RUGBY GLOBAL MEDIA

& THE RUGBY DEVELOPMENT BOND

The Complete Solution. Global Season, Leagues, Tournaments, Unions, Player Development & Capital Solution. The plan You Always wanted.

$15bn Consolidated Raise — White Paper

PUBLISHED WHITE PAPER

Open for public review and distribution — theboxkick.com

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Foreword

This document is published as an open white paper. It is not a confidential memorandum, a term sheet, or a private proposal to any governing body. It is a complete structural proposal for the refinancing and reorganisation of global professional rugby, made available in full so that it can be read, interrogated, and debated by anyone with a stake in the sport's future.

That openness is deliberate. Rugby has been managed, for most of its professional era, through closed conversations between a small number of institutional actors — unions, private equity sponsors, broadcast partners — whose interests have not always aligned with those of the sport's wider community. The result is a sport that is structurally under-monetised, commercially fragmented, and financially precarious at the club level, despite having one of the most passionate and commercially valuable fanbases in world sport.

The proposal set out here — Rugby Global Media and the Rugby Development Bond — has been developed over an extended period with the benefit of detailed financial modelling, structural analysis, and accumulated expertise from across the sport. It is not a fan's wishlist. It is a capital structure, with a governance architecture, a phased implementation plan, and a coherent theory of how rugby gets from where it is to where it should be.

We are publishing it openly and inviting scrutiny — from analysts, from coaches, from former players, from journalists, from supporters, and from the content creators and commentators who have spent years thinking rigorously about the sport's problems. That scrutiny is not a risk to the proposal. It is the point. A serious idea should survive serious examination. We are confident this one does.

Rugby has never lacked for opinions on what needs to change. This document sets out how. We are publishing it openly because the people who care most about this sport deserve to see the full argument — not a summary, not a press release. The complete proposal. Take it apart if you can and let's start the conversation.

Waldo de Vleeschauwer — June 2026

Executive Summary

Rugby has, in 2026, the most favourable structural moment in its professional history. The Nations Championship launches in July, giving the Test calendar its first coherent spine. World Rugby's reform programme has aligned the major unions around a single international structure. The R360 disruption has been deferred to 2028, buying the establishment a window to act. And institutional capital — patient, infrastructure-grade money — is actively seeking sports IP exposure following the success of comparable plays in football, motorsport, and combat sports.

This document sets out a capital structure designed to capture that moment. It proposes the consolidation of global rugby commercial rights into a single holding entity (Rugby Global Media, or RGM) and the simultaneous issuance of a long-duration social impact bond (the Rugby Development Bond, or RDB) which contractually subordinates institutional returns to grassroots reinvestment.

The combined raise is $15 billion. Of this:

- **$4.5bn** institutional primary equity into RGM at a $15bn pre-money valuation (30% stake)
- **$4.0bn** senior secured notes against contracted broadcast revenue (12-year, target Baa1/BBB+)
- **$1.5bn** subordinated hybrid notes (15-year, participating in commercial upside)
- **$5.0bn** Rugby Development Bond — ESG-classified, 30-year, ring-fenced for community game investment

Total enterprise value implied: $22–25bn, positioning rugby in the peer group of Formula One (Liberty Media, ~$20bn), UFC/TKO Group (~$15bn), and at approximately 50–60% of the Premier League's implied value (~$35–40bn). This represents a credible re-rating from rugby's current fragmented monetisation, justified by the consolidation thesis and structural growth vectors detailed in Section 2.

The capital structure is designed to solve five problems simultaneously: (i) the fragmentation of commercial rights across unions, leagues, and competitions; (ii) the absence of long-duration institutional capital in the sport; (iii) the under-monetisation of rugby relative to its cultural and commercial footprint; (iv) the structural underfunding of the community game and emerging markets; (v) the existential overhang of historical concussion litigation.

The structure deliberately privileges patient capital over extractive capital. The Heritage Lock provisions, the Development Bond's senior claim on gross revenue, and the supporters' golden share mechanism are not concessions — they are the value proposition. They are why rugby can attract pension fund and sovereign wealth capital that football has structurally failed to retain on aligned terms.

1. Strategic Context

Rugby's commercial failure is not a demand problem — it is an architecture problem. The sport has the audience, the markets, and the broadcast reach to generate multiples of its current revenue, but no single entity has ever been built to monetise them at scale. This section diagnoses the structural causes and identifies the specific convergence of events in 2026–2027 that makes this the right moment to act.

1.1 The diagnosis

Rugby's commercial position in 2026 reflects a structural failure rather than a market failure. The sport has a passionate, affluent, globally distributed fanbase and a fixture calendar that includes some of the most-watched sports broadcasts in Europe and the Southern Hemisphere. Yet its aggregate commercial value is a fraction of what comparable cultural footprints command in other sports.

The cause is fragmentation. Commercial rights to international rugby are split between Six Nations Rugby (Six Nations, now Nations Championship via the joint venture with SANZAAR), SANZAAR (Rugby Championship, Super Rugby), World Rugby (Rugby World Cup, Sevens), and the Lions company. Club rights sit with the Premiership, Top 14, URC, Super Rugby, and Major League Rugby separately. Each entity negotiates its own broadcast deals on short cycles. Each undersells because there are competing sellers. The bundle that fans want — year-round premium rugby on one platform — does not exist commercially because no single entity has the rights to construct it.

The introduction of the Nations Championship in 2026 represents the first meaningful consolidation in the Test game. But it is partial: the Six Nations and Rugby Championship retain their standalone identities, the Lions remain separate, and club rugby is entirely outside the structure. The next step — and the one this document proposes — is to bring the commercial exploitation of all premium rugby rights under a single holding entity while preserving the sporting and operational autonomy of the underlying competitions.

1.2 Why now

Four factors converge to make 2026–2027 the right window:

- **Nations Championship establishment.** The inaugural competition in 2026 creates the consolidated product around which RGM can be built. Year one performance will set the multiple at which institutional capital prices the asset; first-mover advantage in capital raising matters.
- **Rugby World Cup 2027 in Australia.** Brings the sport to peak global attention exactly when capital deployment begins. RWC 2031 in the US and RWC 2035 (likely Africa) provide the long-dated growth narrative.
- **R360 deferral to 2028.** Provides a narrow window to consolidate before a parallel structure forces fragmentation rather than rationalisation. The defensive logic alone justifies the raise; the offensive logic is the multiple expansion.

- **CVC exit opportunity.** CVC's positions in Six Nations Rugby, the Premiership, and the URC are approaching natural exit points in their fund lifecycles. A consolidating buyer can acquire all three at a coordinated valuation, capturing the conglomerate discount and eliminating CVC's ongoing extractive economics.

1.3 The structural growth vectors

The valuation case rests not on current cash flows but on five compounding growth drivers, each independently credible:

- **Women's game.** Currently compounding at 25%+ annual revenue growth. Rugby World Cup 2025 in England demonstrated commercial viability at scale. The Red Roses are fully professional; most Tier 1 women's squads are not. The runway to professional parity is 5–10 years and the commercial upside is structural.
- **US market.** LA28 Olympics (Sevens), RWC 2031, and Major League Rugby maturity create a coherent commercial proposition for the first time. US sports rights inflation is the single most reliable trend in global media; rugby's entry point is favourable.[1]
- **Asian markets.** Japan post-2019 has demonstrated sustainability. Hong Kong's inclusion in the Nations Cup pathway and the growth of rugby in South Korea, Singapore, and increasingly mainland China create regional commercial density.
- **Direct-to-consumer streaming.** Rugby's current broadcast model is sub-scale for premium streaming partners but ideal for a unified rugby+ DTC offering. The integrated rights bundle is what makes this commercially viable.
- **Data, betting, and second-screen monetisation.** Currently fragmented and dramatically under-monetised relative to football, cricket, or American sports. Consolidation alone unlocks $200–400m of incremental annual revenue at maturity.

[1] World Rugby / IOC official announcements. Rugby Sevens confirmed for LA28 Olympics; Women's RWC 2025 England; Women's RWC 2029 Australia.

1A. The Global Season and Player Welfare: The Same Problem

The calendar is not just rugby's commercial problem — it is its most serious human one. No single entity in the sport currently has both the authority and the financial incentive to protect a player's aggregate load across clubs, unions, and hemispheres. This section argues that calendar fragmentation and player welfare are the same structural problem, and that RGM is the first entity whose commercial interests and player welfare interests point in exactly the same direction.

The white paper's commercial thesis rests on consolidation. But consolidation is not only a commercial argument. The fragmentation of global rugby's calendar is simultaneously the sport's most serious human problem. The elite rugby player in 2026 operates in a system designed by competing interests — clubs, national unions, the Sevens Series, regional competitions, World Rugby — none of which has the authority or the incentive to prioritise the player's aggregate load over the season as a whole. Each entity protects its own window. Nobody protects the player across all of them. The result is structural overwork at the highest level of the sport, driving injury rates, shortened careers, and a growing cohort of elite players — and their legal advisors — raising fundamental questions about duty of care.

RGM does not solve this by being a regulator. It solves it by being the single commercial entity whose financial interests are directly damaged when elite players break down, burn out, or retire early. That alignment of incentive — commercial interest and player welfare pointing in the same direction — is what no prior governance structure has been able to create. This section sets out why calendar fragmentation is the welfare problem, how the consolidated global season addresses it structurally, and how RGM's capital enables the deeper squad investment that is the second half of the solution.

1A.1 The calendar as a welfare problem

A top-tier international player in 2026 can realistically be expected to play: a full domestic club season (Top 14 is 26 regular-season rounds plus play-offs; the Premiership runs to 22 rounds plus knock-outs; the URC is comparable); Champions Cup pool stages and knock-outs; Six Nations or Rugby Championship; a summer international tour or Nations Cup window; Autumn Internationals; and, in World Cup years, a tournament that adds six or more test matches to the year. At the extreme, an elite player rotating between all of these is facing upwards of 35–40 matches per season. Add travel — long-haul flights between hemispheres, often within 72 hours of a test match — and the aggregate physiological burden is not a professional sports calendar. It is an endurance test with collision sport embedded in it.

The concussion litigation context makes this more than a sports science debate. Multiple class actions are active or concluded in the UK, France, and Australia. The legal argument in each case shares a common foundation: that the governing bodies and competition operators knew, or should have known, that the aggregate contact load placed on professional players exceeded what could be managed safely, and that they failed to act. A calendar that is structurally incapable of guaranteeing any player minimum recovery windows — because no single entity controls it — is not merely poor practice. It is a latent liability. The $250m concussion legacy fund in the RDB (Section 5.3) addresses the historical tail. The global season addresses the ongoing source.

