales of match tickets shall be either free of any levy or will be zero-rated.*

### *(3) Potential Co-Hosting*

*In the event that the Organising Association has been selected by the AFC to co-organise the Competition across the Host Country and a second host country. We hereby represent and guarantee that [name of country] will closely cooperate and coordinate with the Government of such second host country to successfully co-organise the Competition across both countries and to optimise the operational, administrative and fiscal support as set out in this Government Guarantee.*

### *(4) Implementation and Performance of this Government Guarantee*

*[name of country] hereby represents and guarantees to the AFC, and will ensure, that all special laws, ordinances, decrees and other regulations required for complying with this Government Guarantee shall be enacted and enforced as early as possible and enter into force as early as necessary and that this Government Guarantee is and shall remain binding, valid and directly enforceable against [name of country] and its government, as well as all regional and local authorities, as from the date of this Government Guarantee up to two (2) months after the conclusion of the Competition, the latest up to 31 March 2024 irrespective of any change in the government of [name of country] or in its representatives, or any change in the laws of [name of country].*

*We represent and guarantee to the AFC that the tax authorities of [name of country] will establish a joint working group composed of competent representatives of the government, the tax authorities, the LOC and the AFC to address all the issues arising in connection with the implementation and performance of this Government Guarantee on a practical and working level. Furthermore, we agree to provide a high level of administrative assistance to the AFC and to nominate a single point of contact for the AFC and the LOC to coordinate all requests in relation to any issue addressed in this Government Guarantee. In particular, we guarantee that we will, if required by the AFC, issue written, unconditional and binding tax rulings on any specific taxation matters determined by the AFC. We guarantee that the organisation, staging and performance of the Competition will not be hindered or delayed by any handling procedures at any time.*

*Should any of the parties listed above suffer any imposition of tax as envisaged herein pursuant to the non-compliance with this Government Guarantee, the government of [name of country] shall indemnify and hold them harmless up to the amount of such tax payable by way of set-off or reimbursement, as the case may be, against proof as it can be reasonable expected of the liability or payment of the tax.*

*[name of country] shall bear all costs and expenses relating to the representations, undertakings and guarantees contained in this Government Guarantee, including its implementation, performance and enforcement.*

*We confirm that the undersigned are representatives of the Department of \_\_\_\_\_ of [name of country] and are duly authorised to act and provide this Government Guarantee on behalf of [name of country] and its government.*

*Any dispute or difference arising out of or in connection with this Government Guarantee, and/or any subject matters covered therein, shall, to the exclusion of any court or other forum, be referred to and resolved by arbitration in Malaysia in accordance with the Arbitration Rules of the Asian International Arbitration Centre, which rules are deemed to be incorporated by reference in this provision. The language of the proceedings shall be English.*

GUARANTEE 5: SAFETY AND SECURITY

[To be provided on Government letterhead]

*Asian Football Confederation (AFC)  
AFC General Secretary  
AFC House  
Jalan 1/155B  
Bukit Jalil  
57000 Kuala Lumpur  
Malaysia*

*[Place/date]*

*Government Guarantee relating to the AFC Asian Cup 2023™ [Safety and Security]*

*Dear Sir*

*In the event that the AFC Asian Cup 2023™ takes place in [name of country] and the [name of Bidding Member Association] is selected by the AFC as the Organising Association for the AFC Asian Cup 2023™, we hereby represent and guarantee to the AFC the following:*

*(1) Definitions*

*In this Government Guarantee, capitalised terms shall have the following meanings for all purposes:*

*AFC - means the Asian Football Confederation, including its successors and permitted assigns.*

*AFC Contractors – means any individuals and entities that have entered and will enter, directly or indirectly, into any sort of contractual relationship with the AFC, in relation to the Competition including, without limitation, the AFC Commercial Rights Partner, Commercial Affiliates, Service Providers, the Host Broadcaster and any other appointees, licensees or agents of the AFC, as well as any sub-contractors of such entities.*

*AFC Commercial Rights Partner – means an entity appointed by the AFC for the sale of Commercial Rights, all or parts thereof, and the provision of services in relation thereto.*

*AFC Delegation – means all managers, officials, representatives and further appointees listed by the AFC to attend the Competition and/or any Official Function, including:*

- (a) AFC staff;*
- (b) match officials;*

- (c) other officials appointed by the AFC;
- (d) AFC committee members; and
- (e) AFC guests

*but not including Media Delegates, spectators and hospitality customers.*

*Commercial Affiliates – means any entity (and any subsidiary of such entity) to which the AFC has granted, or will grant, any marketing, sponsoring, licensing, media and/or further commercial rights or opportunities to the Competition and/or any Official Function, including marketing partners, licensees and licensees of broadcasting and further media rights and the Host Broadcaster, as well as any sub-contractors of such legal entities.*

*Competition – means the final tournament of the AFC Asian Cup 2023™ hosted in the country where the AFC Asian Cup 2023™ takes place which is foreseen to be hosted either in June/July 2023 or January/February 2024, including any football matches of the AFC Asian Cup 2023™ which are held in compliance with the original match schedule or being delayed, deferred or replayed as well as including any Official Functions.*

*Host Broadcaster – means the party appointed, to ensure and provide the production of broadcast signals of the matches and other events of the Competition, and the provision of all related services in accordance with the media rights granted to it.*

*Host Country – mean the Organising Association’s country or territory of origin, and where the Competition shall take place.*

*LOC – means the subsidiary or internal business unit established by the Organising Association which acts as the local organising committee for the Competition and the central entity for the operational delivery of all tasks and activities in relation to the Competition that is established by the Organising Association or the co-hosting Member Association in case of a co-hosting initiative.*

*Media Delegates – means all delegates and representatives of any media companies or the press holding, or being entitled to hold, an official accreditation for the stadium and or further sites of the Competition and/or any Official Function, including broadcasting personnel and photographers.*

*Member Associations – means any national football associations officially affiliated to the AFC, whether or not participating in the Competition, and including the Organising Association.*

*Official Function – means any official event organised in connection with the Competition, including matches, training sessions, press conferences, the preliminary draw, the final draw, the team workshop or any other activities that the AFC and/or the Organising Association consider relevant for the preparation, organisation, exploitation, promotion, hosting or winding-up of the Competition.*

*Organising Association - means the Member Association appointed by the AFC to organise, prepare and stage the Competition in the country of its origin or registration, including the LOC*

*Participating Member Association - means the twenty-four (24) Member Associations, including the Organising Association, whose representative team has qualified as a Participating Team for the Competition.*

*Participating Team - means any team representing a Participating Member Association at the Competition.*

*Seconded Individuals - means any (a) employees of the AFC, the Member Associations (not including the Organising Association), the AFC Contractors, and (b) other individuals appointed by the AFC to carry out any functions in connection with the Competition, provided that the respective entity or appointed individual does not have its registered office in [name of country] and the individual has not applied for permanent residency in [name of country].*

*Service Provider - means any individuals or entities (and any subsidiary of such entity) that are licensed or appointed by the AFC, the Organising Association and/or the LOC, to provide certain services in connection with the preparation, organisation, exploitation, promotion, hosting or winding-up of the Competition.*

*Team Delegation Members - means the players, coaches, managers, officials, media officers, representatives, delegate and further accredited appointees of a Participating Team.*

*Volunteer - means an individual performing for and on behalf of the AFC and/or the Organising Association, on a free of charge basis (except for the compensation of expenditures), certain supportive functions in relation to the Competition and/or any Official Function.*

## *(2) Scope of Safety and Security*

*[name of country] hereby represents and guarantees that we will procure the implementation of all necessary safety and security measures in relation to the staging of the Competition and all Official Functions which are required to ensure, to the greatest extent possible, the safety of:*

- (i) the AFC and all members of the AFC Delegation;*
- (ii) the LOC and all their officials and representatives;*
- (iii) all Team Delegation Members;*
- (iv) the Member Associations and their officials and representatives;*
- (v) all AFC Contractors and further Service Providers;*
- (vi) all Media Delegates;*



(vii) *Secoded Individuals;*

(viii) *Volunteers; and*

(ix) *all spectators and hospitality customers;*

*at all times throughout their entire stay in [name of country], particularly at airports, inside and outside the official hotels, stadia, routes to stadia, official training sites, and any other venue, space or area to which admission is regulated by the AFC and/or the LOC, during one (1) month prior to the Competition or Official Function and ending one (1) month thereafter the Competition or Official Function.*

### *(3) Safety and Security Concept and Implementation*

*[name of country] hereby represents and guarantees to the AFC that we will fully assist, and closely cooperate with, the LOC in developing, planning and implementing a full security concept, taking into consideration the experience gained at previous major sporting events worldwide, in order to ensure the highest possible level of security and safety at all times in relation to the Competition.*

*We hereby guarantee to provide police escorts for the use of Participating Teams, match officials and, based on the risk assessment of the relevant public authorities, certain pre-designated senior members of the AFC Delegation for all travel within [name of country].*

*[name of country] hereby represents and guarantees to the AFC to bear all costs and expenses arising in relation to the development, planning and implementation of the full security concept as well as the implementation of any safety and security measures in relation to the Competition and the Official Functions and not to charge, whether directly or indirectly, by way of recourse or otherwise, any of the entities and individuals listed as beneficiaries in this Government Guarantee.*

### *(4) Liability and Indemnity*

*Unless the relevant safety and security incident is caused by deliberate act of the respective entity or individual listed as beneficiaries in this Government Guarantee, [name of country] hereby represents and guarantees to the AFC to accept full liability for any direct or indirect damages (including loss of profits), liabilities, claims, proceedings, costs and/or expenses (including experts' or advisors' fees) resulting from, or arising in connection with, any safety and/or security incidents in relation to the Competition and any Official Function.*

*Unless the relevant safety and security incident is caused by deliberate act of the respective entity or individual listed as beneficiaries in this Government Guarantee, [name of country] hereby represents and guarantees to fully indemnify, defend and hold harmless any of the entities and individuals listed as beneficiaries in this Government Guarantee from and against any direct or indirect damages (including loss of profits), liabilities, claims, proceedings, costs and/or expenses (including experts' or advisors' fees), which such parties may suffer or incur resulting from, or arising in connection with, any safety and security incidents in relation to the Competition and any Official Function.*

*(5) Potential Co-Hosting*

*In the event that the Organising Association has been selected by the AFC to co-organise the Competition across the Host Country and a second host country. We hereby represent and guarantee that [name of country] will closely cooperate and coordinate with the Government of such second host country to successfully co-organise the Competition across both countries and to optimise the operational and administrative support as set out in this Government Guarantee.*

*(6) Implementation and Performance of this Government Guarantee*

*We further represent and guarantee to the AFC, and will ensure, that all laws, ordinances, decrees and other regulations necessary for complying with this Government Guarantee, shall be enacted and enforced as early as possible, and that this Government Guarantee is and shall remain binding, valid and enforceable against [name of country] and its government, as well as all regional and local authorities, as from the date of this Government Guarantee up to two (2) months after the conclusion of the Competition, the latest up to 31 March 2024 irrespective of any change in the government of [name of country] or in its representatives, or any change in the laws of [name of country].*

*[name of country] shall bear all costs and expenses relating to the representations, undertakings and guarantees contained in this Government Guarantee, including its implementation, performance and enforcement.*

*We confirm that the undersigned are representatives of the Department of \_\_\_\_\_ of [name of country] and are duly authorised to act and provide this Government Guarantee on behalf of [name of country] and its government.*

*Any dispute or difference arising out of or in connection with this Government Guarantee, and/or any subject matters covered therein, shall, to the exclusion of any court or other forum, be referred to and resolved by arbitration in Malaysia in accordance with the Arbitration Rules of the Asian International Arbitration Centre, which rules are deemed to be incorporated by reference in this provision. The language of the proceedings shall be English.*

GUARANTEE 6: PROTECTION AND EXPLOITATION OF COMMERCIAL RIGHTS

[To be provided on Government letterhead]

*Asian Football Confederation (AFC)  
AFC General Secretary  
AFC House  
Jalan 1/155B  
Bukit Jalil  
57000 Kuala Lumpur  
Malaysia*

*[Place/date]*

*Government Guarantee relating to the AFC Asian Cup 2023™ [Protection and Exploitation of Commercial Rights]*

*Dear Sir*

*In the event that the AFC Asian Cup 2023™ takes place in [name of country] and the [name of Bidding Member Association] is selected by the AFC as the Organising Association for the AFC Asian Cup 2023™, we hereby represent and guarantee to the AFC the following:*

