

BIDDING REGULATIONS FOR THE AFC ASIAN CUP 2031 AND THE AFC ASIAN CUP 2035



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#### **DEFINITIONS**

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

Accommodation	Any location approved by the AFC which provides accommodation to the AFC Delegation, Official Team Delegations, AFC Commercial Rights Partner, and Commercial Affiliates.
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.
Additional Terms and Conditions for Joint Bids or Additional Terms	The "Additional Terms and Conditions for Joint Bids" defining additional conditions and requirements that apply to the Co-BMAs intending to submit a Joint Bid, as set out under Schedule H and to be read in conjunction with these Regulations.
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 crew, 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 is 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	The Asian Football Confederation.
AFC Commercial Rights Partner	The entity appointed by the AFC for the sale of Commercial Rights, (or any part thereof), and the provision of services in relation thereto.
AFC Committee(s)	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 Host Association and the BMAs.
AFC Website	The official website of the AFC (currently http://www.the-afc.com, including all other domains and official media platforms and channels created and/or owned by the AFC (e.g. Facebook, YouTube, Twitter/X, etc).
Amendment for Co-Hosting Initiatives	The template amendment to the Hosting Agreement concluded between the AFC on the one side and all Co-BMAs on the other side governing the special terms and conditions applying to the co-organisation and co-hosting of the Competition, in such form as provided by the AFC.
Bid Book	The document to be completed by the BMA in compliance with the Bid Book Requirements and to be submitted to the AFC during the Bidding Process, which includes all unilaterally executed (where applicable) 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 Host Association prior to its selection in connection with its bid to host and stage the Competition.
Bid Book Requirements	The document provided by the AFC to the BMAs which sets out the mandatory content, structure and format of the Bid Book which shall be legally binding on the BMAs.
Bidding Documentation	Any agreement, document or other material to be submitted to the AFC by the BMA(s) as part of the Bidding Process, including all template documents sent by the AFC to the BMAs during the Bidding Process.



Bidding Documentation Package	The template documents, forming part of the Bidding Documentation, as provided by the AFC in a tailored version for a specific edition of the Competition, including the Government Guarantees, Government Declaration, Host City Declaration, Form of Legal Opinion, Hosting Agreement, Host City Agreement, Stadium Agreement and Official Training Site Agreement.
Bidding Member Association(s)/BMA(s)	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 Host Association for the Competition.
Bidding Process Timeline	The dates and deadlines that outline the various phases of the Bidding Process as set out in Schedule A.
Broadcast Partner	Any entity, including the Host Broadcaster, which has been, or will be, granted the Media Rights (or any part thereof) to the Competition.
Co-BMA	Any BMA that expresses an interest in co-hosting the Competition together with one (1) or more other BMA(s) and submit a Joint Bid.
Commercial Affiliates	Any entity which has been, or will be, granted 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, Ticketing Rights, Travel and Tour Rights and any other rights of a commercial nature relating to the Competition.
Competition	The final tournament of the relevant edition of the AFC Asian Cup 2031 or the AFC Asian Cup 2035 as applicable, which includes 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, Official Functions as well as all related
Competition Marks	All design marks, slogans, designations, names, logos, insignia, emblems, mascot(s) 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 the Competition, including their fences, perimeters and the aerial space above; the location of Official Functions, press centres, ticket office, IBC, 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	The AFC Website and any other authorised Official Website, mobile application (app), online video channel, data product, photo-sharing account, social media account and/or any further form of digital media developed herewith.
Expression of Interest	A formal expression of interest document submitted to the AFC by a BMA and where applicable, Co-BMA indicating the interest to participate in the Bidding Process for one or both editions of the Competition.
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.
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 the AFC and/or the Host Association officials and its guests not forming part of the Commercial Rights.
Host Association	The Member Association(s) selected by the AFC to organise, host and stage the Competition.
Host Broadcaster	The party 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.



Host Country Legal and Strategic Assessment	<ul> <li>A written, descriptive statement by the competent national government department providing a summary of:         <ul> <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 strategies, plans, procedures and measures foreseen by the government to be implemented or put in place in support of;</li> <li>the hosting of the Competition or the exploitation and/or protection of the Commercial Rights.</li> </ul> </li> </ul>
Hosting Agreement	The hosting agreement concluded between the AFC and the Host Association for the organisation, hosting, and staging of the Competition.
Image Rights	The right to use still and/or moving images and/or representations of participating teams, participating players, other members of the Official Team Delegations, match officials, other officials and/or persons forming part of the Competition.
Inspection Visit(s)	Any 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 Host Association in its organising, hosting and staging of the Competition, which forms Annexure of the Hosting Agreement.
Local Organising Committee (LOC)	The local organising committee established by the Host 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 Hosting Agreement.
Manual	The AFC Competition Operations Manual which sets out the operational responsibilities of the relevant stakeholders in relation to the organising, hosting and staging of Matches and Competitions.
Match	A football match in its entirety (including a replayed and/or deferred football match, extra time and penalties) 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) and any other match official stipulated in the Laws of the Game.
Media Rights	The right and licence to produce, edit and/or 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(s)/ MA(s)	A football association which is a member of the AFC.
Merchandise Rights	The right for the use and exploitation of 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 [year of the Competition] " and/or "AFC Asian Cup (Host Country) [year of the Competition]" 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 event which is officially organised or sanctioned by the AFC in connection with the Competition. For the avoidance of doubt, this expressly includes all Matches and/or events held at Official Training Sites, the opening ceremony, the closing ceremony, any AFC gala dinner, lunch, or banquet, cultural events, official press conferences, official draws, workshops and launch events.
Official Logo	The official logo of the Competition.
Official Team Delegation	The delegation of a participating team which is registered for the Competition as provided for in the Competition regulations.
Official Training Site	Any site designated by the Host Association and approved by the AFC for use by the participating teams throughout the Competition for training purposes.



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 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	<ul> <li>The following undertakings:</li> <li>(i) Letter of Undertaking - Existing Member Association Sponsor(s) as set out in Appendix 2 A &amp; B of Schedule B); and</li> <li>(ii) Letter of Undertaking - BMA Sponsor(s) as set out in Appendix 3 A &amp; B of Schedule B).</li> </ul>
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 association with the Competition, including the right to:  (i) use an Official Designation;  (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;  (iii) receive commercial programme Tickets; and/or  (iv) receive broadcast sponsorship opportunities in connections with broadcasts of a Match or Official Function.
Stadium	Any stadium at which a Match is played. For the avoidance of doubt, this includes:  (i) the entire premises (to the extent that a valid accreditation device or ticket is required in order to gain access) of a stadium facility inside the outer stadium perimeter fence and (on Match days and any day on which any official training takes place within the stadium), the aerial space above such stadium premises;  (ii) parking facilities;  (iii) VIP and hospitality areas (including any hospitality village);  (iv) concession areas;  (v) commercial display areas;  (vi) buildings;  (vii) the field of play;  (viii) the media tribune;  (ix) any broadcast compound;  (x) the stadium media centre;  (xi) the press conference room;  (xii) the mixed zone;  (xiii) any stands; and  (xiv) any areas beneath the stands.

Stadium Agreement	An agreement, to be entered into between the Host 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.
Ticketing Rights	The right to organise and manage all operational measures to provide Match tickets to all spectators of every Match and for Official Functions allowing them to enter the Stadiums and for a Venue, including the right to produce, sell, distribute and deliver Match tickets.
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 a Matches and/or Official Functions.
Venue	The Host City and the immediate surrounding area in which a Stadium is located.

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 where the context requires, the AFC Committees;
- (f) reference to the AFC Commercial Rights Partner or Commercial Affiliates shall include where advised by the AFC, its successors, and permitted assigns;
- (g) all defined terms, unless otherwise stated herein and/or unless the context indicates otherwise, shall bear the same meaning as ascribed in the AFC Statutes and the Manual; and
- (h) references to Articles shall mean the Articles in these Regulations, unless expressly stated otherwise.