The current calendar also destroys the commercial product it is supposed to protect. A Six Nations match played by squads depleted by club injuries, with key players rested under club agreements, is a lesser commercial product than the same fixture played by full-strength sides. Broadcasters know this. Sponsors know this. The audience knows this — they watch the full-strength test match and ignore the weakened one. The fragmented calendar therefore simultaneously damages player welfare and undermines the commercial value of the very fixtures it is ostensibly trying to stage. These are not two separate problems with two separate solutions. They are one problem with one structural cause: no single entity has the authority to set and enforce a coherent global season.

1A.2 What a consolidated global season actually means

RGM does not set the sporting calendar. That authority remains with World Rugby. What RGM does is create, for the first time, a single commercial entity whose revenue depends on the calendar functioning coherently — and which therefore has both the incentive and the leverage to enforce it. The mechanism is commercial rather than regulatory: clubs that cooperate with the agreed international release windows receive a defined share of the consolidated international broadcast revenue. Clubs that do not, do not. The Nations Championship launching in 2026 is the first proof point; the full global season is the destination.

A properly structured global season has four non-negotiable design features from a player welfare perspective, each of which is commercially enforceable under RGM's consolidated rights architecture:

- **A hard annual match ceiling for contracted elite players.** No player on a Tier 1 international programme plays more than a defined maximum number of matches in a rolling 12-month period — club and international combined. This ceiling is set by World Rugby, embedded in the RGM rights-contribution agreements with participating unions, and enforced through the revenue-share mechanism. A club that fields an ineligible player or breaches a rest obligation forfeits its revenue-share payment for that window. The financial penalty is the enforcement mechanism.
- **Protected recovery windows.** Minimum contiguous rest periods — at least four weeks at end of season, and structured mid-season breaks of no less than two weeks — are written into the global calendar and cannot be overridden by any competition without World Rugby dispensation and RGM governance approval. These are not aspirational guidelines. They are contractual conditions of participation in the consolidated rights bundle.
- **No overlap between international windows and domestic competition.** The current system allows the Six Nations, the Rugby Championship, and the Autumn Internationals to run alongside domestic league rounds in some territories, forcing clubs either to release players mid-competition or field weakened sides. Under the consolidated calendar, international windows are dark for domestic competition. The commercial argument and the welfare argument are identical here: a Six Nations weekend where every club releases its internationals and plays a meaningless undercard fixture serves nobody.

- **Travel load as a first-class welfare metric.** Long-haul travel is not neutral. A player flying London–Johannesburg–London for an Autumn International and returning to a Premiership fixture 96 hours later is not simply playing a match; they are playing a match at the end of a physiological insult. The global calendar must account for travel time as part of the recovery calculation, not as an administrative footnote. RGM's consolidated scheduling authority — controlling when and where fixtures are placed globally — makes this enforceable in a way that bilateral arrangements between individual unions and clubs have never achieved.

1A.3 Money is the second half of the solution

Calendar reform addresses the structural cause of overwork. But even a perfect calendar does not protect a player if their club or union cannot afford the squad depth to rotate them. The current professional rugby economy — chronically undercapitalised at club level, with wage-to-revenue ratios in the Premiership running at 98% and several unions reporting losses — forces coaches to play their best players through fatigue, minor injury, and inadequate recovery because the alternative is fielding a side not capable of winning. This is not negligence. It is rational behaviour under financial constraint. Remove the constraint and the behaviour changes.

The consolidated revenue uplift RGM generates — through the broadcast tender, DTC revenue, and sponsorship consolidation described in Sections 4 and 13 — flows to clubs and unions via the minimum-guarantee and revenue-share mechanisms built into the rights-contribution agreements. More money at club level means larger and deeper professional squads. Deeper squads mean genuine rotation. Genuine rotation means elite players play fewer matches per season not because a rule says they must, but because there is a credible professional-grade alternative available to replace them. This is the rugby equivalent of what financial investment did for football squad depth in the 1990s: it turned rotation from an admission of weakness into a competitive strategy.

The RDB's Tier 2 union capacity programme (Section 5.3, $250m) compounds this effect at the international level. Deeper professional programmes in Georgia, Uruguay, the USA, Portugal, and Chile mean more players capable of competing at the top international tier — which means the pool from which Tier 1 squads select is larger, genuine competition for places is stronger, and the pressure on individual star players to be irreplaceable is reduced. Player welfare, squad depth, competition quality, and commercial value are not in tension. They are the same virtuous cycle, and capital is what starts it turning.

1A.4 The incentive alignment that makes this real

Every previous attempt to impose calendar discipline in professional rugby has failed because the entity attempting it had authority over some participants and not others. World Rugby can mandate international windows; it cannot stop Top 14 scheduling a round during one. The RFU can agree player-release protocols with Premiership clubs; it cannot bind the FFR. SANZAAR can set a Rugby Championship schedule; it cannot prevent it clashing with the European season. The fragmentation of authority is not a political failure that better governance will fix. It is a structural feature of a sport where commercial rights are held by twenty different entities pulling in twenty different directions.

RGM changes the incentive structure rather than the governance structure. Under the consolidated model, every club and union that participates in the rights bundle has a direct financial interest in the calendar working — because their revenue share depends on it. A club that breaches a recovery window loses money. A union that schedules against an international window loses money. An entity that refuses to align with the consolidated calendar simply opts out of the revenue share that the consolidation creates. The financial incentive to cooperate is not a threat; it is the most powerful alignment mechanism rugby has ever had, and it operates independently of whether any individual participant believes in the welfare argument. They do not need to believe in it. They need to follow the money. The money follows the consolidated season. The consolidated season protects the players.

1A.5 What this means for the long game

The career of an elite rugby player is shorter than it should be. The average international career has been estimated at fewer than 30 caps for most Tier 1 nations; the physical demands of the professional game mean that many players reach their peak and begin to decline before they are 30. A well-managed player — properly rested, properly rotated, playing on a coherent calendar with enforced recovery periods — is a longer career, a richer commercial asset, a more bankable face for the DTC platform, and a safer long-term investment for the clubs and unions that develop them.

There is a further dimension that the commercial analysis does not capture but that belongs in an honest account of what RGM is trying to build. Rugby's players are the sport. Not its administrators, not its rights holders, not its broadcast partners. The men and women who play at the highest level are the reason the product has value, the reason 340 million people describe themselves as fans, the reason the consolidation thesis works at all. A sport that structurally destroys its players through overwork is not only negligent and legally exposed. It is eating its own seed corn. RGM's commercial success depends on great players being available, healthy, and playing at their best. Player welfare is therefore not a cost centre, a regulatory burden, or a reputational consideration. It is a direct input to the commercial model, and it deserves to be treated as one.

Three threads run through this section and connect in a single proposition, stated here so the argument is explicit rather than assembled by the reader. Thread one: RGM distributes approximately $840m annually to rights-contributing unions by Year 5 — minimum guarantees and revenue share above the floor — which flows to clubs, which funds the squad depth that makes genuine rotation possible and removes the financial pressure that currently forces overplaying. Thread two: the consolidated global season imposes four calendar protections as contractual conditions of RGM participation, enforced by financial penalty rather than regulatory authority, meaning compliance follows the money rather than requiring governance that does not exist. Thread three: $400m of dedicated player welfare funding within the RDB Trust (the $250m concussion legacy fund and $150m welfare research endowment, both bankruptcy-remote) addresses the historical liability, while a separate $600m forward welfare endowment within RGM's own use of proceeds addresses the ongoing investment in current players' health and careers. The three threads are not separate programmes. They are one argument: rugby's commercial value depends on its players, and the structure proposed here is designed so that protecting the players and growing the commercial value are the same objective, served by the same entity, funded by the same capital.

Cross-references: Heritage Lock player-load threshold provision in Section 6.2; IRPA Player Lock in Section 6.3; concussion legacy fund and welfare endowment in Section 5.3; forward player welfare endowment in Section 3.4 use of proceeds; Top 14 season length and format question in Section 7.3.4; calendar alignment as a club competition mechanism in Sections 7.3.3, 7.4.3, and 7.9; Sevens dual-code load problem in Section 4A.4.

1A.6 The RGM global season: specific dates, year types, and Day Zero

Day Zero for the RGM global season is 14 November 2027 — the day after the Rugby World Cup 2027 Final at Stadium Australia. Everything set out in this section takes effect from the 2028 season. The 2026 and 2027 seasons operate under the existing confirmed calendar frameworks from World Rugby and SANZAAR; RGM uses those years for formation, capital raising, and rights consolidation. From 2028, the consolidated calendar is the operating reality, not an aspiration.

Before setting out the calendar, one structural inequity in the current system must be named and corrected. Under the existing framework, the Six Nations delivers Northern Hemisphere teams five competitive rounds of high-stakes international rugby across February and March — match sharpness, team cohesion, pattern-of-play consolidation — whilst SANZAAR nations have no equivalent structured competition in that window. In non-Rugby Championship years (2026, 2030), SANZAAR fills August–September with bilateral tours rather than a tournament. In Rugby Championship years the competition runs August–September regardless. The February–March window is empty for the South in every year. This is a structural imbalance. Six Nations teams arrive at the July Nations Championship window having played five hard international matches; SANZAAR teams arrive from pre-season and bilateral friendlies. The same imbalance operates heading into a World Cup: Northern Hemisphere teams have a competitive engine that runs from February; Southern Hemisphere teams do not have one that starts until August. This is not sustainable in a genuinely consolidated global game, and the RGM calendar framework addresses it directly from Day Zero.

The RGM fix: a Southern Hemisphere Championship (February–March)

From 2028, a structured Southern Hemisphere Championship runs in parallel with the Six Nations — same window, same prestige, same competitive function. The format: New Zealand, South Africa, Australia, Argentina, Fiji, Japan. Six nations, five rounds of home-and-away fixtures, 5 February–14 March. It mirrors the Six Nations window exactly. In Nations Championship years it feeds directly into the July combined window. In World Cup years it is the primary pre-tournament preparation block for Southern Hemisphere nations, alongside the Rugby Championship in August–September.

Fiji and Japan are included because both are now permanent Nations Championship members and both deserve a structured preparation competition. Fiji's inclusion in the SANZAAR group is overdue on performance grounds. Japan's inclusion anchors the Asia commercial market and gives League One a winter international fixture programme that does not exist today. The February–March window is the only window in the Japanese domestic calendar where clubs release players without significant commercial disruption, given League One runs December–June.