*(1) Definitions*

*In this Government Guarantee, capitalised terms shall have the following meanings for all purposes:*

*AFC - means the Asian Football Confederation, including its successors and permitted assigns.*

*AFC Commercial Rights Partner – means an entity appointed by the AFC for the sale of Commercial Rights, all or parts thereof, and the provision of services in relation thereto.*

*Ambush Marketing – means any attempt to gain an unauthorised commercial association with, and/or to exploit the goodwill in, the AFC and/or the Competition, by means of marketing, promotional, advertising, merchandising, licensing and public relations activities in words, sound or any other form, by an unauthorised use of any Competition Marks, match tickets or otherwise.*

*Commercial Affiliates – means any entity (and any subsidiary of such entity) to which the AFC has granted, or will grant, any marketing, sponsoring, licensing, media and/or further commercial rights or opportunities to the Competition and/or any Official Function, including*

*marketing partners, licensees and licensees of broadcasting and further media rights and the Host Broadcaster, as well as any sub-contractors of such legal entities.*

*Competition - means the final tournament of the AFC Asian Cup 2023™ hosted in the country where the AFC Asian Cup 2023™ takes place which is foreseen to be hosted in June/July 2023 or January/February 2024, including any football matches of the AFC Asian Cup 2023™ which are held in compliance with the original match schedule or being delayed, deferred or replayed as well as including any Official Functions.*

*Competition Marks - means the official emblem; official mascot; official slogan; official posters; the official trophy (including any representations thereof); any official name for the Competition (in any language or script) and any abbreviations thereof; and any other mark (including any word marks), design, slogan, emblem, title or other identification or symbol developed by the AFC and selected by the AFC for the official use in connection with the Competition.*

*Host Broadcaster - means the party appointed, to ensure and provide the production of broadcast signals of the matches and other events of the Competition, and the provision of all related services in accordance with the media rights granted to it.*

*Host Country - mean the Organising Association's country or territory of origin, and where the Competition shall take place.*

*LOC - means the subsidiary or internal business unit established by the Organising Association which acts as the local organising committee for the Competition and the central entity for the operational delivery of all tasks and activities in relation to the Competition that is established by the Organising Association or the co-hosting Member Association in case of a co-hosting initiative.*

*Official Function - means any official event organised in connection with the Competition, including matches, training sessions, press conferences, the preliminary draw, the final draw, the team workshop or any other activities that the AFC and/or the Organising Association consider relevant for the preparation, organisation, exploitation, promotion, hosting or winding-up of the Competition.*

*Organising Association - means the Member Association appointed by the AFC to organise, prepare and stage the Competition in the country of its origin or registration, including the LOC.*

## *(2) Protection Scope of Safety and Security*

*[name of country] hereby represents and guarantees that the following measures will be implemented and operative, by specific special legislation if required, at least six (6) months prior to the start of the Competition:*

- (i) Ambush Marketing by "association" in relation to the Competition will be prohibited by law;*

- (ii) Ambush Marketing “by intrusion” in relation to the Competition will be prohibited by law;*
- (iii) the unauthorised use of any Competition Marks and other intellectual property rights owned by the AFC in relation to the Competition will be prohibited by law;*
- (iv) the prohibition of any and all acts of “unfair competition” (as may be understood by binding and legally enforceable international laws) or “passing off” in relation to the Competition;*
- (v) the implementation of expedited examination and registration procedures for all the AFC’s trademark, design and (if relevant) copyright applications for the Competition;*
- (vi) the implementation of expedited examination and opposition procedures for all third-party trademark, design and (if relevant) copyright applications relating to the AFC and/or Competition filed without the AFC’s written authorisation;*
- (vii) the implementation of expedited judicial enforcement procedures in relation to the enforcement by the AFC of its legal rights in connection with the Competition;*
- (viii) the registration and commercial or promotional use of domain names consisting of, or containing, the AFC’s trademarks, to be prohibited by law;*
- (ix) the resale or redistribution of match tickets (unless expressly authorised in writing by the AFC) to be prohibited by law;*
- (x) the use of match tickets in advertising sales, competitions, sweepstakes, give away, or other promotional activities, or as part of a hospitality or travel package, or for any such purposes (unless expressly authorised in writing by the AFC) to be prohibited by law;*
- (xi) the implementation and enforcement on match days of an exclusive advertising and street trading zone within, and in the airspace above, a 500m exclusion zone around each official stadium used for the Competition, in which the right to conduct commercial activities is reserved for the AFC and the Commercial Affiliates;*
- (xii) stadium authorities and clubs associated with such each stadium used for the Competition shall be required by law to change the name of the respective stadium for all purposes connected with the Competition, and to ensure that the temporary name of the stadia (or the existing name of the stadium when used in connection with the Competition) are not used by the stadium authorities, the clubs or their licensees;*
- (xiii) the establishment of a national rights protection committee, no later than six (6) months prior to the Competition to consist of members of the relevant national government departments/agencies (such as the department of trade & industry, the intellectual property office, customs service, public prosecutor’s office, law enforcement agencies, etc.);*

- (xiv) the establishment of an offence at law for any breach of the prohibitions listed above, with a suitably severe penalty to deter any deliberate breach;*
- (xv) the grant of special powers to local law enforcement officers to enforce the prohibitions and exclusive zones outlined above, to enable them to confiscate any materials that they reasonably suspect are being used in connection of the breach, and to dispose of/destroy goods used or created in connection with the breach (upon conviction for the breach); and*
- (xvi) the allocation of sufficient numbers of customs officers to properly control the importation of counterfeit and pirate goods.*

### *(3) Ownership and Exploitation of Commercial Rights*

*[name of country] hereby represents and guarantees to the AFC that we unconditionally and irrevocably acknowledge the AFC's legal and beneficial, unrestricted and exclusive ownership of all media rights, marketing rights, ticketing rights, other commercial rights, marks (including any Competition Marks) and other intellectual property rights owned by the AFC in relation to the Competition.*

*We further represent and guarantee to the AFC, and will ensure, that [name of country] will pass, to the extent necessary, special laws designed to ensure protection of the AFC's ownership of all media rights, marketing rights, ticketing rights, other commercial rights, marks and other intellectual property and shall provide the AFC and the AFC Commercial Rights Partner with the support of officers of relevant authorities, such as police and customs, to assist in the protection of the media rights, marketing rights, ticketing rights, other commercial rights, marks (including any Competition Marks) and other intellectual property of the AFC.*

*We also represent and guarantee to the AFC, and will ensure, that for the period commencing on the date of the appointment of [name of country] as host for the Competition and ending two (2) months after the conclusion of the Competition, the latest on 31 March 2024 there are and will be no legal restrictions or prohibitions on the sale, advertising or distribution of the Commercial Affiliates' products and services, including food and beverages, in stadia or any other venue, space or area to which admission is regulated by the AFC and/or the LOC and that there are and will be no legal restrictions or prohibitions on the exploitation of the media rights (such as by way of "anti-syphoning" or "listed events legislation"), marketing rights, ticketing rights, other commercial rights, marks (including any Competition Marks) and other intellectual property of the AFC. We agree that any media laws or regulations which interfere with, or impinge upon the AFC's and the AFC Commercial Rights Partner's exploitation of the media rights are suspended in respect of the Competition and that the AFC and/or and the AFC Commercial Rights Partner may exploit the media rights unfettered in [name of country] in a manner of their choosing.*

*[name of country] hereby represents and guarantees that the AFC shall have the full and exclusive control over all access and accreditation rights to the stadiums or any other sites used for the Competition, including the implementation of any news access or related rights existing in [name of country] for the purposes of short news reporting.*

#### *(4) Potential Co-Hosting*

*In the event that the Organising Association has been selected by the AFC to co-organise the Competition across the Host Country and a second host country. We hereby represent and guarantee that [name of country] will closely cooperate and coordinate with the Government of such second host country to successfully co-organise the Competition across both countries and to optimise the operational and administrative support as set out in this Government Guarantee.*

#### *(5) Implementation and Performance of this Government Guarantee*

*[name of country] hereby represents and guarantees to the AFC, and will ensure, that all laws, ordinances, decrees and other regulations necessary for complying with this Government Guarantee, shall be enacted and enforced as early as possible, and that this Government Guarantee is and shall remain binding, valid and enforceable against [name of country] and its government, as well as all regional and local authorities, as from the date of this Government Guarantee up to two (2) months after the conclusion of the Competition, the latest up to 31 March 2024 irrespective of any change in the government of [name of country] or in its representatives, or any change in the laws of [name of country].*

*[name of country] shall bear all costs and expenses relating to the representations, undertakings and guarantees contained in this Government Guarantee, including its implementation, performance and enforcement.*

*We confirm that the undersigned are representatives of the Department of \_\_\_\_\_ of [name of country] and are duly authorised to act and provide this Government Guarantee on behalf of [name of country] and its government.*

*Any dispute or difference arising out of or in connection with this Government Guarantee, and/or any subject matters covered therein, shall, to the exclusion of any court or other forum, be referred to and resolved by arbitration in Malaysia in accordance with the Arbitration Rules of the Asian International Arbitration Centre, which rules are deemed to be incorporated by reference in this provision. The language of the proceedings shall be English.*

GUARANTEE 7: MEDICAL CARE

[To be provided on Government letterhead]

*Asian Football Confederation (AFC)  
AFC General Secretary  
AFC House  
Jalan 1/155B  
Bukit Jalil  
57000 Kuala Lumpur  
Malaysia*

*[Place/date]*

*Government Guarantee relating to the AFC Asian Cup 2023™ [Medical Care]*

*Dear Sir*

*In the event that the AFC Asian Cup 2023™ takes place in [name of country] and the [name of Bidding Member Association] is selected by the AFC as the Organising Association for the AFC Asian Cup 2023™, we hereby represent and guarantee to the AFC the following:*

*(1) Definitions*

*In this Government Guarantee, capitalised terms shall have the following meanings for all purposes:*

*AFC – means the Asian Football Confederation, including its successors and permitted assigns.*

*AFC Contractors – means any individuals and entities that have entered and will enter, directly or indirectly, into any sort of contractual relationship with the AFC, in relation to the Competition including, without limitation, the AFC Commercial Rights Partner, Commercial Affiliates, Service Providers, the Host Broadcaster and any other appointees, licensees or agents of the AFC, as well as any sub-contractors of such entities.*

*AFC Commercial Rights Partner – means an entity appointed by the AFC for the sale of Commercial Rights, all or parts thereof, and the provision of services in relation thereto.*

*AFC Delegation – means all managers, officials, representatives and further appointees listed by the AFC to attend the Competition and/or any Official Function, including:*

- (a) AFC staff members;*
- (b) match officials;*



- (c) other officials appointed by the AFC;
- (d) AFC committee members; and
- (e) AFC guests

*but not including Media Delegates, spectators and hospitality customers.*

*Commercial Affiliates – means any entity (and any subsidiary of such entity) to which the AFC has granted, or will grant, any marketing, sponsoring, licensing, media and/or further commercial rights or opportunities to the Competition and/or any Official Function, including marketing partners, licensees and licensees of broadcasting and further media rights and the Host Broadcaster, as well as any sub-contractors of such legal entities.*

*Competition – means the final tournament of the AFC Asian Cup 2023™ hosted in the country where the AFC Asian Cup 2023™ takes place which is foreseen to be hosted either in June/July 2023 or January/February 2024, including any football matches of the AFC Asian Cup 2023™ which are held in compliance with the original match schedule or being delayed, deferred or replayed as well as including any Official Functions.*

*Host Broadcaster – means the party appointed, to ensure and provide the production of broadcast signals of the matches and other events of the Competition, and the provision of all related services in accordance with the media rights granted to it.*

*Host Country – mean the Organising Association’s country or territory of origin, and where the Competition shall take place.*

*LOC – means the subsidiary or internal business unit established by the Organising Association which acts as the local organising committee for the Competition and the central entity for the operational delivery of all tasks and activities in relation to the Competition that is established by the Organising Association or the co-hosting Member Association in case of a co-hosting initiative.*

*Media Delegates – means all delegates and representatives of any media companies or the press holding, or being entitled to hold, an official accreditation for the stadium and or further sites of the Competition and/or any Official Function, including broadcasting personnel and photographers.*

*Member Associations – means any national football associations officially affiliated to the AFC, whether or not participating in the Competition, and including the Organising Association.*

*Official Function – means any official event organised in connection with the Competition, including matches, training sessions, press conferences, the preliminary draw, the final draw, the team workshop or any other activities that the AFC and/or the Organising Association consider relevant for the preparation, organisation, exploitation, promotion, hosting or winding-up of the Competition.*

