

**UNDER THE ARBITRATION RULES OF THE  
UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE LAW  
AND**

**THE AGREEMENT ON THE PROMOTION, PROTECTION AND  
GUARANTEE OF INVESTMENTS AMONG MEMBER STATES OF  
THE ORGANIZATION OF THE ISLAMIC CONFERENCE**

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**beIN CORPORATION**

**CLAIMANT**

**v.**

**KINGDOM OF SAUDI ARABIA**

**RESPONDENT**

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**NOTICE OF ARBITRATION**

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**1 OCTOBER 2018**

**SIDLEY**

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## **I. INTRODUCTION**

1. beIN Corporation hereby submits this Notice of Arbitration against the Kingdom of Saudi Arabia (“**Saudi Arabia**”) in accordance with Article 3 of the Arbitration Rules of the United Nations Commission on International Trade Law as revised in 2010 (the “**UNCITRAL Rules**”).
2. This Notice of Arbitration is submitted pursuant to Article 17 of the Agreement for Promotion, Protection and Guarantee of Investments among Member States of the Organisation of the Islamic Conference (the “**OIC Agreement**”),<sup>1</sup> which entered into force on 23 September 1986 and to which the State of Qatar (“**Qatar**”) and Saudi Arabia are Contracting Parties. By virtue of the most-favoured nations clause in Article 8 of the OIC Agreement, this Notice of Arbitration is also submitted pursuant to Article 11 of the Agreement between Saudi Arabia and the Republic of Austria concerning the Encouragement and Reciprocal Protection of Investments (the “**Saudi Arabia-Austria BIT**”).<sup>2</sup>
3. This dispute arises in relation to a series of abusive measures implemented by Saudi Arabia following the suspension of diplomatic relations with Qatar in June 2017. These measures have specifically targeted beIN, a global sports and entertainment media company headquartered in Qatar, excluding beIN from the local broadcasting market and destroying the value of beIN’s investments in Saudi Arabia.
4. In 2014, beIN Corporation and its subsidiaries (collectively, “**beIN**”) was one of the first foreign companies to obtain a broadcast license to offer pay television (“**Pay TV**”) services to customers in Saudi Arabia. Since that time, beIN has made significant further investments in the Saudi broadcasting sector. Of particular importance, beIN acquired intellectual property rights to broadcast premium sports and entertainment content on an exclusive basis in the Middle East and North Africa (“**MENA**”) region, including the Saudi market. beIN also entered into contractual agreements with local distributors for the sale and distribution of beIN subscriptions and set-top boxes in

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<sup>1</sup> Exhibit CL-1: Agreement for Promotion, Protection and Guarantee of Investments among Member States of the Organisation of the Islamic Conference.

<sup>2</sup> Exhibit CL-2: Agreement between Saudi Arabia and The Republic of Austria concerning the Encouragement and Reciprocal Protection of Investments.

Saudi Arabia. In addition, in 2016, beIN established a local company to provide direct retail operations in Saudi Arabia. Throughout this period, the Saudi authorities—interested in promoting foreign investment into the country—encouraged beIN to expand its Saudi operations, and promised cooperation and support.

5. In June 2017, however, the Government of Saudi Arabia imposed a scheme of diplomatic, political, and economic measures against Qatar. As part of this scheme, the Saudi authorities implemented several measures specifically designed to destroy beIN’s investments in Saudi Arabia. As set forth in this Notice of Arbitration, these measures include revoking beIN’s legal right to operate in the jurisdiction, prohibiting the broadcast of beIN channels (initially in tourist facilities and subsequently expanding to restaurants and cafes), prohibiting the importation and distribution of beIN set-top boxes, suspending all monetary transactions with beIN, and blocking access to beIN’s websites and call center. There can be no doubt that these measures are intended—without any legitimate basis related to beIN itself—to put an end to beIN’s business operations in Saudi Arabia.
6. Soon after these measures came into force and prevented Saudi customers from accessing beIN’s popular sports and entertainment programming, a sophisticated broadcast pirate began to operate in Saudi Arabia. Cynically named “beoutQ” (a play on beIN’s name meaning “be out Qatar”), this broadcast pirate has been stealing beIN’s proprietary media content and making it accessible via the internet and satellite broadcasting as if it were its own. Notwithstanding beIN’s numerous demands over many months and compelling evidence demonstrating that beoutQ emanates from Saudi Arabia, the Saudi authorities have failed to take any effective action against beoutQ. Instead, the Government of Saudi Arabia has actively supported beoutQ, including by restricting or otherwise frustrating beIN’s ability to pursue civil actions before the Saudi courts, by denouncing beIN’s requests to investigate and prevent the pirate’s illegal activities, and by organizing public gatherings to view beoutQ’s pirate broadcasts of the FIFA 2018 World Cup on large screens in parks, squares and community buildings across the country.
7. Throughout this period, Saudi Arabia has also pursued manifestly arbitrary and discriminatory competition law proceedings against beIN, subjected beIN employees to ongoing harassment, and disrupted beIN’s coverage of major sporting events. As a

consequence of Saudi Arabia's conduct, beIN has been deprived of its rights under its licensing and contractual arrangements and of the value of its investments in Saudi Arabia.

8. Saudi Arabia's conduct is in clear violation of its obligations to Qatari investors and their protected investments under the OIC Agreement, as well as its obligations under other Saudi investment protection treaties such as the Saudi Arabia-Austria BIT. As a result of the measures implemented by Saudi Arabia, beIN has suffered damages in excess of USD 1 billion, and its damages continue to accrue with each passing day.
9. beIN has made diligent efforts to seek an amicable resolution of this dispute with Saudi Arabia. Unfortunately, however, Saudi Arabia has flatly refused to engage with beIN. As a consequence, beIN has no choice but to proceed with the filing of this Notice of Arbitration.

## **II. PARTIES TO THE ARBITRATION**

### **A. Claimant**

10. beIN Corporation is a private foundation for public benefit registered under the laws of the State of Qatar (defined above as "Qatar"),<sup>3</sup> with its principal business address at:

beIN Corporation  
TV Complex  
TV Intersection, Bin Omran  
P.O. Box 32321  
Doha  
State of Qatar

11. beIN Corporation is the parent company of the beIN Group, including all of its subsidiaries engaged in television production, distribution and media rights acquisition (defined above collectively as "beIN"). For this reason, the defined terms "beIN Corporation" and "beIN" are used interchangeably in this Notice of Arbitration.

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<sup>3</sup> Exhibit C-1: Certificate of Establishment of beIN Corporation, together with Emiri Decision No. (122) of 2013 and the Memorandum of Incorporation and Articles of Association of beIN Corporation.

12. beIN Corporation is represented in this arbitration by the following counsel to whom all notices and communications should be delivered:

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**B. Respondent**

13. beIN understands that the Kingdom of Saudi Arabia (defined above as “Saudi Arabia”) is represented for the purposes of this arbitration by:

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### III. FACTUAL BACKGROUND

#### A. beIN Invested in Saudi Arabia in Reliance on Promises from the Saudi Authorities

##### 1. beIN's initial investments in the Saudi broadcasting and Pay TV market

14. beIN is a global sports and entertainment media group that broadcasts in 43 countries across the MENA region, Europe, North America and Asia. Headquartered in Doha, Qatar, beIN Corporation was incorporated on 29 August 2013, and is engaged in media rights acquisition, television production, and distribution of premium sports and entertainment content to subscribers around the world.
15. beIN has made substantial investments to acquire the exclusive rights to broadcast, and to promote, develop and transmit to its customers, premium sports and entertainment content in the MENA region. beIN's sports portfolio includes, among others, the major European football leagues (including the English Premier League, Spain's LaLiga, Italy's Serie A, France's Ligue 1 and Germany's Bundesliga), the UEFA Champions League and UEFA Europa League, the 2018 and 2022 FIFA World Cups, the 2018-2024 Olympic Games, the Wimbledon Tennis Championship, the ATP – Association of Professional Tennis World Tour, as well as key U.S. sports leagues (including the MLB, NBA and NFL). For each of these properties, beIN has acquired the exclusive right to broadcast in the MENA region, including the largest market in the region, Saudi Arabia.
16. Since 2014, entities engaged in the broadcasting of audio-visual television content in encrypted form, *i.e.*, Pay TV, in Saudi Arabia are required to obtain a license to provide Pay TV services ("**Pay TV License**"). The regulatory authority responsible for granting Pay TV Licenses in Saudi Arabia is the General Commission of Audiovisual Media ("**GCAM**"), which is a governmental agency reporting to the Saudi Minister of Media (formerly the Minister of Culture and Information).<sup>4</sup> beIN obtained a Pay TV

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<sup>4</sup> Exhibit C-2: Saudi General Commission for Audiovisual Media, Regulation for the Licensing and Rules of the Paid Television Service; Exhibit C-3: Saudi Council of Ministers Resolution No. 236 Establishing and Regulating the General Commission for Audiovisual Media, dated 10 May 2015.

License from GCAM on 27 February 2014, valid for a period of three years.<sup>5</sup> beIN was one of the first companies to be granted a Pay TV License by GCAM to broadcast in Saudi Arabia.

17. Under this license, beIN offered Pay TV content to customers in Saudi Arabia on a subscription basis, and subscribers accessed beIN's proprietary media content through:  
(a) direct-to-home satellite subscription services, which required customers to purchase a beIN set-top box to decode beIN's encrypted satellite signal; (b) video-on-demand services, which permitted access if the set-top box was connected to the internet; and (c) "over-the-top" services, which provided access to beIN's media content by way of internet streaming via a secure website or application on a customer's television or smartphone.
18. Between 2014 and 2017, beIN entered into distribution agreements with a number of local distributors in Saudi Arabia to promote and sell beIN set-top boxes and subscriptions, as well as provide after-sales support services, to residential and commercial customers in the country. In order to perform the obligations under these distribution agreements, beIN's distributors obtained the necessary approvals and permits from the Saudi customs authorities for the importation and distribution of beIN set-top boxes.
19. Throughout this period, beIN produced its own media content and undertook production activities in Saudi Arabia, and entered into various other contracts relating to operations and services in Saudi Arabia.