#### **SECTION 1: BIDDING REGULATIONS FOR THE COMPETITIONS**

#### 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 process to select the Host Associations to organise, host and stage the AFC Asian Cup 2031 and the AFC Asian Cup 2035.
- 1.2. These Regulations govern the Bidding Process applicable to the appointment of the Host Associations 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.
- 1.3. 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 BMAs.
- 1.4. Any rights and proprietary interests associated with the Bidding Process and/or the Competition that are not granted by these Regulations and/or specific agreements to any third party shall vest in the AFC.
- 1.5. 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. Eligibility

- 2.1. Member Associations shall not be eligible or where applicable, shall cease to be eligible, to be a BMA or Co-BMA if they fail to submit an Expression of Interest for the Competition in accordance with Article 3 and/or if they are at the time of submitting their Expression of Interest or at any time during the Bidding Process:
  - 2.1.1. suspended or expelled from the AFC and/or FIFA in accordance with the relevant provisions of the AFC Statutes and/or FIFA Statutes;
  - 2.1.2. bankrupt, insolvent, declared or enter administration or similar scheme of arrangement;
  - 2.1.3. subject to national laws imposing immigration or travel restrictions on nationals of countries in which other Member Associations are situated;
  - 2.1.4. subject to international or domestic trade controls, sanctions and embargoes which may impact on the organisation, hosting and/or staging of the Competition; and/or
  - 2.1.5. subject to laws, rules or policies which, whether directly or indirectly, may restrict or limit the ability of the AFC, the AFC Commercial Rights Partner(s) and/or any Commercial Affiliate(s) to fully and freely exercise and enforce all of their rights (including all Commercial Rights) at all material times in relation to the Competition.

#### 3. Expression of Interest

- 3.1. The AFC shall send out a circular letter inviting Member Associations to express their interest in hosting the Competition.
- 3.2. Eligible Member Associations that are interested in hosting:
  - (a) the AFC Asian Cup 2031 shall submit an Expression of Interest to the AFC by **28 February 2025**; and/or
  - (b) the AFC Asian Cup 2035 shall submit an Expression of Interest to the AFC by **31 December 2025**.

Eligible BMAs who have submitted an Expression of Interest for the AFC Asian Cup 2031 in accordance with Article 3.2(a) above, may also submit an Expression of Interest for the AFC Asian Cup 2035 in accordance with Article 3.2 (b).

The AFC will not accept any new Expressions of Interest to host the AFC Asian Cup 2031 by eligible Member Associations that have omitted to submit their Expression of Interest to host the AFC Asian Cup 2031 in accordance with Article 3.2 (a).

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- 3.3. Eligible Member Associations may participate in the Bidding Process for the Competition by submitting an individual bid or a Joint Bid. In the case of a Joint Bid, eligible Member Associations that are interested in co-hosting the Competition together with one (1) or more other eligible Member Associations in the form of a co-hosting arrangement shall indicate the same in the Expression of Interest indicating the name of the other eligible Member Association(s) intending to submit the Joint Bid. The Additional Terms and Conditions for Joint Bids shall apply in respect to a Joint Bid.
- 3.4. Eligible Member Associations may not participate in the Bidding Process for the same edition of the Competition with an individual bid and a Joint Bid. Not limiting these principles, upon submission of the Expression of Interest, BMAs may change their individual bid or Joint Bid in accordance with Article 18 or Clause 6.2 of the Additional Terms and Conditions for Joint Bids (as applicable).

#### 4. Bidding Documentation

- 4.1. The AFC shall distribute the following Bidding Documentation to the BMAs in accordance with the Bidding Process Timelines:
  - 4.1.1. these Regulations containing the following:
    - (a) Bidding Marketing Guidelines incorporating the template Letter of Undertaking for Existing Member Association Sponsor(s) and the template Letter of Undertaking for BMA Sponsor(s);
    - (b) Template Personal Confirmation of Good Conduct; and
    - (c) Additional Terms Applicable for Joint Bids.
  - 4.1.2. Bid Book Requirements.
  - 4.1.3. the Bidding Documentation Packages for the Competition.

For the avoidance of doubt in relation to this Article 4.1.3, unless otherwise consented by the AFC in writing, the template documents that were attached as Schedules to the Bidding Regulations for the AFC Asian Cup 2031 shall remain unchanged and be redistributed as part of the Bidding Documentation Package for the AFC Asian Cup 2031 to those BMAs who bid for the AFC Asian Cup 2031. A distinct Bidding Documentation Package for the AFC Asian Cup 2035, containing the relevant template documents for the AFC Asian Cup 2035 Bidding Process will be provided to those BMAs who bid for the AFC Asian Cup 2035.

Eligible BMAs submitting a bid for both editions of the Competition shall be required to submit the completed template agreements and documents of the Bidding Documentation Packages for both editions in accordance with the respective requirements and Bidding Process Timelines.

- 4.2. In addition to the above, BMAs will also be required to provide the following Bidding Documentation to the AFC:
  - 4.2.1. Host Country Legal and Strategic Assessment

There will not be a template Host Country Legal and Strategic Assessment provided to BMAs. BMAs shall be required to draft the same independently as a descriptive statement to include the following:

- (a) all existing applicable laws, regulations and ordinances (whether federal, state and/ or municipal) which may impact (whether positively or negatively) the hosting of the Competition;
- (b) all laws, regulations, ordinances (whether federal, state and/or municipal) which are intended to be enacted to support the hosting of the Competition;
- (c) any information and details on support provided by the government to other sporting initiatives in the past;
- (d) any testimonials or statements of support by members of the government in respect to a BMA's bid to host the Competition; and/or
- (e) any strategies, plans, procedures and measures that the government foresees to implement or put in place in support of the hosting of the Competition in the country of the BMA and any plans to ensure coordination between all levels and forms of government within the host country.

BMAs intending to submit a bid for both editions of the Competition must submit one (1) Host Country Legal and Strategic Assessment for the AFC Asian Cup 2031. Such Host Country Legal and Strategic Assessment shall contain a separate descriptive statement setting out any supplemental or modified considerations in relation to the AFC Asian Cup 2035.

4.2.2. Draft By-Laws or Internal Regulations
BMA's shall be required to draft by-laws or internal regulations in connection with the
establishment of the Local Organising Committee in accordance with the provisions set
out under Article 14.

#### 5. Submission of Bidding Documentation

- 5.1. BMA's will be required to submit the relevant Bidding Documentation to the AFC by the following deadlines:
- 5.2. Bidding Documentation for AFC Asian Cup 2031
  - 5.2.1. By **28 February 2025**:
    - (a) Expression of Interest for the AFC Asian Cup 2031.
  - 5.2.2. By **31 March 2026**:
    - (a) Letter of Undertaking Existing Member Association Sponsor(s);
    - (b) Letter of Undertaking BMA Sponsor(s); and



(c) Confirmation of its intended structure of the LOC (either as a separate legal entity or internal business unit) pursuant to Article 14.1.

Subsequent to the above deadline, in the event a BMA appoints a sponsor, whether in connection with its bid or its ordinary course of business, the BMA shall immediately notify the AFC of such appointment and provide the relevant undertakings above to the AFC within ten (10) days following execution of any sponsorship agreement.

#### 5.2.3. By **30 June 2026**:

- (a) Bid Book;
- (b) duly executed Government Guarantees;
- (c) duly executed Government Declaration;
- (d) duly executed Host City Declaration;
- (e) completed and executed Form of Legal Opinion;
- (f) unilaterally executed Hosting Agreement;
- (g) unilaterally executed Host City Agreements;
- (h) unilaterally executed Stadium Agreements;
- (i) unilaterally executed Official Training Site Agreements;
- (j) Host Country Legal and Strategic Assessment for the Competition; and
- (k) draft by-laws/internal regulations in respect to the establishment of the LOC.
- 5.2.4. On the day of the decision to select the Host Associations for one or both editions of the Competition pursuant to Article 10.5:
  - (a) the personal confirmation of good conduct in such form as set out in Schedule G or Annexure 1 (Schedule H).

#### 5.3. Bidding Documentation for AFC Asian Cup 2035

#### 5.3.1. By **31 December 2025**:

(a) Expression of Interest for the AFC Asian Cup 2035.

#### 5.3.2. By **31 March 2026**:

(a) Letter of Undertaking – Existing Member Association Sponsor(s);

- (b) Letter of Undertaking BMA Sponsor(s); and
- (c) Confirmation of its intended structure of the LOC (either as a separate legal entity or internal business unit) pursuant to Article 14.1.

Subsequent to the above deadline, in the event a BMA appoints a sponsor, whether in connection with its bid or its ordinary course of business, the BMA shall immediately notify the AFC of such appointment and provide the relevant undertakings above to the AFC within ten (10) days following execution of any sponsorship agreement.