*Organising Association - means the Member Association appointed by the AFC to organise, prepare and stage the Competition in the country of its origin or registration, including the LOC*

*Participating Member Association - means the twenty-four (24) Member Associations, including the Organising Association, whose representative team has qualified as a Participating Team for the Competition.*

*Participating Team - means any team representing a Participating Member Association at the Competition.*

*Seconded Individuals - means any (a) employees of the AFC, the Member Associations (not including the Organising Association), the AFC Contractors, and (b) other individuals appointed by the AFC to carry out any functions in connection with the Competition, provided that the respective entity or appointed individual does not have its registered office in [name of country] and the individual has not applied for permanent residency in [name of country].*

*Service Provider - means any individuals or entities (and any subsidiary of such entity) that are licensed or appointed by the AFC, the Organising Association and/or the LOC, to provide certain services in connection with the preparation, organisation, exploitation, promotion, hosting or winding-up of the Competition.*

*Team Delegation Members - means the players, coaches, managers, officials, media officers, representatives, delegate and further accredited appointees of a Participating Team.*

*Volunteer - means an individual performing for and on behalf of the AFC and/or the Organising Association, on a free of charge basis (except for the compensation of expenditures), certain supportive functions in relation to the Competition and/or any Official Function.*

## *(2) Medical Care*

*[name of country] hereby represents and guarantees that for the purposes of medical care:*

- (i) the AFC and all members of the AFC Delegation;*
- (ii) the LOC and all their officials and representatives;*
- (iii) all Team Delegation Members;*
- (iv) the Member Associations (including the Organising Association) and their officials and representatives;*
- (v) all AFC Contractors and further Service Providers;*
- (vi) all Media Delegates;*
- (vii) Seconded Individuals;*

(viii) *Volunteers; and*

(ix) *all spectators and hospitality customers*

*shall be provided with the highest level of medical care at all times during the period commencing one (1) month prior to the Competition or Official Function and ending one (1) month thereafter.*

*We represent and guarantee that a dedicated emergency service shall be available on a twenty-four (24) hour basis to treat any of the above classes of persons for any emergency care that may be required in connection with the Competition at any stadium, official training site, hotel or any related venue used for the Competition or Official Function.*

### *(3) Potential Co-Hosting*

*In the event that the Organising Association has been selected by the AFC to co-organise the Competition across the Host Country and a second host country. We hereby represent and guarantee that [name of country] will closely cooperate and coordinate with the Government of such second host country to successfully co-organise the Competition across both countries and to optimise the operational and administrative support as set out in this Government Guarantee.*

### *(4) Implementation and Performance of this Government Guarantee*

*[name of country] hereby represents and guarantees the AFC, and will ensure, that all laws, ordinances, decrees and other regulations necessary for complying with this Government Guarantee, shall be enacted and enforced as early as possible, and that this Government Guarantee is and shall remain binding, valid and enforceable against [name of country] and its government, as well as all regional and local authorities, as from the date of this Government Guarantee up to two (2) months after the conclusion of the Competition, the latest up to 31 March 2024 irrespective of any change in the government of [name of country] or in its representatives, or any change in the laws of [name of country].*

*[name of country] shall bear all costs and expenses relating to the representations, undertakings and guarantees contained in this Government Guarantee, including its implementation, performance and enforcement.*

*We confirm that the undersigned are representatives of the Department of \_\_\_\_\_ of [name of country] and are duly authorised to act and provide this Government Guarantee on behalf of [name of country] and its government.*

*Any dispute or difference arising out of or in connection with this Government Guarantee, and/or any subject matters covered therein, shall, to the exclusion of any court or other forum, be referred to and resolved by arbitration in Malaysia in accordance with the Arbitration Rules of the Asian International Arbitration Centre, which rules are deemed to be incorporated by reference in this provision. The language of the proceedings shall be English.*

SCHEDULE D: GOVERNMENT DECLARATION

[To be provided on Government letterhead]

*Asian Football Confederation (AFC)  
AFC General Secretary  
AFC House  
Jalan 1/155B  
Bukit Jalil  
57000 Kuala Lumpur  
Malaysia*

*[Place/date]*

*Government Declaration relating to the AFC Asian Cup 2023™*

*Dear Sir*

*On behalf of the entire Government and all governmental authorities in [name of country], we hereby welcome the opportunity that the AFC Asian Cup 2023™ may be hosted in [name of country] and declare that:*

- (a) [name of country] will do its utmost to create a festive atmosphere for the AFC Asian Cup 2023™ and all events relating hereto, amongst others by welcoming the AFC, its representatives, all representatives of AFC member associations and all spectators;*
- (b) [name of country] will make sure that there is no discrimination in any form or nature in relation to the AFC Asian Cup 2023™ and all events relating hereto. In particular, [name of country] will permit the AFC to show respect to each participating team by playing its national anthem and raising its national flag inside the stadiums.*
- (c) the Government and all governmental authorities of [name of country] will best-possibly support the AFC, the Organising Association and the local organising committee in relation to the preparation, organisation, exploitation, promotion, hosting or winding-up of the AFC Asian Cup 2023™ and of all events relating hereto in a sustainable manner and in respect of internationally recognised human rights, including labour rights.*
- (d) In the event that the Competition is co-hosted by [name of country] and another host country. the Government and all governmental authorities of [name of country] will cooperate and closely coordinate with the Government of such other host country to successfully co-organise the Competition across both countries and to optimise the operational and administrative support as set out in this Government Guarantee.*



## SCHEDULE E: HOST CITY DECLARATION

[To be provided on Municipality letterhead]

*Asian Football Confederation (AFC)  
AFC General Secretary  
AFC House  
Jalan 1/155B  
Bukit Jalil  
57000 Kuala Lumpur  
Malaysia*

*[Place/date]*

*Host City Declaration relating to the AFC Asian Cup 2023™*

*Dear Sir*

*On behalf of the entire municipality and all municipal authorities of [Name of Candidate Host City] (“City”), we welcome the opportunity that certain football matches and/or further events of the AFC Asian Cup 2023™ may be hosted in our City.*

*We hereby declare that in the event of a selection of our City as host city of the AFC Asian Cup 2023™:*

- (a) the City will do its utmost to create a festive atmosphere for all the matches and further events (if applicable) of the AFC Asian Cup 2023™ which will take place in our City and welcome all spectators visiting our City;*
- (b) the City and all municipal authorities will best-possibly support the AFC and the Organising Association in relation to the preparation, organisation exploitation, promotion and hosting of matches and further events (if applicable) of the AFC Asian Cup 2023™ which will take place in our City as requested in the host city agreement executed by the City;*
- (c) the City will best-possibly support the AFC and the Organising Association to host all matches and/or further events in our City in a sustainable manner and in respect of internationally recognised human rights, including labour rights; and*
- (d) within our competence, the City will adopt all measures and enact all necessary laws, ordinances or regulations that are required to ensure full compliance with the host city agreement and this declaration.*

## SCHEDULE F: FORM OF LEGAL OPINION

To: Asian Football Confederation

Dear Sirs,

We act as legal advisers of the [*Name of BMA*] (the “Name of BMA”) in the preparation of its bid to host the AFC Asian Cup 2023™, and have reviewed the following documents (the “Documents”):

- (i) the template Organising Association Agreement;
- (ii) the template guarantees from various governmental authorities (the “Government Guarantees”);
- (iii) the template declaration from the government (the “Government Declaration”);
- (iv) the template declarations from the municipalities of the candidate host cities (the “Host City Declaration”); and
- (v) the template Sponsor Non-Infringement Undertakings.

We have not investigated the laws of any country other than [name of country] and this opinion is given only with respect to the laws of [name of country] in effect as at the date of this opinion. Based upon the foregoing, we are of the following opinion:

### 1. Legal Validity

The provisions of each Document are legally binding, fully valid, fully enforceable in accordance with their terms and would be so treated in the courts or by other competent bodies or authorities of [name of country] and are in proper form for their enforcement in [name of country]. The provisions of each Document are, in particular, but not limited to, legally binding, fully valid and fully enforceable in respect of any representation, guarantee, confirmation or other undertaking which is given as of the date of issuance and/or up to and/or per the end date of the AFC Asian Cup 2023™.

### 2. Non-conflict

The execution and performance of the obligations under each Document do not violate in any respect any [name of country] law or regulation or any decision of any judicial or other competent body or authority of or in [name of country].

### 3. Consents

All authorisations, approvals, consents, licences, exemptions, filings, registrations, notarisations and other requirements of judicial and other competent bodies or authorities of or in [name of country] required or advisable in connection with the execution, performance,

validity and enforceability of all provisions under each Document have been obtained or effected and are in full force and effect.

#### 4. No Immunity

The parties to the Documents enjoy no right of immunity from suit or execution or other legal process in respect of their obligations under the Documents.

#### 5. Choice of Law

The choice of Malaysian law as governing law will be recognised and applied as a valid choice of law by the courts or other competent bodies or authorities of [name of country] and applied by such courts or other competent bodies or authorities in proceedings in relation thereto.

#### 6. Jurisdiction

Any dispute arising out of or in connection with the [name of BMA] bid to host and stage the Competition, including any question regarding the enforceability or validity of documents submitted, shall be referred to and resolved by arbitration in Malaysia in accordance with the Arbitration Rules of the Kuala Lumpur Regional Centre for Arbitration (“KLRCA Rules”), which rules are deemed to be incorporated by reference in the relevant provision.

#### 7. Enforcement of Foreign Judgments

Any judgment obtained in a court or arbitration panel of Malaysia will be enforceable by the courts or other competent bodies or authorities of [name of country] without re-examination of the merits of the case.

#### 8. Enforcement of Judgment regarding the Documents

Any judgment obtained in a court or arbitration panel of Malaysia in relation to the Documents will be fully enforceable in [name of country].

#### 9. No Adverse Consequences

Under the laws of [name of country], the AFC will not be deemed to be resident, domiciled or carrying on any commercial activity in [name of country] as a result of organising and staging the AFC Asian Cup 2023™ in [name of country] or of the entry into and performance of the rights and obligations under the Documents.

#### 10. Qualification to do Business

It is not necessary under the laws of [name of country] (i) in order to enable the AFC to enforce its rights under the Documents, or (ii) by reason of the AFC Asian Cup 2023™ in [name of country] or the execution and performance of the rights and obligations under the Documents by the AFC, that the AFC should be licensed, qualified or otherwise entitled to stage the AFC Asian Cup 2023™ in [name of country].

#### 11. Powers and Authority

The governmental bodies and authorities, respectively the signatories of the undertakings by private entities, have the power and authority to enter into and perform Government Guarantees to which they are a party.



The [name of BMA] and its wholly-owned LOC have the corporate power and authority to enter into and perform the rights and obligations set out in the Organising Association Agreement.

12. Signatories

All signatures with regard to the Government Guarantees are genuine. The persons named as authorised persons in these Documents have the right, power and authority to execute the obligations under these Documents on behalf of the relevant [name of country] governmental bodies or authorities and to give any notices or certificates under these Documents on that the [name of country] governmental authority's behalf.

This opinion is solely for your benefit and is not to be quoted or made public in any way without our prior written consent save that this opinion or copies thereof may be delivered to your professional advisers.

Yours faithfully,

[Name]  
[Designation]  
[Name of Law Firm]

# BID BOOK STRUCTURE AND CONTENTS OUTLINE

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# 1. INTRODUCTION

## 1.1 BIDDING PROCESS AND BID BOOK

1.1.1 The submission of the Bid Book forms the final step of the Bidding Process to host the Competition. The Bid Book is due on 31 August 2022 as set out in Article 4.3 of these Regulations.

1.1.2 Unless otherwise explicitly requested by the AFC in writing, following the submission of the Bid Book, BMAs may not submit any further documents unless expressly requested to do so by the AFC.

1.1.3 By signing and submitting their Bid Book, each BMA (which includes the LOC) acknowledges that all representations made therein are legally binding. The contents of the Bid Book must be strictly adhered to unless express written permission is granted by the AFC.

1.1.4 All capitalised terms in this document, except where expressly stated otherwise, shall have the same meaning as in the template OAA provided to the BMAs.

## 1.2 PURPOSE OF THIS DOCUMENT

1.2.1 The purpose of the Bid Book Structure and Content Outline is to set out:

- (i) a formulaic and simplified structure for the BMAs to follow when preparing their Bid Book;
- (ii) the mandatory content required to be contained within each section of the Bid Book; and,
- (iii) the mandatory documents that are required to be included within the Bid Book for their bid to be considered valid.