## **2. Establishment of a beIN subsidiary in Saudi Arabia**

20. In 2016, as part of a campaign to encourage foreign investment, GCAM encouraged beIN to establish a local company and build up its after-sales support capabilities in Saudi Arabia, including by establishing a call center. In reliance on its positive discussions with GCAM, at the end of 2016 beIN established a local wholly-owned

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<sup>5</sup> Exhibit C-4: Saudi General Commission for Audiovisual Media, Pay TV License Granted to beIN, dated 27 February 2014.

limited liability company, Al Oula Al Raeda Trading Company, to carry out direct retail operations in Saudi Arabia.<sup>6</sup>

21. For the purposes of these operations, beIN's local company was required to apply for various licenses relating to the importation and distribution of TV set-top boxes. Since it was due to expire in February 2017, beIN also needed to renew its existing Pay TV License.
22. beIN therefore applied to renew its Pay TV License on 16 October 2016,<sup>7</sup> and was informed by GCAM on 8 November 2016 that its application had been "initially approved".<sup>8</sup> A few months later, during a 20 March 2017 meeting in Riyadh, GCAM represented to beIN that the Pay TV License and the other required licenses for the operation of Al Oula Al Raeda Trading Company would be issued before the end of March 2017.<sup>9</sup>
23. Saudi Arabia continued to support and encourage beIN's investments throughout this period. In fact, in April 2017, GCAM invited beIN, as a major player and stakeholder in the broadcast sector, to participate in its "ambitious project" to review the technical and organizational structure of the television industry in Saudi Arabia.<sup>10</sup> In May 2017, beIN hosted a meeting with consultants representing GCAM in Doha, Qatar. The objective of the meeting was to discuss the regulation of the Saudi Pay TV market with a view to, among other things, expanding the Pay TV market, providing further support to key stakeholders (including beIN) regarding content regulation and licensing requirements, and improving all aspects of the television experience in Saudi Arabia. During the meeting, the GCAM consultants expressed enthusiasm about cooperating with beIN and other stakeholders to develop the Saudi television industry. beIN was

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<sup>6</sup> Exhibit C-5: Saudi Ministry of Commerce and Industry, Certificate of Registration of Al Oula Al Raeda Trading Company, dated 10 February 2016.

<sup>7</sup> Exhibit C-6: beIN Application to Saudi General Commission for Audiovisual Media for Pay TV License, dated 16 October 2016.

<sup>8</sup> Exhibit C-7: Letter from Saudi General Commission for Audiovisual Media to beIN, dated 8 November 2016.

<sup>9</sup> Exhibit C-8: beIN Internal Email re: GCAM Meeting (without attachments), dated 20 March 2017.

<sup>10</sup> Exhibit C-9: Letter from Saudi General Commission for Audiovisual Media to beIN, dated 3 May 2017.

optimistic about the future business opportunities in Saudi Arabia and pursued its strategy to increase its local presence and investments accordingly.

24. Unfortunately, as described more fully below, beIN's optimism was short-lived. Despite GCAM's representations, the Pay TV License was ultimately not issued and Saudi Arabia proceeded to implement a series of measures aimed at destroying beIN's investments in the country.

**B. Saudi Arabia's Measures Have Excluded beIN from the Local Market and Destroyed beIN's Investments**

25. The following month, on 5 June 2017, Saudi Arabia, together with the United Arab Emirates, Bahrain, and Egypt, announced that it would "cut off diplomatic and consular relations"<sup>11</sup> and imposed a scheme of economic measures against Qatar, including, among other things, the closure of land borders, ports and airports, and exclusion from airspace and maritime areas. Saudi Arabia has subsequently characterized its measures as a "boycott",<sup>12</sup> in the sense that, by design, it is pursuing a policy of coercive economic isolation of Qatar that complements a policy of political isolation.<sup>13</sup>
26. In the context of Saudi Arabia's coercive attempts to isolate Qatar, beIN quickly became a target of the Saudi authorities. Saudi Arabia imposed a series of arbitrary and unreasonable measures against beIN to disrupt its business activities in the local market. The cumulative effect of these measures has been to cripple beIN's ability to operate in Saudi Arabia and to deprive beIN's investments of value through the destruction of beIN's legal and contractual rights, including but not limited to the intellectual property rights granted to beIN to exclusively broadcast sports and entertainment content in the Saudi market, and its shareholding in Al Oula Al Raeda Trading Company.

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<sup>11</sup> Exhibit C-10: Saudi Press Agency, "Kingdom of Saudi Arabia severs diplomatic and consular relations with Qatar", dated 5 June 2017.

<sup>12</sup> Exhibit C-11: Saudi Ministry of Foreign Affairs, "Statement by the Ambassadors of Bahrain and the UAE and the Saudi Chargé d'Affaires", dated 25 June 2017.

<sup>13</sup> In addition to announcing the scheme of coercive economic measures, the statement also announced the severing of diplomatic relations.

## **1. Saudi Arabia refused to issue beIN's Pay TV License**

27. Despite having originally communicated that beIN's application was "initially approved",<sup>14</sup> GCAM continued to delay the issuance of the Pay TV License.
28. On 8 May 2017, two months after GCAM had assured beIN that it would issue the Pay TV License and other licenses by the end of March 2017, GCAM invited beIN to pay the requisite license fees and furnish a bank guarantee.<sup>15</sup> beIN paid the license fees in full on 23 May 2017, requesting GCAM to issue the Pay TV License as soon as possible and to provide instructions so that beIN could put in place the bank guarantee.<sup>16</sup> However, GCAM then failed to respond to beIN's letters.
29. As would become clear over the following weeks and months, GCAM's subsequent refusal to issue the Pay TV License was thereafter part of Saudi Arabia's political campaign to drive beIN out of the local market.

## **2. Saudi Arabia imposed a series of measures crippling beIN's ability to operate in Saudi Arabia**

30. Over the course of the next two months, Saudi Arabia adopted a series of measures crippling beIN's ability to operate in Saudi Arabia, as set forth below.

### ***(a) Revocation of beIN's legal right to operate in Saudi Arabia***

31. On or about 19 June 2017, the Saudi Ministry of Culture and Information and GCAM issued a circular stating that beIN "does not have the legal right to operate" in Saudi Arabia, and that beIN's "presence and provision of entertainment and sports programs and television services in the Kingdom violates the applicable laws in the Kingdom".<sup>17</sup>
32. This circular further stipulates that any distribution of beIN media content or the charging and collection of related fees in Saudi Arabia "shall subject the distributors of

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<sup>14</sup> Exhibit C-7: Letter from Saudi General Commission for Audiovisual Media to beIN, dated 8 November 2016.

<sup>15</sup> Exhibit C-12: Letter / Invoice from Saudi General Commission for Audiovisual Media to beIN and Al Oula Al Raeda Trading Company, dated 8 May 2017.

<sup>16</sup> Exhibit C-13: Letter from beIN to Saudi General Commission for Audiovisual Media, together with Bank Transfer Notice, dated 23 May 2017; Exhibit C-14: Letter from beIN to Saudi General Commission for Audiovisual Media, dated 8 June 2017.

<sup>17</sup> Exhibit C-15: Saudi Ministry of Culture and Information and General Commission for Audiovisual Media, Circular, dated 19 June 2017.

such media content and content licensors, hardware suppliers, and their owners in their individual capacity to criminal prosecution and personal litigation and shall result in the imposition of penalties and fines and the loss of the legal right to protect any related intellectual property rights in accordance with the applicable laws in the Kingdom”.<sup>18</sup>

**(b) Suspension of all monetary transactions with beIN**

33. On 11 July 2017, the Saudi Arabian Monetary Authority issued a decision suspending and prohibiting “all monetary operations in all methods of payment either through credit cards, payment cards, transfers or any other method” with beIN for the purchase of new subscriptions or for the renewal of existing subscriptions to beIN’s channels and services.<sup>19</sup> Since that time, all residential and commercial customers, as well as beIN’s own distributors, have been prohibited from making payments to beIN either through direct payments or indirectly through intermediary accounts in Saudi Arabia or abroad.

**(c) Blocking of beIN’s websites and international call center**

34. In early June 2017, the Saudi Ministry of Culture and Information also blocked beIN’s official websites in Saudi Arabia, [www.bein.net](http://www.bein.net) and [www.beinsports.com](http://www.beinsports.com) (the “**beIN Websites**”). Since that time, customers connecting from a Saudi IP address have been unable to access the beIN Websites and are redirected to a page stating that the beIN Websites violate the regulations of the Ministry of Culture and Information.<sup>20</sup>
35. On 15 June 2017, beIN wrote to the Ministry requesting that it take all necessary action to unblock, or otherwise inform beIN of the justification for blocking, the beIN Websites, so that beIN could remedy any alleged violations of any applicable regulations.<sup>21</sup> The Saudi Ministry of Culture and Information has to date provided no explanation for blocking the beIN Websites, which had been operational in Saudi Arabia since 2014 without complaint—until the suspension of relations between Saudi

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<sup>18</sup> Exhibit C-15: Saudi Ministry of Culture and Information and General Commission for Audiovisual Media, Circular, dated 19 June 2017.

<sup>19</sup> Exhibit C-16: Saudi Monetary Authority, Confidential Circular, dated 11 July 2017.

<sup>20</sup> Exhibit C-17: Letter from beIN to Saudi Ministry of Culture and Information, together with Blocking Notifications of beIN Websites, dated 15 June 2017.

