

TECHNICAL SPECIFICATIONS

COMPETITIVE TENDERING FOR THE AWARD OF COMMERCIAL DISTRIBUTION SERVICES WITHIN THE NEWSSTAND CHANNEL



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PART ONE - INTRODUCTION AND PURPOSE

1. GENERAL INDICATIONS

Rai Com - a Rai Group company - is interested in marketing publishing and commercial products through newsstands and large-scale retail outlets. In this context, as part of the portfolio of services offered to its users, RAI COM is looking to select a commercial distributor with extensive coverage throughout the country for the newsstand channel to handle this activity.

Within the scope of this procurement procedure, the **supply** (whose spending limits are established in the request for quotation) concerns commercial distribution through the newsstand channel of:

- publishing products: Magazines/journals, books, diaries, etc., with a frequency to be determined for each individual initiative
- publishing products with gadgets (including, but not limited to, Flowpack, Partwork, etc.) and, more generally, licensing and merchandising products, with a frequency to be determined for each individual initiative

The supply term is set from 07/08/2026 to 31/12/2028, with automatic renewal until 06/08/2030 unless terminated by either party within 180 days of the contract expiry, in addition to the time taken to support the publications in progress at the end of the term. After this term, no further services may be requested.

All provisions of these Technical Specifications must be included in the Economic Offer submitted (see Economic Offer Document).

It is also specified that RAI COM has no obligations regarding products currently distributed through the newsstand channel or already assigned and/or started, as of the handover date when signing the Contract.

In these Technical Specifications, durations expressed in days are to be seen as consecutive calendar days, unless otherwise specified.

1.1 Definitions and Applicable Regulations

For ease of reading the Document, the most frequently used definitions are listed below.

- **Technical Specifications:** this Document.
- **Tenderer:** the participating Company.
- **Supplier:** the Company that provides the services described in this **Document**.
- **Supplier Account:** the person designated by the Supplier to communicate and liaise with Rai Com.
- **Service Fee:** the fee offered by the Tenderer in the Economic Offer.

All existing and future regulations apply to the services covered by this Document, that the Supplier shall undertake to comply with; there shall be no financial consequences in this respect for Rai Com unless expressly envisaged by law.

1.2 Document Structure

These Technical Specifications are made up of the following parts.

- **PART ONE**, consisting of this section of the Document, which describes the scope of the supply and establishes some general conditions.
- **PART TWO** which:
 - describes the specifications of the requested services;
 - defines the applicable service levels;
 - identifies the areas of expertise of the parties involved in providing the services covered by the contract.
- **PART THREE**, containing additional information for the benefit of the Tenderers, which:
 - regulates the procedures by which Rai Com will request services from the Supplier, from time to time, based on the specific needs associated with the provision of the services;
 - provides some information about the services in question, on the basis of which the Tenderers can prepare their Offer.

It is emphasised that the information contained herein is in no way binding on Rai Com nor does it constitute for Rai Com any present or future commitment. These data represent the best of Rai Com's current knowledge, based on the historical data in its possession and past experience.

1.3 Supplier Account

Once the contract has been awarded, the Supplier shall designate an individual, hereinafter known as the "**Supplier Account**," who will liaise, as appropriate, with Rai Com. The Supplier Account will be the Supplier's point of contact with Rai Com (or a third party designated by Rai Com) regarding the services covered by the Technical Specifications for the entire term of the contract, as well as the primary contact if any problems arise.

He/she will therefore be responsible for:

- managing relationships with Rai Com;
- achieving the contract performance targets (provision of services in accordance with requested specifications, compliance with defined SLAs, etc.);
- coordinating the management and control activities of the requested services, activities related to the entire distribution phase, and in general all contractually mandated activities to be performed by the dedicated team of resources;
- implementing the agreed-upon procedures and methodologies, and ensuring the proper functioning of existing processes;
- attending regular meetings, at a frequency to be defined, with Rai Com representatives, to provide updates on the progress of the service provision and to agree upon any corrective actions needed to meet the set timelines and service quality targets. This includes providing Rai Com with the market tools necessary to evaluate its decisions (market research and data).