## 2. STRUCTURE OF THE BID BOOK

### 2.1 GENERAL GUIDELINES

2.1.1 The BMA must adhere to the structure of the Bid Book set out in this Clause 2.

2.1.2 In view of the necessary short timelines applying to this Bidding Process, the BMAs shall:

- (i) strictly adhere to the requirements regarding the manner and form in which certain mandatory content and information shall be provided by the BMAs as set out in this Bid Book Structure and Content Outline;
- (ii) abstain from providing any information in addition to the mandatory content and information as set out in the Bid Book Structure and Content Outline; and
- (iii) strictly comply with the formal requirements for the provision of the mandatory content (i.e. by exclusively making use of the Templates).

### 2.2 STRUCTURE OF THE BID BOOK

2.2.1 The Bid Book must open with an introduction, signed by relevant football and government officials, which acknowledges that:

- (i) all representations made within the Bid Book are legally binding upon each BMA (and their LOC);
- (ii) its contents will be strictly adhered to unless expressly requested otherwise in writing by the AFC;
- (iii) its contents are all true and correct at the time of submission; and
- (iv) an acknowledgement of the Regulations.

2.2.2 The main body of the Bid Book must be broken down into and contain the following chapters in the order listed:

- (i) Hosting Vision and General Strategy;
- (ii) Host Country Information;
- (iii) Stadiums;
- (iv) Official Training Sites;
- (v) Team and Referee Facilities
- (vi) Accommodation and AFC Headquarter Hotels;
- (vii) Strategy for Preparation and Delivery of Competition in Short Timeline
- (viii) Transportation Infrastructure and General mobility;

- (ix) Information Technology and Telecommunications;
- (x) Safety and Security;
- (xi) Health and Medical System;
- (xii) Official Functions;
- (xiii) Media and Communications;
- (xiv) Event Promotion;
- (xv) Marketing and AFC Benefits;
- (xvi) Finance and Insurance; and
- (xvii) Volunteers.

2.2.3 Any information that is required to be submitted in Templates (as set out in Clause 3 below) shall be submitted exclusively by use of the relevant Template without any further explanation or information provided within the body of that relevant chapter. The relevant Templates are found in Clause 4 of this Bid Book Structure and Content Outline.

2.2.4 The Bid Book must be:

- (i) solely completed in English; and,
- (ii) be of A4 size, either Landscape or Portrait orientation (only one (1));

2.2.5 For the body of each chapter of the Bid Book a maximum page limit shall apply as set out in the table below.

Chapter / Section of Bid Book	Maximum Page Limit
Introduction	2 pages
Chapter 1: Hosting Vision and Strategy	
Individualised Hosting Proposal	2 pages
Integrated Hosting Vision and Strategy	3 pages
Summary of Public Support	2 pages
Key reasons why to select BMA	2 pages
Chapter 2: Host Country Information	
General Information	2 pages
Political Information	2 pages
Chapter 3: Stadiums	
Introduction	1 page
Information on proposed Stadiums	6 pages (including maps to be included in the Bid Book)

Chapter / Section of Bid Book	Maximum Page Limit
Chapter 4: Official Training Sites	
Introduction	1 page
Information on proposed Official Training Sites	8 pages (including required confirmations)
Chapter 5: Team and Referee Facilities	
Introduction	1 page
Information on proposed Team and Referee Facilities	2 pages
Chapter 6: Accommodation and AFC Headquarter Hotels	
Introduction	1 page
Information on Strategy and Accommodation Inventory	3 pages
AFC Headquarters, AFC Venue Hotels and AFC VIP Hotels	6 pages
Chapter 7: Strategy for Preparation and Delivery of Competition in Short Timeline	
Introduction	2 pages
Information on Existing Facilities, Permits	4 pages (including required confirmations)
Information on Measures necessary for Readiness of Stadiums and Official Training Sites	4 pages
Chapter 8: Transportation Infrastructure and General mobility	
Information on transport between proposed Host Cities	1 page
Information on transport within proposed Host Cities	4 pages
Information on Airports in proposed Host Cities	4 pages
Chapter 9: Information Technology and Telecommunication	
Information on Access to IT & T network	2 pages
Chapter 10: Safety and Security	
Information on Safety & Security	2 pages
Chapter 11 Health and Medical System	
Information on Access to public Health and Medical System	2 pages
Chapter 12: Official Functions	
Information on proposed Venues for Official Functions	4 pages
Chapter 13: Media and Communications	
Information on proposed Venues for Main Media Centre	2 pages
Information on proposed Communications Strategy	2 pages
Chapter 14: Event Promotion	
Information on proposed Event Promotion Strategy	2 pages
Chapter 15: Marketing and AFC Benefit	
Information on proposed Marketing Landscape	2 pages

Chapter / Section of Bid Book	Maximum Page Limit
Information on proposed AFC Benefits	8 pages (excluding required confirmations)
Chapter 16: Finance and Insurance	
Information on Finance Matters	2 pages
Information on Insurance Strategy	2 pages
Chapter 17: Volunteers	
Information on Volunteer Strategy	2 pages

For the avoidance of any doubt, all information that is required to be submitted in Templates (i.e. and which shall not be repeated in the body of the relevant Chapter) shall not be calculated with respect to the above page limits.

## 2.3 SUBMISSION OF THE BID BOOK

### 2.3.1 The BMAs must submit:

- (i) an electronic copy of the Bid Book (via USB, CD or DVD) to the exclusion of any hard copies of the Bid Book;
- (ii) three (3) copies of the originally-signed personal confirmations confirming the BMA's compliance with the Good Conduct rules as set out in Schedule H of these Regulations
- (iii) three (3) copies of each Host City Agreement, with original signatures of the Host City Authority and Organising Association; and
- (iv) three (3) copies of each Stadium Agreement, with original signatures of the Stadium Authority and Organising Association.

Note: All agreements and declarations shall be duly executed by authorised representatives of the respective parties and each page of the Agreements shall be initialled or stamped by the respective parties.

### 2.3.2 The following table repeats the information at Clause 2.3.1:

To Be Submitted	Number	Original Signatures
Bid Book (Electronic Copy)	1	1
Personal confirmations as set out in Schedule H	3	All copies
Host City Agreement	3	All copies
Stadium Agreement	3	All copies



### 3. CONTENT OF THE BID BOOK

#### 3.1 CHAPTER 1: HOSTING VISION AND STRATEGY

- 3.1.1 Chapter 1 shall outline on a summary basis the highly individualised proposal of the BMA for the hosting and staging of the Competition, with a strong emphasis on its unique hosting characteristics.
- 3.1.2 Chapter 1 shall provide high-level information on integrated hosting vision and strategy in relation to the Competition as developed by the BMA, the Government and the proposed Host Cities.
- 3.1.3 Chapter 1 shall provide a summary of the broad support and acceptance by the main political parties, stakeholders and organs in each of, and across, the country of the BMA (“Candidate Host Country”).
- 3.1.4 Chapter 1 shall outline a brief summary of the key reasons why the BMA believes it should be selected to host and stage the Competition.

#### 3.2 CHAPTER 2: HOST COUNTRY INFORMATION

- 3.2.1 Chapter 2 shall introduce the Candidate Host Country with an emphasis on its unique strengths and merits. It shall also provide an overview of the Candidate Host Country, including general information on the Candidate Host Country and the proposed Host Cities as well as detailed information on the political system in the Candidate Host Country.
- 3.2.2 Chapter 2 shall set out:

General Information:

- (i) an overview of the Candidate Host Country (e.g. population, languages, map indicating major cities) utilising [Template 1](#);
- (ii) an overview of the potential Host Cities (e.g. number of inhabitants, details of location, altitude, average temperatures) utilising [Template 2](#);
- (iii) a list of the main public holidays in the Candidate Host Country;
- (iv) a brief description of football in the Candidate Host Country (e.g. league match attendance, television coverage, average ticket prices, popularity compared to other sports);
- (v) on the assumption that the Competition will take place over the period of one (1) month in June/July 2023 or January/February 2024, please provide a list of all sporting events, political conferences or other public events of significance (national or international) scheduled to take place in the Candidate Host Country during the period commencing one (1) month before and concluding one (1) month after the proposed dates for the Competition (including the scheduled dates and locations); and
- (vi) an overview on any country specific restrictions or conditions which may apply given the current pandemic.

Political Information:

(i) a brief description of the political situation within the Candidate Host Country:

- (a) the overall territorial structure, including the levels of government and the basic allocation of power amongst the different levels of government;
- (b) the current structure of the Government and the role of political parties;
- (c) the scheduled dates before June/July 2023 or January/February 2024 of future elections local, regional or national level;
- (d) the identity and proposed role of the relevant security authorities (such as police, intelligence services, and armed forces); and
- (e) the nature of the relationship between the government, regional governments (if any), and the government-in-charge within the proposed Host Cities (if any).

3.2.3 Chapter 2 shall incorporate:

- (i) a country overview map (1:25000 scale, oriented north) indicating the major cities, geomorphologic structure, and time zones; and
- (ii) maps for each of the proposed Host Cities (1:25000 scale, oriented north) indicating main transport hubs, proposed Stadiums, Official Training Sites, Airports, main hotels and hospitals.

3.3 CHAPTER 3: STADIUMS

3.3.1 Chapter 3 shall outline all details regarding Stadiums proposed to be utilised by the BMAs.

3.3.2 BMAs are required to submit their confirmation to host the Competition in eight (8) Stadiums and a proposed detail of a maximum of ten (10) existing Stadiums that do not require any major renovation or construction work and is suitable for the Competition. The technical requirements of all proposed Stadiums should accord with those found within the OAA.

3.3.3 Chapter 3 shall set out:

- (i) full and complete details on all proposed Stadiums utilising Template 3;
- (ii) a brief summary of further relevant information on the proposed Stadiums and their current use; and
- (iii) the stage(s) of the Competition for which each of the Stadiums is proposed to be used;

3.3.4 Chapter 3 shall incorporate:

- (i) a Stadium area map for each proposed Stadium (A4 size, orientation north) indicating concentric rings scaled by fifty (50) metres and identifying any adjacent Stadium-owned and other relevant buildings; and
- (ii) a Stadium pitch map for each proposed stadium (A4 size, orientation north) indicating the different functional levels in each proposed Stadium.

#### 3.4 CHAPTER 4: OFFICIAL TRAINING SITES

3.4.1 Chapter 4 shall outline all details regarding Official Training Sites proposed to be utilised by the BMAs.

3.4.2 BMAs are required to submit details regarding a minimum of three (3) Official Training Sites per proposed Stadium and two (2) Official Training Sites in the venue where the Referee Headquarters Hotel is located. All proposed Official Training Sites shall not require any major renovation or construction work to be suitable for the Competition use. The technical requirements of all proposed Official Training Sites should accord with those found within the OAA.

3.4.3 Chapter 4 shall set out:

- (i) full and complete details on all proposed Official Training Sites utilising Templates 4 and 5; and
- (ii) a confirmation by the owners or operators of all proposed Official Training Sites committing to their support on the use of the proposed Official Training Site for the Competition as Official Training Site and a commitment to execute a template Official Training Site Agreement as issued by the AFC following the selection of the Organising Association by the AFC Executive Committee;

#### 3.5 CHAPTER 5: TEAM AND REFEREE FACILITIES

3.5.1 Chapter 5 shall define the provision of Accommodation for the Teams and the Referees. The Team and Referee Facilities, as well as the Official Training Sites used in combination with these facilities shall fulfil the quality standards for the Competition.

3.5.1 Chapter 5 shall set out information on the proposed Team and Referee facilities, consisting of sufficient number of five-star hotels (preferably international chains) in each venue utilising Template 6.

#### 3.6 CHAPTER 6: ACCOMMODATION AND AFC HEADQUARTER HOTELS

3.6.1 Chapter 6 shall outline all details regarding all Accommodation proposed to be utilised by the BMA.

3.6.2 BMAs are required to submit details regarding the AFC Headquarters Hotel, AFC Venue Hotels, Team Hotels, and Referee Headquarters Hotel. The technical requirements of all proposed Accommodation should accord with those found within the OAA.