<sup>21</sup> Exhibit C-17: Letter from beIN to Saudi Ministry of Culture and Information, together with Blocking Notifications of beIN Websites, dated 15 June 2017.

Arabia and Qatar. It is clear that the blocking of the beIN Websites is aimed at preventing Saudi subscribers from purchasing or renewing beIN subscriptions.

36. In addition, Saudi Arabia subsequently blocked beIN’s international call center phone number 44222000, disabling all inbound and outbound Saudi calls to and from the call center and preventing Saudi customers from accessing beIN’s services. The Saudi telecom operator, Saudi Telecom Company, explained that it had blocked beIN’s phone number on instruction from “higher authorities”.<sup>22</sup>

**(d) Removal of beIN channels from all tourist facilities**

37. On 8 June 2017, the Saudi Commission for Tourism and National Heritage issued a decision ordering the removal of all satellite channels affiliated with the “Al Jazeera Channels” Network from the list of channels available in all tourist facilities in Saudi Arabia. The decision stipulates that non-compliance will be punished with a fine of 100 thousand Saudi riyals (approximately USD 26,000) and/or the cancellation of the violating entity’s license.<sup>23</sup> While beIN is not affiliated with the “Al Jazeera Channels”, the decision has been applied to it.<sup>24</sup>

**(e) Prohibition of the sale and distribution of beIN set-top boxes and intimidation of beIN’s local distributors with threats of legal actions and penalties**

38. On 12 June 2017, despite having encouraged beIN to expand its distribution and after-sales support operations in Saudi Arabia, GCAM reversed course and sent notices to beIN’s distributors announcing a prohibition on the importation and distribution of beIN set-top boxes in Saudi Arabia.<sup>25</sup>

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<sup>22</sup> Exhibit C-18: Email from Ooredoo to beIN, dated 28 August 2017.

<sup>23</sup> Exhibit C-19: Saudi Commission for Tourism and National Heritage, Circular, dated 8 June 2017.

<sup>24</sup> beIN is an independent media company incorporated on 1 January 2014, which acquired all sports operations and properties previously owned by the Al Jazeera Media Network. The Al Jazeera Media Network does not own, control, or otherwise direct or have any involvement in the finances, management or policies of beIN.

<sup>25</sup> Exhibit C-20: Letters from Saudi General Commission for Audiovisual Media to beIN Distributors, dated 12 June 2017.

39. In August 2017, GCAM then wrote to beIN’s Saudi distributors of set-top boxes and subscriptions, threatening them with potential legal action and penalties in the event of non-compliance with the measures against beIN.<sup>26</sup>
40. For example, beIN distributor Southwind Telecom Company (“**Southwind**”) informed beIN that it had received a letter from GCAM regarding the Saudi Monetary Authority’s prohibition of all payments to beIN. Southwind subsequently informed beIN that it had received direct instructions from the Saudi authorities to discontinue any dealings with beIN, including ceasing the distribution of beIN set-top boxes and the renewal of subscriptions, and that Southwind had signed an undertaking accordingly.<sup>27</sup>

*(f) Raids to confiscate beIN set-top boxes*

41. Saudi Arabia’s measures are continuing to this day, and its efforts to prevent beIN from operating in the local market have intensified. Around February 2018, the Saudi authorities issued further instructions to ban beIN set-top boxes in cafes and restaurants, and they have carried out raids on cafes and restaurants in Saudi Arabia to confiscate beIN set-top boxes.<sup>28</sup>

**3. Saudi Arabia is actively supporting a sophisticated broadcast pirate operating under the name beoutQ**

42. Only a few weeks after the measures initially came into force and prevented Saudi customers from accessing beIN’s popular sports and entertainment programming, a sophisticated broadcast pirate emerged in Saudi Arabia and began the flagrant theft of proprietary media content created by and licensed to beIN. The pirate is cynically named “beoutQ” and is directly targeting beIN.<sup>29</sup> For more than one year, beoutQ has been engaged in the most notorious and widespread broadcast piracy in history, including the illegal transmission of the Olympic Games, Wimbledon Tennis, Formula 1, the English Premier League, LaLiga, the UEFA Champions League, the FIFA World Cup, the NFL Super Bowl, and many other high-profile sporting events.

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<sup>26</sup> See, e.g., Exhibit C-21: Letter from Saudi General Commission for Audiovisual Media to Southwind Telecom Company, dated 21 August 2017.

<sup>27</sup> Exhibit C-22: Email from Southwind Telecom Company to beIN, dated 25 October 2017.

<sup>28</sup> Exhibit C-23: Tweets re: Confiscation of beIN Set-Top Boxes by Saudi Authorities, dated 25 February 2018.

<sup>29</sup> Exhibit C-24: beoutQ Public Announcement, dated 19 November 2017.

Despite beIN's extensive technological efforts and numerous requests to the Saudi authorities to investigate and shut down beoutQ, Saudi Arabia has taken no effective action to halt the piracy. To the contrary, Saudi Arabia is actively supporting beoutQ's industrial-scale broadcast piracy as part of its political campaign against beIN.

43. beoutQ commenced operations in August 2017, stealing beIN's proprietary media content, replacing beIN's logo with the beoutQ logo, and transmitting it through illegal web streaming from websites that are geo-blocked to (*i.e.*, limited to access by internet users in) Saudi Arabia.<sup>30</sup> In the fall of 2017, beoutQ subsequently expanded its operations to provide access to 10 sports channels via satellite broadcasting through the sale of subscriptions and beoutQ-branded set-top boxes in Saudi Arabia. Starting in February 2018, beoutQ also made available several IPTV (*i.e.*, Internet Protocol television) applications on its beoutQ set-top boxes, so as to enable its users to illegally access via the internet hundreds of proprietary television channels and thousands of programming hours, including channels from beIN and many other broadcasters. beoutQ has pirated many high-profile sporting events, including most recently, every single game of the FIFA 2018 World Cup, for which beIN held the exclusive broadcast rights for the MENA region, including Saudi Arabia. The emergence of beoutQ was strategically timed and required extensive financial and technological resources, in the order of tens of millions of dollars per year—it is a sophisticated full-scale commercial operation.
44. beIN has notified the Saudi authorities of beoutQ's flagrant theft of beIN proprietary media content and provided compelling evidence that beoutQ emanates from Saudi Arabia, is controlled by persons in Saudi Arabia, and is supported by the Government of Saudi Arabia.<sup>31</sup>

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<sup>30</sup> Exhibit C-25: Letter from beIN to Saudi Ministry of Culture and Information, dated 15 August 2017.

<sup>31</sup> See, for example, Exhibit C-25: Letter from beIN to Saudi Ministry of Culture and Information, dated 15 August 2017; Exhibit C-26: Letter from Saudi General Commission for Audiovisual Media to beIN, dated 2 September 2017; Exhibit C-27: Letter from beIN to Saudi Ministry of Culture and Information (without attachments), dated 13 September 2017; Exhibit C-28: Letter from Sidley Austin LLP to Saudi Ministry of Media and General Commission for Audiovisual Media (with attachments), dated 3 September 2018.

45. *First*, beoutQ’s pirate operations are focused on the Saudi market, as demonstrated by the following evidence: (a) beoutQ’s websites are geo-blocked to Saudi Arabia;<sup>32</sup> (b) beoutQ’s subscriptions are priced in Saudi Riyals;<sup>33</sup> (c) beoutQ’s advertising rate cards are priced in Saudi Riyals;<sup>34</sup> (d) beoutQ carries advertising for Saudi brands;<sup>35</sup> (e) beoutQ set-top boxes have been imported into and are being openly sold in retail outlets across Saudi Arabia;<sup>36</sup> and (f) beoutQ has been heavily promoted and discussed on social media by prominent Saudi citizens, including Mr. Saud Al-Qahtani, a Consultant to the Saudi Royal Court who holds the rank of Minister and is Chairman of the Board of the Saudi Union for Cyber and Programming Security, and Mr. Abdulaziz Al-Mriseul, the General Manager of the Saudi-based Arreyadi Newspaper.<sup>37</sup>
46. *Second*, beoutQ’s pirate broadcasts are transmitted via satellite frequencies owned and operated by the Arab Satellite Communications Organization (“**Arabsat**”), an intergovernmental organization headquartered in Riyadh, Saudi Arabia, in which the Government of Saudi Arabia is the largest shareholder with a stake of 36.7%, and whose CEO is a Saudi national. Based on an extensive technical investigation carried out over several months, a leading global anti-piracy service provider, Nagra, has established through incontrovertible technical evidence that beoutQ’s pirate channels and related data (firmware updates, decryption keys and signaling data) have been and continue to be transmitted via Arabsat satellites.<sup>38</sup>
47. beIN has repeatedly asked Arabsat to stop beoutQ’s pirate broadcasts on its satellite frequencies and to disclose information about beoutQ.<sup>39</sup> Arabsat has refused to

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<sup>32</sup> Exhibit C-29: Nagra Report, “beoutQ Piracy Overview”, dated 24 June 2018, p. 4.

<sup>33</sup> Exhibit C-30: Tweet from Mr. Abdulaziz Al-Mriseul with beoutQ Advertisement, dated 18 October 2017.

<sup>34</sup> Exhibit C-31: Evidence of beoutQ Advertising Rate Cards Priced in Saudi Riyals.

<sup>35</sup> Exhibit C-32: Evidence of beoutQ Carrying Advertising for Saudi Brands.

<sup>36</sup> Exhibit C-33: Photographs of beoutQ Set-Top Boxes on Sale in Retail Stores in Saudi Arabia, October 2017 / September 2018.

<sup>37</sup> Exhibit C-34: Social Media Posts of Mr. Saud Al-Qahtani and Mr. Abdulaziz Al-Mriseul dated from June to November 2017.

<sup>38</sup> Exhibit C-35: Nagra Report, “beoutQ Broadcast Piracy – Further Update”, dated 15 August 2018.