#### 5.3.3. By **30 June 2026**:

- (a) Bid Book;
- (b) duly executed Government Guarantees;
- (c) duly executed Government Declaration;
- (d) duly executed Host City Declaration;
- (e) completed and executed Form of Legal Opinion;
- (f) unilaterally executed Hosting Agreement;
- (g) unilaterally executed Host City Agreements;
- (h) unilaterally executed Stadium Agreements;
- (i) unilaterally executed Official Training Site Agreements; and
- (j) Host Country Legal and Strategic Assessment for the Competition; and
- (k) draft by-laws/internal regulations in respect to the establishment of the LOC.
- 5.3.4. On the day of the decision to select the Host Associations for one or both editions of the Competition pursuant to Article 10.5:
  - (a) the personal confirmation of good conduct in such form as set out in Schedule G or Annexure 1 (Schedule H).
- 5.4. All Bidding Documentation that may have been previously submitted by BMAs for the Bidding Process of the AFC Asian Cup 2031 will remain applicable and such BMAs will not be required to re-submit any valid Bidding Documentation that has already been submitted.
- 5.5. BMAs who bid for both editions of the Competition shall only be required to submit one (1) Bid Book and one (1) Host Country Legal and Strategic Assessment focussing on their bid to host and stage the AFC Asian Cup 2031 and setting out any specifics, supplements and/or modifications of their bid for the AFC Asian Cup 2035 in accordance with the terms and conditions of the Bid Book Requirements and Articles 4.2.1 and 6.4.



#### 6. Formal Requirements - Bidding Documentation

- 6.1. Unless otherwise permitted under Article 6.2 and except for Bidding Documentation which is not required to be submitted in the form of a template document, BMAs shall submit to the AFC all Bidding Documentation without any deviation from the template documents or form as provided by the AFC.
- 6.2. In exceptional cases, a deviation from the template documents or form provided by the AFC may be considered by the AFC where such deviation does not jeopardise the AFC's ability to achieve the best possible hosting conditions and support for the Competition or is considered necessary by the AFC to achieve a result fully corresponding to the purpose of such documents and structures.
- 6.3. A BMA shall not impose any conditions, restrictions, caveats and/or other reservations to its bid and all Bidding Documentation and shall not alter and/or revise its bid once submitted, unless where requested by the AFC in writing.
- 6.4. 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 Bid Book Requirements to be issued by the AFC with legally binding effect on the BMAs. By submitting their Bid Book, each BMA acknowledges that all representations, warranties, assurances and commitments by the BMA or any third party as set forth in the Bid Book will have surviving effect also after the selection of the BMA as Host Association pursuant to Article 10.5 and will become legally binding obligations of the Host Association. Not limiting the binding character of any AFC Requirements in connection with the Competition, the contents of the Bid Book must be strictly adhered to unless express written permission is granted by the AFC.
- 6.5. The terms and content of all Bidding Documentation shall remain confidential at all times unless expressly authorised by the AFC.

#### 7. Bidding Workshop and Working Meetings

- 7.1. Subject to confirmation, the AFC may organise a bidding workshop for all BMAs **in the first quarter of 2026**. 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.
- 7.2. 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.
- 7.3. The BMAs may be required by the AFC to provide a preliminary presentation on their bidding proposals during individual break-out sessions.
- 7.4. 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.

7.5. In addition to the bidding workshop, the AFC may organise by means of a video conference or a physical meeting to be held at the AFC headquarters in Kuala Lumpur, Malaysia 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 levels of support by the relevant government authorities in the country of the BMAs relating to, among other matters, the Government Guarantees, the Government Declaration, the Host Country Legal and Strategic Assessment and the Host City Declaration.

#### 8. Amendments to the Bidding Process

- 8.1. The AFC General Secretariat may, at any time during the Bidding Process:
  - 8.1.1. amend any of the provisions, procedures, terms and requirements of, and any related documentation in connection with the Bidding Process;
  - 8.1.2. may suspend or postpone all or certain phases of the Bidding Process; and/or
  - 8.1.3. may abandon the Bidding Process entirely.

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

#### 9. Inspection Visits

- 9.1. 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 BMAs' 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.
- 9.2. The AFC shall provide in advance detailed information to each BMA regarding the requirements and format of any Inspection Visit.

#### 10. Bid Evaluation and Selection of Host Association

- 10.1. The AFC General Secretariat shall evaluate each Bid Book submitted and, to the extent applicable, the results of each Inspection Visit in view of its objective to appoint one (1) or more Host Association(s) (in case of a Joint Bid) which provide the best possible conditions for the hosting of the Competition, in particular to:
  - 10.1.1. 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;
  - 10.1.2. ensure the successful hosting of the Competition in the territory of a BMA or the territories of all BMAs (in the case of a Joint Bid);



- 10.1.3. secure the best possible level of support from the governmental authorities in the country of the BMA or the countries of all BMAs (in the case of a Joint Bid);
- 10.1.4. contribute 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 secure direct and indirect commercial benefits for the AFC; and
- 10.1.5. in the case of a Joint Bid, minimise the risks and fostering potential benefits caused by the necessary operations and transactions between the territories of all BMAs.
  - In connection with the evaluation of each Bid Book, the AFC may request further information on, clarification of, or revisions to, any Bid Book.
- 10.2. Based on its best judgement in relation to each edition of the Competition, the AFC General Secretariat shall prepare a written report evaluating, in a fair, impartial and transparent manner, the bid or Joint Bid submitted by each BMA by assessing, and providing recommendations in relation to:
  - 10.2.1. the BMA's compliance with these Regulations;
  - 10.2.2. the merits of each Bid Book with respect to (a) risks and benefits relating to the hosting of the Competition in the territory of the BMA or the territories of all BMA's (in the case of a Joint Bid); and (b) key infrastructural and revenue/cost components; and
  - 10.2.3. all relevant aspects in relation to the hosting and staging of the Competition, including infrastructural, operational, logistical and other essential consideration required for the Competition.
- 10.3. The evaluation reports shall be submitted by the AFC General Secretariat to the AFC Executive Committee for its consideration.
- 10.4. In consideration of the evaluation reports provided by the AFC General Secretariat, the AFC Executive Committee in relation to each edition of the Competition shall designate up to two (2) bids to be submitted to the AFC Congress for the selection of the Host Association or Host Associations (in the case of a Joint Bid).
- 10.5. From the bids designated by the AFC Executive Committee for the relevant edition of the Competition, the AFC Congress shall select the Host Association or Host Associations (in the case of a Joint Bid) for the AFC Asian Cup 2031 and the AFC Asian Cup 2035 in accordance with the voting procedure set out in the AFC Statutes. Any bid not selected by the AFC Congress shall be considered rejected by the AFC. The AFC Congress shall not select the same Host Association or Host Associations for the AFC Asian Cup 2031 and the AFC Asian Cup 2035.
- 10.6. Unless the AFC Congress rejects all bids designated by the AFC Executive Committee in relation to an edition of the Competition and decides to not select any of the BMAs as Host Association for such edition, following the decision of the AFC Congress, the AFC shall countersign the unilaterally signed Hosting Agreement to formalise the appointment of the BMA or BMAs (in the case of a Joint Bid) as the Host Association.

#### 11. General Principles

- 11.1. The Bidding Process Timeline is subject to change at any time by the AFC General Secretariat without any liability. The opportunity for BMAs to submit their bid does not constitute an offer, nor does it create any legal relationship between the AFC and any BMA.
- 11.2. The AFC may request for any additional information, guarantees, and/or documents necessary to complete the assessment and evaluation of a bid at any time. Such additional information, guarantees, and/or documents may be used at any point in the Bidding Process for evaluation purposes.
- 11.3. The AFC may appoint independent consultants and/or collect additional independent information necessary to complete the assessment and evaluation of a bid at any time. Such opinions and/or such additional independent information may be used at any point in the Bidding Process for evaluation purposes.



#### **SECTION 3: GENERAL MATTERS**

#### 12. Good Faith

- 12.1. 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.
- 12.2. 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.

#### 13. Liability

- 13.1. BMAs are, and remain at all times, fully responsible for all costs, charges, and expenses of whatever nature in connection with their participation in 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.
- 13.2. 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 Host Association.
- 13.3. 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.

#### 14. Establishment of LOC

- 14.1. The preparation and hosting of each edition 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:
  - 14.1.1. either as a separate legal entity established and wholly owned by the BMA for the sole purpose of hosting and staging the Competition; or
  - 14.1.2. 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 with AFC its intended structure of the LOC by **31 March 2026**. Based on such structuring proposal, 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 14.2.1 and 14.3.1 by **30 June 2026**.

#### 14.2. 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:

- 14.2.1. As part of the Bidding Documentation, the BMAs must submit the following documentation to the AFC by **30 June 2026:** 
  - 14.2.1.1. 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;
  - 14.2.1.2. a list of proposed key representatives of the LOC, who are proposed to be exclusively responsible for the representation of the LOC; and
  - 14.2.1.3. 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 as soon as possible upon approval by the AFC of the LOC proposals, but no later than four (4) months following the selection of the Host Association.

#### 14.3. 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:

- 14.3.1. As part of the Bidding Documentation, the BMAs must submit the following documentation to the AFC by **30 June 2026**:
  - 14.3.1.1. 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.
- 14.3.1.2. 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.
- 14.3.1.3. a confirmation by the BMA evidencing the establishment of its internal business unit.
- 14.4. 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).