1.4 Supply Activation

During the activation phase of the services covered by this Document, the Supplier shall undertake not to cause any disruption to Rai Com beyond what is technically unavoidable.

1.5 Supply Termination

By the contract expiry, the Supplier shall undertake to provide adequate support to Rai Com during the handover phase to a potential new (incoming) Supplier or to Rai Com's own internal personnel.

To this end, the Supplier shall undertake not to cause any disruption to RAI COM beyond what is technically unavoidable given the current state of technology and contingent circumstances, and shall therefore guarantee its full cooperation in facilitating the takeover of the services by the new Supplier/Rai Com personnel until all existing services are fully migrated. Any costs related to the change of distributor, during or at the end of the contract term, are included and may not be subject to financial negotiation with Rai Com. As the contract expiry approaches, the Supplier shall also:

- deliver, within 90 (ninety) business days of Rai Com's request, documentation relating to the activities in progress, configurations of all services and systems used in performing the requested services, as well as the entire history of the activities carried out;
- attend any meetings organised by RAI COM at its offices with a minimum of 5 (five) business days' notice.

1.6 Certification statements

The Successful Supplier shall be required to submit a Document, a **certification statement** (for all types of service requested), which constitutes a self-certification stating that:

- the requested distribution service is capable of covering the entire country;
- all operations, including those carried out through local distributors, necessary for distribution are conducted with the utmost diligence. Relationships with the sales network are the exclusive responsibility of the Distributor, including with respect to the conduct of third-party Local Distributors and Resellers;
- Account Statements shall be prepared showing the movements (quantity and value) of individual copies distributed per product, and returns declarations received from the sales network shall be kept available for a period of 1 (one) year from the accounting date of the relevant month;
- all shipping costs for the publications covered by this contract shall be covered in the event that, due to natural disasters, media strikes, or any other cause of force majeure, it becomes necessary and/or appropriate to use extraordinary resources. The parties shall enter into specific agreements to resolve any such issues.

The Supplier shall be required to submit a certification statement for each initiative distributed by Rai Com during the term of the contract.

PART TWO - SUPPLY CHARACTERISATION

2. SUPPLY CHARACTERISTICS

The Supplier shall be obliged to provide a service that allows Rai Com to guarantee to the public the purchase of its published and co-published products through the newsstand channel (by way of example and without limitation):

- publishing products: Magazines/journals, books, diaries, etc., on a monthly, fortnightly, weekly, bimonthly, quarterly and/or four-monthly basis
- gadgets and, more generally, licensing and merchandising products on a monthly, fortnightly, weekly, bimonthly, quarterly and/or four-monthly basis

The Supplier shall be obliged to ensure, throughout the term of the contract, constant monitoring of market opportunities and, where necessary, to provide Rai Com with information regarding developments (including new pricing models) concerning the services provided. In any case, the Supplier shall comply with the provisions set forth below in the Document.

The Supplier shall be obliged to provide the following services:

- preparation of agreed-upon distribution plans;
- shipping, transport and delivery of products for sale to local distributors within the agreed-upon timeframe;
- provision of real-time tracking data for its publications based on agreements made with Rai Com for each individual initiative;
- provision of distribution, return and, more broadly, performance reports with any recommendations for performance improvement;
- provision of overall and sector-specific market data for the development of new initiatives;
- shipping, transport and delivery of promotional materials to local distributors within the agreed-upon timeframes based on what was agreed for each individual initiative with Rai Com;
- recovery of returned copies;
- provision of monthly reports for newsstand returns retained by the Distributor;
- online destruction/pulping for all items not subject to royalties reporting (SIAE and, upon express instructions from Rai Com, as established by the agreements signed by the latter and any entitled parties);
- storage and provision for collection by Rai Com for all items subject to royalties reporting (SIAE and, upon express instructions from Rai Com, as established by the agreements signed by the latter and any entitled parties);
- management of back issues through newsstands;
- related analytical and general accounting;
- payment of fees.

With reference to the services covered by the Contract, the Supplier hereby declares that it shall comply with all legal obligations to the fullest extent and shall adapt to any changes in the law that may occur during the term.