<sup>39</sup> *See*, for example, Exhibit C-36: Letter from beIN to Arabsat, dated 16 August 2017; Exhibit C-37: Letter from Sidley Austin LLP to Arabsat (without attachments), dated 6 December 2017; Exhibit C-38: Letter

cooperate in any way. Initially, Arabsat stated that it does not control the content transmitted on its satellites.<sup>40</sup> After numerous rounds of correspondence in which Arabsat denied any knowledge of the beoutQ piracy, Arabsat now claims that “six independent satellite communications experts” confirmed that beoutQ is not transmitted on Arabsat’s satellite frequencies.<sup>41</sup> Yet Arabsat has refused to disclose these purported expert reports and related documents, which, if they even exist, would be directly contradicted by Nagra’s incontrovertible evidence proving that beoutQ is transmitted by Arabsat.<sup>42</sup>

48. *Third*, beIN has obtained evidence establishing that beoutQ is wholly, or in part, operated and/or controlled and directed by Saudi-based persons, including Mr. Raed Khusheim; Saudi Selelevision Company LLC (“**Selelevision**”), which was one of beIN’s former local distributors in Saudi Arabia; and Khusheim Holdings Company, which is the parent company of Selelevision:

- (a) beIN has obtained evidence through U.S. civil proceedings of a credit card transaction establishing that Saudi national, Mr. Raed Khusheim, the CEO / Managing Director and largest shareholder of Saudi-based Selelevision, paid U.S. company BelugaCDN LLC for Content Delivery Network services for the beoutQ pirate website.<sup>43</sup>
- (b) beIN’s technical team used anti-piracy technology known as “fingerprinting” to identify certain legitimate beIN subscriptions that were hijacked in order to access and illegally rebroadcast beIN’s proprietary content on beoutQ’s pirate transmissions. This technical analysis revealed that an individual involved in

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from Sidley Austin LLP to Arabsat (with attachment), dated 26 December 2017; Exhibit C-39: Letter from Sidley Austin LLP to Squire Patton Boggs (US) LLP (without attachments), dated 13 July 2018.

<sup>40</sup> Exhibit C-40: Letter from Arabsat to beIN, dated 29 August 2017; Exhibit C-41: Letter from Arabsat to Sidley Austin LLP, dated 14 December 2017; Exhibit C-42: Letter from Squire Patton Boggs (US) LLP to Sidley Austin LLP, dated 22 February 2018.

<sup>41</sup> Exhibit C-43: Letter from Squire Patton Boggs (US) LLP to Sidley Austin LLP (with attachment), dated 16 July 2018.

<sup>42</sup> Exhibit C-44: Letter from Sidley Austin LLP to Squire Patton Boggs (US) LLP, dated 18 July 2018; Exhibit C-35: Nagra Report, “beoutQ Broadcast Piracy – Further Update”, dated 15 August 2018.

<sup>43</sup> Exhibit C-45: Declaration of Adam Jacob Muller (BelugaCDN LLC), dated 20 June 2018.

the beoutQ piracy subscribed to beIN's services using a Selelevision corporate email address.<sup>44</sup>

- (c) Technical investigations by Nagra have uncovered evidence of clear links between beoutQ and Selelevision. Nagra has established that, until early June 2018, beoutQ used Arabsat satellite frequency 12380 MHz to broadcast signaling data and software updates for beoutQ set-top boxes, with the remaining bandwidth on that frequency being used to broadcast Selelevision's TV and video on-demand service called "Seevii". In addition, Nagra has found strings of code expressly referencing Selelevision in the software of the beoutQ set-top boxes.<sup>45</sup>

49. *Fourth*, based on evidence that emerged during the recent FIFA World Cup in June and July 2018, there can no longer be any doubt that beoutQ is operating with the full knowledge and support of the Government of Saudi Arabia. Municipalities and local government authorities across Saudi Arabia organized public screenings of World Cup football games in parks, squares and various community buildings.<sup>46</sup> Evidence from social media posts, including both photographs and commentary, shows that these public authorities were screening the World Cup games on beoutQ's pirate channels. Saudi Twitter users also posted pictures and comments about the screening of beoutQ's illegal pirate broadcasts of the FIFA World Cup at other public venues such as the Riyadh International Convention and Exhibition Center, restaurants and cafés.<sup>47</sup> This very public and widespread support of beoutQ's illegal broadcasts of the FIFA World Cup was not only observed by Saudi nationals on social media, but also by international journalists, who reported that beoutQ channels were shown at government-sponsored events in Riyadh.<sup>48</sup> Considering the high degree of state control in the country, these

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<sup>44</sup> Exhibit C-46: Declaration of Walid Abdelhalim (beIN Media Group LLC), dated 27 June 2018.

<sup>45</sup> Exhibit C-29: Nagra Report, "beoutQ Piracy Overview", dated 24 June 2018; Exhibit C-35: Nagra Report, "beoutQ Broadcast Piracy – Further Update", dated 15 August 2018.

<sup>46</sup> Exhibit C-47: Social Media Evidence of Saudi Municipalities Organizing Public Screenings of beoutQ's Illegal Pirate Broadcasts of the FIFA 2018 World Cup, dated June 2018.

<sup>47</sup> Exhibit C-48: Social Media Evidence of Screenings of beoutQ During World Cup at Public Venues in Saudi Arabia from June 2018.

<sup>48</sup> Exhibit C-49: Bloomberg, "Saudis Dismiss Piracy Claim as Soccer Rights' Spat Escalates", dated 22 June 2018.

public screenings of beoutQ could only have been possible with the full knowledge and support of the Government of Saudi Arabia.

50. Despite repeated requests and clear evidence linking the piracy to Saudi persons, Saudi Arabia has taken no effective action against beoutQ. A series of public statements issued by GCAM and the Saudi Ministry of Media in June and July 2018 demonstrate that the refusal of Saudi Arabia to take action against beoutQ is driven by political rather than legal considerations.<sup>49</sup> In these statements, the Saudi authorities not only denied the evidence pointing to beoutQ's operations in the country, but they went on the attack, making baseless accusations against beIN, affirmatively stating that beIN will never again broadcast in Saudi Arabia and urging sports rights holders to "terminate their relationships" with beIN.
51. Moreover, Saudi Arabia has blocked beIN's ability to bring civil actions in the Saudi courts to enforce its intellectual property rights against beoutQ and those behind it. beIN's attempts to engage legal counsel in Saudi Arabia concerning the beoutQ piracy have failed, as every Saudi law firm (or international law firm with a Saudi office) that has been approached has declined to act for beIN. By letters dated 16 January 2018 and 6 March 2018, beIN informed the Saudi Ministry of Culture and Information of beIN's intention to commence civil actions before the Saudi courts against beoutQ and those behind it. Understanding the law firms' refusals to be the result of government directions to them, beIN further stated that the Ministry's failure to respond would be taken as a clear indication that governmental restrictions are in place preventing beIN's ability to commence civil actions before the Saudi courts.<sup>50</sup> To date, beIN has received no response from the Ministry and is precluded from seeking recourse against beoutQ through legal proceedings in Saudi Arabia.
52. As a result, beoutQ's broadcast piracy has continued unabated. beoutQ pirate channels remain widely available in Saudi Arabia and beoutQ is in the process of expanding from the Saudi market to promote its pirated services—and to damage beIN's business—

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<sup>49</sup> See, for example, Exhibit C-50: Saudi Ministry of Media, Public Statement, dated 23 June 2018; Exhibit C-51: Saudi Ministry of Media, Public Statement, dated 6 July 2018.

<sup>50</sup> Exhibit C-52: Letter from beIN to the Saudi Ministry of Culture and Information (without attachments), dated 16 January 2018; Exhibit C-53: Letter from beIN to Saudi Ministry of Culture and Information, dated 6 March 2018.

across the MENA region. Instead of taking action to combat broadcast piracy and uphold intellectual property rights in accordance with its international obligations, Saudi Arabia has instead chosen to support beoutQ, politicize beoutQ's blatant piracy, and attack beIN, all as part of its broad campaign to harm Qatar and Qatari-based entities.

53. Recent media reports suggest that Saudi Arabia's conduct is driven not only by political objectives, but also by commercial objectives. Specifically, it has been reported that the Saudi General Sports Authority, the government body responsible for sports in Saudi Arabia, has launched a new commercial entity "KSA Sports Channels" in order to "compete ferociously" with and "end the media dominance" of beIN.<sup>51</sup>

#### **4. Saudi Arabia has pursued baseless competition law proceedings against beIN**

54. Saudi Arabia has also pursued baseless competition law proceedings against beIN in order to permanently exclude beIN from the Saudi market in favour of Saudi competitors. Although the initial competition law investigation was commenced against beIN in 2016, prior to the introduction of the above-mentioned measures against Qatar, there can be no doubt that these proceedings are politically motivated, arbitrary and manifestly discriminatory. None of beIN's competitors in the Saudi Pay TV market has faced similar competition law proceedings, even though they engage in the very same business practices as beIN.
55. On 9 June 2016, the Saudi Council of Competition ("CCP")<sup>52</sup> launched an investigation against beIN for alleged violations of Saudi competition law, purportedly based on complaints received from Saudi citizens relating to beIN's offerings of sports packages and subscriptions.<sup>53</sup> The alleged violations primarily concern the manner in which

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<sup>51</sup> See, for example, Exhibit C-54: Erem News, "Do KSA Sports Channels Mark the Beginning of the Saudi Project to Topple beIN Sports?", dated 1 March 2018; Exhibit C-55: Financial Times, "Saudi Arabia Seizes Football TV Rights from Top Broadcaster", dated 6 February 2018; Exhibit C-56: Arab Gulf States Institute in Washington, "Saudi Arabia Sets Goals for Football On and Off the Pitch", dated 18 June 2018.

