



AMERICA'S CUP EVENT AUTHORITY
AMERICASCUP.COM

Request for Proposal Crown and Anchor Concessionaire 35th America's Cup, Bermuda 2017

1. Invitation

The America's Cup Event Authority ("ACEA") has issued this Request for Proposal ("RFP") to provide the services described below.

2. Background

The America's Cup is the oldest trophy in international sport and the pre-eminent international sailing competition. Initially a one-on-one competition between teams representing the nations of their respective yacht clubs, the America's Cup has evolved into a multi-team competition featuring the best sailors in the world on the world's fastest and most innovative boats – wing-sailed and foiling AC45F and AC Class catamarans.

The 35th America's Cup started in 2015 with the Louis Vuitton America's Cup World Series, comprising nine events raced at different venues around the world through 2015 and 2016. This feeds into the main events in 2017, which will narrow the field to just two: the top challenger and the defender, ORACLE TEAM USA, who will then face each other in the 35th America's Cup Match, presented by Louis Vuitton in Bermuda in June of 2017.

The events will be sailing races with accompanying live entertainment, an interactive sponsor, spectator and fan experience zone called the America's Cup Village, comprehensive hospitality and guest experience offerings (both on-land and on-water) and a world class global television broadcast.

The events will take place at the America's Cup Village at Royal Naval Dockyard in Bermuda from May 26, 2017 to June 28, 2017.

3. Objective

ACEA is seeking a concessionaire to manage the Crown and Anchor operation in the America's Cup Village, including the recruitment of appropriate Crown and Anchor table operators approved by ACEA.

The America's Cup Village will have a high-end look and feel to reflect the status of the America's Cup as a world class sporting event and we expect the same high standards from the Crown and Anchor table operators.

4. Scope of Services

The scope of services includes, but is not limited to, the following:

- Managing the organisation of Crown and Anchor at the America's Cup Village on dates designated by ACEA, the current indicative schedule of which is as follows (all dates inclusive):
 - May 27- 28, 2017;
 - May 31, 2017;
 - June 3-4, 2017;
 - June 10-11, 2017;
 - June 17-18, 2017; and
 - June 24-25, 2017.
- Providing a team of support staff to monitor and assist each Crown & Anchor table;
- Recruiting and vetting Crown & Anchor table operators, who will be responsible for bringing their own equipment to run and operate their tables (as well as the exchange of money at their tables).

5. Your Response

Please include in your Response:

- Full name and contact details;
- Details of previous experience managing Crown and Anchor events (including event dates); and
- Proposed method of recruiting and vetting Crown and Anchor table operators for the America's Cup Village.

Deadline for Responses: Thursday 20th April 2017

Please submit your Response by email to:

Sophie Ware
Commercial Engagement Manager
America's Cup Event Authority
sophie.ware@americascup.com

For additional information or queries in relation to this RFP please contact Sophie Ware at the email address provided above.

LEGAL TERMS

In responding to this RFP, each Respondent accepts and agrees to be bound by and to comply with the terms of this RFP generally, including (without limitation) the terms and conditions set out below (which apply in each case equally to all Respondents).

Unless otherwise defined herein, capitalised words contained in this RFP have the meanings given to them below.

"35th America's Cup"	Means the Louis Vuitton America's Cup World Series, the Louis Vuitton America's Cup Qualifiers, the Louis Vuitton America's Cup Challenger Playoffs and the 35th America's Cup Match presented by Louis Vuitton, as well as any other events announced by ACEA as part of the 35th America's Cup.
"Confidential Information"	Means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of ACEA and its group companies, including all information contained in or relating to this RFP, and any other information clearly designated as being confidential to ACEA (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential.
"Respondent"	Means any party that is considering whether or not to respond or which responds to this RFP.
"Response"	Means all documents and information submitted or presented by a Respondent supporting its bid to provide the Services to ACEA.
"Services"	Means those services and deliverables referenced in this RFP.
"Teams"	Means those yacht clubs and their representative sailing teams that participate in the whole or part of the 35th America's Cup from time to time.