This competition sits fully within the RGM consolidated rights bundle. It is not a SANZAAR bilateral arrangement or a series of friendly matches. It is a named, branded, commercially exploited championship with a trophy, a broadcast package, and a sponsor tier. Its commercial profile mirrors the Six Nations: five weeks of premium international rugby in the February–March window, broadcast live globally on the RGM DTC platform and licensed to wholesale partners in each territory.

Year Type A: Standard Nations Championship year (2028, 2030...)

This is the core year type. The calendar runs as follows, with all dates given as the 2028 template:

- **1 Dec – 31 Dec (Year -1 rest block).** Mandatory rest. No competitive fixtures. No club pre-season before mid-December. This follows the November international window of the preceding year and is the first protected rest period in every season.
- **1 Jan – 31 Jan: Club season opens.** Domestic leagues begin. Top 14, Premiership, URC, Super Rugby Pacific, League One all in pre-season or early rounds. No international fixtures.
- **5 Feb – 14 Mar: Dual championship window.** Six Nations (Northern: England, France, Ireland, Italy, Scotland, Wales) and Southern Hemisphere Championship (Southern: New Zealand, South Africa, Australia, Argentina, Fiji, Japan) run simultaneously across the same five weekends. All domestic club competition globally suspended on international weekends. Both championships are named competitions within the RGM consolidated rights bundle, broadcast together as a paired global event on the DTC platform.
- **15 Mar – 30 Jun: Club season peak.** Domestic competition continues uninterrupted. Champions Cup knock-outs (Apr–May). Top 14, Premiership, URC semi-finals and finals (May–Jun). Super Rugby Pacific finals by end of June. No international windows. Mandatory four-week rest from last competitive fixture for all players whose clubs are eliminated or finish their season. This window is commercially protected — it is the knock-out phase of every major club competition and the calendar does not touch it.

- **5 Jul – 19 Jul: Nations Championship — Round 1 (Southern Hemisphere-hosted).** Three rounds of cross-hemisphere fixtures. SANZAAR/Pacific nations host Northern Hemisphere opponents. All domestic club competition globally suspended. No player whose last club competitive fixture was after 31 May plays in this window without confirmed medical clearance — the mandatory four-week rest takes precedence over selection.
- **20 Jul – 30 Sep: Southern Hemisphere domestic phase + Rugby Championship.** Super Rugby Pacific play-offs conclude by end of August. Rugby Championship runs August–September (2028, confirmed SANZAAR calendar). Northern Hemisphere club leagues resume in late August. League One Japan opens December–June; no overlap. Rugby Championship and Super Rugby Pacific are within the RGM consolidated rights bundle.
- **1 Oct – 9 Oct: Mandatory mid-season break.** Nine days. No competitive fixtures globally. Transition from Southern to Northern Hemisphere hosting. Any club scheduling a competitive fixture in this window forfeits its November window revenue-share allocation. Non-negotiable.
- **10 Oct – 29 Nov: Nations Championship — Rounds 2–3 and Finals Weekend (Northern Hemisphere-hosted).** Three rounds of cross-hemisphere fixtures hosted in the North, concluding with Finals Weekend at Twickenham 27–29 November. All domestic club competition suspended on Nations Championship weekends. Champions Cup pool stage matches fill the non-international weekends within this block — the calendar's most commercially dense period. In 2028 this also includes the LA28 Olympics Sevens overlay: a two-week dual-code release window in July for any player selected by their national Sevens programme, managed within the July international break.
- **30 Nov – 31 Dec: Second mandatory rest block.** Minimum four weeks from last competitive fixture. For players in the Finals Weekend (29 Nov), no competitive club fixture before 27 Dec. Season ends.

Year Type B: World Cup year (2031, 2035...)

The World Cup year is the most structurally complex and the most welfare-critical. The tournament occupies six weeks of what is otherwise domestic club competition and the November international window. RWC 2031 in the USA provides the first Day-Zero-compliant World Cup reference. Key adjustments from Year Type A:[2]

- **Feb–Mar: Both championships run as normal.** Six Nations and Southern Hemisphere Championship operate on the same schedule as Year Type A — 5 Feb–14 Mar. This is the equity fix that the current system fails to provide: in the last World Cup cycle (2027), the Six Nations ran as normal whilst SANZAAR nations had no equivalent competition. Under RGM from Day Zero, every World Cup year begins with competitive parity for all twelve tier-one nations.
- **Nations Championship does not run.** The Nations Championship is biennial, operating only in non-World Cup, non-Lions years. The July and November international windows are used for World Cup preparation and the tournament itself respectively.

[2] World Rugby official host announcements. RWC 2027 confirmed Australia; RWC 2031 confirmed USA; RWC 2035 host selection ongoing.

- **Jul window: World Cup warm-up test matches.** 5–19 July. Full domestic suspension rules apply. All 24 qualifying nations play a minimum of two preparation tests. No club that refuses to release a selected player in this window receives a revenue-share allocation for the October–November window. This prevents the pre-2019 pattern of clubs blocking warm-up fixtures and forcing unions to arrive at the tournament with undertested combinations.
- **Rugby Championship runs in full (Aug–Sep).** Confirmed by SANZAAR as a World Cup year feature from 2027 onwards — for the first time, a full twelve-match Rugby Championship tournament runs as RWC preparation. This is already agreed and in place. Under RGM from Day Zero it continues within the consolidated rights bundle. Northern Hemisphere equivalents run a pre-tournament preparation block of bilateral test matches over the same August–September window.
- **Domestic seasons end by 12 September.** All top-tier club competitions globally — Top 14, Premiership, URC, Super Rugby Pacific — must conclude by 12 September in any World Cup year in which pools open on or before 15 October. This is written into RGM rights-contribution agreements as a condition of participation in the consolidated bundle. Champions Cup is suspended from 13 September through to the Monday after the World Cup Final, resuming in January of the following year.
- **World Cup: October–November.** RWC 2031 USA anticipated late September–November (exact dates TBC by World Rugby). Tournament runs ~6 weeks. Minimum five rest days between matches confirmed in RWC scheduling protocol. RGM does not hold World Cup commercial rights at formation — these remain with World Rugby pending the separate negotiation described in Section 3.3.4 — but World Cup fixtures are carried on the RGM DTC platform under a carriage agreement.
- **Extended post-tournament rest: six weeks minimum for semi-finalists and finalists.** No player participating in a World Cup semi-final or final is eligible for any competitive club fixture within six weeks of the tournament final. Players eliminated in pool stages or the Round of 16 serve the standard four-week rest calculation from their last tournament fixture. No exceptions. This rule is enforced through the same revenue-share mechanism: any club fielding an ineligible player forfeits its Q1 revenue-share allocation of the following year.

Year Type C: Lions year (2029, 2033...)

Feb–Mar: Six Nations and Southern Hemisphere Championship run as normal. Competitive parity maintained.

Jul window: British & Irish Lions tour replaces Nations Championship July window. In 2029, Lions tour New Zealand. The Lions are not within the RGM rights bundle at formation but calendar discipline — club suspension during tour windows, rest protections — applies identically. The Lions tour is the highest-value standalone broadcast event outside a World Cup; RGM carries it on the DTC platform under a carriage agreement.

Aug–Sep: Rugby Championship runs as normal (confirmed SANZAAR 2029 calendar). Women's RWC 2029 Australia runs August–September — sits fully within the RGM consolidated rights bundle. Northern Hemisphere bilateral preparation tours run in parallel.

Nations Championship does not run. November window reverts to standalone Autumn Internationals under the same suspension-of-domestic-competition rules as Nations Championship weekends.

The four-year cycle in plain terms: Year A (Nations Championship) — maximum international content, both February championships, July and November combined windows, peak DTC subscription revenue. Year B (World Cup) — both February championships deliver competitive equity from Day Zero; July warm-up block; September Rugby Championship; October–November tournament; extended post-tournament rest. Year C (Lions) — both February championships; Lions tour July; Rugby Championship August–September; Women's RWC when scheduled; Autumn Internationals November. Then Year A again. The framework does not change; the events within it do. RGM's role is not to invent the calendar. It is to be the commercial entity whose revenue depends on the calendar being enforced — and to provide the financial mechanism that makes enforcement real rather than aspirational.

2. Market Analysis: Rugby vs Football and the Comparable Set

The $15bn pre-money valuation attached to RGM is not a claim about what rugby is worth. It is a claim about what a consolidated commercial-rights vehicle — built on an audience that already exists — is worth when properly structured and correctly compared. This section establishes the right peer group, measures the under-monetisation gap honestly, and sets out the defensible pitch for institutional capital.

2.1 What we are — and are not — valuing

Before any number is defended, one distinction must be made unambiguous, because almost every misreading of this proposal flows from collapsing it. RGM is not a valuation of the sport of rugby. It is a valuation of a consolidated commercial-rights vehicle. The headline figures — a $15bn pre-money valuation and a $22–25bn implied enterprise value — attach to RGM, the holding company that licenses and exploits the premium commercial rights bundle (consolidated media, sponsorship, data, and direct-to-consumer rights). They do not attach to "rugby" as a whole.

This matters in both directions. The entire rugby ecosystem — every club's enterprise value, every stadium and training facility, the unions' own balance sheets, domestic league rights outside the bundle, local sponsorship (which is deliberately retained by the unions, not centralised), property, brand, and the participation base — is worth considerably more than $15bn, and is not cleanly valuable as a single figure in any case. RGM does not own any of it. As set out in Section 3.1, the underlying sporting rights remain with the unions and World Rugby; RGM acquires only the commercial exploitation rights, for a defined term. The $15bn pre-money therefore values a carved-out commercial slice, not the sport that sits around it.

The cleanest analogue is Formula One. When Liberty Media is valued at roughly $20bn, that figure is the value of the commercial rights holder — the entity that packages and sells the championship's media and sponsorship rights. It is emphatically not the value of "the sport of motorsport." Every F1 team (Ferrari, Mercedes, Red Bull and the rest), every circuit, every manufacturer's programme, and the FIA's regulatory role all sit outside that $20bn. Liberty owns the commercial rights; the teams own themselves; the regulator governs. The valuation prices the rights vehicle, not the ecosystem.

RGM is rugby's Liberty-equivalent. It is the commercial-rights consolidator, sitting alongside — not on top of — the unions (the "teams," who retain their identity, their domestic economics, and their balance sheets) and World Rugby (the regulator, whose authority is untouched). When this document values RGM at $15bn pre-money and $22–25bn EV, it is making the same kind of claim Liberty's valuation makes about F1: this is what the consolidated commercial-rights vehicle is worth, defended against the right peer set of rights holders (F1, UFC, the tennis tours), not an assertion about what all of rugby is worth.