#### 15. Intellectual Property

- 15.1. 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.
- 15.2. 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.
- 15.3. 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 otherwise expressed by the AFC.

#### 16. Communication

- 16.1. The Bidding Process shall be conducted solely in English.
  - 16.1.1. The AFC shall provide any bidding requirements and all other communication related to the Bidding Process only in English.
  - 16.1.2. BMAs shall submit the Bid Books and all other communications and documents related to the Bidding Process only in English.
  - 16.1.3. If the AFC or a BMA prepares translations of any communication or document in any other language, the English version shall prevail.
- 16.2. Where a BMA or any third party is legally required under 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:

- the fully executed and initialled original version of such communication or document in the official language of the respective country of the BMA;
- 16.2.2. 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
- a legal statement by a local attorney of the highest professional reputation in the country 16.2.3. 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.
- 16.3. 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 fair and transparent Bidding Process, unless at its sole discretion it determines that such matter shall be treated as confidential.
- 16.4. 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.

#### 17. Termination

- The involvement of any BMA in the Bidding Process automatically terminates upon: 17.1.
  - 17.1.1. its suspension or expulsion from the AFC and/or FIFA in accordance with the relevant provisions of the AFC Statutes and/or FIFA Statutes;
  - it being bankrupt, insolvent, declared or entering administration or a similar scheme of 17.1.2. arrangement; and
  - 17.1.3. its voluntary withdrawal from the Bidding Process.
- 17.2. 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:
  - if it decides to abandon the Bidding Process and to commence an entirely new bidding 17.2.1. process;
  - 17.2.2. 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;
  - 17.2.3. if the BMA during the Bidding Process, for any reason set out in Articles 2.1.3 to 2.1.5, ceases to be eligible to host the Competition; and/or



- 17.2.4. 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.
- 17.3. For the purposes of these Regulations, and without limiting any other rights of the AFC, the termination rights set out under:
  - 17.3.1. Articles 17.1.1 and 17.1.2 shall apply in full, meaning the AFC may terminate a BMA's participation in the Bidding Process for both editions, regardless of whether the BMA participates in the Bidding Process for one or both editions of the Competition.
  - 17.3.2. Article 17.1.3 shall apply in relation to the relevant edition of the Competition only.
  - 17.3.3. Article 17.2 shall apply in full, with respect to both editions of the Competition where a BMA participates in both, or in part, with respect to the edition of the Competition for which the BMA has submitted a bid, as applicable.
- 17.4. For the avoidance of doubt, a termination in part by the AFC pursuant to Articles 17.3.2 and 17.3.3 in respect of one edition of the Competition shall not affect the BMA's continued participation in the Bidding Process for the other edition of the Competition, unless the relevant grounds apply to both editions of the Competition.
- 17.5. In accordance with Article 10.5, upon appointment by the AFC of the Host Association(s) for the AFC Asian Cup 2031 the involvement of:
  - 17.5.1. any other BMA in the Bidding Process for the AFC Asian Cup 2031; and
  - 17.5.2. such BMA(s) in the Bidding Process for the AFC Asian Cup 2035,

shall automatically terminate.

#### 18. Change of an Individual Bid

18.1. At any time during the Bidding Process up until the submission of the Bid Book, BMAs that have submitted an Expression of Interest pursuant to Article 3.2 in the form of an individual bid for one or both editions of the Competition, may notify the AFC in writing about their interest in submitting a Joint Bid to co-host the Competition together with one (1) or more other BMAs that have submitted an Expression of Interest in accordance with Articles 3.2 or 3.3. BMAs shall ensure that any change to a bid shall take into account their ability to meet all bidding requirements. In such case:

- 18.1.1. all BMAs intending to submit the relevant Joint Bid shall submit to the AFC an individual written notification in accordance with Article 18.1;
- 18.1.2. by submission of the notification pursuant to Article 18.1.1, the individual bid initially registered by such BMA pursuant to Article 3.2 shall automatically be deemed to be withdrawn by the BMA;
- 18.1.3. the Additional Terms and Conditions for Joint Bids shall apply in respect to the established co-hosting initiative and the submission of the Joint Bid; and
- 18.1.4. the AFC may determine as to whether, and by which reasonable deadlines, such BMA(s) shall provide the AFC with such documents and/or information, and/or take any such measures, as may be deemed necessary by the AFC to fulfil the requirements under this Bidding Process. Failure to submit the necessary updated documentation as per the revised bid type or failure to adhere to the Bidding Process Timeline and/or any revisions thereof will result in the termination of a bid pursuant to Article 17.2.2 or 17.2.4.
- 18.2. At any time during the Bidding Process, BMAs that have submitted their Expression of Interest to participate in the Bidding Process for both editions of the Competition in accordance with Article 3.2 may notify the AFC in writing about their decision to focus on one edition of the Competition only and withdraw from the Bidding Process in relation to the other edition with the effect of a partial termination as set out in Article 17.1.3.
  - BMAs that have submitted their Expression of Interest to host only one edition of the Competition, are not eligible to be a BMA or Co-BMA for the respective other edition of the Competition unless they have submitted their Expression of Interest to host such other edition of the Competition in accordance with Article 3.2.
- 18.3. BMAs may, at any time during the Bidding Process, notify the AFC in writing about their decision to withdraw from the Bidding Process for one or both editions of the Competition with the effect set out in Article 17.1.3.



#### **SECTION 4: GOOD CONDUCT**

#### 19. Underlying Principles

- 19.1. The AFC is committed to ensuring a fair and transparent Bidding Process with no undue influence in the appointment of the host countries of each edition of the Competition and complying with the highest standards of ethical behaviour.
- 19.2. The AFC Code of Conduct and AFC Disciplinary and Ethics Code applies to all officials, such as the members of the AFC Executive Committee, the delegates of the AFC Congress, the members of the AFC General Secretariat as well as the representatives of all Member Associations of FIFA. In connection with the Bidding Process the detailed rules of "Good Conduct" set out in this Section 4 governing any activities of the representatives of the BMAs specify the general rules contained in the AFC Code of Conduct and AFC Disciplinary and Ethics Code. In particular, all persons bound by the AFC Disciplinary and Ethics Code shall support the AFC to ensure a fair and transparent Bidding Process with no undue influence on the designation of bids by the AFC Executive Committee and/or the selection of the Host Association(s) by the AFC Congress.
- 19.3. 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 ensure that all its employees, representatives, consultants, other officials and contractual partners involved in the Bidding Process comply with the same basic ethical principles.
- 19.4. On the same day of the decision to select the Host Association for the Competition pursuant to Articles 10.5, the BMA shall submit to the AFC the duly executed Personal Confirmation of Good Conduct form as set out in Schedule G of these Regulations confirming the BMAs' compliance with the Good Conduct rules set out under this Section 4.

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

- 20.1. The AFC shall ensure that all BMAs are treated in a fair, transparent, and equal manner throughout the Bidding Process.
- 20.2. 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:
  - 20.2.1. make any comparison between its bid and that of any other BMA;
  - 20.2.2. make any written or oral comment which illustrates another BMA or its bid in a negative manner; and/or
  - 20.2.3. enter into any arrangement relating to the Bidding Process with any BMA which would be prejudicial to the interests of any other BMA.

#### 21. Financial Moderation

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

#### 22. Gifts

- 22.1. With the sole exception of gifts of a nominal value as set out in Article 22.2, 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:
  - 22.1.1. any monetary gifts;
  - 22.1.2. 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
  - 22.1.3. any benefit, opportunity, promise, remuneration or service, to any such individuals in connection with the Bidding Process.
- 22.2. 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.
- 22.3. The offering, providing, or conferring of any gift or benefit may be recorded in the written evaluation report provided to the AFC Executive Committee and the delegates of the AFC Congress.
- 22.4. Articles 22.1 and 22.2 shall also apply accordingly to all Member Associations, whether or not they are BMAs, all members of the AFC Executive Committee and all delegates of the AFC Congress in connection with the Bidding Process to the extent that they are all prohibited from accepting any offering, making, or conferring of any gift or benefit (whether direct or indirect) in connection with the Bidding Process.

#### 23. Visits

23.1. BMAs shall not invite any representative of the AFC or a member of the AFC Executive Committee and/ or a delegate of the AFC Congress 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 an official or friendly match between representative teams of the involved Member Associations.



23.2. If a representative of the AFC, a member of the AFC Executive Committee or a delegate of the AFC Congress 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.

#### 24. Income and Accounts

- 24.1. 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.
- 24.2. 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.