<sup>52</sup> The Saudi Council of Competition changed its name to the General Authority for Competition in 2017. Both shall be referred to as the CCP.

<sup>53</sup> Exhibit C-57: Letter from Saudi Council of Competition to beIN, dated 23 June 2016.

beIN bundles multiple sports content into subscription packages and the duration of its subscription packages.

56. Following the investigation, the CCP issued Decision No. 214 on 16 April 2017 (the “**CCP Decision**”), requiring beIN to change its business practices in Saudi Arabia, including, among other things, by offering subscription packages categorized by type of sport and more flexible subscription periods.<sup>54</sup> The CCP Decision ordered beIN to comply within fifteen days, or pay a daily fine of SAR 10,000 (approximately USD 2,600).
57. beIN appealed the CCP Decision to the Saudi Board of Grievances in August 2017, requesting its annulment on both procedural and substantive grounds.<sup>55</sup> Yet, before beIN had any opportunity to submit substantive arguments and evidence, beIN’s appeal was rejected in July 2018 on spurious procedural grounds (*i.e.*, that the time limit for appealing the CCP Decision began to run before beIN had even received the decision) without considering the substantive grounds of appeal.<sup>56</sup> beIN appealed this decision in August 2018 and is awaiting the outcome.
58. In the interim, on 28 June 2018, the CCP filed a separate criminal complaint against beIN. This criminal complaint was based on the same allegations already asserted in the CCP Decision and beIN’s failure to comply with the orders in the CCP Decision— notwithstanding that the CCP Decision was still under appeal and that beIN is not in a position to comply with the decision in any event, given that it is unable to operate in the Saudi market.
59. On 1 August 2018, beIN was summoned to a hearing with respect to this criminal complaint before the Committee for the Settlement of Violations of Competition Law (the “**Committee**”). At this hearing, initial arguments were heard, and a written order was issued noting that “[t]he attorney of the Defendant asked for a period of time to submit an additional memo of reply. Accordingly, the Committee decided to adjourn the hearing of the case to Wednesday 25/12/1439 A.H. corresponding to 05/09/2018 at

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<sup>54</sup> Exhibit C-58: Saudi Council of Competition, Decision No. (214), dated 16 April 2017.

<sup>55</sup> beIN engaged Saudi legal counsel for these competition law proceedings when they were first commenced in 2016 and, up to the present, this legal counsel has been able to continue acting for beIN.

<sup>56</sup> Exhibit C-59: Saudi Board of Grievances, Judgment Rendered in Administrative Case No. 2100, dated 17 July 2018.

6:00 PM”.<sup>57</sup> beIN therefore began preparing its defense with a view to submission prior to the hearing on 5 September 2018. On 12 August 2018, a process server then delivered a notice to beIN’s counsel stipulating that the hearing would instead take place at 8:30 a.m. the following morning, 13 August 2018. At that hearing, beIN objected to the sudden change in the hearing date, and the unexpected and unjustified shortening of the time for beIN to submit a defense. The Committee summarily rejected these objections, declined to set any new hearing date and, at the request of the prosecutor, proceeded to close the proceedings. beIN did, however, manage at that hearing to file a written submission setting forth some of its arguments in defense (comprising 19 pages and 10 exhibits, which it had been preparing to meet the time limit of 5 September 2018).<sup>58</sup> Just hours later on the same day, 13 August 2018, the Committee issued a 56-page written judgment finding beIN guilty as charged.<sup>59</sup> The Committee’s judgment: (a) imposed a fine on beIN of SAR 10 million (approximately USD 2.6 million); (b) ordered that beIN’s “license in the Kingdom of Saudi Arabia and its Commercial Register shall be definitively cancelled”; (c) required beIN to “refund all gains it achieved as a result of the violation”; (d) ordered the decision to be published at beIN’s expense; and (e) ordered that any appeal must be filed within 15 days.<sup>60</sup> beIN submitted an appeal within this time limit, and this appeal is now pending.

60. beIN did everything possible within the time available to address the baseless allegations set forth in the CCP’s criminal complaint. Given that there was no urgency of any kind, it is plain that the Committee’s arbitrary and unjustified procedural misconduct was designed to prevent beIN from advancing proper and full defenses. The defenses that beIN did manage to submit were incomplete, but nonetheless set out in clear terms why the CCP’s allegations could not, as a matter of fact and law, be maintained. In issuing its extensive written judgment only hours after the hearing, the

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<sup>57</sup> Exhibit C-60: Saudi Council of Competition Protection Committee for Settlement of Violations of Competition Law, Record of Hearing in Case No. 6/39, dated 1 August 2018.

<sup>58</sup> Exhibit C-61: Saudi Council of Competition Protection Committee for Settlement of Violations of Competition Law, Record of Hearing in Case No. 6/39, dated 13 August 2018.

<sup>59</sup> Exhibit C-62: Saudi Council of Competition Protection Committee for Settlement of Violations of Competition Law, Decision No. (155), dated 13 August 2018.

<sup>60</sup> Exhibit C-62: Saudi Council of Competition Protection Committee for Settlement of Violations of Competition Law, Decision No. (155), dated 13 August 2018, p. 56.

Committee demonstrated that the outcome of these criminal proceedings had effectively been decided in advance.

61. Beyond these serious procedural defects, the CCP's substantive allegations against beIN in both cases are entirely devoid of merit:

- (a) *First* and importantly, the CCP's allegations are factually incorrect. The CCP has argued that beIN's subscription packages compelled consumers to purchase media content they did not want, but beIN has demonstrated that the CCP failed to take into account an extensive suite of options open to consumers through its online service which did not require consumers to purchase any subscription.
- (b) *Second*, the CCP has failed to identify any relevant market or to show that beIN is dominant in that particular market, including by failing even to consider the extensive competition facing beIN.
- (c) *Third*, the CCP has failed to establish any abuse of dominance by beIN. The bundling of multiple sports events and other programming constitutes normal business practice in the Pay TV sector globally. Just like its non-Qatari competitors, beIN offers consumers various sports and entertainment packages, with each package offering a different set of channels and content based on consumers' different interests and budgets. Selling separate packages by type of sport or containing only specific sports tournaments is not economically feasible and would drastically drive up the costs of packages in a way that would be detrimental to consumers.
- (d) *Fourth*, despite similar business models and multi-sport packages, no other Pay TV operators in Saudi Arabia have been subject to similar competition law investigations by the Saudi competition authorities. The proceedings against beIN are therefore not only arbitrary but also discriminatory.
- (e) *Fifth* and finally, even if beIN were able to comply with the conditions set out in the CCP Decision, which is denied, this would not improve competition in the Saudi market. Rather, it would only serve to distort competition, and to provide a distinct and unfair advantage to beIN's competitors in the market. The Committee's highly unusual order definitively cancelling beIN's license to

operate in Saudi Arabia in effect purports to improve competition by eliminating entirely one of the principal competitors.

62. By bringing administrative and criminal competition law proceedings against beIN that have no basis in fact or law, are unprecedented, politically motivated, and solely target beIN as a Qatari investor, Saudi Arabia has abusively deployed its competition authorities as part of its measures against beIN.

**5. Saudi Arabia has engaged in a campaign of harassment against beIN employees and beIN's coverage of major sporting events**

63. In addition, Saudi Arabia has engaged in a campaign of harassment against beIN, both by deliberately impeding beIN sports presenters from interviewing Saudi teams and players, as well as by coercing beIN's Saudi employees to resign and relocate from Qatar to Saudi Arabia. This has interfered with beIN's coverage of sporting events and impacted its business even outside Saudi Arabia.
64. In June 2017, the Saudi Arabian Football Federation, the football governing body of Saudi Arabia, announced that it was boycotting beIN. The Saudi Arabian Football Federation stated that Saudi players and managers are prohibited from speaking to beIN reporters.<sup>61</sup> At a number of subsequent football matches involving Saudi football clubs, Saudi players refused to participate in post-match interviews with beIN, and Saudi clubs would move beIN's microphones and logos out of the view of cameras or engage in other similarly disruptive conduct.
65. Saudi Arabia has also sought to intimidate beIN employees of Saudi nationality working in Qatar. Following the implementation of the measures, numerous beIN employees of Saudi nationality resigned without proper notice, by way of Twitter and text message, or by simply breaking off all communications and contact with beIN. Some of these employees are now working for Saudi networks.

**C. Consequences of Saudi Arabia's Acts and Omissions**

66. The acts and omissions set forth above, as implemented by the Saudi Ministry of Culture and Information, GCAM and other organs of Saudi Arabia and attributable to Saudi Arabia under international law, continue to cause substantial harm to beIN,

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<sup>61</sup> Exhibit C-63: Egypt Today, "SAFF Boycotts Bein Sports", dated 5 June 2017.

including the loss of its investments and damages currently estimated to be in excess of USD 1 billion. The amount of beIN's losses will be further quantified at a later stage in this arbitration.

#### **IV. JURISDICTION**

##### **A. beIN Corporation's Investments Are Protected Under the OIC Agreement**

67. The protections of the OIC Agreement are available to an "investor" bearing the nationality of one party to the treaty, in respect of an "investment" made in the territory of another party to the treaty.

68. Article 1(6) of the OIC Agreement defines an "investor" as follows:

The Government of any contracting party or natural [or] corporate person, who is a national of a contracting party and who owns the capital and invests it in the territory of another contracting party.

69. Furthermore, Article 1(6)(b) of the OIC Agreement defines the nationality of a corporate person as follows:

Any entity established in accordance with the laws in force in any contracting party and recognized by the law under which its legal personality is established.

70. As a corporation established in accordance with, and recognized by, the laws of Qatar, beIN is a corporate person qualified for protection under the OIC Agreement.<sup>62</sup>

71. Article 1(5) of the OIC Agreement defines an "investment" as follows:

The employment of capital in one of the permissible fields in the territories of a contracting party with a view to achieving a profitable return, or the transfer of capital to a contracting party for the same purpose, in accordance with this Agreement.