Stating this precisely is not pedantry; it is credibility. A reader told "we are valuing the entire game at $15bn" pushes back two ways at once — that the ecosystem is plainly worth more, and that RGM does not own the ecosystem anyway. Framing RGM as the commercial-rights vehicle answers both before they are raised: the valuation prices exactly what RGM controls, no more and no less.

2.2 The honest comparison

Any pitch to institutional capital must begin with rigorous comparables. The temptation to overstate rugby's scale relative to football is the single fastest way to lose credibility in a diligence process. The defensible thesis is more nuanced and ultimately more compelling.

Global football generates approximately $60–70bn in annual aggregate revenue across clubs, leagues, federations, and FIFA. Enterprise value across the football ecosystem is estimated at $600bn to $1trn when club valuations, infrastructure, and IP are aggregated. Global rugby generates approximately $2.5–3bn in annual revenue. On a like-for-like basis, rugby is therefore approximately 4–5% of football by revenue.

This is not the pitch. The pitch is what follows.

2.3 The under-monetisation gap

Rugby's cultural and commercial footprint, measured by metrics other than revenue, sits at approximately 15–20% of football's. The Six Nations regularly delivers audiences comparable to top Champions League fixtures in the UK, France, and Ireland. Rugby World Cup finals attract 50–80 million global viewers. Premium hospitality at Twickenham, the Aviva, and the Stade de France generates per-seat revenue comparable to top-tier football. Rugby's fan demographic — affluent, educated, corporate-aligned — commands sponsorship rates per impression materially above football.

The gap between rugby's 4–5% revenue share and its 15–20% cultural share is the investment thesis. That gap is structural, identifiable, and addressable through the consolidation programme. It is not driven by audience deficit but by commercial fragmentation, short broadcast cycles, weak central rights packaging, and historical administrative under-investment in commercial capability.

2.4 Sports IP comparables

The relevant peer group for valuing consolidated rugby commercial rights is not football — which exists at a scale rugby will not reach — but the tier of premium global sports IP that has successfully consolidated and attracted patient capital:

Asset	Enterprise Value	Annual Revenue	EV / Revenue	Structure
Premier League	~$35–40bn	~$6bn	~6x	Member clubs, central rights body
Formula One (Liberty)	~$20bn	~$3.5bn	~5.7x	Listed holdco, consolidated rights
UFC / TKO Group	~$15bn	~$1.4bn	~11x	Listed (TKO), PPV-led model

Asset	Enterprise Value	Annual Revenue	EV / Revenue	Structure
WWE / TKO Group	~$9bn	~$1.3bn	~7x	Listed entertainment IP
ATP / WTA tennis	~$8–10bn	~$1.5bn	~6x	Tour structure, fragmented
Tour de France (ASO)	~$3bn (est.)	~$300m	~10x	Private, family-controlled
RGM (proposed)	**$22–25bn**	**$3.0–3.5bn**	**~7–8x**	**Consolidated holdco**

Note: Annual revenue figure for RGM reflects projected consolidated revenue at maturity (Year 3–5), including the integration of Test rights, sanctioned club competition rights, sevens, and digital/streaming revenue. Implied multiple of ~7–8x sits comfortably within the comparable range and reflects the growth premium attached to women's game, US, and Asia upside.

2.5 The defensible pitch

The framing for institutional investors:

“Rugby is currently monetising at 4–5% of football's revenue against a cultural and commercial footprint approximately 15–20% of football's. That 10–15 percentage point gap reflects identifiable structural deficiencies — fragmented rights ownership, short broadcast cycles, absence of consolidated DTC, undermonetised data and betting — all of which are addressable. RGM is the vehicle to close that gap. Entry valuation reflects current consolidated cash flows; the re-rating opportunity is the closure of the structural gap over a 10-year horizon, supplemented by structural growth in women's, US, and Asian markets.”

This pitch is defensible in front of sophisticated LPs. The maximalist pitch (“rugby is 33% of football”) is not, and would foreclose the institutional dialogue on first contact.

3. Rugby Global Media: Structure & Capitalisation

RGM is a thinner entity than most readers expect: a commercial-rights vehicle, not a governing body, not an owner of unions, and not a controller of domestic leagues. What it holds — consolidated exploitation rights over the premium global rugby bundle, under a 25-year licence — is precisely and only what it needs to hold. This section sets out the rights perimeter, the equity structure, the union tiers, and the debt tranches in full.

3.1 Rights consolidation

RGM is constituted as a holding company with a 25-year exclusive commercial licence over the consolidated rights bundle. The underlying sporting rights remain with their existing owners (unions, World Rugby, the joint venture entities); RGM acquires commercial exploitation rights only. This separation is essential to preserving the regulatory authority of World Rugby and the sporting governance of the unions while creating a single commercial counterparty for media buyers, sponsors, and capital markets.

Rights contributed to RGM at formation:

- Nations Championship (men's and women's) — global commercial rights
- World Rugby Nations Cup (men's and women's) — global commercial rights
- Rugby World Cup (men's and women's) — global commercial rights
- British & Irish Lions tours — global commercial rights
- Six Nations & Rugby Championship — global commercial rights (heritage brands retained)
- Sanctioned global club championship (consolidating Champions Cup successor)
- World Rugby Sevens Series — global commercial rights
- Centralised data, betting, and DTC streaming rights across all of the above

In exchange, each rights-contributing entity receives: (i) a contracted annual minimum guarantee paid regardless of RGM commercial performance; (ii) participation in revenue share above the floor; (iii) equity in RGM weighted to rights value contributed.

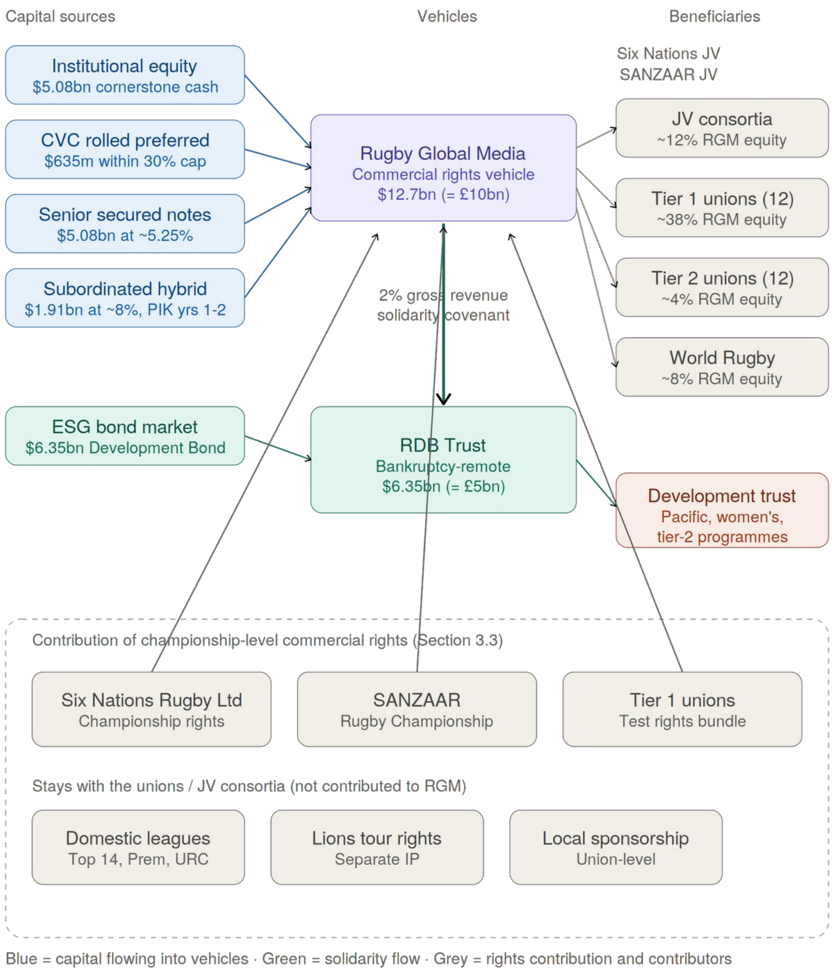
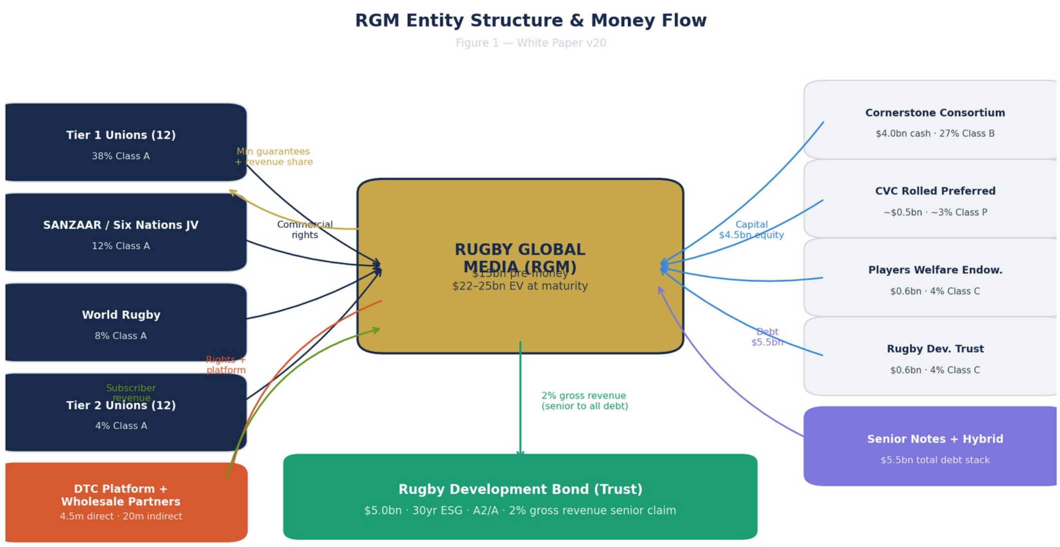


Figure 1: RGM structure and money flow



3.2 Equity capital structure

Post-formation cap table at a $15bn pre-money valuation:

Holder	Stake	Implied Value	Class
Tier 1 unions (12)	38%	$5.7bn	A — supervoting (3:1)
Six Nations / SANZAAR JV	12%	$1.8bn	A — supervoting (3:1)
World Rugby	8%	$1.2bn	A — supervoting (3:1)
Tier 2 unions (12)	4%	$0.6bn	A — supervoting (3:1)
Institutional anchor consortium (cash)	**27%**	**$4.0bn**	B — economic, 1x voting
CVC rolled preferred	**~3%**	**~$0.5bn**	P — preferred, within B cap
Players' welfare endowment	4%	$0.6bn	C — non-voting
Rugby Development Trust	4%	$0.6bn	C — non-voting
TOTAL	**100%**	**$15.0bn**	

Note: the table reflects the CVC roll-over described in Section 9. CVC's rolled consideration (~$0.5bn, ~3%) is accommodated within the 30% institutional ceiling, not on top of it: the cornerstone cash consortium is sized at 27% / $4.0bn and the CVC preferred at ~3% / ~$0.5bn, together totalling the capped 30% / $4.5bn of economic, non-Class-A equity. This keeps both the 30% institutional cap and the unions' Class A supervoting control intact, and reduces the cornerstone cash cheque RGM must raise from $4.5bn to ~$4.0bn. Exact figures will be restated once the CVC deal is closed.