1. ACEA reserves the right, at any time and in its absolute discretion, to accept or reject Responses (or to permit any Respondent to resubmit its Response in the event that such Response fails to meet any or all of the desired criteria or requirements), to pursue negotiations with any number of Respondents, to withdraw from negotiations with any Respondent at any time and to suspend, discontinue, modify, amend and/or terminate this RFP and/or the RFP process at any time. Respondents acknowledge that ACEA may decide to organise the Services on its own or without appointing any third party, or through a third party not selected pursuant to this RFP.

2. Nothing in this RFP or in any communication made by ACEA or its officers, employees, representatives, agents and/or advisers in relation to this RFP shall constitute an offer of a contract or a binding contract between ACEA and any Respondent.

3. ACEA has taken reasonable care to ensure that this RFP is accurate in all material respects. This RFP is provided by way of broad overview explanation of the Services required by ACEA and ACEA nor any of its officers, employees, representatives, agents and/or advisers makes any representation or warranty or accepts any responsibility for the accuracy or completeness of the information contained in this RFP or in any subsequent correspondence by ACEA in relation to this RFP, nor shall they be liable for any loss or damage suffered by any Respondent or any other third party in reliance on this RFP or any subsequent communication with ACEA in

relation to this RFP.

4. Without prejudice to paragraph 3 above, this RFP does not contain any representation upon which any Respondent or other recipient may be entitled to rely at any point in time in order to bring any claim, action or proceedings against ACEA and/or its associated entities and/or any of their respective officers, employees, representatives, agents and/or advisers (whether for misrepresentation or otherwise). This RFP is incapable of creating any liability for ACEA and/or its associated entities and each Respondent hereby irrevocably and unconditionally waives any and all rights it may have, now or at any time in the future, to bring any claim in any court of competent jurisdiction in relation to the appointment or manner of appointment of any Respondent, the selection procedure or otherwise in relation to this RFP process.

5. Each Respondent represents, warrants and undertakes to ACEA that any and all information contained in its Response and/or submitted in connection with its Response, and any and all representations made by or on its behalf to ACEA, during the course of the RFP process shall not be false, inaccurate or misleading in any respect. ACEA is and shall be fully able to rely on the accuracy and authenticity of any and all information contained in any Response and/or submitted in connection with any Response in assessing any Respondent's ability to perform and deliver the Services.

6. Each Respondent agrees to keep confidential at all times, whether during or after the RFP process, all Confidential Information and to take all necessary steps to preserve the strict confidentiality of such Confidential Information, including (without limitation) by disclosing relevant material to its officers, employees, representative, agents and/or advisers only on a strictly "need to know" basis and only for the purpose of this RFP process.

7. No Respondent is entitled to make any announcement relating directly or indirectly to this RFP or its Response.

8. Each Respondent is responsible for any and all costs, expenses and liabilities incurred (directly or indirectly) by or on its behalf in the preparation and submission of its Response and/or any negotiations with ACEA following receipt by ACEA of its Response. Under no circumstances will ACEA and/or its associated entities and/or any of their respective officers, employees, representatives, agents or advisers be responsible for any costs of any Respondent associated in any way with this RFP process.

9. Each Respondent acknowledges that any and all intellectual property rights of the 35th America's Cup and/or of ACEA (including, without limitation, to the name, marks, logos and trophies for the 35th America's Cup) remain, as between the Respondent and ACEA, the exclusive property of ACEA. Furthermore, any materials provided by ACEA to any Respondent shall belong exclusively to ACEA. No Respondent shall claim ownership over any rights including (without limitation) intellectual property rights, in relation to the ideas, concepts, material or any other rights contained in this RFP.

10. In consideration of ACEA receiving and reviewing its Response, each Respondent confirms and warrants that it has read, understood and accepted the terms and conditions set out in this RFP, which take precedence over any provisions contained in any other communications between the Respondent and ACEA.

11. No terms seeking to restrict in any way the discretion of ACEA in considering a Respondent for provision of the whole or any part of the Services will be accepted.

12. This RFP and all related documentation shall be governed by and interpreted in accordance with laws of Bermuda and any dispute arising from or in relation to the same shall be subject to the exclusive jurisdiction of the Bermuda courts.