2.1 Management of Individual Initiatives

The Supplier shall be responsible for carrying out the technical operations necessary for the marketing of individual initiatives. All related activities shall be the sole responsibility of the Supplier.

Upon receipt of a Product Distribution Request from Rai Com, the Supplier shall take steps to prepare everything necessary for planning the future distribution, guaranteeing its availability for a meeting for this purpose.

The Supplier shall support Rai Com in carrying out this activity. This process applies to the first distribution as well as to the management of subsequent releases.

In any case, RAI COM reserves the right, at its sole discretion, to hold meetings and to make unilateral requests, even during operations, to verify the conformity of the services provided.

2.2 Returns Collection and Management

The Supplier shall provide a service for collecting products from newsstands and making them available at its warehouses. The Supplier shall notify Rai Com of such product availability and arrange for their collection, if appropriate. The Supplier shall undertake to deliver returns to Rai Com, for each individual release, even in a single shipment if requested. The Supplier may notify of returns on a quarterly basis. From the time of notification, which may also be sent by email, Rai Com will have 30 days to proceed with the collection.

Rai Com will notify the Supplier of the name of its representative instructed to carry out the returns service. If Rai Com does not intend to collect the goods, they may be stored or pulped/disposed of as regulated in more detail in section 3.4.

3. ASSISTANCE SERVICES

3.1 Help Desk for Rai Com

In relation to the services described in this Document, the Supplier shall provide to Rai Com a dedicated Help Desk service for receiving reports and requests from Rai Com regarding the products and their distribution. This service shall ensure the presence of periodic weekly or fortnightly meetings in Rome to allow the parties to agree upon future distribution plans. The Supplier shall provide a telephone number and an email address for accessing the service.

3.2 Help Desk for End Users (Newsstand Customer Service)

Starting from the date of the first release registered as an independent periodical, the Supplier, in relation to the services described in this Document, shall guarantee to Rai Com that it will provide a Customer Service via newsstands for receiving reports from end users regarding:

- requests for general information;
- the sending of back issues or current issues in the event the product cannot be traced.

The Supplier's Help Desk will provide newsagents who receive reports from their customers with a service accessible via telephone and email. This service must:

- be available 6 days a week (Monday to Saturday), possibly with the assistance (but not exclusively) of IVR systems, from 9:00 AM to 9:00 PM.
- provide information, in relation to the services described in this Document, regarding:
 - product knowledge;
 - product costs for the end user;
 - disruptions and timing for restoring correct functionality, in compliance with what is specified below.

The Supplier shall provide a dedicated **telephone number and email address** for accessing the service.

With regard to the above requirements regarding email addresses, it is further specified that the Successful Supplier shall provide an email address (to be agreed upon jointly with RAI) that does not contain any indication of its business name or brand (e.g. Rai.Com.products@successfultsuppliename.it).

3.3 Web Platform for Sales Statistics and Market Data Verification

The Supplier shall provide RAI COM with information relating to all products distributed for the entire term of the Contract. In this regard, the Supplier shall be obliged to provide Rai Com with a web platform that allows, depending on the frequency of the distributed product, online consultation of the following information, even if not definitive:

- distributed products;
- sold products.

The Supplier shall also undertake, through this platform, to provide Rai Com with real-time data visibility for all “computerised” newsstands. Rai Com may request a different panel to track and estimate sales for each individual initiative.

To this end, the Supplier shall provide Rai Com with the access credentials for this web area.

All data uploaded to the platform shall also be made available in a processable format (e.g. .csv, .xls, .txt).

