

TERMS AND CONDITIONS OF SELECTION PROCESS

Introduction

1. This Selection Process is being administered jointly by World Rugby and the Rugby Football Union through Rugby World Cup (England 2025) Limited ("RWCL").
2. The following terms and conditions govern the bidding, evaluation and award process relating to this Selection Process (the "Terms").
3. In consideration of your participation in the Selection Process and the submission of Questionnaire responses / other information, Host Cities/Venues ("Bidders") unconditionally and irrevocably agree to comply with these Terms and the provisions and procedures included in this Selection process. If Bidders do not wish to be bound by these Terms, they may decide not to enter the Selection Process.
4. This Selection Process is governed by and interpreted in accordance with English law and any disputes will be subject to the exclusive jurisdiction of the English courts.
5. RWCL reserves the right to change any aspect of, or cease, the Selection Process at any time.

Information Provided by RWCL

6. Whilst RWCL has taken all reasonable steps to ensure that the facts contained in this Selection Process and related information are true and accurate in all material respect, RWCL does not make any representation or warranty as to, or accept any liability for, the accuracy, completeness or reasonableness of such information. RWCL will not be liable for any claims, loss or damages suffered by a Bidder as a result of reliance on any information contained in this Selection Process or as otherwise provided during the Selection Process. Bidders must rely on their own enquiries.

Costs Borne by Bidder

7. Any and all costs incurred (directly or indirectly) by you or on your behalf in preparing and submitting any response to this Selection Process will be borne solely by you.

Confidential Information and Public Announcements

8. You should note that all information of whatever nature and in whatever format contained within this document and/or any response or clarification (whether oral or written) provided by RWCL during the Selection Process ("the Confidential Information") is and should be kept strictly confidential. Accordingly you agree not to disclose, distribute or reveal any Confidential Information to any person other than those persons who are required to receive and consider the same for the purpose of formulating a submission and/or their professional advisers under these same conditions of confidentiality
9. Confidential Information does not include information that is already in the public domain, other than by a breach of paragraph 8 by a Bidder or any entity associated with the Bidder.
10. Bidders may not at any time make or authorise a public announcement, press release, or other media announcement regarding the Selection Process or any subsequent negotiations, without the prior written consent of RWCL.
11. RWCL may require unsuccessful respondents immediately to return or destroy all documents and other materials and working papers relating to this Selection Process and all copies thereof and to destroy all electronic copies.
12. RWCL may use the information included in a Bidder's response for any reasonable purpose connected with this Selection Process. In particular, once a Bidder has been excluded, RWCL reserves the right to use any ideas contained in that Bidder's response in any ongoing discussions with other Bidders but undertakes not to reveal the identity of the provider of such ideas.
13. RWCL may use or disclose to anyone, for the purposes of evaluating a response, any information about, or provided by, a Bidder.

Intellectual Property

14. By making a submission, you grant RWCL an irrevocable, royalty free, worldwide licence to use all intellectual property rights in that submission for the purpose of developing RWCL's strategy and, in particular, if a Bidder

is excluded from the bidding process, RWCL reserves the right to use any part of your submission in any ongoing discussions with other Bidders, provided always that RWCL will not divulge any financial information from a submission.

15. You may not at any time by virtue of being invited to participate in the Selection Process, create or seek to create any association with RWCL.
16. You may not use or reproduce any intellectual property of RWCL whether in relation to this Selection Process or otherwise.
17. You have no right to seek any of RWCL's internal documentation or communications regarding this Selection Process (whether successful or unsuccessful) or any documentation or communication regarding other Bidder's successful or unsuccessful submissions.

Submission and Evaluation of Proposals

18. Selection of any Bidders to continue in the Selection Process and the manner in which negotiations are conducted will be at RWCL's absolute discretion. You acknowledge that RWCL will have the sole right to determine whether or not negotiations will be conducted on an exclusive basis and to determine the period of the negotiation.
19. RWCL reserves the right (in its absolute discretion) to reject, or require Bidders to re-submit, any response to this Selection Process in the event that such response fails to meet the requirements or expectations of RWCL.
20. RWCL may at any time request you to provide further information and/or documentation and/or attend one or more interviews in relation to your response to this Selection Process and you will provide such information and/or documentation and/or attend interviews within such period as RWCL may specify and at your sole expense.

No Contractual Relationship

21. Save as provided by these Terms (which are intended to be legally binding), this Selection Process is no more than an invitation to tender and constitutes neither a contract, nor an offer that is capable of acceptance by any person.
22. RWCL reserves the right (in its absolute discretion) to suspend, discontinue, modify and/or terminate the Selection Process at any time.
23. You should be aware that no terms that seek to restrict in any way the discretion of RWCL in this Selection process will be accepted. In submitting a response, you expressly waive any right of action you may have against RWCL with regard to the Selection Process. Submission of a response does not involve the creation of any contract.

Bidder Warranties

24. You warrant to RWCL that:
 - a. your submission will be accurate, authentic, up to date and not misleading;
 - b. if there is any change which may adversely affect your submission (or you are aware that any such change may take place in the future) you will promptly notify RWCL in writing setting out the relevant details in full;
 - c. RWCL will be able to rely on the representations made by you in your submissions.
 - d. you have not made any arrangement or given any consideration of any kind to any employee or representative of RWCL, World Rugby or the RFU as a bribe, inducement or reward for doing, or refraining from doing, any act in relation to this Selection Process.

Conduct

25. Bidders will conduct themselves (and ensure that anyone involved in your submissions conducts themselves) in an ethical and professional manner, including without limitation not engaging in any conduct and/or behaviour that may bring the Selection Process, RWCL, World Rugby, the RFU /or the Tournament into disrepute, or otherwise damage their image and/or reputation.
26. Bidders will not make any comments (during the Selection Process or following a decision of RWCL) of a disparaging and/or critical nature of the Selection Process, and/or related terms and documents, and/or other Bidders.

27. Bidders will comply with all applicable laws in connection with their participation in the Selection Process, including without limitation, all applicable competition, anticorruption and anti-bribery laws.
28. Any Bidder found to be in breach of these Terms may be disqualified from the Selection Process by RWCL (in its sole and absolute discretion).

Disclaimers

29. The information contained in this document and the Selection Process is subject to updating and amendment. It does not purport to contain all of the information which a Bidder may require. While RWCL has taken all reasonable steps to ensure, as at the date of this document, that the facts which are contained in this document are true and accurate in all material respects, RWCL does not make any representation or warranty as to the accuracy or completeness or otherwise of this document.
30. Bidders should note that any technical specifications contained in this Selection Process (including the Venue Technical Guide) are for indicative purposes only.