Dual-class share structure

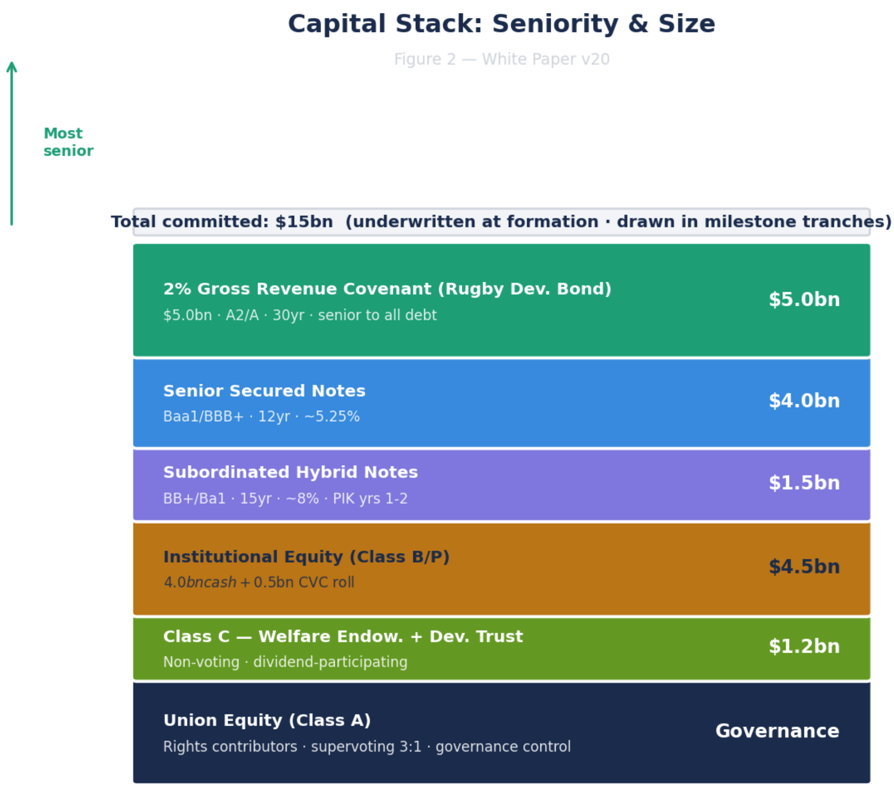
Class A shares (held by rights contributors) carry supervoting rights at a 3:1 ratio. Class B shares (institutional) carry economic rights and 1x voting. Class C shares (welfare endowment, development trust) are non-voting but receive proportional dividends. A bespoke preferred class (Class P) accommodates the rolled CVC position: it carries economic participation and a preference but limited or no Class A-equivalent voting, and it is counted within the 30% institutional cap. This structure ensures that the underlying sporting bodies retain governance control even at 30% institutional equity, while institutional holders capture proportional economic upside.

Institutional Class B shares are subject to: (i) a 5-year initial lock-up; (ii) right of first refusal in favour of Class A holders on any transfer; (iii) a hard prohibition on transfer to state-controlled entities except with 75% Class A approval; (iv) a 30% aggregate cap on institutional equity (no further dilution without 75% Class A consent).

Seniority of claim on RGM gross revenue	Size ($m)
2% solidarity covenant Off the top of gross revenue, before all other obligations · flows to RDB Trust	~$112m/yr at Y5
Senior secured notes Investment-grade target · ~5.25% · secured on rights contracts Refinanced Y5 at ~4.25%	$5,080
Subordinated hybrid ~8% coupon · PIK years 1-2 · refinanced Y5 at ~6.5% Milestone-gated draws (Section 10)	$1,905
CVC rolled preferred (Class P) ~3% · ~6% coupon · within 30% institutional cap	$635
Institutional cornerstone equity (Class B) ~27% · capped at 30% combined with Class P	$5,080
Union equity (Class A supervoting) Tier 1 ~38% · JV consortia ~12% · World Rugby ~8% · Tier 2 ~4% 3:1 voting weight · residual claim	~62% equity

Lower = more junior. The 2% solidarity sits ABOVE senior debt: it is the structural innovation that makes the RDB bankruptcy-remote from RGM and ESG-investible. RGM debt cannot be serviced before the solidarity flow.

Figure 2: Capital stack and seniority



3.3 The union tiers and the JV consortia

The cap table in Section 3.2 references three union-level holdings: the Six Nations / SANZAAR JV at 12%, twelve Tier 1 unions at 38%, and twelve Tier 2 unions at 4%. Each of those lines requires definition, because the choice of who is in each tier — and how the championship-organising JVs sit between the unions and RGM — is structurally central rather than nominal. This sub-section names the unions in each tier, sets out the criteria for membership, defines the JV mechanism, and specifies how Tier 2 unions can move up.

3.3.1 Tier 1: the twelve

Tier 1 within RGM comprises the ten conventional World Rugby tier-1 nations — the long-established high-performance unions across the Six Nations and SANZAAR/Rugby Championship — plus Japan and Fiji, on grounds explained below.

Tier 1 union	Confederation	Indicative RGM stake	Rationale
England	Six Nations	~5.5%	Largest playing base globally (1.2m+ registered); commercial heavyweight

France	Six Nations	~5.5%	Hosts RWC 2023; Top 14 economic engine; 481m RWC viewing hours[3]
Ireland	Six Nations	~3.5%	Sustained top-tier performance; high-engagement domestic audience
Wales	Six Nations	~2.5%	Founding Six Nations; cultural-fixture status; smaller commercial base
Scotland	Six Nations	~2.5%	Founding Six Nations; smaller commercial base
Italy	Six Nations	~2.0%	Six Nations member since 2000; growing audience; emerging-market upside
New Zealand	SANZAAR	~4.5%	All Blacks brand; sustained #1–2 ranking; structural Southern Hemisphere anchor
South Africa	SANZAAR	~4.5%	RWC 2019 + 2023 winners; SuperSport audience anchor in Africa
Australia	SANZAAR	~3.0%	Wallabies; hosts RWC 2027; large media market
Argentina	SANZAAR	~1.5%	Rugby Championship member since 2012; Latin America anchor
Japan	Independent	~2.0%	Hosted RWC 2019; League One commercial scale; Asia growth thesis
Fiji	Pacific	~1.0%	Super Rugby Pacific; RWC 2023 quarter-finalists; Pacific Islands strategic
Total Tier 1		~38%	Twelve unions, Class A supervoting

The conventional ten are not in dispute. Japan and Fiji are the additions, and the doc is explicit about the different grounds for each.

- **Japan** is included on commercial scale and strategic-market grounds. Japan hosted Rugby World Cup 2019, generated the third-highest viewership in the world for RWC 2023 (176m viewing hours), supports the commercially viable League One competition, and is the keystone of any credible Asia growth thesis. Excluding Japan would mean accepting that RGM's Asian audience strategy depends on a non-tier-1 partner, which is unsustainable.[4]
- **Fiji** is included on performance and political-strategic grounds. Fiji are full participants in Super Rugby Pacific, reached the RWC 2023 quarter-finals, sit consistently in the World Rugby top ten, and — critically — their inclusion in Tier 1 is the political signal that the Pacific Islands solidarity story underpinning the Rugby Development Bond (Section 5) is real rather than

[3] World Rugby / Futures Sport + Entertainment, "RWC 2023 Global Broadcast Report" (2024). France: 481m viewing hours, tournament cumulative.

[4] World Rugby / Futures Sport + Entertainment, "RWC 2023 Global Broadcast Report" (2024). Japan: 176m viewing hours, third globally.

rhetorical. A development bond that pitches the Pacific Islands as beneficiaries while excluding Fiji from the top tier is internally inconsistent.

The differing rationale matters. Japan is in because of commercial weight; Fiji is in because of performance plus the credibility cost of leaving them out. These are different criteria, and the doc names them separately so the precedent for future tier-1 admissions is visible. The criteria for staying in Tier 1 are the same in both cases: sustained top-12 World Rugby ranking, participation in a credible top-tier competition, and contribution of commercial rights of meaningful value to the consolidated RGM bundle. A union that fails on all three would be subject to review by the independent Tier Committee (see 3.3.4).

3.3.2 The SANZAAR and Six Nations JVs

The cap table's 12% JV line is not a line for an entity that does not yet exist. Six Nations Rugby Limited already operates as a joint venture between the six Northern Hemisphere unions — it is the entity that holds and sells the Six Nations Championship commercial rights, that negotiated the CVC investment in 2021, and that signs the broadcast deals running to 2029. SANZAAR is the equivalent body for the Rugby Championship, jointly owned by New Zealand, South Africa, Australia and Argentina. These JVs already sit between the underlying unions and the commercial market for championship-level rights, and the structural choice for RGM is whether to bypass them, dissolve them into RGM, or work through them.

The doc's position is the third: keep the JVs intact as governance bodies, contribute the commercial rights into RGM, and let the financial value flow through to the underlying union members. This is the only structure that signs.

3.3.3 Why the hybrid JV structure works

Three reasons, taken in order of importance.

- **Championship-level rights are commercially worth more bundled than as the sum of bilateral parts.** A Six Nations Championship bundle commands a materially higher value than six bilateral national-team rights packages sold separately, because the championship is the product the broadcaster is buying. The same logic holds for the Rugby Championship. The JVs exist precisely because the unions discovered, years before RGM was contemplated, that the right unit of sale is the competition, not the country. RGM inherits that logic rather than reinventing it.
- **It is the only structure that gets political sign-off.** SANZAAR is famously difficult — South Africa, in particular, has consistently resisted any structure that risks subsuming Southern Hemisphere rugby into a Northern-dominated framework, and the Six Nations consortium took years to align on the CVC transaction. A proposal that asks these JVs to dissolve into RGM is a proposal that asks each consortium to surrender its own governance authority. That negotiation does not close. A proposal that asks the JVs to contribute their commercial rights while retaining competition-format, scheduling and sporting-integrity authority is a far easier

ask, because each consortium keeps control over what it actually cares about and gives up only the monetisation function it was already outsourcing through CVC anyway.