3.4 Specialist Support Services (Warehousing/Pulping/Waste Disposal/Promotion/Redistribution)

The Supplier shall be obliged to provide, through professional resources with proven experience, the specialist support services described in this section, which include:

- returned copy collection: namely the collection from newsstands of all products covered by each Rai Com initiative;
- online destruction/pulping (unless otherwise specified by Rai Com) for all items not subject to royalties reporting (SIAE and, upon express instructions from Rai Com, as established by the agreements signed by the latter and any entitled parties): the Supplier shall independently and under its own responsibility destroy all the above-mentioned products upon collection, at no additional cost to Rai Com. Rai Com shall then invoice the revenues generated by the pulping, net of the costs incurred by the Distributor, which Rai Com reserves the right to have verified by a dedicated company;
- storage and provision for collection by Rai Com (unless otherwise indicated) for all items subject to royalties reporting (SIAE and, upon express instructions from Rai Com, as established by the agreements signed by the latter and any entitled parties): the Supplier shall independently and under its own responsibility take care of placing the above-mentioned products on pallets and storing them at its warehouses. The Supplier shall be responsible for collecting and delivering to Rai Com all copies of each individual release of the initiative in a single shipment, if requested. If collection is not made within 30 days of the storage operations being completed, Rai Com agrees to pay a fee as indicated in the tables below.
- Transport and disposal, if requested by Rai Com, of products stored by the Supplier at its warehouses.
- Sorting, relabelling, and redistribution, if requested by Rai Com, of products stored by the Supplier at its warehouses.

The revenues and costs generated by these services are summarised in the tables below.

Paper Publication Pulping

Handling and transport cost = €2 per quintal

Value returned to Rai Com = 80% of the average value indicated on the Milan Chamber of Commerce Price List ("Magazines" item) with monthly publication.

Currently (January 2026 price list), this average value is €4, so the returned value would be €3.20 per quintal.

To complete the calculation, the algebraic sum of the two items (cost and revenue) would give the publisher an amount of €1.20 per quintal. This value will be recalculated monthly based on the change in value indicated by the Milan Chamber of Commerce.

Returns Storage

The storage cost will be €4 plus VAT per pallet on a monthly basis.

GADGET Destruction

Gadget disposal with shredding = €0.28 per kg

Transport to landfill = €220 per truckload

Sorting, relabelling and redistribution of products

Sorting and labelling €0.098 per processed copy

Pack formation €0.015 per copy

Sorting of rejects €0.040 per processed copy

Any labelling to cover the newsstand sticker €0.040 per copy

Printing of blank labels €0.040 per copy

Printing of labels with size 9.5x5 cm, printed in 1 black colour on yellow adhesive paper (2-colour effect) 50,000 = €0.029 per copy

Delivery cost to the Shipping Centre €220 per truckload

Retail Channel	Material	Display Type	No. of Loc.	Delivery & Posting Cost (Rai Com)	Printing Cost (Rai Com)	Total Cost (Rai Com)
Newsstands	Poster 48.6x63 / 63x86	National Plan "LAUNCH"	25	10,900.00	1,600.00	12,500.00
Newsstands	Poster 48.6x63 / 63x86	National Plan "B" (reduced)	16	6,700.00	1,250.00	7,950.00
Newsstands	Poster 48.6x63 / 63x86	National Plan "C" light	7,3	4,800.00	950.00	5,750.00
Newsstands	Poster 48.6x63 / 63x86	National Plan "D" Milan–Rome–Bologna–Turin	4	2,500.00	800.00	3,300.00
Newsstands	Poster 48.6x63 / 63x86	Summer Plan – High Seasonality	16,2	6,900.00	1,400.00	8,300.00
Newsstands	Poster 48.6x63 / 63x86	Summer Plan – Low Seasonality	22,5	11,000.00	1,500.00	12,500.00

Newsstands	Maxi poster 100×140	National Plan	2,25	4,800.00	700.00	5,500.00
Newsstands	Pre-mounted display 100×140	National Winter Plan	4,5	10,000.00	0.00	10,000.00
Newsstands	Pre-mounted display 100×140	National Summer Plan	3,6	13,500.00	0.00	13,500.00
Newsstands	Newsagent circulars (A4 format)	National Plan "LAUNCH"	22	0.00	950.00	950.00
Newsstands	Die-cut display	National Winter Plan	5	5,800.00	Not planned	—
Newsstands	Die-cut display	National Red Plan	3	3,000.00	Not planned	—
Newsstands	Rotor 100×140	Milan (display for 2 days)	150	3,500.00	751.00	4,251.00

After defining the values for each item indicated, the Supplier shall issue a quarterly report detailing the activities carried out. Upon acceptance of the report, which will take place no later than 5 days after its receipt, Rai Com shall send the Supplier an implementation contract, the reference number of which must be indicated on the invoice; Rai Com shall make the payment within 60 days after the end of month invoice date.