3.6.3 Chapter 6 shall set out:

- (i) full and complete details on all proposed Accommodation utilising Template 6; and,
- (ii) a high-level accommodation strategy and concept for the hosting and the staging of the Competition;
- (iii) a confirmation of the number of guest rooms and function rooms contracted in 5\* and 4\* within each proposed Host City, which shall be secured based on the calculation on the basis of eight Stadiums;
- (iv) information on the total number of guest rooms and function rooms available in each proposed Host City by classification of hotels and other Accommodation;
- (v) detailed information on the guest rooms and function rooms contracted during the Bidding Process or foreseen to be contracted thereafter;
- (vi) a proposal of two (2) locations for the AFC Headquarters in the Candidate Host Country; and
- (vii) a proposal for one (1) AFC Venue Hotel and AFC VIP Hotel in each Host City.

### 3.7 CHAPTER 7: STRATEGY FOR PREPARATION AND DELIVERY OF COMPETITION IN A SHORT TIMELINE

3.7.1 Chapter 7 shall provide a comprehensive summary of the strategy applied by the BMA to ensure the smooth preparation and hosting of the Competition and delivery of all operation tasks and performance in the Candidate Host Country, considering the extraordinary circumstances and the short timeline for the preparation and delivery of the Competition.

3.7.2 Chapter 7 shall set out:

- (i) all relevant equipment, facilities and infrastructure available in the proposed Stadiums and the proposed Official Training Sites that are operationally used and fully commissioned at the date of the submission of the Bid Book, including any further engineering systems (such as power supply, elevators, safety systems, access to utilities, etc.) that are permanently part of and will be permanently used in the proposed Stadiums and the proposed Official Training Sites;
- (ii) a confirmation that all licences, permits, orders, decisions, concessions and other acts have been or will be granted which are necessary under the applicable laws to fully operate the proposed Stadiums and proposed Official Training Sites for their regular use which may apply or be expanded for the Competition;
- (iii) a confirmation that all service operations in the proposed Stadiums and the proposed Official Training Sites are tested and operational staff are trained and equipped to fully operate the proposed Stadiums and proposed Official Training Sites for their regular use which may apply or be used for the Competition;

- (iv) all relevant information as to what extent any renovation or construction work (if any) is necessary for the use of any proposed Stadiums and any proposed Official Training Sites for the Competition;
- (v) all relevant information as to what extent the BMA considers the sourcing, installation, operation and dismantling of any equipment, facilities and/or infrastructure, as well as any upgrades and/or changes thereto (so called overlay infrastructure) to be necessary for the use of any proposed Stadiums and any proposed Official Training Sites for the Competition in accordance with the LOR; and
- (vi) in relation to which operational or commercial areas, the BMA and/or any third-party operators (e.g. telecommunications or network providers, hotels, etc.) undertake to provide the AFC for the Competition with free and smooth access to equipment items, facilities and/or infrastructure available in the Candidate Host Country.

### 3.8 CHAPTER 8: TRANSPORTATION INFRASTRUCTURE AND GENERAL MOBILITY

3.8.1 Chapter 8 shall outline all main information regarding the public and private transportation infrastructure and plan of the BMA in all proposed Host Cities.

3.8.2 The technical requirements set out in the OAA shall be followed to deliver adequate and efficient public and/or private transport infrastructure.

3.8.3 Chapter 8 shall set out, in relation to each proposed Host City:

- (i) a high-level transportation strategy for the hosting and staging of the Competition;
- (ii) travel distances and times between Host Cities utilising Template 7;
- (iii) travel distances and time within Host Cities (e.g. between Stadia and Official Training Sites, Stadia and Hotels, Official Training Sites and Hotels) utilising Template 8;
- (iv) overall public transport infrastructure (e.g. information on public transportation) within Host Cities utilising Template 9;
- (v) information on Airports located in, or close to, all proposed Host Cities, determination of the aspects that most limit the Airports' capacities, information on renovation, construction and/or capacity enhancement plans, information on all Airports contracted by the BMAs, information on the Government's role and responsibility for enabling the collaboration of the key stakeholders, information on the planned fulfilment of obligations and full details of all Outdoor Media inventory secured by the BMAs at the Airports;
- (vi) airport infrastructure utilising Template 10; and
- (vii) flight connections and journey times utilising Template 11.

3.8.4 Chapter 8 shall incorporate:

- (i) high-level information regarding the customs and immigration laws, policies and procedures of the Candidate Host Country, taking into account the Government Guarantees already provided;
- (ii) a map of the Candidate Host Country indicating the main transport means, structures, airports, motorways, train stations (etc.) proposed to be utilised in connection with the Competitions;
- (iii) a proposal for an overall transport strategy and concept;
- (iv) may make reference to those Host City maps in Chapter 1 (duplication is not necessary).

### 3.9 CHAPTER 9: INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS

3.9.1 Chapter 9 shall outline details regarding the access for the AFC and further stakeholders to the information technology, telecommunications network and infrastructure existing within the Candidate Host Country.

3.9.2 Chapter 9 shall set out, for each proposed Host City and where relevant, each proposed Stadium:

- (i) telecommunication capabilities and infrastructures at each proposed Stadium;
- (ii) relevant legal regulations in relation to the communications network and internet infrastructure; and
- (iii) details of common offerings for services in the business market, including bandwidth and pricing information for telecommunications and internet services.

### 3.10 CHAPTER 10: SAFETY AND SECURITY

3.10.1 Chapter 10 shall outline high-level information regarding the basic safety and security infrastructure available for the Competition within the Candidate Host Country.

3.10.2 Chapter 10 shall describe the security measures typically adopted at domestic football matches and major sporting events, including the identity and role of the relevant security authorities (both state-governed and privately-owned).

3.10.3 Chapter 10 shall incorporate:

- (i) information on the general safety and security situation;
- (ii) information on the basic safety and security structures in the Candidate Host Country;
- (iii) information describing in detail the security measures typically adopted at domestic football matches and major sporting events; and
- (iv) a high-level proposal for an overall safety and security strategy and concept to be developed in close cooperation with the Government and further

competent local, regional or national government enforcement authorities in the Candidate Host Country.

3.11 CHAPTER 11: HEALTH AND MEDICAL SYSTEM

3.11.1 Chapter 11 shall outline details regarding the access for the AFC and further stakeholders to the general health system and, in particular, the medical services with regards to national and international football matches as well as other major sporting events within the Candidate Host Country.

3.11.1 Chapter 11 shall set out:

- (i) an overview of the general health system in the Candidate Host Country;
- (ii) health and vaccination recommendations for foreign visitors including information as to recent major epidemics and current health risks; and
- (iii) an overview of the standard medical services with regard to national and international football matches as well as other major sporting events.

3.12 CHAPTER 12: OFFICIAL FUNCTIONS

3.12.1 Chapter 12 shall outline a proposal by the BMA of the location of the Official Functions to be hosted in conjunction with the Competition.

3.12.2 Chapter 12 shall give regard to the following Official Functions, utilising Template 12:

- (i) Final Draw expected to take place in January 2023 (including Team Seminar, which may be requested by the AFC);
- (ii) Team Workshop;
- (iii) Referee Seminars; and
- (iv) AFC Asian Cup Banquet.

3.13 CHAPTER 13: MEDIA AND COMMUNICATIONS

3.13.1 Chapter 13 shall outline a high level proposal by the BMA of its overall communications strategy and media infrastructure proposals for the Competition in view of the short timeline leading to the Competition.

3.13.2 The technical requirements relating to media infrastructure set out in the Organising Association Agreement shall be followed.

3.13.3 Chapter 13 shall set out:

- (i) a minimum of two (2) proposed locations for the Main Media Centre as a central place for all the accredited media persons to follow the matches across the Candidate Host Country and keep a tab on the news related to the competition which should be equipped with the latest communications technology;
- (ii) the overall strategy for the media facilities as set out in the OAA;
- (iii) a brief description of the communications strategy in view of the short timeline leading to the Competition.

3.14 CHAPTER 14: EVENT PROMOTION

3.14.1 Chapter 14 shall explain event promotion plans of the Candidate Host Country and how they will work to achieve the following key objectives in view of the short timeline leading to the Competition:

- (i) driving awareness of the Competition; and
- (ii) driving ticket sales to attract more spectators;

3.14.2 Chapter 14 shall incorporate:

- (i) the summary proposal for the overall event promotion and communications strategy for the Competition in view of the short timeline leading to the Competition. This will take into account the requirement that the AFC, the Organising Association, and the LOC are consistent with the manner in which they communicate matters;
- (ii) the list of platforms and competitive opportunities for raising awareness of the event and its promotion;
- (iii) details of Outdoor Media inventory intended to be secured for Competition promotion in each of the proposed Host Cities; and
- (iv) outline a proposal by the BMA of its overall communications strategy, media infrastructure proposals and event promotion plans for the Competition in view of the short timeline leading to the Competition.



3.15 CHAPTER 15: MARKETING AND AFC BENEFITS

3.15.1 Chapter 15 shall set out all details of the sports marketing and media rights landscape within the Candidate Host Country and shall provide proposals offering possible direct or indirect financial contributions to the AFC in addition to the fulfilment of the minimum hosting requirements.

3.15.2 Chapter 15 shall set out:

Marketing

- (i) a list of the major corporations which are investing in sponsorship of football and other major sports within the BMA, listing their engagements;
- (ii) the major sports media rights exploitation activities within the BMA;
- (iii) a list of the major media companies which are involved in football;
- (iv) the manner in which the applicable news access legislation is customarily implemented;
- (v) a description of the media and communications landscape; and
- (vi) current practices regarding ambush-marketing and rights protection programmes

AFC Benefits

In view of the unprecedented circumstances around the Bidding Process and the organisation of the Competition, BMAs shall submit a proposal outlining any benefits to the AFC resulting from direct or indirect financial contributions, support and assistance to the AFC. With this respect Chapter 15 shall set out:

- (i) an undertaking from the BMA, or commitment letters issued by third party entities to acquire available sponsorship packages for the Competition and other AFC competitions (including details as to level of cash contribution and/or value-in kind products & services offered (“VIK”));
- (ii) a commitment for a financial contribution towards the AFC’s costs incurred in relation to the organisation of the Competition (e.g. full or partial coverage of the AFC costs, payment of a fixed hosting fee, VIK or further commitments by the BMA or third parties);
- (iii) details of any proactive promotion of the Competition and a confirmation that the AFC is enabled to use the promotion and communication channels established by the BMAs;
- (iv) guaranteed sale of tickets to domestic or international purchasers; and

- (v) a commitment by third parties (e.g. telecommunications or network providers, hotels, etc.) to allow the AFC free access to the existing IT & T infrastructure or further facilities necessary for the operation of the Competition in the BMA territory.

### 3.16 CHAPTER 16: FINANCE AND INSURANCE

3.16.1 Chapter 16 shall set out key details regarding financial and insurance matters relating to the hosting and staging of the Competition by the BMA.

3.16.2 Chapter 16 shall set out:

- (i) fluctuations in the currency exchange rates between the national currency of the Candidate Host Country and, respectively, the US Dollar and Malaysian Ringgit over the past ten (10) years, and a forecast for the exchange rates for each year up to, and including, the end of the Competition;
- (ii) copies of draft insurance policies, as per the technical requirements of the Organising Association Agreement, which may be taken out until the end of the Competition;
- (iii) detailed summaries of existing contracts between the BMA and/or the LOC with any third parties with regard to, or which may affect, any element of the Competition, including all relevant information with regard to the consideration payable, the main obligations of the parties, and the length of such contracts; and,
- (iv) the specifics of the ticketing market in the Candidate Host Country and estimation of the revenues that may be generated from the sale of tickets for the Competition, considering the capacities of the proposed Stadiums by the BMA.

### 3.17 CHAPTER 17: VOLUNTEERS

3.17.1 Chapter 17 shall provide information and the concept on how to deliver the Volunteer Programme for the Competition.

3.17.2 Chapter 17 shall set out information on:

- (i) General concept for the Volunteer Programme and the functions of the Volunteers for the delivery of the Competition in view of the short timeline leading to the Competition, including:
  - (a) processes for Volunteer recruitment;
  - (b) a framework for and the provision of training and induction to the Volunteers; and

- (c) management and operations of the Volunteers during the Competition.

## 4. TEMPLATES

### 4.1 GENERAL GUIDELINES

4.1.1 The following templates should be utilised to input information in support of the relevant content as set out in Clause 3.

4.1.2 Any information that is required to be submitted in Templates should be submitted within the body of the relevant Chapter, as set out in Clause 3, and not as an Annexure or Schedule to the Bid Book.

### 4.2 TEMPLATES

4.2.1 Templates 1 – 12 are set out on the following pages. Soft copies will be provided on request by the AFC General Secretariat.