- **CVC's positions are at the JV level, which makes the roll-over structurally clean.** CVC did not buy stakes in twelve individual unions; it bought a 14.3% stake in Six Nations Rugby Limited and a stake in SANZAAR via the Rugby Championship. When the JVs contribute their championship-level commercial rights to RGM, they receive RGM equity in exchange — and CVC, as a stakeholder in each JV, receives its proportionate share of that RGM equity through the existing JV cap tables. The CVC roll-over described in Section 9 is therefore not a separate transaction layered on top of the union contributions; it is a structural consequence of the JV contributions themselves. This is what makes the CVC deal architecturally elegant rather than just commercially expedient.[5]

3.3.4 What goes into RGM and what stays out

The hybrid structure draws a clean line between commercial rights (which flow through the JVs into RGM) and everything else (which stays with the unions or with the JVs as governance bodies). The table below sets this out by category.

Rights / function	Goes to	Reasoning
Six Nations Championship commercial rights	RGM via JV	The product. Bundled and consolidated for media tender.
Rugby Championship commercial rights	RGM via JV	Same logic. The championship is the saleable unit.
Competition format, fixtures, scheduling	JV retains	Sporting governance. RGM does not pick fixtures or set rules.
Sporting integrity, eligibility, discipline	JV retains	Untouched. World Rugby and JV jurisdiction unchanged.
Bilateral test-match rights (Autumn Internationals, summer tours)	Unions retain	Not championship product. Stays with home union.
British & Irish Lions tour rights	Lions / unions retain	Separate IP held by Lions board; outside RGM scope.
Domestic league rights (Premiership, Top 14, URC, etc.)	Club competitions (see Sec 7)	Separate workstream; aligned but not contributed at outset.
Local / domestic sponsorship	Unions retain	Stays local per the design principle (Sec 5/7).

[5] CVC Capital Partners press release; reported Bloomberg, Financial Times (January 2021). Stake of approximately 14.3% in Six Nations Rugby Limited for $365m.

Union balance sheets, training facilities, academies	Unions retain	RGM is the rights vehicle, not the operator of the sport.
Rugby World Cup commercial rights	World Rugby / RGM TBC	Subject to separate negotiation; see Sec 7.

Two observations on this split. First, RGM is deliberately a *thinner* entity than a casual reader might assume. It is the consolidated commercial-rights vehicle for the premium championship product — not the operator of the sport, not the owner of the unions, not the holder of bilateral test rights, and not the controller of domestic leagues. The narrowness is the point: it is what makes the political negotiation closeable. Second, the JV consortia retain everything that gives them their identity — the format of their championships, their sporting governance, their public-facing brand — and contribute only the commercial monetisation rights they were already outsourcing through CVC. The ask is incremental rather than revolutionary.

3.3.5 Tier 2: the twelve, and the path up

Tier 2 in the cap table represents twelve unions at 4% combined Class A equity. These are unions with credible international programmes, growing commercial bases, and — critically — a defined route to Tier 1 if they meet the criteria. The Tier 2 line is the development-side counterpart to the RDB: it gives emerging unions an economic stake in RGM's success, and a structural incentive to keep building.

Tier 2 union	Region	Basis for inclusion
Georgia	Europe	Sustained top-15; Rugby Europe Championship dominant force; strong domestic base
Romania	Europe	Long-established second-tier programme; recurring RWC qualifier
Spain	Europe	Growing domestic base; Rugby Europe regular; commercial scale via football market
Portugal	Europe	RWC 2023 participant; rapid-growth profile; aligned with Spanish corridor
USA	Americas	Large population; MLR commercial scale; co-hosts RWC 2031; strategic-market
Canada	Americas	Long-established programme; recurring RWC qualifier
Uruguay	Americas	Rugby Americas South leader; RWC regular; Latin America corridor
Chile	Americas	RWC 2023 debutants; growing programme; LatAm corridor
Samoa	Pacific	Pacific Islands; Super Rugby Pacific participant; major diaspora audience

Tonga	Pacific	Pacific Islands; consistent RWC qualifier; diaspora reach
Namibia	Africa	Recurring RWC qualifier; only African Tier 2 today; development priority
Hong Kong	Asia	Commercial market scale; sevens heritage; Asia development corridor
Total Tier 2		~4%, Class A supervoting

The criteria for Tier 2 inclusion, applied as of formation, are: participation in a recognised second-tier international competition (Rugby Europe Championship, Pacific Nations Cup, Rugby Americas South, or equivalent); World Rugby ranking sustainably inside the top 25; demonstrable domestic registered-player base; and a functioning union governance structure capable of receiving and deploying RGM and RDB capital. Unions that meet some but not all of these criteria sit outside Tier 2 and are addressed through the RDB development programme rather than through equity participation.

3.3.6 The promotion mechanism

Tier 2 unions can move into Tier 1 — and Tier 1 unions can in principle drop out — through a composite test administered by an independent Tier Committee constituted within World Rugby. The composite has three gates, all of which must be met:

- **Performance gate.** Sustained World Rugby ranking inside the top 12 for a minimum of three consecutive years, plus qualification for the last two Rugby World Cups (or, for first-cycle promotion, qualification for the next RWC plus top-12 ranking at the cut-off).
- **Commercial gate.** Demonstrated contribution of meaningful commercial rights value to the RGM bundle — measured by either bilateral broadcast-rights revenue exceeding a defined threshold, registered domestic player base above a defined floor, or audience metrics in the relevant territory above the lowest existing Tier 1 union's level.
- **Governance gate.** Independently audited financial and governance standards meeting the same threshold applied to existing Tier 1 unions — covering board composition, financial transparency, player welfare protocols, and anti-corruption controls.

Crucially, promotion is automatic upon meeting all three gates. The Tier Committee verifies; it does not have discretion to refuse a union that has cleared every test. This matters because the alternative — discretionary admission subject to incumbent veto — turns Tier 1 into a closed shop and kills the development thesis. The same logic applies in reverse: a Tier 1 union that fails the performance gate (sustained ranking outside the top 12 for five consecutive years, say) can be demoted, though the doc anticipates this being rare and politically sensitive.

Equity rebalancing on promotion or demotion is governed by a pre-agreed mechanism: a promoting Tier 2 union receives an incremental Class A allocation drawn proportionally from the existing Tier 1 block, with the size of the reallocation calibrated to the promoted union's relative commercial contribution. The reallocation is small enough that no individual Tier 1 union is materially affected by a single promotion, but the door remains genuinely open. This is the structural feature that makes the Tier system a development incentive rather than a hierarchy.

Cross-references: the cap table and dual-class structure are in Section 3.2; the CVC roll-over mechanism through the JVs is in Section 9; the development bond that funds Tier 2 capacity-building (the non-equity development pathway) is in Section 5.

3.4 Debt capital structure

Tranche A — Senior Secured Notes: $4.0bn

12-year bullet maturity. Target rating Baa1/BBB+. Coupon: UST 30yr + 100bps at issuance (approximately 5.7% at current rates; rate set at closing). Secured against the minimum guarantee floor of broadcast contracts (investment-grade counterparty cash flows). Covenants: 1.8x DSCR, restricted payments test, change of control put. Primary buyers: pension funds, insurance companies, USD fixed income mandates.

Tranche B — Subordinated Hybrid Notes: $1.5bn

15-year tenor with 7-year non-call. Coupon range 7.5–8.5%. Partial equity treatment under IFRS / rating agency methodology. Secured against revenue share above broadcast minimum guarantees — buyers effectively obtain participating exposure to rugby's commercial upside. Primary buyers: specialist credit funds, insurance hybrid mandates, family offices seeking yield-with-upside.

Total RGM raise

Equity primary $4.5bn (of which ~$4.0bn cash and ~$0.5bn CVC rolled preferred) + Senior debt $4.0bn + Subordinated $1.5bn = $10.0bn into RGM.

RGM raises $10bn (equity $4.5bn, senior notes $4.0bn, subordinated hybrid $1.5bn). The $5bn Development Bond is raised and deployed separately by the Trust (Section 5) and does not flow through RGM. Two principles govern how the $10bn is used, and both were absent from earlier drafts.

First, the raise is committed up front but drawn over time. The full $10bn is underwritten and visible to the unions and the market at formation, but cash is drawn against execution milestones, not deposited on day one. Presenting the entire $10bn as day-one expenditure implies a debt-service burden the pre-consolidation cash flows cannot carry, and overstates the genuine year-one cash requirement several times over. The phasing is set out in Section 10.

Second — and this is the structural change a consolidated DTC model forces — RGM is not merely a rights-holder collecting fees. If it exploits the rights directly through its own platform, it becomes a media production business. In the current model, broadcasters bear the cost of producing the pictures; they pay rugby a rights fee and shoulder the cameras, outside-broadcast units, host-broadcast feed, studio, talent and post-production themselves. The moment RGM disintermediates the broadcaster and goes direct-to-consumer, it inherits that entire production cost. This is the hidden price of disintermediation: RGM captures the full consumer relationship and revenue, but it also picks up the production bill the broadcaster used to carry.

Premium tier-1 live sport costs in the order of $100,000–150,000 per match to produce at broadcast quality once cameras, crew, facilities and transmission are included; across rugby's full global premium match calendar, RGM's recurring annual production opex at maturity is plausibly in the $150–250m+ range. This is an operating cost, not a one-off, and it recurs every year the platform exists. The wholesale option — allowing networks and broadcasters to license the feed and produce or distribute it themselves, SuperSport-style — is partly a mechanism to lay some of this cost back off onto partners who want it, rather than RGM carrying 100% of production for every territory.

Because subscriber revenue takes years to scale to where it covers production in full, the cost is funded in two phases. In the early years a ring-fenced production reserve, funded from the raise, covers the gap. As DTC revenue matures, production transitions to being met from operating revenue and the reserve is no longer drawn. This mirrors the debt-service holiday logic in Section 10 — proceeds bridge the period before the consolidated cash flows stand on their own.