3.5 Service Compliance Verifications

Within 180 (one hundred and eighty) business days of receiving the report referred to in sections 4.3 and 4.4 below, Rai Com may conduct compliance verifications on the services provided.

4. QUALITY AND SERVICE LEVELS

This section contains a description of the service quality parameters that the Supplier shall comply with in providing them.

As specified in more detail below, the Supplier shall be required to prepare a monthly report to be submitted to Rai Com. This report will contain, for each defined SLA parameter:

- turnover generated for the month;
- estimated value; provisional and final product statistics for the month;
- any additional information regarding the type of product distributed;
- geographical distribution of sales by Nielsen Area/region/Local Distributor.

4.1 Definitions

The Supplier shall be required to report independently any service disruptions. For this reason, the date/time of the report by Rai Com, or the date of the proactive report by the Supplier, will be used to determine the report time (start of the service disruption).

- **Service availability time:** the newsstand date of the start of distribution.
- **Service modification time:** the time, measured in hours, between the time of Rai Com's request in relation to minor ongoing distribution verification requests (i.e. 1-3 day reports; reports of product unavailability in certain areas of the country) and the time of the Supplier's response.
- **Diagnosis time:** the time, measured in days, between the report of the service disruption (by Rai Com or by the Supplier in the case of proactive reporting of the service disruption) for significant requirements (distribution delay).
- **Service restoration time:** the time, measured in days/hours, between the time the disruption is reported (by Rai Com or by the Supplier in the case of proactive reporting of the service disruption) and the time it ends. The disruption will be closed according to the following procedure:
 - the Supplier shall notify Rai Com that the disruption has been resolved;
 - Rai Com shall conduct its own checks to ensure that the issue has been resolved/the service has been effectively restored (the time count shall continue in the meantime) and may provide the Supplier with:
 - a positive response
 - a negative response
- **Communication delay time:** the time, measured in hours, between the time the Supplier receives the processed data and the time it is sent to Rai Com.
- **Economic report submission time:** the economic report shall be submitted by the Supplier to Rai Com each month within 30 calendar days of the last day of reference of the same (e.g. the report for the 30th April period must be submitted by 30th May).

4.2 Target SLA

The Supplier shall have 7 calendar days to distribute the product throughout the country, starting from the date of delivery of the goods by Rai Com or its representative to the address indicated by the Supplier.

For each **parameter** defined in the previous section, the **Target Value (Target SLA)** is indicated below: this is the maximum limit value of the parameter, beyond which the relevant penalty is applied.

Service Levels	
Parameter	Target Value (Target SLA)
Distribution	Delays with respect to the newsstand day
Response to the request for information on the distribution in question (surveys, performance information, data for defining subsequent print runs, etc.)	24 hours
Product replenishment (if stocks are available at central warehouses)	48 hours (72 for the islands)
Service restoration time	24 hours
Time to distribute reprints (from shelf delivery) across the country	48 hours (72 for the islands)
Delay in reporting errors in relation to the receipt of processed data	24 hours
Economic report submission time	30 (thirty) calendar days from the last day of reference of the report

Table 1 – Target SLA

4.3 Economic Report and Supplier's Related Obligations

The Successful Supplier shall undertake to submit monthly economic reports to RAI COM within 30 calendar days of the last day of the month of reference. The economic report must contain the following information (**N.B.: All amounts are net of VAT**):

Economic Report - Month of Reference ____/____	
Description	Total amount € (excluding VAT)
A) Estimated total amount collected for each individual product for the month	_____
B) Estimated total service fee (distribution share) for the products for the month	_____
C) Estimated RAI COM revenue for the products for the month = A-B	_____

Table 2 – Economic Report Information

Specifically, with reference to the previous table:

- The amount referred to in point **A) "Total amount collected"** is calculated by multiplying the number of copies estimated by the Supplier to have been sold by the cover price.
The company shall undertake to provide Rai Com with the necessary resources to perform a conformity verification of the services provided for each transmission and/or by way of a random check.