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<sup>62</sup> Exhibit C-1: Certificate of Establishment of beIN Corporation, together with Emiri Decision No. (122) of 2013 and the Memorandum of Incorporation and Articles of Association of beIN Corporation.

72. Article 1(4) of the OIC Agreement defines “capital” as follows:

All assets (including everything that can be evaluated in monetary terms) owned by a contracting party to this Agreement or by its nationals, whether a natural person or a corporate body and present in the territories of another contracting party whether these were transferred to or earned in it, and whether these be movable, immovable, in cash, in kind, tangible as well as everything pertaining to these capitals and investments by way of rights or claims and shall include the net profits accruing from such assets and the undivided shares and intangible rights.

73. Since 2014, beIN has employed substantial capital (assets) with a view to achieving a profitable return, and has done so in a permissible field of foreign investment in Saudi Arabia—Pay TV broadcasting—as evidenced by the Pay TV License granted by the Saudi authorities. beIN thus has made and holds, directly or indirectly, significant investments in Saudi Arabia which are protected under the OIC Agreement, including, but not limited to:

- (a) a 100% ownership interest in beIN’s subsidiary Al Oula Al Raeda Trading Company, a company duly incorporated in accordance with the laws of Saudi Arabia;
- (b) intellectual property rights, in the form of licenses obtained from rights holders granting rights to broadcast in Saudi Arabia, as well as registered trademarks, copyrights and other intellectual property rights in beIN’s own media content that it broadcasts in the Saudi market;
- (c) contractual rights to payments and performance associated with sublicensing its acquired media rights to the Saudi national TV operator; and
- (d) contractual rights to payments and performance under contracts with its distributors for the sale and distribution of beIN set-top boxes, subscriber agreements, and other contracts.

74. All of beIN’s above-noted assets therefore qualify as protected investments under the OIC Agreement.

**B. beIN Is Entitled to Access the More Favourable Dispute Resolution Provisions in Article 11 of the Saudi Arabia-Austria BIT**

75. beIN and its investments are entitled to all of the protections and rights under the OIC Agreement, including most-favoured nation (“MFN”) treatment under Article 8 of the OIC Agreement. Article 8 entitles beIN to access the more favourable dispute resolution provisions set forth in Article 11 of the Saudi Arabia-Austria BIT.
76. Pursuant to Article 17 of the OIC Agreement, disputes between investors and host States are to be resolved through conciliation or arbitration:

Article - 17

1. Until an Organ for the settlement of disputes arising under the Agreement is established, disputes that may arise shall be entitled through conciliation or arbitration in accordance with the following rules and procedures:

1. Conciliation

a) In case the parties to the dispute agree on conciliation, the agreement shall include a description of the dispute, the claims of the parties to the dispute and the name of the conciliator whom they have chosen. The parties concerned may request the Secretary General to choose the conciliator. The General Secretariat shall forward to the conciliator a copy of the conciliation agreement so that he may assume his duties.

b) The task of the conciliator shall be confined to bringing the different view points closer and making proposals which may lead to a solution that may be acceptable to the parties concerned. The conciliator shall, within the period assigned for the completion of his task, submit a report thereon to be communicated to the parties concerned. This report shall have no legal authority before a court should the dispute be referred to it.

2. Arbitration

a) If the two parties to the dispute do not reach an agreement as a result of their resort to conciliation, or if the conciliator is unable to issue his report within the prescribed period, or if the two parties do not accept the

solutions proposed therein, then each party has the right to resort to the Arbitration Tribunal for a final decision on the dispute.

b) The arbitration procedure begins with a notification by the party requesting the arbitration to the other party to the dispute, clearly explaining the nature of the dispute and the name of the arbitrator he has appointed. The other party must, within sixty days from the date on which such notification was given, inform the party requesting arbitration of the name of the arbitrator appointed by him. The two arbitrators are to choose, within sixty days from the date on which the last of them was appointed arbitrator, an umpire who shall have a casting vote in case of equality of votes. If the second party does not appoint an arbitrator, or if the two arbitrators do not agree on the appointment of an Umpire within the prescribed time, either party may request the Secretary General to complete the composition of the Arbitration Tribunal.

c) The Arbitration Tribunal shall hold its first meeting at the time and place specified by the Umpire. Thereafter the Tribunal will decide on the venue and time of its meetings as well as other matters pertaining to its functions.

d) The decisions of the Arbitration Tribunal shall be final and cannot be contested. They are binding on both parties who must respect and implement them. They shall have the force of judicial decisions. The contracting parties are under an obligation to implement them in their territory, no matter whether it be a party to the dispute or not and irrespective of whether the investor against whom the decision was passed is one of its nationals or residents or not, as if it were a final and enforceable decision of its national courts.

77. Notwithstanding this dispute resolution procedure, Article 8(1) requires that a State party to the OIC Agreement must provide to covered investors treatment no less favourable than the treatment that the State provides to investors from other States that are not a party to the OIC Agreement:

Article - 8

1. The investors of any contracting party shall enjoy, within the context of economic activity in which they have employed their investments in the territories of another contracting party, a treatment not less favourable than the treatment accorded to investors belonging to another State not party to this Agreement, in the context of that activity and in respect of rights and privileges accorded to those investors.

78. As a result of this provision, in the event that Saudi Arabia offers more favourable rights and privileges to investors from a third country, it must extend the same rights and privileges to investors covered by the OIC Agreement. beIN is therefore entitled under the OIC Agreement to any more favourable protections offered to investors under other investment treaties to which Saudi Arabia is a party, such as the right to more favourable dispute resolution provisions when submitting their disputes to arbitration.
79. For the reasons set forth below, the dispute resolution provisions of the Saudi Arabia-Austria BIT, including in particular those providing investors with the choice of ICSID arbitration, *ad hoc* arbitration under the UNCITRAL Rules, or any other agreed form of dispute settlement, are more favourable to investors compared to the dispute resolution provisions of the OIC Agreement. beIN is therefore entitled to the benefit of them.
80. *First*, the procedure for constituting the arbitral tribunal under the OIC Agreement presents a very real risk of unfair treatment for beIN. Article 17(2)(b) of the OIC Agreement provides that, where a party fails to appoint an arbitrator or the two party-appointed arbitrators fail to agree on the presiding arbitrator, the OIC Secretary General is to make the appointment of the missing arbitrator(s). However, the OIC Secretary General has on multiple previous occasions failed to exercise his power to make default appointments of arbitrators in investor-state arbitrations under the OIC Agreement, preventing the constitution of the arbitral tribunal.<sup>63</sup> Accordingly, in the event that

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<sup>63</sup> As has been publicly reported, the OIC Secretary General has been unwilling to make default appointments of arbitrators on behalf of respondent States, resulting in the inability to constitute a full arbitral tribunal in arbitrations commenced under the OIC Agreement. *See*, for example, Exhibit CL-3: Investment Arbitration Reporter, “After Organisation for Islamic Cooperation Fails to Nominate An Arbitrator to Sit in Investor-State Case, PCA Breaks Stalemate by Designating an Appointing Authority”, dated 31 March 2017; and Exhibit CL-4: Investment Arbitration Reporter, “An Update on Investor

Saudi Arabia fails to appoint an arbitrator or the parties do not agree on the presiding arbitrator, it is likely that the OIC Secretary General will once again refuse to make a default appointment and thereby obstruct the constitution of the arbitral tribunal. Moreover, unlike the UNCITRAL Rules, the OIC Agreement has no provision for the designation of a substitute appointing authority. Consequently, if the OIC Secretary General fails to make a default appointment, beIN would find itself without recourse and be deprived of an arbitral tribunal. The absence of a reliable mechanism to ensure the constitution of an arbitral tribunal renders the OIC Agreement's dispute resolution provisions less favourable than the treatment afforded to investors under the Saudi Arabia-Austria BIT.

81. *Second*, even if the OIC Secretary General were to exercise his power to make default appointments of arbitrators, this would be a cause of serious concern for beIN. The OIC Secretary General, H.E. Dr. Yousef bin Ahmad Al-Othaimeen, is a Saudi national and has previously held a number of senior positions with the Government of Saudi Arabia, up to and including serving as Minister of Social Affairs.<sup>64</sup> Dr. Al-Othaimeen has issued several public statements on political aspects of the relationship between Saudi Arabia and Qatar, and has openly supported the coercive economic measures that the Government of Saudi Arabia has imposed on Qatar.<sup>65</sup> In addition, it appears that Saudi nationals who express support for Qatar may be subject to criminal prosecution in Saudi Arabia, which may have a chilling effect on Dr. Al-Othaimeen's exercise of his powers as the appointing authority under the OIC Agreement.<sup>66</sup> Consequently, even if the OIC Secretary General were to exercise his power as the appointing authority, there are compelling reasons to conclude that he would not do so in an impartial and independent manner in this arbitration where beIN is challenging highly political actions by the Government of Saudi Arabia. Covered investors' access to an impartial

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Arbitration Claims Under the Organization for Islamic Cooperation Investment Treaty", dated 15 August 2018.

<sup>64</sup> Exhibit C-64: Organisation of Islamic Cooperation, Biography of Secretary General, H.E. Dr. Yousef bin Ahmad Al-Othaimeen dated September 2018, downloaded from the OIC website on 12 September 2018.

<sup>65</sup> Exhibit C-65: Organisation of Islamic Cooperation, "The OIC Calls on Qatar to Honor its Commitments", dated 5 June 2017; Exhibit C-66: H.E. Dr. Yousef bin Ahmad Al-Othaimeen, "The Terrorism and Fundamentalist Artery... time to cut it off", Okaz.com, dated 12 June 2017.