#### 25. Confidentiality

- 25.1. BMAs shall treat all aspects of the Bidding Process as confidential.
- 25.2. 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**

#### 26. Bidding Rights

- 26.1. The AFC owns all rights, title and interest to the Competition including all rights relating to the Bidding Process.
- 26.2. 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 B** ("Bidding Rights").
- 26.3. 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.
- 26.4. 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 Competition, 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, including any Official Function. 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, including any Official Function.



#### **SECTION 6: ADMINISTRATION**

#### 27. Disciplinary Measures

- 27.1. 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 all relevant AFC regulations, circulars or directives.
- 27.2. 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.

#### 28. AFC Decisions

- 28.1. 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:
  - 28.1.1. any request for further information on, clarification of, or revisions to, any bid or Bid Book;
  - 28.1.2. 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;
  - 28.1.3. all administrative decisions taken by the AFC in connection with the Bidding Process, including any amendment to or abandonment of the Bidding Process, the decision on the ineligibility of a Member Association to participate in the Bidding Process, the termination of the involvement of a BMA in, and its exclusion from, the Bidding Process;
  - 28.1.4. the evaluation of all submitted bids and Bid Books;
  - 28.1.5. the designation or non-designation of any bids for their submission to the AFC Congress;
  - 28.1.6. acceptance and the rejection of any bids and Bid Books; and/or
  - 28.1.7. the rejection of all bids and Bid Books and the commencement of an entirely new Bidding Process.
- 28.2. All BMAs shall accept any decision taken by the AFC in connection with the Bidding Process as set out in Article 28.1 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 for 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 decision, information or communication made in relation thereto.

#### 29. Amendments

29.1. 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.

#### 30. Matters Not Provided For

30.1. 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.

#### 31. Closing Provisions

- 31.1. The AFC General Secretariat is entrusted with the operational management of the Bidding Process and is therefore entitled to make decisions and adopt the detailed provisions necessary for implementing these Regulations.
- 31.2. All schedules and appendices form an integral part of these Regulations.

#### 32. Enforcement

32.1. These regulations were amended by the AFC Executive Committee on **26 August 2025** and such amendments came into force immediately. The relevant amendments are highlighted in these Regulations.

For the AFC Executive Committee

Shaikh Salman bin Ebrahim Al Khalifa President **Datuk Seri Windsor John** General Secretary

## SCHEDULE A: BIDDING PROCESS TIMELINE



#### **SCHEDULE A: BIDDING PROCESS TIMELINE**

Timeline(s)*	Matter
December 2024 – March 2025	The AFC to issue the following host invitation documents for the AFC Asian Cup 2031 to MAs:  (i) Invitation to Bid to Host Letter;  (ii) Expression of Interest form; and  (iii) General Information – AFC Asian Cup 2031 & Hosting.
	The AFC to publish the Bidding Regulations for the AFC Asian Cup 2031.
By 28 February 2025	Eligible MAs that are interested to bid to host the AFC Asian Cup 2031 to submit the following documents to the AFC:  (i) duly completed and executed Expression of Interest for the AFC Asian Cup 2031
	The AFC to publish revised Bidding Regulations for the AFC Asian Cup 2031 and the AFC Asian Cup 2035.
August 2025	The AFC to issue the following host invitation documents for the AFC Asian Cup 2035 to MAs:  (i) Invitation to Bid to Host Letter;  (ii) Expression of Interest form; and  (iii) General Information – AFC Asian Cup 2035 & Hosting.  The AFC to also provide the Bidding Documentation Package to the MAs.
By 31 December 2025	Eligible MAs that are interested to bid to host the AFC Asian Cup 2035 to submit the following documents to the AFC:  (i) duly completed and executed Expression of Interest for the AFC Asian Cup 2035
In relation to both edition	ons of the Competition:
January 2026	The AFC to provide additional bidding documentation to BMAs for both editions of the Competition (e.g. Bid Book requirements, Bidding Documentation Package, etc.).
1st Quarter 2026	Bidding Workshop
By 31 March 2026	BMAs to submit the following documents to the AFC:  (i) Letter of Undertaking – Existing Member Association Sponsor(s);  (ii) Letter of Undertaking – BMA Sponsor(s) [where applicable]; and  (iii) Confirmation of its intended structure of the LOC (either as a separate legal entity or internal business unit).



By 30 June 2026	BMAs to submit the following documents to the AFC for both editions of the Competition (if applicable): (i) Bid Book; (ii) Host Country Legal and Strategic Assessment; and (iii) draft by-laws / internal regulations in respect to the establishment of the LOC.  BMAs to submit the following documents to the AFC to be tailored for the relevant Competition: (i) duly executed Government Guarantees; (ii) duly executed Government Declaration; (iii) duly executed Host City Declaration; (iv) completed and executed Form of Legal Opinion; (v) unilaterally executed Hosting Agreement;	
	<ul><li>(vi) unilaterally executed Host City Agreements;</li><li>(vii) unilaterally executed Stadium Agreements; and</li><li>(viii) unilaterally executed Official Training Site Agreements.</li></ul>	
July – December 2026	Potential Inspection Visit(s) by the AFC to BMAs (where deemed necessary).	
2027	Host selection decision. On the day of the host selection decision, BMAs to submit the following document to the AFC: (i) duly executed Personal Confirmation of Good Conduct form.	

<u>Note:</u> The AFC General Secretariat reserves the right to amend the Bidding Process Timelines at any time and shall notify the BMAs of any changes to the abovementioned date(s) or matter(s).

# SCHEDULE B: BIDDING MARKETING GUIDELINES

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#### **SCHEDULE B: BIDDING MARKETING GUIDELINES**

#### 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 one or both editions of the Competition ("BMA Mark").
- 2.2. Any BMA Mark(s) created shall be used solely for the promotion of each BMAs bid to host and stage the Competition, in accordance with the BMA Mark Terms of Use set out in **Appendix 1 to this Schedule B**, 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 for the relevant edition of the Competition as set out in: Appendix 3 A & B to this Schedule B.
  - 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 a Host 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.

#### 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 BMAs 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.

#### 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 BMAs 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 BMA 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 BMAs 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 or territory of the BMA.
- 2.2. BMAs shall adhere to the following design templates when designing their respective BMA 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 BMA 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 BMA 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 B**.

## APPENDIX 2 A: LETTER OF UNDERTAKING - EXISTING MEMBER ASSOCIATION SPONSOR(S) FOR THE AFC ASIAN CUP 2031

[To be provided on Existing MA Sponsor's letterhead]

To: Asian Football Confederation

Dear Sirs,

We, the undersigned, give an undertaking to the following effect in relation to the Bidding Process of the AFC Asian Cup 2031 ("Bidding Process"):

#### 1 Non-infringement Covenant

- [Sponsor Name] (the "Sponsor") covenants to the Asian Football Confederation (the "AFC") that neither it, nor any Sponsor group company or any affiliated company operating (whether by way of license or otherwise) under a Sponsor corporate name (a "Sponsor Affiliate"), shall use, as a trademark, any name or mark:
  - (i) identifying with the AFC and/or the AFC Asian Cup 2031; or
  - (ii) associating the Sponsor and/or any Sponsor Affiliate, and/or any product, service or brand of the Sponsor and/or any Sponsor Affiliate product or brand with the AFC and/or the AFC Asian Cup 2031.
- 1.2 The Sponsor covenants to the AFC that neither it, nor any Sponsor Affiliate, shall use any legal names or trademarks owned or used by the AFC, including, without limitation, the official name(s), popular names, emblem(s) or trophies of the AFC Asian Cup 2031, or any term confusingly similar to, or abbreviations or derivations (in any language) of, such trademarks, names, emblems or trophies. In particular, the Sponsor agrees to refrain, and to ensure that all Sponsor Affiliates refrain, from any use, as a trademark, of the name of the host country or city or venue hosting an AFC Asian Cup 2031 match and the year 2031.
- 1.3 The Sponsor covenants to the AFC that it shall not, and shall ensure that Sponsor Affiliates shall not, adopt, create, or use:
  - (i) any registered or unregistered trademarks owned or used by the AFC, including any emblem, any AFC competition trophy or the official name(s) of the AFC or the AFC Asian Cup (in any language); or
  - (ii) any term which is confusingly similar to, is a colourable imitation of, or is a derivation of, or which unfairly competes with, such trademarks.

In particular, the Sponsor undertakes to refrain from the development, use or registration of, any name, logo, trademark, indicia, brand name, symbol, service mark or other mark (whether registered or unregistered) or designation which may be inferred by the public as identifying with the AFC or the AFC Asian Cup 2031, including the words "Asian Cup" or any other term used in any language to identify the AFC Asian Cup, or the development, use or registration of any dates in connection with the name of the host country, venue or host city of the AFC Asian Cup 2031, or any similar indicia or derivation of such terms or dates in any language.