## TEMPLATE 1: OVERVIEW OF COUNTRY

1.	Name of Country	
2.	Capital of Country	
3.	Population	
4.	Total Surface Area	
5.	Main Cities (and populations)	
6.	System of Political Administration (central/federal)	
7.	If federal, which regions are self-administered and name of capital	
8.	Neighbouring countries	
9.	Official Language(s)	
10.	Geographical zones	
11.	Climate zones and average temperature	

TEMPLATE 2: OVERVIEW OF HOST CITIES

	Name of Host City	Inhabitants	Language(s)	Geographical Location	Altitude	Time Zone
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

TEMPLATE 2: OVERVIEW OF HOST CITIES

	Name of Host City	Avg Temperature June (°C)				Avg Humidity June (%)				Avg Precipitation June (mm)			
		12:00pm	3:00pm	6:00pm	8:00pm	12:00pm	3:00pm	6:00pm	8:00pm	12:00pm	3:00pm	6:00pm	8:00pm
1.													
2.													
3.													
4.													
5.													
6.													
7.													
8.													
9.													
10.													

TEMPLATE 2: OVERVIEW OF HOST CITIES

	Name of Host City	Avg Temperature July (°C)				Avg Humidity July (%)				Avg Precipitation July (mm)			
		12:00pm	3:00pm	6:00pm	8:00pm	12:00pm	3:00pm	6:00pm	8:00pm	12:00pm	3:00pm	6:00pm	8:00pm
1.													
2.													
3.													
4.													
5.													
6.													
7.													
8.													
9.													
10.													



TEMPLATE 3: STADIA

This template should be filled out for each proposed Host City.

		Stadium 1	Stadium 2
1.	Host City		
2.	Stadium Name		
3.	Type of Stadium (multi-purpose or football only)		
4.	Year Built		
	Start and end date of new build		
	Start and end date of renovation		
5.	Capacity		
	Current gross capacity		
	Number of VIP seats		
	Number of media seats		
	Number of obstructed view seats		
	Current net capacity (deduct above from gross capacity)		
	Forecast total capacity (include new / renovated stadia)		
6.	Stadium Owner		
	Name of owner		
	Stadium operator / main user		
	Name of club(s) using		
	Average attendance league match		
	Used for national team matches		
	Website		
7.	Field of Play		
	Dimensions of pitch		
	Type of pitch (artificial, turf etc)		
	Lighting lux power		
8.	Competition Area		
	No. of dressing rooms and average size		
	No. of offices and average size		
9.	Transportation		
	No. of parking spaces inside Stadium (for VIPs, Teams)		
	Distance from Town Centre (km, mins via bus/car/train)		
	Distance from airport (km, mins)		
	Public transportation links		

## TEMPLATE 4: OFFICIAL TRAINING SITES FOR TEAMS

This template should be filled out for each proposed Stadium

		Official Training Site 1	Official Training Site 2	Official Training Site 3
1.	Linked to which Stadium			
2.	Official Training Site Name			
3.	Year Built			
	Start and end date of new build			
	Start and end date of renovation			
4.	Capacity			
5.	Stadium Owner			
	Name of owner / operator			
	Name of club(s) using			
6.	Field of Play			
	Dimensions of pitch			
	Type of pitch (artificial, turf etc)			
	Lighting lux power			
7.	Fences/walls to ensure private training sessions			
8.	Travel between Team Hotel 1 and Official Training Site			
9.	Travel between Team Hotel 2 and Official Training Site			
10.	Travel between AFC Venue Hotel and Official Training Site			

TEMPLATE 5: OFFICIAL TRAINING SITES FOR REFEREES

This template should be filled out for the Venue of the proposed Referee Headquarters Hotel

		Official Training Site 1	Official Training Site 2
1.	Official Training Site Name		
2.	Year Built		
	Start and end date of new build		
	Start and end date of renovation		
3.	Capacity		
4.	Stadium Owner		
	Name of owner / operator		
	Name of club(s) using		
5.	Field of Play		
	Dimensions of pitch		
	Type of pitch (artificial, turf etc)		
	Lighting lux power		
6.	Fences/walls to ensure private training sessions		
7.	Travel between Referee HQ Hotel and Official Training Site		

TEMPLATE 6: ACCOMMODATION AND HEADQUARTERS HOTELS

This part of the template should be filled out for each proposed Accommodation venue.

Proposed Venue: .....

Team Hotels									
	Hotel Name	Star Rating	No. Rooms	Distance to Venue	Distance to Official Training Sites	Distance to Airport	Rack Rate Single Room	Rack Rate Twin Room	Hotel Address and Website
1.									
2.									
3.									
4.									
5.									

AFC Venue Hotels									
	Hotel Name	Star Rating	No. Rooms	Distance to Venue	Distance to Official Training Sites	Distance to Airport	Rack Rate Single Room	Rack Rate Suite	Hotel Address and Website
1.									
2.									
3.									
4.									
5.									

This part of the template shall only be provided once

AFC Headquarters Hotels								
	Hotel Name and City	Star Rating	No. Rooms	Distance to Airport	Office Requirements	Rack Rate Single Room	Rack Rate Suite	Hotel Address and Website
1.								
2.								
3.								

Referee Headquarters Hotels								
	Hotel Name and City	Star Rating	No. Rooms	Distance to Airport	Office Requirements	Rack Rate Single Room	Rack Rate Suite	Hotel Address and Website
1.								
2.								
3.								

TEMPLATE 7: TRAVEL DISTANCES BETWEEN HOST CITIES

Please submit the following information in the marked boxes:

1. Distance by vehicle (in Km)
2. Average vehicle travel time (in hours and minutes)
3. Rail Travel time (in hours and minutes) – if applicable
4. Flight time (in hours and minutes) – if applicable

Example		
Host City 1	1	3
	2	4

If more than five Host Cities are proposed, please add more boxes

	Host City 5		Host City 4		Host City 3		Host City 2	
Host City 1								
Host City 2								
Host City 3								
Host City 4								

TEMPLATE 8: TRAVEL DISTANCES WITHIN HOST CITIES

This template should be filled out for each proposed Stadium.

Stadium and Host City: .....

All distances are in kilometres and travel times are vehicular in minutes.

	AFC Venue Hotel 1		AFC Venue Hotel 2		Team Hotel 1		Team Hotel 2		Team Hotel 3		Train Station		Airport		City Centre		
	Km	Min	Km	Min	Km	Min	Km	Min	Km	Min	Km	Min	Km	Min	Km	Min	
Stadium																	
Official Training Site 1																	
Official Training Site 2																	
Train Station																	
Airport																	
City Centre																	

## TEMPLATE 9: TRANSPORT INFRASTRUCTURE

This template should incorporate the maps for each of the proposed Host Cities also included in Chapter 1.

If more than five Host Cities are proposed, please add more boxes.

	Host City 1	Host City 2	Host City 3	Host City 4	Host City 5
Means of Transport from Stadium to local transport hubs					
Key public transport infrastructure					
Connections with main cities in country (distance in km and travel time for plane, car, train)					



## TEMPLATE 10: AIRPORT INFRASTRUCTURE

This template should be filled out for each Host City (if applicable)

Airport	Airport 1	Airport 2	Airport 3	Airport 4	Airport 5	Airport 6
Name of Airport (and Code)						
International or National						
Proposed Host City and Stadia						
Distance from City Centre						
Car driving time						
Bus driving time						
Rail travelling time						
Annual Passengers						
Handling capacity for 10-hour period (incoming/outgoing)						
Operating Restrictions						
Previous experience handling major sporting events (name event and pax per day)						
Additional terminals or holding areas for large groups						
VIP holding areas						

TEMPLATE 11: FLIGHT CONNECTION TIMES

Please submit journey time in minutes (column 1).

If there are no direct flights, please indicate the transfer city(-ies) in the second row.

If more than 5 Host Cities are proposed, please add more boxes.

	Host City 5		Host City 4		Host City 3		Host City 2					
	Time	Direct	Time	Direct	Time	Direct	Time	Direct				
Host City 1												
Host City 2												
Host City 3												
Host City 4												

TEMPLATE 12: OFFICIAL FUNCTIONS

	City	Location	Proposed Hotels (name, category, no. rooms)	
Final Draw (incl. Team Seminar)			AFC Hotel (incl. AFC offices)	
			MA Hotel(s)	
			Commercial Affiliate Hotel	
Team Workshop			AFC Hotel (incl. AFC offices)	
			MA Hotel(s)	
			Commercial Affiliate Hotel	
Referee Workshop			AFC Hotel (incl. AFC offices)	
			MA Hotel(s)	
			Commercial Affiliate Hotel	
Official Banquet			AFC Hotel (incl. AFC offices)	
			MA Hotel(s)	
			Commercial Affiliate Hotel	

SCHEDULE H:

TEMPLATE PERSONAL CONFIRMATION OF GOOD CONDUCT

Personal Confirmation of Good Conduct

To: Asian Football Confederation

Dear Mr. General Secretary,

In connection with the participation of the \_\_\_\_\_ *[insert name of BMA]* (“BMA”) in the bidding process for the final competition of the AFC Asian Cup 2023™ (“Bidding Process”), the AFC has determined in Section 4 of the Bidding Regulations certain rules of conduct relating to the Bidding Process (“Good Conduct Rules”) applying to the BMA and any of its employees, representatives, consultants, other officials and contractual partners involved in the Bidding Process. The BMA has submitted to the AFC a bid to become appointed as Organising Association for the hosting of the final competition of the AFC Asian Cup 2023™ (“Bid”).

I, the signatory of this confirmation, in my position as \_\_\_\_\_ *[insert the title of the signatory (e.g. President/SG/Chairman/CEO of the Member Association)]* hereby affirm the following:

1. Throughout the Bidding Process, whether acting on my own behalf or on behalf of the BMA (as the case may be), I have personally fully complied with the Good Conduct Rules and have not, by any means, caused, supported or tolerated, any activity by any employee, representative, consultant, other official and contractual partner of the BMA or any other third party in relation to the Bid which (i) constitutes a violation of the Good Conduct Rules; and/or (ii) was conducted with a view to unfairly influencing the outcome of the Bidding Process; and
2. To the best of my knowledge, the BMA as well as any of its employees, representatives, consultants, other officials and contractual partners involved in the Bidding Process have fully complied with the Good Conduct Rules and have not, by any means, caused, supported or tolerated, any activity by any employee, representative, consultant, other official and/or contractual partner involved in the Bidding Process or any other third party in relation to the Bid which (i) constitutes a violation of the Good Conduct Rules; and/or (ii) was conducted with a view to unfairly influencing the outcome of the Bidding Process.

This confirmation is governed by and interpreted in accordance with the substantive laws of Malaysia. Any dispute or difference arising out of or in connection with this confirmation, and/or any subject matters covered therein, shall, to the exclusion of any court or other forum, be referred to and resolved by arbitration in Malaysia in accordance with the Arbitration Rules of the Asian International Arbitration Centre, which rules are deemed to be incorporated by reference in this provision. The language of the proceedings shall be English.

This confirmation is true to the best of my knowledge and belief and I make it knowing that I shall be liable to sanctioning if I have wilfully stated in it, anything which I know to be false, or do not believe to be true.

IN WITNESS WHEREOF, the Signatory hereby executes this affirmation in two (2) originals (i.e. signed and all pages initialled).

Place, Date .....

*[insert name and function of Signatory]*

Name: .....

Function: .....

## SCHEDULE 1:

### ADDITIONAL TERMS APPLICABLE FOR JOINT BIDS ("Additional Terms")

## CONTENTS

1. Introduction
2. Interpretation
3. Bidding Documentation
4. Bid Book
5. Bid Evaluation and Selection of Organising Association
6. Establishment of Domestic Units and Joint LOC
7. Termination and Change of Bid
8. Commercial Guidelines

### ANNEXURE 1: TEMPLATE PERSONAL CONFIRMATION OF GOOD CONDUCT FOR JOINT BIDS

1. Introduction
  - 1.1. These Additional Terms apply to all BMAs that have, as part of the Expression of Interest Form, expressed an interest in co-hosting the Competition together with one (1) other BMA in the form of co-hosting and to submit a Joint Bid (collectively "Co-BMAs").
  - 1.2. These Additional Terms apply in addition to the conditions and requirements for individual bids as set out in the Regulations, which shall fully and unrestrictedly apply also to Joint Bids unless otherwise explicitly stated in the Regulations.
  - 1.3. In connection with Joint Bids, any conditions and requirements set out in the Regulations and these Additional Terms shall only be deemed complied with if both Co-BMAs intending to submit a Joint Bid have fully complied with the respective conditions or requirements in a timely manner.
  - 1.4. In connection with their Joint Bid, the Co-BMAs shall be jointly and severally be liable to the AFC for the full and complete performance by each of the Co-BMAs of any requirements, obligations, waivers, acknowledgements, confirmations, warranties, representations and covenants contained in the Regulations and these Additional Terms.
2. Interpretation
  - 2.1. All general rules of interpretation as set out in the Regulations shall fully and unrestrictedly apply also to these Additional Terms.
  - 2.2. All capitalised terms shall have the meanings as defined in the Definition Section of the Regulations.