<sup>66</sup> Exhibit C-67: Tweet from Saudi News 50 re: Criminal Sanctions for Expressions of Sympathy for Qatar, dated 6 June 2017.

and independent appointing authority under the Saudi Arabia-Austria BIT constitutes more favourable treatment than under the OIC Agreement.

82. *Third*, as noted above, Article 11(2) of the Saudi Arabia-Austria BIT offers the investor a choice among ICSID arbitration, *ad hoc* arbitration under the UNCITRAL Rules, or any other form of dispute settlement agreed upon by the parties to the dispute. The very existence of a choice among alternative *fora* to resolve the investor's dispute under the Saudi Arabia-Austria BIT amounts to more favourable treatment than is provided under the OIC Agreement.
83. *Fourth*, the UNCITRAL Rules provide a more favourable procedural framework for international arbitration, and therefore more favourable treatment, for beIN under the Saudi Arabia-Austria BIT than it would obtain under the OIC Agreement. Among other advantages, the UNCITRAL Rules contain a number of safeguards that guarantee the constitution of an impartial and independent arbitral tribunal, including the requirement that each arbitrator must disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence, the right to challenge any arbitrator based on a lack of impartiality or independence, and the procedure for all such challenges to be decided by an impartial and independent appointing authority.
84. For the above reasons, beIN considers that the dispute resolution provisions under the Saudi Arabia-Austria BIT are more favourable than those set forth in the OIC Agreement. Article 8 of the OIC Agreement entitles beIN to benefit from this more favourable treatment.

**C. The Pre-Arbitral Requirements Under the Saudi Arabia-Austria BIT Have Been Fulfilled**

85. The dispute resolution provisions under Article 11 of the Saudi Arabia-Austria BIT read, in the material part, as follows:

Article 11

1. Disputes concerning investments between a Contracting Party and an investor of the other Contracting Party in connection with these investments in the territory of the former Contracting Party, should be amicably settled as far as possible by consultation or negotiation.

2. If the dispute cannot be settled in the way prescribed in paragraph 1 of this Article within six months of the date when the request for the settlement has been submitted, it shall be, at the request of the investor, filed to the competent court of law of the Contracting Party in whose territory the investment was made, or filed for arbitration:

(a) to the International Centre for the Settlement of Investment Disputes, established under the Convention on the Settlement of Investment Disputes between States and Nationals of other States, opened for signature at Washington D.C. on 18th March 1965, or

(b) by an ad hoc arbitration tribunal established under the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL); or

(c) to any other form of dispute settlement agreed upon by the parties to the dispute.

86. As addressed above, beIN evidently is presenting a “dispute concerning investments” that has arisen “in connection with these investments” in the territory of Saudi Arabia, as required under Article 11(1) of the Saudi Arabia-Austria BIT.
87. Article 11(2) of the Saudi Arabia-Austria BIT provides for consultation or negotiation as a pre-condition to arbitration and, if the dispute cannot be settled amicably within six months, the investor may submit the dispute to arbitration. beIN has sought an amicable resolution to this dispute, in vain, for more than six months.
88. On 26 February 2018, beIN submitted a written notification of an investment dispute to Saudi Arabia’s Minister of Foreign Affairs, H.E. Mr. Abdel bin Ahmed Al-Jubeir, and Minister of Commerce and Investment, H.E. Dr. Majed Bin Abdullah Al Kassabi (the “**Notice of Dispute**”). In this Notice of Dispute, beIN informed Saudi Arabia of the nature of the dispute and the resulting treaty violations with respect to beIN’s investments, and proposed to seek an amicable resolution of the dispute.<sup>67</sup>
89. Regrettably, Saudi Arabia did not respond to the Notice of Dispute. On 29 June 2018, beIN sent Saudi Arabia a follow-up letter to the Notice of Dispute, repeating its offer

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<sup>67</sup> Exhibit C-68: Letter from beIN to Saudi Minister of Foreign Affairs and Minister of Commerce and Investment, dated 26 February 2018.

to seek an amicable resolution of the dispute.<sup>68</sup> This follow-up letter also remains unanswered.

90. In light of Saudi Arabia's flat refusal to engage with beIN's attempts to seek an amicable resolution of the dispute, it is clear that any further attempts by beIN to pursue an amicable resolution will be futile.
91. beIN has therefore complied with the requirement to seek an amicable resolution of this dispute under Article 11 of the Saudi Arabia-Austria BIT and is now invoking its right to commence arbitration. The six-month waiting period running from the date of delivery of the Notice of Dispute elapsed on 26 August 2018.
92. Article 11 of the Saudi Arabia-Austria BIT offers investors the choice to submit their investment dispute to arbitration under the ICSID Convention, to *ad hoc* arbitration under the UNCITRAL Rules, or to any other form of dispute settlement agreed upon by the parties to the dispute. beIN hereby submits its investment dispute with Saudi Arabia to arbitration under the UNCITRAL Rules.

## V. SAUDI ARABIA'S TREATY BREACHES

93. The acts and omissions of Saudi Arabia concerning beIN's investments have violated the protections afforded to investors under the OIC Agreement, including:
  - (a) Article 2 of the OIC Agreement: Guarantee of adequate protection and security;
  - (b) Article 8(1) of the OIC Agreement: Guarantee of treatment not less favourable than that accorded to investors of any third state;
  - (c) Article 10(1) OIC Agreement: Restrictions on expropriation; and
  - (d) Article 11(1) OIC Agreement: Guarantee to investors of free transfer of their investments and returns without discriminatory restrictions or any taxes or charges.

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<sup>68</sup> Exhibit C-69: Letter from beIN to Saudi Minister of Foreign Affairs and Minister of Commerce and Investment (with attachment), dated 29 June 2018.

94. Moreover, by virtue of the MFN clause under Article 8(1) of the OIC Agreement, beIN is entitled to any more favourable substantive protections offered by Saudi Arabia to investors from other States. Saudi Arabia has violated, among other things, several more favourable provisions of the Saudi Arabia-Austria BIT, including:
- (a) Article 2(1) of the Saudi Arabia-Austria BIT: Guarantee of fair and equitable treatment;
  - (b) Article 2(2) of the Saudi Arabia-Austria BIT: Prohibition of impairment by arbitrary and discriminatory measures of the operation, management, use, enjoyment, or disposal of investments;
  - (c) Article 4(1) of the Saudi Arabia-Austria BIT: Guarantee of full protection and security;
  - (d) Article 4(2) of the Saudi Arabia-Austria BIT: Restrictions on expropriation; and
  - (e) Articles 6 and 7 the Saudi Arabia-Austria BIT: Guarantee to investors of free transfer of payments.

## **VI. PROCEDURAL MATTERS**

### **A. Constitution of the Arbitral Tribunal**

95. beIN proposes that the Arbitral Tribunal shall be composed of three arbitrators. beIN further proposes that: (a) each party shall appoint one arbitrator in accordance with Article 9 of the UNCITRAL Rules; and (b) the third arbitrator, who will act as the President of the Arbitral Tribunal, shall be appointed by agreement of the parties within 30 days of the appointment of the second arbitrator. beIN shall shortly make its appointment of an arbitrator in accordance with Article 9 of the UNCITRAL Rules.
96. Pursuant to Articles 3(4)(a) and 6(1) of the UNCITRAL Rules, beIN proposes that the Secretary-General of the Permanent Court of Arbitration at The Hague be designated as the appointing authority for this arbitration.

## **B. Place and Language of the Arbitration**

97. beIN proposes that the parties agree upon a place of arbitration in a neutral country that is a Contracting State under the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Failing agreement, beIN will request the Arbitral Tribunal to fix the place of arbitration in such a neutral country pursuant to Article 18 of the UNCITRAL Rules.
98. beIN proposes that the language of this arbitration shall be English. Failing agreement, beIN will request the Arbitral Tribunal to determine the language of this arbitration pursuant to Article 19 of the UNCITRAL Rules.

## **VII. RESERVATION OF RIGHTS**

99. beIN hereby reserves the right to amend or supplement the Notice of Arbitration, make additional requests for relief or revisions to its requests for relief, and submit such further written submissions, evidentiary materials and legal authorities as may be necessary and appropriate to establish its claims against Saudi Arabia, or as required to do effective justice in this case.

## **VIII. RELIEF REQUESTED**

100. For the reasons set forth in this Notice of Arbitration, beIN respectfully requests that the Arbitral Tribunal award the following relief:
- (a) a declaration that Saudi Arabia is in violation of its treaty obligations under, among other things, Articles 2, 8(1), 10(1) and 11(1) of the OIC Agreement and Articles 2(1), 2(2), 4(1), 4(2), 6 and 7 of the Saudi Arabia-Austria BIT;
  - (b) an order that Saudi Arabia pay to beIN damages resulting from the violations of its treaty obligations, which are estimated to be in excess of USD 1 billion and will be further quantified at the appropriate time in this arbitration;
  - (c) an order that Saudi Arabia pay to beIN interest calculated from the date of the breach until the date of full and final payment;
  - (d) an order that Saudi Arabia pay to beIN all costs and expenses of the arbitration including, without limitation, the Arbitral Tribunal's fees and expenses and

beIN's legal costs, in-house costs, expert costs, witness costs and any other costs and expenses incurred for the preparation and conduct of this Arbitration;

- (e) such further and other relief as the Arbitral Tribunal determines to be just and proper in this arbitration.

All of which is respectfully submitted for and on behalf of beIN Corporation by duly authorized legal counsel.