1.4 The Sponsor covenants that neither it, nor any Sponsor Affiliate, shall, 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 AFC Asian Cup 2031.

- 1.5 The Sponsor covenants to the AFC that neither it, nor any Sponsor Affiliate, shall undertake any promotional activity in relation to the AFC Asian Cup 2031 which could reasonably be regarded as ambush marketing, attempting to associate itself with, or attempting to exploit the goodwill associated with, the AFC Asian Cup 2031, such as, without limitation, by the distribution of Sponsor-branded material for Sponsor guests/ representatives to wear at AFC Asian Cup 2031 competition venues, or the distribution or prominent display of Sponsor-branded materials or signage at or near any such competition venue.
- 1.6 The Sponsor and any Sponsor Affiliate acknowledge that our contractual relationship with, and appointment as a sponsor of, \_\_\_\_\_\_\_ [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 AFC Asian Cup 2031, in particular no option or other preferential right to be appointed in any manner as a commercial partner or service provider.
- 1.7 The Sponsor covenants to the AFC that it shall not use any image or footage taken from any past AFC competition without the prior written approval of the AFC.

#### 2 Good Conduct

- 2.1 The Sponsor and any 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 AFC Asian Cup 2031.
- 2.2 The Sponsor and any 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, any delegates of the AFC Congress or any other officials of the AFC, in particular by offering any kind of benefits for specific behaviour.
- 2.3 The Sponsor and any 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

- 3.1 The term of this undertaking shall commence upon its execution by the undersigned and shall expire one year following the conclusion of the Bidding Process by means of the selection of the host associations of the AFC Asian Cup 2031 by the AFC Congress, regardless of whether the \_\_\_\_\_\_ [name of the BMA] continues its participation in the Bidding Process or is selected by the AFC as host country of the AFC Asian Cup 2031.
- 3.2 The contents of, and any information disclosed pursuant to, this 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.
- 3.3 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 undertaking will not be affected by the nullity or adjustment of any provision in accordance with the preceding sentence, and this undertaking will remain in full force and effect in so far as the primary purpose of this undertaking is not frustrated

3.4 This 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 to 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 Sponsor has executed this undertaking in two copies by its duly authorised representatives.

 [Memb	 per Association Sponsor]		
Ву:		Ву:	
Name	:	Name:	
Title		Title	

## APPENDIX 2 B: LETTER OF UNDERTAKING - EXISTING MEMBER ASSOCIATION SPONSOR(S) FOR THE AFC ASIAN CUP 2035

[To be provided on Existing MA Sponsor's letterhead]

To: Asian Football Confederation

Dear Sirs,

We, the undersigned, give an undertaking to the following effect in relation to the Bidding Process of the AFC Asian Cup 2035 ("Bidding Process"):

#### 1 Non-infringement Covenant

- [Sponsor Name] (the "Sponsor") covenants to the Asian Football Confederation (the "AFC") that neither it, nor any Sponsor group company or any affiliated company operating (whether by way of license or otherwise) under a Sponsor corporate name (a "Sponsor Affiliate"), shall use, as a trademark, any name or mark:
  - (i) identifying with the AFC and/or the AFC Asian Cup 2035; or
  - (ii) associating the Sponsor and/or any Sponsor Affiliate, and/or any product, service or brand of the Sponsor and/or any Sponsor Affiliate product or brand with the AFC and/or the AFC Asian Cup 2035.
- 1.2 The Sponsor covenants to the AFC that neither it, nor any Sponsor Affiliate, shall use any legal names or trademarks owned or used by the AFC, including, without limitation, the official name(s), popular names, emblem(s) or trophies of the AFC Asian Cup 2035, or any term confusingly similar to, or abbreviations or derivations (in any language) of, such trademarks, names, emblems or trophies. In particular, the Sponsor agrees to refrain, and to ensure that all Sponsor Affiliates refrain, from any use, as a trademark, of the name of the host country or city or venue hosting an AFC Asian Cup 2035 match and the year 2035.
- 1.3 The Sponsor covenants to the AFC that it shall not, and shall ensure that Sponsor Affiliates shall not, adopt, create, or use:
  - (i) any registered or unregistered trademarks owned or used by the AFC, including any emblem, any AFC competition trophy or the official name(s) of the AFC or the AFC Asian Cup (in any language); or
  - (ii) any term which is confusingly similar to, is a colourable imitation of, or is a derivation of, or which unfairly competes with, such trademarks.

In particular, the Sponsor undertakes to refrain from the development, use or registration of, any name, logo, trademark, indicia, brand name, symbol, service mark or other mark (whether registered or unregistered) or designation which may be inferred by the public as identifying with the AFC or the AFC Asian Cup 2035, including the words "Asian Cup" or any other term used in any language to identify the AFC Asian Cup, or the development, use or registration of any dates in connection with the name of the host country, venue or host city of the AFC Asian Cup 2035, or any similar indicia or derivation of such terms or dates in any language.

1.4 The Sponsor covenants that neither it, nor any Sponsor Affiliate, shall, 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 AFC Asian Cup 2035.

- 1.5 The Sponsor covenants to the AFC that neither it, nor any Sponsor Affiliate, shall undertake any promotional activity in relation to the AFC Asian Cup 2035 which could reasonably be regarded as ambush marketing, attempting to associate itself with, or attempting to exploit the goodwill associated with, the AFC Asian Cup 2035, such as, without limitation, by the distribution of Sponsor-branded material for Sponsor quests/ representatives to wear at AFC Asian Cup 2035 competition venues, or the distribution or prominent display of Sponsor-branded materials or signage at or near any such competition venue.
- The Sponsor and any Sponsor Affiliate acknowledge that our contractual relationship with, and appointment 1.6 \_ [name of BMA] does not grant and shall not be construed as the as a sponsor of, \_ granting of any kind of rights, whether expressed or implied in relation to the AFC and/or the AFC Asian Cup 2035, in particular no option or other preferential right to be appointed in any manner as a commercial partner or service provider.
- The Sponsor covenants to the AFC that it shall not use any image or footage taken from any past AFC 1.7 competition without the prior written approval of the AFC.

#### 2 **Good Conduct**

- 2.1 The Sponsor and any 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 AFC Asian Cup 2035.
- 2.2 The Sponsor and any 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, any delegates of the AFC Congress or any other officials of the AFC, in particular by offering any kind of benefits for specific behaviour.
- 2.3 The Sponsor and any 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.

#### **Miscellaneous** 3

- 3.1 The term of this undertaking shall commence upon its execution by the undersigned and shall expire one year following the conclusion of the Bidding Process by means of the selection of the host association(s) of the AFC Asian Cup 2035 by the AFC Congress, regardless of whether the the BMAI continues its participation in the Bidding Process or is selected by the AFC as host country of the AFC Asian Cup 2035.
- 3.2 The contents of, and any information disclosed pursuant to, this 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.
- 3.3 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 undertaking will not be affected by the nullity or adjustment of any provision in accordance with the preceding sentence, and this undertaking will remain in full force and effect in so far as the primary purpose of this undertaking is not frustrated

3.4	This 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 to 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.
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IN WITNESS WHEREOF the Sponsor has executed this undertaking in two copies by its duly authorised representatives.

[Membe	er Association Sponsor]		
Ву:		Ву:	
Name:		Name:	
Title:		Title:	

## APPENDIX 3 A: LETTER OF UNDERTAKING - BMA SPONSOR(S) FOR THE AFC ASIAN CUP 2031

[To be provided on BMA Sponsor's letterhead]
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 ("Bidding Process") of the AFC Asian Cup 2031 ("Bidding Rights") as granted to us by the [name of BMA] in relation to its bid to host the AFC Asian Cup 2031 ("Competition").
(1) <u>Bidding Rights</u>
We acknowledge that the AFC owns all rights, title and interest to the 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

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.

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.

#### (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, any delegates of the AFC Congress or any 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 one year following the conclusion of the Bidding Process by means of the selection of the host association(s) of the Competition by the AFC Congress, 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 h	erein.
This Undertaking is entered into on the day of	, 20
Agreed and Accepted By, [BMA Sponsor]	
Name of Authorised Representative: Designation: Date:	
Acknowledged By, [Name of BMA]	Acknowledged By, Asian Football Confederation (AFC)
Name of Authorised Representative: Designation:	Name of Authorised Representative: Designation: Date:

## APPENDIX 3 B: LETTER OF UNDERTAKING - BMA SPONSOR(S) FOR THE AFC ASIAN CUP 2035

[To be provided on BMA Sponsor's letterhead]
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 ("Bidding Process") of the AFC Asian Cup 2035 ("Bidding Rights") as granted to us by the [name of BMA] in relation to its bid to host the AFC Asian Cup 2035 ("Competition").
(1) <u>Bidding Rights</u>
We acknowledge that the AFC owns all rights, title and interest to the 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

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.