2.3. All references to “Clauses” are, unless expressly stated otherwise, references to clauses in these Additional Terms.

2.4. All references to “Annexures” are, unless expressly stated otherwise, references to annexures to these Additional Terms.

### 3. Bidding Documentation

3.1. All template documents listed as Bidding Documentations in Articles 3.2.2 to 3.2.5 and 3.3.1 to 3.3.3 of the Regulations shall be submitted to the AFC individually by each of the Co-BMAs in full compliance with the formal requirements stated in Sections 4 and 5 of the Regulations.

For the avoidance of any doubt, the following documents shall be submitted to the AFC individually by each of the Co-BMAs:

- template Government Guarantees;
- template Government Declaration;
- template Host City Declaration;
- template Form of Legal Opinion;
- template OAA;
- template Host City Agreement;
- template Stadium Agreement; and
- all Letter of Undertakings.

3.2. The OAA pursuant to Article 3.3.1 of the Regulations shall be submitted to the AFC individually by each of the Co-BMAs. In addition, in full compliance with the formal requirements stated in Sections 4 and 5 of the Regulations, the Co-BMAs shall submit the unilaterally executed template OAA Amendment for Co-Hosting Initiatives which will be distributed by the AFC to the BMAs as an annexure to the template OAA as soon as possible in July 2022.

3.3. The Withdrawal Agreement pursuant to Article 3.2.6 of the Regulations shall be submitted to the AFC individually only by such AC2027 BMA. Where both Co-BMAs are also AC2027 BMAs, both Co-BMAs shall individually submit to the AFC the Withdrawal Agreement in full compliance with the requirements stated in Sections 4 and 5 of the Regulations.

3.4. On the same day of the decision by the AFC Executive Committee to select the Organising Association for the Competition, both Co-BMAs shall submit to the AFC a personal confirmation affirming the respective BMA’s compliance with the Good Conduct rules of Section 4 of the Regulations in such form as set out in Annexure 1 of these Additional Terms to be executed by their respective Presidents, Chairmen, CEOs and General Secretaries (as applicable). The submission of personal confirmations pursuant to this Clause 3.4 shall replace the personal confirmation pursuant to Article 17.3 and Schedule H of the Regulations.

### 4. Bid Book

- 4.1. The Co-BMAs shall provide the AFC with one (1) joint Bid Book in compliance with the terms and conditions of the Bid Book Structure and Contents Outline as modified in this Clause 4.
- 4.2. The Bid Book submitted by the Co-BMAs in relation to their Joint Bid shall address the following information in addition to the mandatory content set out in the Bid Book Structure and Contents Outline:
- 4.2.1. Introduction:  
The Co-BMAs shall refer to the Joint Bid by both Co-BMAs and an acknowledgement shall be provided that both Co-BMAs shall remain jointly and severally liable to the AFC for the obligations etc. by the Joint LOC and the Domestic Units
- 4.2.2. Hosting Vision and General Strategy:  
The Co-BMAs shall outline how their individual hosting vision and strategies are integrated in view of their Joint Bid.
- The Co-BMAs shall provide a confirmation of their binding agreement regarding:
- (a) the number of Host Cities proposed to be located in each of the Co-BMA countries; and
  - (b) the proposed venue for the Joint LOC in one (1) of the Co-BMA countries.
- 4.2.3. Host Country Information:  
No additional information required
- 4.2.4. Stadiums:  
The Co-BMAs shall provide a confirmation of their binding agreement regarding:
- (a) the number of Stadiums proposed to be located;
  - (b) the proposed allocation of matches to be hosted; and
  - (c) the proposed venue for the Final Match and the Opening Match in each of the Co-BMA countries.
- 4.2.5. Official Training Sites:  
The Co-BMAs shall provide any information that demonstrates the free movement of people between both countries, focussing in particular on the free movement of people during the pandemic.
- 4.2.6. Team and Referee Facilities:  
The Co-BMAs shall provide a confirmation of their binding agreement regarding:
- (a) the proposed venue for the number of Participating Team facilities proposed to be located in each of the Co-BMA countries; and
  - (b) the proposed venue for the referee facilities in one (1) of the Co-BMA countries.
- 4.2.7. Accommodation and AFC Headquarter Hotels:  
The Co-BMAs shall provide a confirmation of their binding agreement regarding the proposed venue for the headquarters of the Joint LOC and the AFC Headquarters in one (1) of the Co-BMA countries.
- 4.2.8. Strategy for Preparation and Delivery of Competition in Short Timeline:



The Co-BMAs shall provide their strategy to ensure the smooth preparation and hosting of the Competition and delivery of all operational tasks and performance across both Co-BMA countries, considering the short timeline for the preparation and delivery of the Competition and the necessary cross-border transactions and activities.

4.2.9. Transportation Infrastructure and General mobility:

The Co-BMAs shall outline all main details regarding the public and private transportation infrastructure and plan of the Co-BMAs for cross-border transportation and connections.

4.2.10. Information Technology and Telecommunications:

No additional information required.

4.2.11. Safety and Security:

The Co-BMAs shall outline how their individual safety and security plans are integrated in view of their Joint Bid and shall provide a confirmation by the domestic security authorities in both Co-BMA countries to coordinate all security matters and duly cooperate with each other.

4.2.12. Health and Medical System:

No additional information required.

4.2.13. Official Functions:

The Co-BMAs shall provide a confirmation of their binding agreement regarding the proposed venue for the final draw in one (1) of the Co-BMA countries.

4.2.14. Media and Communications:

The Co-BMAs shall set out their proposed locations for the Main Media Centres in each of the Co-BMA countries.

4.2.15. Event Promotion:

No additional information required.

4.2.16. Marketing and AFC Benefits:

The Co-BMAs shall set out their proposed AFC Benefits in each of the Co-BMA countries.

4.2.17. Finance and Insurance:

The Co-BMAs shall provide a confirmation of their binding agreement regarding the budget principles between both Co-BMAs.

4.2.18. Volunteers:

No additional information required.

- 4.3. For the body each Chapters of the Bid Book for which additional information as set out in Clause 4.2 is required to be provided for a Joint Bid, the maximum page limit set out in Article 2.2.5 of Schedule G of the Regulations shall be expanded by two (2) pages.

5. Bid Evaluation and Selection of Organising Association

5.1. In addition to the content of the evaluation report as set out in Article 9.2 of the Regulations, in respect to a Joint Bid, the brief, written evaluation report prepared by the AFC concerning each BMA shall furthermore assess in a fair, impartial and transparent manner:

5.1.1. the merits of each Bid Book with respect to (a) risks and benefits relating to the co-hosting of the Competition in the territories of both Co-BMAs and potential positive or negative impact caused by a co-hosting of the Competition.

6. Establishment of Domestic Units and Joint LOC

6.1. In relation to a Joint Bid and co-hosting initiative, and in particular due to the extraordinary circumstances prevailing, it is of paramount importance for the successful delivery of the Competition that in addition to the “domestic” structures established by each of the Co-BMAs individually, that corporate or alternative structures are also established by both Co-BMAs together, ensuring that the AFC has one (1) main counterpart in relation to the preparation and hosting of the Competition which acts as the central entity for the operational delivery of the Competition across both territories of the Co-BMAs. Based thereon, in case of a Joint Bid the terms and conditions of Clauses 6.2 to 6.6 shall apply and must be carefully adhered to by each of the Co-BMAs.

6.2. In deviation from the requirements set out in Article 13.1 of the Regulations, each of the Co-BMAs shall establish a dedicated business unit in the form of a separate and clearly identifiable internal division within the relevant Co-BMA. Such division shall have a separate department structure as well as separate budget, financial, accounting and reporting systems. Such internal business units shall act as a domestic unit established by each of the Co-BMAs individually to retain full and direct control over all Competition-related activities in the relevant BMA territory (“Domestic Units”).

6.3. In addition to the Domestic Units in both Co-BMA territories, the Co-BMAs shall establish one (1) single LOC (“Joint LOC”) in one (1) of the BMA territories in the form of a separate legal entity established by one (1) or both Co-BMAs for the sole purpose of co-hosting the Competition in the Co-BMA territories. The Joint LOC shall serve as the main counterpart of the AFC and shall act as the central entity for the operational delivery of the Competition across both territories of the Co-BMAs, coordinating all activities and domestic operations conducted by the Domestic Units.

6.4. With respect to the establishment of the Joint LOC, the following terms and conditions shall apply:

6.4.1. The Joint LOC shall be formally founded and established by the Co-BMAs prior to the selection decision of the AFC Executive Committee on 17 October 2022, ensuring an immediate start to the preparatory work which is necessary due to the short timeline leading to the Competition.

- 6.4.2. As part of the Bidding Documentation, the Co-BMAs must submit the following documentation to the AFC by 31 August 2022:
- 6.4.2.1. the proposed draft by-laws of the Joint LOC entity in full compliance with the following requirements:
- (a) the Co-BMAs must be the sole shareholders of the Joint LOC, unless local laws require differently, in which case the Co-BMAs shall have jointly the maximum shareholding/control possible under the applicable local laws. In no case any commercial entities may become shareholders of the Joint LOC;
  - (b) the Co-BMAs must be empowered to appoint the majority of the board members and retain the majority of the votes on the board of the Joint LOC;
  - (c) the Joint LOC may only have one (1) single chairman of the board to be appointed by both Co-BMAs;
  - (d) the Co-BMA must ensure an efficient decision-making process of the Joint LOC and its board;
  - (e) the management/board of the Joint LOC shall retain full and direct control over the decisions and activities of both Domestic Units;
  - (f) the Co-BMAs must ensure that it, at all times, retains the legal ability to adequately influence, direct and control any decisions and activities of the Joint LOC in relation to the co-hosting of the Competition;
- 6.4.2.2. the proposed Chairman of the board of the Joint LOC and a list of proposed key representatives of the Joint LOC, who are proposed to be exclusively responsible for the representation of the Joint LOC; and
- 6.4.2.3. subject to Clause 6.5, a confirmation by the competent governmental authority in the respective country of the Co-BMA where the Joint LOC is proposed to be established that the corporate registration process for the LOC will be concluded before 17 October 2022; and
- 6.4.2.4. an agreement unilaterally executed by each of the Co-BMAs that both Co-BMAs agree and acknowledge that they shall remain jointly and severally liable to the AFC for, and shall guarantee to the AFC, the full and complete performance of the requirements, obligations, waivers, acknowledgments, confirmations, warranties, representations and covenants by the Joint LOC and the Domestic Units in relation to all aspects of the Bidding Process and the co-hosting of the Competition.

6.5. In the event that, based on legal or administrative requirements, or the regular duration of registration procedures for the foundation of a corporate entity, in the country of the Co-BMA selected for the establishment of the Joint LOC, it is not possible to formally found and establish the Joint LOC prior to the selection decision of the AFC Executive Committee, the Co-BMAs shall:

6.5.1. as soon as possible during the Bidding Process notify the AFC in writing about their inability to formally found and establish the Joint LOC in the form of a separate legal entity prior to the selection decision of the AFC Executive Committee. Together with such notification, the Co-BMAs shall provide a legal statement by a local qualified attorney in the country of the relevant Co-BMA confirming the legal or administrative requirements, or the regular duration of registration procedures for the foundation of a corporate entity leading to a failure to meet the deadline set out in Clause 6.4.1;

6.5.2. closely coordinate with the AFC:

6.5.2.1. a corporate or alternative structure to be established by the Co-BMAs as the Joint LOC in one (1) of the Co-BMA countries that best-possibly meets the requirements and serving the objectives as set out in Clauses 6.1, 6.3 and 6.4. Any such structure requires the prior written approval by the AFC, to be given or withheld at the AFC's sole discretion; and

6.5.2.2. any steps necessary and further measures to be taken by either Co-BMA to ensure the immediate commencement of the preparatory work by the Domestic Units and the Joint LOC after the selection decision of the AFC Executive Committee. In this respect, the Co-BMAs shall fully comply with any instructions given by the AFC.