1 October 2018



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## beIN'S INDEX OF FACT EXHIBITS

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**1 OCTOBER 2018**

Exhibit No.	Description	Date
<b>Notice of Arbitration dated 1 October 2018</b>		
<b>C-1</b>	Certificate of Establishment of beIN Corporation, together with Emiri Decision No. (122) of 2013 and the Memorandum of Incorporation and Articles of Association of beIN Corporation	2013
<b>C-2</b>	Saudi General Commission for Audiovisual Media, Regulation for the Licensing and Rules of the Paid Television Service	2014
<b>C-3</b>	Saudi Council of Ministers Resolution No. 236 Establishing and Regulating the General Commission for Audiovisual Media	10 May 2015
<b>C-4</b>	Saudi General Commission for Audiovisual Media, Pay TV License Granted to beIN	27 February 2014
<b>C-5</b>	Saudi Ministry of Commerce and Industry, Certificate of Registration of Al Oula Al Raeda Trading Company	10 February 2016
<b>C-6</b>	beIN Application to Saudi General Commission for Audiovisual Media for Pay TV License	16 October 2016
<b>C-7</b>	Letter from Saudi General Commission for Audiovisual Media to beIN	8 November 2016
<b>C-8</b>	beIN Internal Email re: GCAM Meeting (without attachments)	20 March 2017
<b>C-9</b>	Letter from Saudi General Commission for Audiovisual Media to beIN	3 May 2017
<b>C-10</b>	Saudi Press Agency, "Kingdom of Saudi Arabia severs diplomatic and consular relations with Qatar"	5 June 2017

<b>Exhibit No.</b>	<b>Description</b>	<b>Date</b>
<b>C-11</b>	Saudi Ministry of Foreign Affairs, "Statement by the Ambassadors of Bahrain and the UAE and the Saudi Chargé d' Affaires"	25 June 2017
<b>C-12</b>	Letter / Invoice from Saudi General Commission for Audiovisual Media to beIN and Al Oula Al Raeda Trading Company	8 May 2017
<b>C-13</b>	Letter from beIN to Saudi General Commission for Audiovisual Media, together with Bank Transfer Notice	23 May 2017
<b>C-14</b>	Letter from beIN to Saudi General Commission for Audiovisual Media	8 June 2017
<b>C-15</b>	Saudi Ministry of Culture and Information and General Commission for Audiovisual Media, Circular	19 June 2017
<b>C-16</b>	Saudi Monetary Authority, Confidential Circular	11 July 2017
<b>C-17</b>	Letter from beIN to Saudi Ministry of Culture and Information, together with Blocking Notifications of beIN Websites	15 June 2017
<b>C-18</b>	Email from Ooredoo to beIN	28 August 2017
<b>C-19</b>	Saudi Commission for Tourism and National Heritage, Circular	8 June 2017
<b>C-20</b>	Letters from Saudi General Commission for Audiovisual Media to beIN Distributors	12 June 2017
<b>C-21</b>	Letter from Saudi General Commission for Audiovisual Media to Southwind Telecom Company	21 August 2017
<b>C-22</b>	Email from Southwind Telecom Company to beIN	25 October 2017
<b>C-23</b>	Tweets re: Confiscation of beIN Set-Top Boxes by Saudi Authorities	25 February 2018
<b>C-24</b>	beoutQ Public Announcement	19 November 2017

<b>Exhibit No.</b>	<b>Description</b>	<b>Date</b>
<b>C-25</b>	Letter from beIN to Saudi Ministry of Culture and Information	15 August 2017
<b>C-26</b>	Letter from Saudi General Commission for Audiovisual Media to beIN	2 September 2017
<b>C-27</b>	Letter from beIN to Saudi Ministry of Culture and Information (without attachments)	13 September 2017
<b>C-28</b>	Letter from Sidley Austin LLP to Saudi Ministry of Media and General Commission for Audiovisual Media (with attachments)	3 September 2018
<b>C-29</b>	Nagra Report, "beoutQ Piracy Overview"	24 June 2018
<b>C-30</b>	Tweet from Mr. Abdulaziz Al-Mriseul with beoutQ Advertisement	18 October 2017
<b>C-31</b>	Evidence of beoutQ Advertising Rate Cards Priced in Saudi Riyals	Undated
<b>C-32</b>	Evidence of beoutQ Carrying Advertising for Saudi Brands	Undated
<b>C-33</b>	Photographs of beoutQ Set-Top Boxes on Sale in Retail Stores in Saudi Arabia	October 2017 / September 2018
<b>C-34</b>	Social Media Posts of Mr. Saud Al-Qahtani and Mr. Abdulaziz Al-Mriseul	June to November 2017
<b>C-35</b>	Nagra Report, "beoutQ Broadcast Piracy – Further Update"	15 August 2018
<b>C-36</b>	Letter from beIN to Arabsat	16 August 2017
<b>C-37</b>	Letter from Sidley Austin LLP to Arabsat (without attachments)	6 December 2017
<b>C-38</b>	Letter from Sidley Austin LLP to Arabsat (with attachment)	26 December 2017
<b>C-39</b>	Letter from Sidley Austin LLP to Squire Patton Boggs (US) LLP (without attachments)	13 July 2018
<b>C-40</b>	Letter from Arabsat to beIN	29 August 2017

<b>Exhibit No.</b>	<b>Description</b>	<b>Date</b>
<b>C-41</b>	Letter from Arabsat to Sidley Austin LLP	14 December 2017
<b>C-42</b>	Letter from Squire Patton Boggs (US) LLP to Sidley Austin LLP	22 February 2018
<b>C-43</b>	Letter from Squire Patton Boggs (US) LLP to Sidley Austin LLP (with attachment)	16 July 2018
<b>C-44</b>	Letter from Sidley Austin LLP to Squire Patton Boggs (US) LLP	18 July 2018
<b>C-45</b>	Declaration of Adam Jacob Muller (BelugaCDN LLC)	20 June 2018
<b>C-46</b>	Declaration of Walid Abdelhalim (beIN Media Group LLC)	27 June 2018
<b>C-47</b>	Social Media Evidence of Saudi Municipalities Organizing Public Screenings of beoutQ's Illegal Pirate Broadcasts of the FIFA 2018 World Cup	June 2018
<b>C-48</b>	Social Media Evidence of Screenings of beoutQ During World Cup at Public Venues in Saudi Arabia	June 2018
<b>C-49</b>	Bloomberg, "Saudis Dismiss Piracy Claim as Soccer Rights' Spat Escalates"	22 June 2018
<b>C-50</b>	Saudi Ministry of Media, Public Statement	23 June 2018
<b>C-51</b>	Saudi Ministry of Media, Public Statement	6 July 2018
<b>C-52</b>	Letter from beIN to the Saudi Ministry of Culture and Information (without attachments)	16 January 2018
<b>C-53</b>	Letter from beIN to Saudi Ministry of Culture and Information	6 March 2018
<b>C-54</b>	Erem News, "Do KSA Sports Channels Mark the Beginning of the Saudi Project to Topple beIN Sports?"	1 March 2018
<b>C-55</b>	Financial Times, "Saudi Arabia Seizes Football TV Rights from Top Broadcaster"	6 February 2018

<b>Exhibit No.</b>	<b>Description</b>	<b>Date</b>
<b>C-56</b>	Arab Gulf States Institute in Washington, "Saudi Arabia Sets Goals for Football On and Off the Pitch"	18 June 2018
<b>C-57</b>	Letter from Saudi Council of Competition to beIN	23 June 2016
<b>C-58</b>	Saudi Council of Competition, Decision No. (214)	16 April 2017
<b>C-59</b>	Saudi Board of Grievances, Judgment Rendered in Administrative Case No. 2100	17 July 2018
<b>C-60</b>	Saudi Council of Competition Protection Committee for Settlement of Violations of Competition Law, Record of Hearing in Case No. 6/39	1 August 2018
<b>C-61</b>	Saudi Council of Competition Protection Committee for Settlement of Violations of Competition Law, Record of Hearing in Case No. 6/39	13 August 2018
<b>C-62</b>	Saudi Council of Competition Protection Committee for Settlement of Violations of Competition Law, Decision No. (155)	13 August 2018
<b>C-63</b>	Egypt Today, "SAFF Boycotts Bein Sports"	5 June 2017
<b>C-64</b>	Organisation of Islamic Cooperation, Biography of Secretary General, H.E. Dr. Yousef bin Ahmad Al-Othaimeen	September 2018
<b>C-65</b>	Organisation of Islamic Cooperation, "The OIC Calls on Qatar to Honor its Commitments"	5 June 2017
<b>C-66</b>	H.E. Dr. Yousef bin Ahmad Al-Othaimeen, "The Terrorism and Fundamentalist Artery... time to cut it off", Okaz.com	12 June 2017
<b>C-67</b>	Tweet from Saudi News 50 re: Criminal Sanctions for Expressions of Sympathy for Qatar	6 June 2017

Exhibit No.	Description	Date
<b>C-68</b>	Letter from beIN to Saudi Minister of Foreign Affairs and Minister of Commerce and Investment	26 February 2018
<b>C-69</b>	Letter from beIN to Saudi Minister of Foreign Affairs and Minister of Commerce and Investment (with attachment)	29 June 2018

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## beIN'S INDEX OF LEGAL EXHIBITS

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1 OCTOBER 2018

Exhibit No.	Description
<b>Notice of Arbitration dated 1 October 2018</b>	
<b>CL-1</b>	Agreement for Promotion, Protection and Guarantee of Investments among Member States of the Organisation of the Islamic Conference
<b>CL-2</b>	Agreement between Saudi Arabia and The Republic of Austria concerning the Encouragement and Reciprocal Protection of Investments
<b>CL-3</b>	Investment Arbitration Reporter, "After Organisation for Islamic Cooperation Fails to Nominate An Arbitrator to Sit in Investor-State Case, PCA Breaks Stalemate by Designating an Appointing Authority", dated 31 March 2017
<b>CL-4</b>	Investment Arbitration Reporter, "An Update on Investor Arbitration Claims Under the Organization for Islamic Cooperation Investment Treaty", dated 15 August 2018