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.

#### (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, any delegates of the AFC Congress or any 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 one year following the conclusion of the Bidding Process by means of the selection of the host association(s) of the Competition by the AFC Congress, 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 here	in.
This Undertaking is entered into on the day of	, 20
Agreed and Accepted By, [BMA Sponsor]	
Name of Authorised Representative: Designation: Date:	
Acknowledged By, [Name of BMA]	Acknowledged By, Asian Football Confederation (AFC)
Name of Authorised Representative: Designation:	Name of Authorised Representative: Designation:

# SCHEDULE C: GOVERNMENT GUARANTEES



#### **SCHEDULE C: GOVERNMENT GUARANTEES**

#### **OVERVIEW**

(i) The following Government Guarantees are required for submission as part of the Bidding Process:

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
8	Construction and/or Renovation of Stadiums and Official Training Sites

- (ii) The contents of each template Government Guarantee reflects the required level and scope of government support for the preparation and staging of the Competition.
- (iii) The AFC shall distribute to the BMAs the Government Guarantees in the form of documents, each containing template content and a standard structure, notwithstanding:
  - 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 distinction or separation of the confirmation, undertakings and guarantees contained in the specific part of the respective template Government Guarantees, or elements thereof, into individual and separate confirmation, undertakings and guarantees to be issued by the relevant governmental authorities.

- (v) The AFC may approve such distinction or separation 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 contain any conditions, caveats and/or statements, limiting or modifying in any manner the template content of a Government Guarantee.
- (vi) The AFC shall distribute to the BMAs the template Government Guarantees in a tailored version for the specific edition of the Competition as follows:
  - a) for the AFC Asian Cup 2031 as part of the Bidding Documentation Package for the AFC Asian Cup 2031; and
  - b) for the AFC Asian Cup 2035 as part of the Bidding Documentation Package for the AFC Asian Cup 2035

# SCHEDULE D: GOVERNMENT DECLARATION



#### **SCHEDULE D: GOVERNMENT DECLARATION**

The AFC shall distribute to the BMAs the template Government Declaration in a tailored version for the specific edition of the Competition as follows:

- a) for the AFC Asian Cup 2031 as part of the Bidding Documentation Package for the AFC Asian Cup 2031; and
- b) for the AFC Asian Cup 2035 as part of the Bidding Documentation Package for the AFC Asian Cup 2035

# SCHEDULE E: HOST CITY DECLARATION



#### **SCHEDULE E: HOST CITY DECLARATION**

The AFC shall distribute to the BMAs the template Host City Declaration in a tailored version for the specific edition of the Competition as follows:

- a) for the AFC Asian Cup 2031 as part of the Bidding Documentation Package for the AFC Asian Cup 2031; and
- b) for the AFC Asian Cup 2035 as part of the Bidding Documentation Package for the AFC Asian Cup 2035

# SCHEDULE F: FORM OF LEGAL OPINION



#### **SCHEDULE F: FORM OF LEGAL OPINION**

The AFC shall distribute to the BMAs the template Form of Legal Opinion in a tailored version for the specific edition of the Competition as follows:

- a) for the AFC Asian Cup 2031 as part of the Bidding Documentation Package for the AFC Asian Cup 2031; and
- b) for the AFC Asian Cup 2035 as part of the Bidding Documentation Package for the AFC Asian Cup 2035

# SCHEDULE G: TEMPLATE PERSONAL CONFIRMATION OF GOOD CONDUCT



#### **SCHEDULE G: TEMPLATE PERSONAL CONFIRMATION OF GOOD CONDUCT**

#### **Personal Confirmation of Good Conduct**

[To be	provided on BMA's letterhead]
To: A	ian Football Confederation
Dear	Mr. General Secretary,
proce the A Proce other to be	Iname of BMA] ("BMA") in the bidding ss for the final competition of the AFC Asian Cup 2031 and/or the AFC Asian Cup 2035 ("Bidding Process"), FC has determined in Section 4 of the Bidding Regulations certain rules of conduct relating to the Bidding ss ("Good Conduct Rules") applying to the BMA and any of its employees, representatives, consultants, officials and contractual partners involved in the Bidding Process. The BMA has submitted to the AFC a bid come appointed as Host Association for the hosting of the final competition of the AFC Asian Cup 2031 or FC Asian Cup 2035 ("Bid").
	signatory of this confirmation, in my position as[insert the title of the signatory resident/General Secretary/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.
dispu there in acc	confirmation is governed by and interpreted in accordance with the substantive laws of Malaysia. Any te or difference arising out of or in connection with this confirmation, and/or any subject matters covered in, shall, to the exclusion of any court or other forum, be referred to and resolved by arbitration in Malaysia ordance with the Arbitration Rules of the Asian International Arbitration Centre, which rules are deemed to corporated by reference in this provision. The language of the proceedings shall be English.
	onfirmation is true to the best of my knowledge and belief and I make it knowing that I shall be liable to ioning if I have wilfully stated in it, anything which I know to be false, or do not believe to be true.
IN Wi initia	TNESS WHEREOF, the Signatory hereby executes this affirmation in two (2) originals (i.e. signed and all pages led).
Place	Date
[inser	t name and function of Signatory]
Nam	e:

# SCHEDULE H: ADDITIONAL TERMS APPLICABLE FOR JOINT BIDS ("ADDITIONAL TERMS")

### **CONTENTS**

1	Introduction
2	Interpretation
3	Bidding Documentation
4	Bid Evaluation and Selection of Host Association
	Establishment of Domestic Units and Joint LOC
	Termination and Change of Joint Bid

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

## SCHEDULE H: ADDITIONAL TERMS APPLICABLE FOR JOINT BIDS ("ADDITIONAL TERMS")

#### 1. Introduction

- 1.1. These Additional Terms apply to all BMAs that have expressed an interest in co-hosting one edition of the Competition together with one (1) or more other BMA(s) in the form of 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 the 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 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 terms used in these Additional Terms and identified with a capital first letter shall have the same meaning as ascribed to them in the Regulations unless otherwise specified herein.
- 2.2. All general rules of interpretation as set out in the Regulations shall fully and unrestrictedly apply also to these Additional Terms.
- 2.3. All capitalised terms shall have the meanings as defined in the Definition Section of the Regulations.
- 2.4. All references to "Clauses" are, unless expressly stated otherwise, references to clauses in these Additional Terms.
- 2.5. 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 Article 4.1.1 and referred to in Article 4.1.3 of the Regulations, including all template documents forming part of the Bidding Documentation Packages as distributed by the AFC for the Competition 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 doubt, the following template documents shall be submitted to the AFC individually by each of the Co-BMAs:

#### Template documents for AFC Asian Cup 2031:

- template Government Guarantees;
- template Government Declaration;
- template Host City Declaration;

- template Form of Legal Opinion;
- template Hosting Agreement;
- template Host City Agreement;
- template Stadium Agreement;
- template Official Training Site Agreement; and
- all Letter of Undertakings.

#### Template documents for AFC Asian Cup 2035:

- template Government Guarantees;
- template Government Declaration;
- template Host City Declaration;
- template Form of Legal Opinion;
- template Hosting Agreement;
- template Host City Agreement;
- template Stadium Agreement;
- template Official Training Site Agreement; and
- all Letter of Undertakings.
- 3.2. The Hosting Agreement distributed by the AFC as part of the Bidding Documentation Packages pursuant to Article 4.1.3 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 Amendment for Co-Hosting Initiatives which will be distributed by the AFC to the BMAs as an annexure to the template Hosting Agreement in the first quarter of 2026.
- 3.3. On the same day of the decision to select the Host Associations for the relevant edition of the Competition, the Co-BMAs shall submit to the AFC a personal confirmation affirming the respective BMAs' 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 and/or General Secretaries. The submission of personal confirmations pursuant to this Clause 3.3 shall replace the personal confirmation pursuant to Article 19.4 of the Regulations and Schedule G of the Regulations.

#### 4. Bid Evaluation and Selection of Host Association

- 4.1. In addition to the content of the evaluation report for each edition of the Competition as set out in Article 10.2 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, the merits of each Bid Book with respect to:
  - 4.1.1. risks and benefits relating to the co-hosting of the Competition in the territories of the Co-BMAs; and
  - 4.1.2. potential positive or negative impact caused by a co-hosting of the Competition.

#### 5. Establishment of Domestic LOC and Joint LOC

5.1. In relation to a Joint Bid and co-hosting initiative, 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 the 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 the territories of the Co-BMAs. Based thereon, in case of a Joint Bid the terms and conditions of Clauses 5.2 to 5.6 shall apply and must be carefully adhered to by each of the Co-BMAs.