- The amount referred to in point **B) "Total service fee"** is calculated by multiplying the "Service fee" offered by the Supplier - which varies in relation to the tariff based on the turnover, as specified in more detail below - by the "total amount collected". The company shall undertake to provide RAI COM with the necessary resources to perform a conformity verification of the services provided.

For example:

- A) **Total amount collected for publishing products at €1.00:** €1.00 (net of 4% VAT) x 1,000 copies = total amount €1,000.
- B) **Total service fee (distribution share):** €1,000 x 30% = total amount €300.
- C) **RAI COM revenue:** €1,000- €300 = total amount €700.

Rai Com shall pay the publishing VAT; this example is purely indicative and refers to a product that is not subject to the mixed VAT regime (gadgets, DVDs).

For specific initiatives, Rai Com reserves the right to ask the Supplier to provide a financial advance. The terms of this advance shall be agreed upon in good faith between the parties in accordance with market rules.

4.4 Technical Report and Supplier's Related Obligations

The Supplier shall submit a report containing all information indicated in this section of the Document and with reference to the service levels defined above regarding the services covered by this Document. The report shall be submitted by the Supplier to Rai Com each month (within 30 calendar days of the last day of reference of the same), starting from the date of signature. Specifically, for each distribution, the report shall contain all the information indicated below.

Subject	Content of the report
Number of releases for the month	Indicate the total number of releases counted for the period.
Distribution performance	Indicate with reference to the previous two-month period: <ul style="list-style-type: none"> • Number of releases pertaining to the two-month period of reference (releases and title) • Product sales data pertaining to the two-month period of reference • Comparison with previous two-month period
Any disruptions	Indicate with reference to the previous two-month period: <ul style="list-style-type: none"> • The continuing disruption • Disruptions and any resolution of the same
Market performance (referring to month n-2)	Report on the general market performance of the newsstand channel by product category (DVDs, books, etc.), including any indications of individual initiatives and publications, according to a list agreed upon between the Supplier and Rai Com.

Table 3 – Technical Report Information

It is further specified that, in the event of service disruptions, the Supplier shall do everything within its power to achieve the restoration of the service, providing Rai Com with updated and continuous evidence of the status of the issues and of its communications with local distributors in connection with such disruptions.

Rai Com reserves the right to claim compensation from the distributor for any serious service disruptions, which the Supplier shall not unreasonably deny.

PART THREE - ADDITIONAL INFORMATION FOR THE BENEFIT OF THE TENDERERS

5. PROCEDURES FOR THE REQUEST FOR SERVICES BY RAI COM

With reference to the services covered by this Document and in compliance with the procedures defined therein, Rai Com shall promptly inform the Supplier of its intention to proceed with a distribution, with the exception of any celebratory distributions.

To this end, Rai Com shall submit to the Supplier, approximately 20 (twenty) calendar days in advance (this indication will not, however, constitute a binding obligation for RAI COM), a "Service Activation Request." The request, which may also be submitted by e-mail, shall contain information on the type of service to be activated:

- distribution start date (duration and frequency);
- product type;
- product description;
- communication medium;

and other data deemed useful by Rai Com for the purpose of assessing the extent of the service.

6. FURTHER INFORMATION FOR TENDERERS

With reference to the requirements of the Technical Specifications, it is emphasised that:

- Rai Com shall not send advertising or other communications that could lead callers to believe that the services are provided by the Supplier, as Rai Com and/or its co-publisher are editorially responsible for them;
- Rai Com shall offer consumers products that do not damage the Supplier's image or conflict with Rai Com's commitments, any applicable laws, regulations or other applicable legislation.

It is emphasised that the information provided in this document is in no way binding on Rai Com nor does it constitute for Rai Com any present or future commitment. These data represent the best of Rai Com's knowledge and information currently available, based on the historical data in its possession and past experience.

- **RAI Com turnover 2025, net of cover price returns: approximately €710,000**