On these principles, the $10bn use of proceeds splits into three pools — transaction, growth capital, and reserves — rather than the single undifferentiated list of earlier drafts:

Use of proceeds ($10bn RGM raise)	Amount	Type / justification
CVC buyout — cash component	~$0.5bn	Transaction. Cash to Fund VII LPs; balance of consideration rolled into RGM preferred (Section 9), not a cash cost
Integrated DTC platform build	~$1.0bn	Growth capex. Technology, app, streaming infrastructure — built over ~3 years
Production reserve (early-year funding)	~$1.0bn	Growth / bridge. Funds tier-1 production opex until DTC revenue covers it; rolls off as revenue scales
Commercial build: marketing, brand, merchandising, data	~$1.0bn	Growth capital. Subscriber acquisition, brand, merchandising/inventory, data and betting capability — the revenue-generating spend
Forward player welfare endowment	~$0.6bn	Capital. Ongoing/current-player welfare (distinct from the RDB's historical legacy fund — see Section 5.3)
Working capital & acquisition optionality	~$1.4bn	Reserve. Includes R360 absorption optionality and integration costs
Dividend / minimum guarantees to rights holders	phased	Transaction (political). Phased as rights are contributed and the first tender lands — not a day-one lump sum (see note)
Debt service reserve account (DSRA)	~$1.0bn	Reserve. Backstops coupon coverage through the holiday period (Section 10)
Transaction costs & contingency	~$0.5bn	Transaction. Advisory, legal, structuring, contingency

The dividend to existing rights holders — previously shown as a $1.5bn day-one lump sum — is the line most exposed to challenge, because borrowing to pay sellers before consolidation value exists *generates no incremental cash flow. It is recast here as phased consideration: paid partly as ongoing contracted minimum guarantees and partly as a distribution that releases as rights are contributed and the first consolidated tender crystallises value. Lowering the CVC cash cost and phasing the dividend together free up the capacity for the production reserve and commercial build that the DTC model actually requires. Figures are indicative and will be restated once the CVC deal and revenue model are fixed.*

The redistribution versus earlier drafts is the point. The old table spent its discretionary capital on a $3bn buyout and a $2bn day-one dividend — $5bn, half the raise, on acquiring the asset and paying the sellers, with almost nothing for the production and commercial capability a consolidated media business needs to actually generate the revenue the valuation assumes. The rebuilt allocation moves roughly $2bn from transaction outflows into growth capital and the production reserve. That is the difference between buying a rights portfolio and building a media business.

4. The Audience and Subscription Base

The financial model rests on a specific claim: that a consolidated rugby rights bundle can convert a fraction of the sport's existing committed audience into paying direct subscribers. This section tests that claim — who the audience is, where they live, what they currently pay, and what conversion rate is needed to make the numbers work. The downside cases are modelled explicitly.

The financial model rests on a specific operating claim: that RGM reaches 4.5 million direct subscribers and contracts coverage of 20 million indirect subscribers through wholesale partners by Year 5 (see Annex: Financial Summary). Those numbers are the keystone of the revenue case, so they must be earned from the bottom up rather than asserted. This section sets out the demand-side foundation — who plays the game, who watches it, where they live, and what the addressable funnel looks like — and shows why the subscriber targets are conservative against the established audience, not aspirational.

The headline thesis is this: rugby is not Premier League, and the doc has been consistent in not claiming otherwise. But rugby has something football frequently does not — a globally distributed, high-engagement, high-affluence fanbase concentrated in markets with strong willingness to pay, currently served by a fragmented patchwork of pay broadcasters, free-to-air carriers and dark territories. That fragmentation is the gap. A consolidated direct-to-consumer offer, supplemented by wholesale partnerships in territories where local incumbents already aggregate audiences (SuperSport in sub-Saharan Africa being the cleanest example), captures a fanbase that today is structurally underserved.

4.1 The established audience

Three audience metrics matter, and each tells a different part of the story. They are not interchangeable, and the doc keeps them separate to avoid the common error of stacking them into a single inflated headline.

- **Followers and fans.** Nielsen's most recent global rugby study put the number of people who consider themselves rugby followers at roughly 793 million, with around 338 million describing themselves as fans — the more committed cohort. World Rugby's own programme has cited fan growth from 344 million in 2018 to 405 million by late 2019 following the Japan World Cup. These are soft attitudinal measures, useful for sizing the top of the funnel but not for forecasting paid subscriptions. They establish that the addressable pool is large — hundreds of millions — not that they will all pay.[6]
- **Active players.** Approximately 9.1 million men, women and children play rugby regularly worldwide — a mix of registered and casual participants. England alone has over 1.2 million registered players, France around 1 million, Australia ~650,000, with significant and growing pools in Argentina (250,000), Japan, the US and South Africa. Active participation is a strong

[6] Nielsen Sports Global Rugby Study (most recent available); World Rugby participation data (worldrugby.org). Fan growth figures (344m in 2018 to 405m by late 2019) cited in World Rugby official communications.

proxy for the most committed cohort of paying subscribers, because players are family households and players are the audience most likely to convert at premium ARPU.[7]

- **Live broadcast audience.** The Rugby World Cup 2023 reached 1.33 billion viewing hours globally across linear and non-linear coverage, 30% higher than 2015 and 19% higher than 2019. The final alone delivered 94 million viewing hours, and was watched by 10.9 million unique home-based live viewers in South Africa alone — a single market. The men's Six Nations regularly delivers cumulative audiences of 100–150 million viewing hours per championship; the women's Six Nations reached 10.4 million viewing hours in the UK alone in 2023, the highest in its history. These are not aspirational numbers; they are recorded broadcast performance.[8][9][10]

The combination is the point: a sport with sub-1 billion attitudinal reach but a demonstrated capacity to deliver World Cup audiences in the same band as football tournaments, with a player base measured in millions and a recorded peak audience that grew through the last cycle despite linear TV's general decline.

4.2 Where the audience lives

Unlike football, where audience is spread across hundreds of leagues globally, rugby's premium audience is structurally concentrated. This is a feature, not a bug — it makes the addressable market easier to reach, easier to bundle, and easier to monetise. The viewing-hour data from RWC 2023 illustrates the distribution:

Market	RWC 2023 viewing hours	Population (m)	Why it matters for RGM
France	481m	68	Hosts; Top 14 is a domestic-cultural fixture; high ARPU
UK & Ireland	~360m	75	Six Nations heartland; mixed FTA / pay; strong DTC propensity
Japan	176m	124	Third-largest market by VH; high ARPU; League One growing
South Africa	high	60	RWC final drew 10.9m unique viewers; SuperSport aggregates
Australia & NZ	substantial	32	Core SANZAAR markets; high willingness to pay

[7] World Rugby participation data (worldrugby.org). Active player figures include registered and casual participants across all formats.

[8] World Rugby / BBC Sport Women's Six Nations audience data (2023). Highest recorded figure for the women's championship in the UK.

[9] World Rugby / Futures Sport + Entertainment, "RWC 2023 Global Broadcast Report" (2024). Figure of 10.9 million refers to unique home-based live viewers, South Africa, RWC 2023 final.

[10] World Rugby / Futures Sport + Entertainment, "RWC 2023 Global Broadcast Report" (2024). Viewing hours are tournament cumulative across linear and non-linear coverage globally.

Italy	16m	59	Six Nations carrier; growing
Germany	15m	83	Emerging market; meaningful growth from a low base
USA	11m	335	Emerging; large population, low penetration — the white space

Sources: World Rugby/Futures Sport "RWC 2023 Global Broadcast Report"; Nielsen Sports global rugby study. RWC viewing hours are tournament cumulative across all coverage.

Two implications follow. First, the core markets — France, UK & Ireland, Japan, SANZAAR territories, Italy — represent a combined population of roughly 400 million in high-ARPU economies. They are where the direct-to-consumer subscription base is built. Second, the emerging-market footprint (Germany, USA, increasingly Italy) is real and growing, but the right model in these territories is wholesale: a partner with existing distribution muscle (the SuperSport equivalent) carries the rights, takes the local production cost, and brings a pre-existing subscriber base. RGM doesn't need to build a US DTC business from zero to earn revenue from US fans — it needs to license to whoever does.

4.3 The season is the product

Rugby's commercial product is structurally well-suited to subscription. Unlike a single-sport league that can be tuned out for months between seasons, rugby's consolidated global calendar would deliver near-continuous premium content across the year:

- **Spring (Feb–Mar):** Men's and Women's Six Nations — the highest-engagement window in the Northern Hemisphere; a cultural fixture in Ireland, Wales, France, England, Scotland, Italy.
- **Spring–early summer (Apr–Jun):** Club competition climaxes — Premiership, Top 14, URC finals; Champions Cup final.
- **Summer (Jun–Aug):** International touring window — Northern teams in the South; Lions tours every four years; Pacific Nations Cup.
- **Late summer–autumn (Aug–Nov):** Rugby Championship; club season opens in Northern Hemisphere; Autumn Internationals; Japan League One overlaps.
- **Winter (Nov–Jan):** Domestic leagues continue; Champions Cup pool stages; Super Rugby Pacific begins.

That is a 12-month product cadence with no extended dark periods. For a subscription business, that is a meaningful structural advantage — churn is materially lower for products that deliver content continuously than for products with long off-seasons. World Cup years (2027, 2031, 2035) layer a four-yearly amplification on top, with the women's Rugby World Cup 2025 in England having further opened a growing female audience. RGM's opportunity is to package this cadence as a single subscription rather than the current fragmented patchwork where a UK fan needs the BBC for Six Nations, TNT for Premiership, Premier Sports for Champions Cup, and a different setup again for Southern Hemisphere fixtures.

4.4 The funnel: from followers to paid subscribers

The model targets 4.5 million direct paid subscribers and 20 million indirect (wholesale) subscribers by Year 5. The defensible path from the established audience to those numbers runs through a conventional subscription funnel, but with conversion rates that are deliberately conservative against benchmarks like F1 TV, DAZN and the major sports-OTT services.

Funnel stage	Y5 target	Implied conversion	Benchmark / commentary
Global followers (Nielsen)	~800m	—	Top of funnel
Committed fans	~340m	~42% of followers	Established Nielsen number
Addressable in DTC-economy core markets	~150m	~44% of fans	France, UK/Ireland, ANZ, Japan, SA, Italy
Direct paid subscribers	4.5m	3.0% of addressable	Low single-digit % — conservative vs F1 TV's reported global penetration
Wholesale-coverage subscribers	20m	~6% of addressable	Includes emerging markets via partners (SuperSport-type)

The point of the table is the third column. **A 3% direct-conversion rate of the addressable fan base is a low target by any subscription-business standard, not an aggressive one.** F1 TV — a comparable rights-vehicle DTC product — has built a paid subscriber base estimated in the low millions against a global F1 fanbase of similar order of magnitude. DAZN, with broader content, runs at materially higher conversion in core markets. A consolidated rugby DTC product that combines what is currently five or six fragmented subscription requirements into one will achieve materially better conversion than any single existing sub-product, simply by removing the fragmentation tax that today's fans pay.