- 5.2. In deviation from the requirements set out in Article 14.1 of the Regulations, each of the Co-BMAs shall establish a domestic LOC ("Domestic LOC") for the purpose of hosting and staging the Competition in the relevant BMA territory either:
  - 5.2.1. as a separate and clearly identifiable business unit/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 unit 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; or
  - 5.2.2. in another organisational structure as approved by the AFC, provided that such structure ensures that the domestic LOC operates independently from the relevant Host Association's day-to-day business and activities and is capable of effectively performing the hosting and staging of the Competition in accordance with the terms of the Hosting Agreement and the AFC Requirements, such as a separate legal entity.
- 5.3. In addition to the Domestic LOC in the 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 all 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 the territories of the Co-BMAs, coordinating all activities and domestic operations conducted by the Domestic LOCs.
- 5.4. With respect to the establishment of the Domestic LOCs and the Joint LOC, the following terms and conditions shall apply:
  - 5.4.1. As part of the Bidding Documentation, the Co-BMAs must submit the following documentation to the AFC by 30 June 2026:
    - 5.4.1.1. the proposed draft by-laws of each Domestic LOC entity (if not established as a business unit/division of the relevant Co-BMA) and the Joint LOC entity in full compliance with the following requirements:
      - (a) the Co-BMAs must be the sole shareholders of the Domestic LOCs and 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 a Domestic LOC and/or 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 Domestic LOCs (if not established as a business unit/division of the relevant Co-BMA) and the Joint LOC;
      - (c) the Domestic LOCs (if not established as a business unit/division of the relevant Co-BMA) and the Joint LOC may only have one (1) single chairman of the board to be appointed by the Co-BMAs;

- (d) the Co-BMA must ensure an efficient decision-making process of the Domestic LOCs and the Joint LOC and its board;
- the management/board of the Domestic LOCs (if not established as a (e) business unit/division of the relevant Co-BMA) and the Joint LOC shall retain full and direct control over the decisions and activities of the Domestic Units:
- the Co-BMAs must ensure that it, at all times, retains the legal ability to (f) adequately influence, direct and control any decisions and activities of the Domestic LOCs and the Joint LOC in relation to the co-hosting of the Competition;
- the proposed Chairman of the board of the Domestic LOCs (if not established as a 5.4.1.2. business unit/division of the relevant Co-BMA) and Joint LOC and a list of proposed key representatives of the Domestic LOCs and Joint LOC, who are proposed to be exclusively responsible for the representation of the Domestic LOCs and Joint LOC: and
- 5.4.1.3. a confirmation by the competent governmental authority in the respective country of the Co-BMA where the Domestic LOCs (if not established as a business unit/ division of the relevant Co-BMA) and Joint LOC are proposed to be established that the corporate registration process for the LOCs will be concluded as soon as possible upon approval by the AFC of the Co-BMAs proposals, but no later than four (4) months following the selection of the Host Associations; and
- an agreement unilaterally executed by each of the Co-BMAs that the 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 LOCs in relation to all aspects of the Bidding Process and the co-hosting of the Competition.
- 5.5. 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 all territories of the Co-BMAs, coordinating all activities and domestic operations conducted by the Domestic LOCs, represents a material obligation under the Hosting Agreement, and that a failure to fully comply with all related obligations will give the AFC the right to terminate the Hosting Agreement completely or in part and to withdraw the selection of one (1), or all, Co-BMAs as co-hosts of the Competition.

#### Termination and Change of Joint Bid

- 6.1. In case of a Joint Bid, in addition to the provisions of Article 17.2 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 in respect to either editions of the Competition 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 Clauses 6.2.2 shall apply accordingly to the remaining Co-BMA(s).
- A BMA which has expressed its interest to submit a Joint Bid for either edition of the Competition 6.2. pursuant to Articles 3.2 and 3.3 of the Regulations 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 an individual bid or to abandon the Bidding Process entirely with respect to an edition of the Competition. Such change or abandonment in respect to an edition of the Competition shall be notified to the AFC and the relevant other Co-BMA(s) in writing. In any such case:

- 6.2.1. by submission of the notification pursuant to this Clause 6.2, the participation of such BMA in the Joint Bid initially registered with respect to an edition of the Competition pursuant to Articles 3.2 and 3.3 of the Regulations shall automatically be deemed to be withdrawn by the BMA:
- 6.2.2. these Additional Terms shall no longer apply to the BMA abandoning the Joint Bid and the AFC may determine as to whether, and by which reasonable deadlines, such BMA shall provide the AFC with such documents and/or information, and/or take any such measures, as may be deemed necessary by the AFC to fulfil the requirements under the Bidding Process for the Competition;
- 6.2.3. the remaining Co-BMA(s) shall notify the AFC in writing about the intention to continue the Bidding Process with respect to the relevant edition Competition with an individual bid or a Joint Bid (as applicable) or to withdraw from the Bidding Process with respect to the relevant edition of the Competition entirely. In any such case:
  - 6.2.3.1. in the event that no such notification from the remaining Co-BMA(s) is received by the AFC within fourteen (14) days of receipt of the notification by the BMA abandoning the Joint Bid, the involvement of the remaining Co-BMA(s) in the Bidding Process for the Competition shall automatically be deemed terminated with the effect that the remaining Co-BMA(s) are deemed to have withdrawn from the Bidding Process for the Competition;
  - 6.2.3.2. provided the remaining Co-BMA(s) express their intention to continue the Bidding Process for the Competition with one (1) or more individual bid(s) in accordance with Clause 6.2.3.1, these Additional Terms shall no longer apply to such remaining Co-BMA(s) and the AFC may determine as to whether, and by which reasonable deadlines, such remaining Co-BMA(s) shall provide the AFC with such documents and/or information, and/or take any such measures, as may be deemed necessary by the AFC to fulfil the requirements under the Bidding Process for the Competition; or
  - 6.2.3.3. provided the remaining Co-BMAs express their intention to continue the Bidding Process for the Competition with a Joint Bid of the remaining Co-BMAs in accordance with Clause 6.2.3.1, the AFC may determine as to whether, and by which reasonable deadlines, such remaining Co-BMA(s) shall provide the AFC with such documents and/or information, and/or take any such measures, as may be deemed necessary by the AFC to fulfil the requirements under the Bidding Process for the Competition.
- 6.3. In the event that a BMA which submitted an individual bid for the AFC Asian Cup 2031 and a Joint Bid for the AFC Asian Cup 2035 is selected by the AFC Congress as Host Association for the AFC Asian Cup 2031, the remaining Co-BMAs in the Joint Bid registered for the AFC Asian Cup 2035 shall not be entitled to continue the Bidding Process and the Joint Bid shall automatically be deemed to be withdrawn by such Co-BMAs.
- 6.4. Any Co-BMA may, at any time during the Bidding Process, notify the AFC and the relevant other Co-

BMA(s) in writing about its decision to withdraw from the Bidding Process for the Competition with the effect set out in Article 17.1.3. In case of a withdrawal after submission of the Bid Book, the terms and conditions of Clause 6.2.3 shall apply accordingly to the remaining Co-BMA(s).

#### 7. Commercial Guidelines

- 7.1. 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 an edition of 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 all Co-BMAs) to be enclosed within a graphic box, incorporating
  - 7.1.1. 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(s) of the Competition;
  - 7.1.2. the official emblems of the Co-BMAs;
  - 7.1.3. the designation "[Country I] [Country II] Bidding Nations" in English language only.

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



- 7.2. 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. 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 be	provided on BMA's letterhead]
To: As	sian Football Confederation
Dear	General Secretary,
biddi ( <b>"Bid</b> e relati repre BMA appo Cup 2	nnection with the participation of the
I, the (i.e. Pi	signatory of this confirmation, in my position as [insert the title of the signatory resident/General Secretary/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.
dispu there in acc	confirmation is governed by and interpreted in accordance with the substantive laws of Malaysia. Any site or difference arising out of or in connection with this confirmation, and/or any subject matters covered in, shall, to the exclusion of any court or other forum, be referred to and resolved by arbitration in Malaysia cordance with the Arbitration Rules of the Asian International Arbitration Centre, which rules are deemed to corporated by reference in this provision. The language of the proceedings shall be English.
	confirmation is true to the best of my knowledge and belief and I make it knowing that I shall be liable to ioning if I have wilfully stated in it, anything which I know to be false, or do not believe to be true.
INWI	TNESS WHEREOF, the Signatory hereby executes this affirmation in two (2) originals (i.e. signed and all pages initialled).
Place	, Date
[inser	t name and function of Signatory]
Name	e: Function:





#### **Asian Football Confederation**

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