6.5.3. Provide an agreement executed by both the Co-BMAs pursuant to which both the Co-BMAs:

6.5.3.1. undertake and pledge to take all steps (i.e. which are approved or instructed by the AFC) to ensure that the Joint LOC is formally founded and established in the country of the relevant Co-BMA as soon as possible after the selection decision of the AFC Executive Committee;

6.5.3.2. irrevocably agree and acknowledge that:

(a) the Joint LOC intended to be founded and established in the country of one (1) of the Co-BMAs shall serve as the main counterpart of the AFC and shall act as the central entity for the operational delivery of the Competition across both territories of the Co-BMAs, coordinating all activities and domestic operations conducted by the Domestic Units;

(b) the by-laws or internal regulations of the Joint LOC shall be in full compliance with all requirements set out in Clause 6.4.2.1;

- (c) the Co-BMAs shall fully comply with any instructions given by the AFC in relation to the foundation, operational set-up and implementation of the Joint LOC.

6.6. The Co-BMAs agree and acknowledge that in relation to a Joint Bid and a co-hosting initiative, the establishment of a Joint LOC serving as the main counterpart of the AFC and acting as the central entity for the operational delivery of the Competition across both territories of the Co-BMAs, coordinating all activities and domestic operations conducted by the Domestic Units, represents a material obligation under the OAA, and that a failure to fully comply with all related obligations will give the AFC the right to terminate the OAA completely or in part and to withdraw the selection of one (1), or both, Co-BMAs as co-hosts of the Competition.

## 7. Termination and Change of Bid

7.1. In case of a Joint Bid, in addition to the cases listed in Article 16.2 of the Regulations, the AFC shall be entitled to terminate, by written notice and with immediate effect, the involvement of a Co-BMA in, and exclude such Co-BMA from, the Bidding Process also partially with respect to one (1) of the Co-BMAs only, in the event that such Co-BMA fails to comply with any of its obligations under the Regulations or these Additional Terms and does not remedy such failure within two (2) weeks after being notified by the AFC.

In such event, the remaining Co-BMA may declare its intention to continue the Bidding Process with a single Bid and the AFC shall determine as to whether, and by which reasonable deadlines, such remaining Co-BMA shall provide the AFC with any such documents or information, or take any actions, as may be deemed necessary by the AFC to fulfil the requirements under the Regulations.

7.2. A BMA which has expressed its interest to submit a Joint Bid shall be individually entitled, at any time during the Bidding Process up until the submission of the Bid Book, to change its interest in submitting a Joint Bid into a single Bid or to abandon the Bidding Process entirely. Such change or abandonment shall be notified to the AFC and the relevant other Co-BMA in writing.

In the event that the abandoning or remaining Co-BMA declares the intention to continue the Bidding Process with a single Bid, the AFC shall determine as to whether, and by which reasonable deadlines, such Co-BMAs shall provide the AFC with any such documents or information, or take any actions, as may be deemed necessary by the AFC to fulfil the requirements under the Regulations.

## 8. Commercial Guidelines

8.1. The Co-BMAs are entitled to create their own, joint bidding mark to serve as an identifier in respect to the promotion of their Joint Bid to co-host the Competition (“Joint BMA Mark”). The Joint BMA Mark must consist of a composite logo, i.e. the composite nature of the Joint BMA Mark requires the entirety of the Joint BMA Mark (including the official emblems of both Co-BMAs) to be enclosed within a graphic box, incorporating

- 8.1.1. a graphic element reflecting the Co-BMAs' aspirations to co-stage and co-host the Competition and emphasising the national character of the Joint Bid and the year of the Competition;
- 8.1.2. the official emblems of both Co-BMAs;
- 8.1.3. the designation “[Country I] [Country II] Bidding Nations” in English language only.

The Joint BMA Mark shall adhere to the following template design:



- 8.2. Unless otherwise notified in writing by the Co-BMAs, the AFC will publicly refer to the Co-BMAs in English alphabetical order for any purposes related to the Bidding Process, the Joint Bid and the co-hosting of the Competitions. The Co-BMAs shall not be entitled to change the order of the Co-BMAs after such date, unless approved by the AFC in writing.
- 8.3. The Co-BMAs shall not be entitled to create or use a Joint BMA Mark which includes, or consists of, any abbreviation or other designation referring to the fact that the bid is conducted by more than one BMA.
- 6.6. The Co-BMAs may appoint joint sponsors to financially and publicly support their bid to co-host the Competition and grant such sponsors the right of association to the Joint LOC, the Domestic Units and their Joint Bid campaign during the Bidding Process subject to the terms and conditions set out in the Bidding Marketing Guidelines which shall apply accordingly.
- 6.7. The Co-BMAs may jointly and individually create and operate digital platforms, including a website, or dedicated subsite of their regular BMA websites, to promote their Joint Bid and may in so doing use the Joint BMA Mark and the Official Designation subject to the terms and conditions set out in the Bidding Marketing Guidelines which shall apply accordingly.

ANNEXURE 1: TEMPLATE PERSONAL CONFIRMATION OF GOOD CONDUCT FOR JOINT BIDS

Personal Confirmation of Good Conduct  
In case of a Joint Bid

To: Asian Football Confederation

Dear General Secretary,

In connection with the participation of the \_\_\_\_\_ *[insert name of BMA]* (“BMA”) in the bidding process for the final competition of the AFC Asian Cup 2023™ (“Bidding Process”), the AFC has determined in Section 4 of the Bidding Regulations certain rules of conduct relating to the Bidding Process (“Good Conduct Rules”) applying to the BMA and any of its employees, representatives, consultants, other officials and contractual partners involved in the Bidding Process. The BMA has submitted to the AFC a joint bid with another AFC member association (“Joint Bidders”) to be appointed as one of the Organising Associations for the co-hosting of the final competition of the AFC Asian Cup 2023™ in \_\_\_\_\_ *[insert name of the co-hosting countries]* (“Joint Bid”).

I, the signatory of this confirmation, in my position as \_\_\_\_\_ *[insert the title of the signatory (e.g. President/SG/Chairman/CEO of the Member Association)]* hereby affirm the following:

1. Throughout the Bidding Process, whether acting on my own behalf or on behalf of the BMA or the Joint Bidders (as the case may be), I have personally fully complied with the Good Conduct Rules and have not, by any means, caused, supported or tolerated, any activity by any employee, representative, consultant, other official and contractual partner of the BMA, the Joint Bidders or any other third party in relation to the Joint Bid which (i) constitutes a violation of the Good Conduct Rules; and/or (ii) was conducted with a view to unfairly influencing the outcome of the Bidding Process; and
2. To the best of my knowledge, the BMA, the Joint Bidders as well as any of their employees, representatives, consultants, other officials and contractual partners involved in the Bidding Process have fully complied with the Good Conduct Rules and have not, by any means, caused, supported or tolerated, any activity by any employee, representative, consultant, other official and/or contractual partner involved in the Bidding Process or any other third party in relation to the Joint Bid which (i) constitutes a violation of the Good Conduct Rules; and/or (ii) was conducted with a view to unfairly influencing the outcome of the Bidding Process.

This confirmation is governed by and interpreted in accordance with the substantive laws of Malaysia. Any dispute or difference arising out of or in connection with this confirmation, and/or any subject matters covered therein, shall, to the exclusion of any court or other forum, be referred to and resolved by arbitration in Malaysia in accordance with the Arbitration Rules of the Asian International Arbitration Centre, which rules are deemed to be incorporated by reference in this provision. The language of the proceedings shall be English.

This confirmation is true to the best of my knowledge and belief and I make it knowing that I shall be liable to sanctioning if I have wilfully stated in it, anything which I know to be false, or do not believe to be true.

IN WITNESS WHEREOF, the Signatory hereby executes this affirmation in two (2) originals (i.e. signed and all pages initialled).

Place, Date .....

*[insert name and function of Signatory]*

Name: .....

Function: .....



## Schedule K

### Template Withdrawal Agreement

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2022

*[Insert name of Member Association]*

(the “Member Association”)

and

**AFC-  
ASIAN FOOTBALL CONFEDERATION**  
AFC House  
Jalan 1/155B  
Bukit Jalil  
57000 Kuala Lumpur  
Malaysia

(“AFC”)

The Member Association and the AFC hereinafter are collectively referred to as the “Parties”.

#### INTRODUCTION

- A. The AFC owns and stages the AFC Asian Cup every four (4) years. On 12 May 2022, the member association that was previously appointed by the AFC to host and stage the AFC Asian Cup 2023™ (“Competition”) withdrew from hosting the Competition. In view of these exceptional circumstances, a decision was made at the 32<sup>nd</sup> AFC Congress held on 18 May 2022, that Article 73 (2) of the AFC Statutes shall no longer apply to the selection of the host of the AFC Asian Cup 2023™ (in particular, that the AFC Congress shall no longer take the final decision on the host) and that instead a mandate will be granted, to the AFC Administration to define the terms and requirements of an expedited Bidding Process to find a replacement host for the AFC Asian Cup 2023™ and to operate the same (“Mandate”).
- B. On the basis of the Mandate, the AFC Administration has developed dedicated Bidding Regulations (“AC2023 Bidding Regulations”) governing the new bidding process for the Competition (“AC2023 Bidding Process”) pursuant to which, in view of the extraordinary nature of the circumstances and the fact that the bidding process for the AFC Asian Cup 2027 (“AC2027 Bidding Process”) is ongoing in parallel and will most likely not be concluded as at the date of the selection of the host for the Competition, special requirements apply to those Member Associations who that are participating in the AC2023 Bidding Process and the AC2027 Bidding Process.

Based on the AC2023 Bidding Regulations, all AFC member associations participating simultaneously in the AC2023 Bidding Process and the AC2027 Bidding Process shall withdraw their participation in the AC2027 Bidding Process subject to the condition that they are selected by the AFC Executive Committee to host or co-hosting of the Competition.

- C. The Member Association participates in the AC2027 Bidding Process and has, by virtue of the AC2023 Bidding Process also submitted a bid to host the Competition.

IT IS HEREBY AGREED AS FOLLOWS:

1. The Parties hereby mutually agree to terminate, without any further notice being necessary and with immediate effect, the involvement of the Member Association in the AC2027 Bidding Process should the Member Association be selected by the AFC Executive Committee as organising association with the right to host or co-host the Competition.
2. The termination of the involvement of the Member Association in the AC2027 Bidding Process shall be irrevocable and shall have the legal effect of a withdrawal by the Member Association from the AC2027 Bidding Process.
3. The Member Association shall be fully responsible for all of its costs, charges, and expenses of whatever nature in connection with the AC2027 Bidding Process and irrevocably and unconditionally releases, waives and discharges the AFC from any and all past, present and future claims and demands arising from, in relation to and/or in connection with its participation in the AC2027 Bidding Process.
4. The Member Association agrees and acknowledges that:
  - (a) the unilateral execution of this Withdrawal Agreement by the Member Association constitutes an irrevocable offer by the Member Association to terminate its involvement in the AC2027 Bidding Process on the terms and conditions as set out in this Withdrawal Agreement; and
  - (b) its irrevocable offer to the AFC is legally binding and fully valid until one (1) month following the decision on the selection of the host for the Competition by the AFC Executive Committee on 17 October 2022 (i.e. or such other date as advised by the AFC).
5. This Withdrawal Agreement is to be governed by and interpreted in accordance with the Laws of Malaysia. All disputes in connection with this Withdrawal Agreement, including disputes as to its conclusion, binding effect, amendment and termination, are to be promptly settled between the parties by negotiation. If no solution can be reached, such disputes shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of three (3) arbitrators in accordance with the rules of the Asian International Arbitration Centre ("AIAC Rules"). The seat of the arbitration shall be Kuala Lumpur and the language of the proceedings shall be English.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) copies and to take effect as of the date set out on the first page of this Agreement.

*[Insert name of Member Association]*

Signature: ..... \_\_\_\_\_ Signature: .....

Full name: ..... \_\_\_\_\_ Full name: .....

Title: ..... \_\_\_\_\_ Title: \_ .....

Executed before the undersigned witnesses

WITNESSES

Signature: ..... \_\_\_\_\_ Signature: .....

Full name: ..... \_\_\_\_\_ Full name: .....

**AFC- ASIAN FOOTBALL CONFEDERATION**

Signature: ..... \_\_\_\_\_ Signature: .....

Full name: ..... \_\_\_\_\_ Full name: .....

Title: ..... \_\_\_\_\_ Title: \_ .....