The wholesale 20 million number is also conservative. SuperSport alone has roughly 14 million subscribers across sub-Saharan Africa, all of whom currently consume the rugby content the channel carries. A wholesale partnership that licenses the consolidated RGM feed to SuperSport (and equivalents in other emerging markets) captures the per-subscriber economics on a pre-existing base, without RGM having to acquire any of those subscribers directly.[11]

[11] MultiChoice Annual Report 2024/2025 (publicly filed, JSE). Subscriber figures are sub-Saharan Africa DStv/SuperSport base.

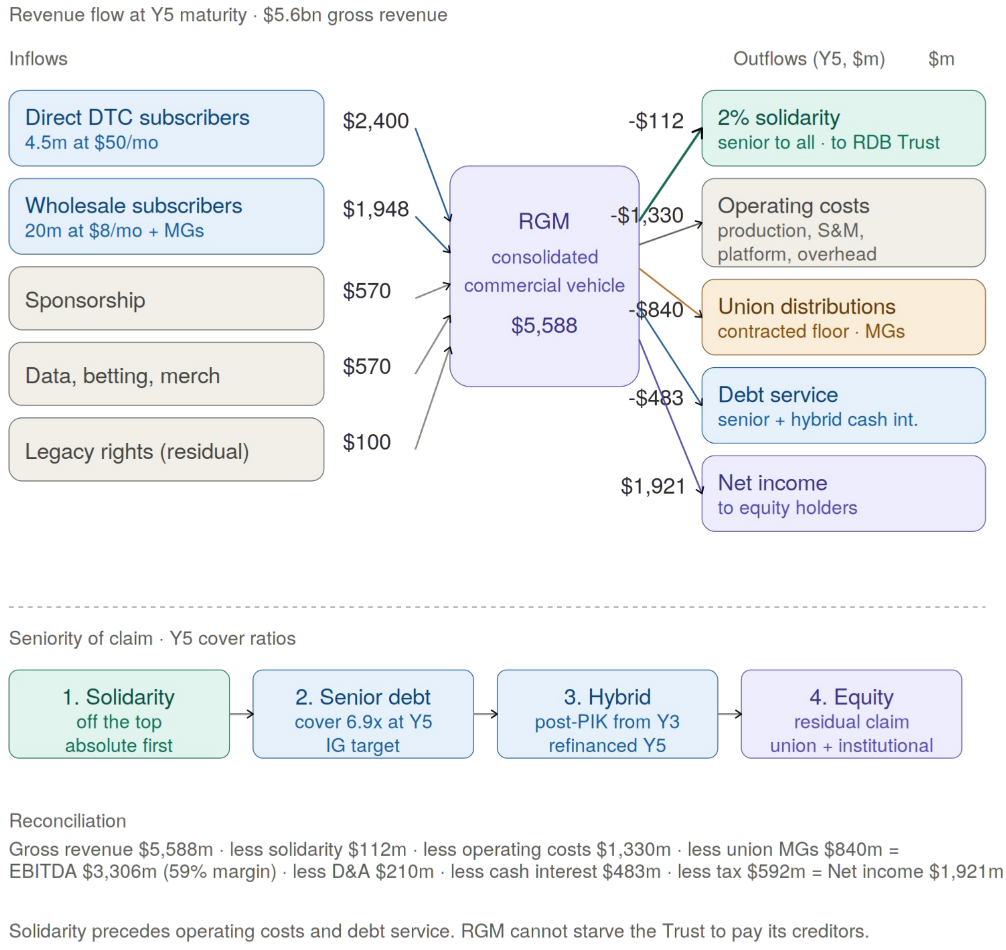


Figure 4: Revenue flow at Year 5 maturity

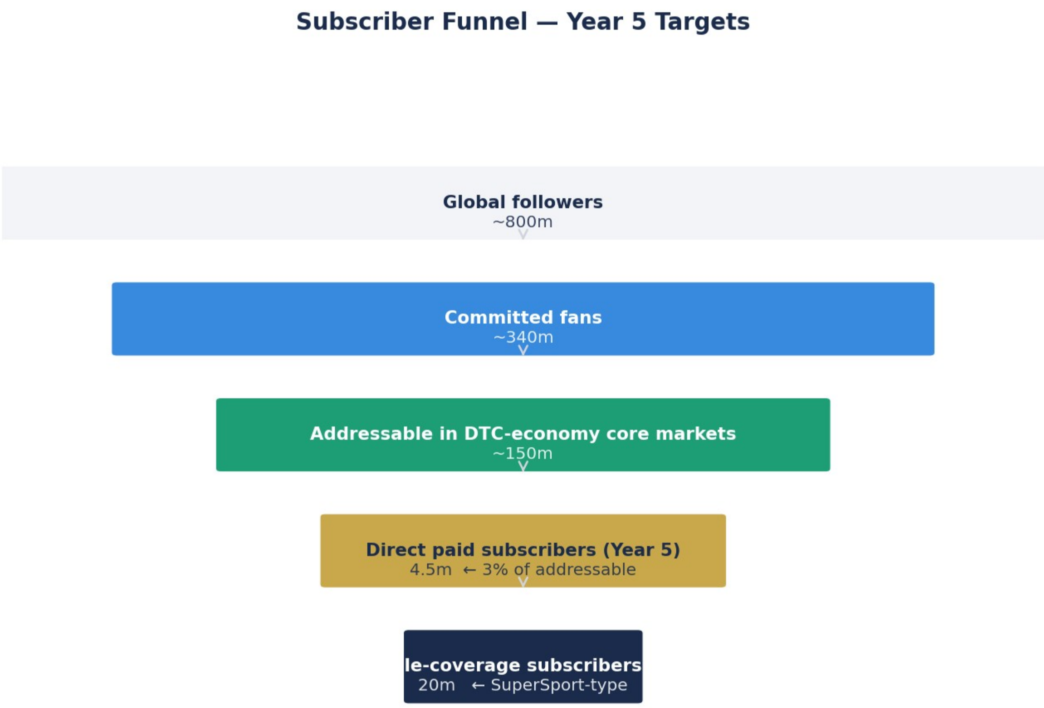


Figure 4 — White Paper v20 · 3% direct conversion is conservative vs F1 TV and DAZN benchmarks

4.5 The downside cases

Three things have to go meaningfully wrong for the subscriber thesis to fail, and each is worth naming.

- **Direct ARPU collapses below $50.** If $50 per month proves too high a price point outside the highest-affluence core, the model degrades to the $25–30 blended sensitivity already built into the financial model (Annex). At blended ARPU the subscription revenue line roughly halves at Y5 — the business still works, but the margin trajectory in the realistic base case (~55–60% terminal EBITDA margin) compresses materially. The mitigant is tiered pricing: a premium tier at $50, a basic tier at $20–25, capturing both ends of willingness to pay.
- **Wholesale partners refuse to consolidate.** If SuperSport-equivalent partners in emerging markets see the consolidated RGM bundle as a threat rather than a value-add, the wholesale 20 million number is at risk. This is real but manageable: in every emerging market, the partner already wants premium live rights to retain its own subscribers — RGM is the supplier they cannot replace. The negotiation is over price, not over whether a deal exists.
- **DTC consumer adoption is slower than modelled.** Rugby fans skew older than football fans in core Northern Hemisphere markets, and older audiences adopt DTC more slowly than streaming-native cohorts. The ramp from 0.4m to 4.5m direct subs over five years already accounts for this with a back-loaded curve, but slippage of 12–18 months is plausible. The 5+1 structure (Section 10) and the production-reserve mechanism (Section 3.4) are both designed to absorb this kind of timing slippage without breaching covenants.

None of these downside cases is structurally fatal. The thesis is robust to each of them in isolation, and partially robust to combinations. The thing that would genuinely break the case — a failure of the consolidated bundle to launch at all because the unions fragment on rights — is an execution risk addressed in the political path (Section 8) and the CVC transaction (Section 9), not a demand-side problem.

4.6 Why this is the right moment

The combination of factors making this the right window is the same combination making earlier attempts impossible. Linear TV is declining everywhere, including in the markets where rugby's FTA partners (BBC, ITV, TF1, BBC) still deliver the headline audience. The current cycle of broadcast deals — detailed in the rights-cycle gates in Section 9.5 — has Champions Cup/EPCR rolling off in 2026–27, the Premiership pay deal to 2030–31, SANZAAR to 2030, and Six Nations FTA to 2029. By the time those expire together in the early 2030s, the streaming infrastructure to capture them directly will be mature in every core market. The unions know this. CVC knows it (Section 9). The question is not whether rugby moves to a consolidated DTC-plus-wholesale model. The question is whether the unions move together and capture the value themselves, or whether they continue to fragment and let it leak to intermediaries. The audience case in this section is the demand-side answer to why the move is worth making.

Cross-reference: this section motivates the revenue assumptions in the financial model (Annex). The specific subscriber, ARPU and revenue trajectories — 4.5m direct and 20m wholesale by Year 5, generating $5.6bn of revenue and $3.3bn of EBITDA at maturity — are detailed in the Annex and in the model itself (RGM_Financial_Model_v6.xlsx).

4A. World Rugby Sevens: The Semi-Autonomous Property

Sevens is not a smaller version of the XVs game — it has a distinct audience, distinct commercial sponsors, a distinct geography of competitive power, and a structural relationship with the Olympic movement that no other rugby property commands. This section resolves the structural question: Sevens rights sit inside RGM for commercial efficiency, but the property operates under its own brand identity and P&L. It also addresses the cap table question the Sevens-dominant nations — Fiji, Kenya, Samoa — are entitled to ask.

The World Rugby Sevens Series is listed in the rights bundle contributed to RGM at formation (Section 3.1) but has not been analysed alongside the other properties. That omission matters: Sevens is not a scaled-down version of the XVs game. It has a distinct audience profile, a distinct commercial sponsor set, a distinct geography of competitive power, and a structural relationship with the Olympic movement that no other rugby property commands. It also raises a structural question the cap table has not yet answered: where do Fiji, Kenya, and Argentina — the sport's dominant Sevens powers — sit in a governance architecture built primarily around XVs performance and commercial weight?

This section resolves both questions. The structural answer is semi-autonomy: Sevens rights sit inside RGM (one commercial counterparty, one DTC platform, one consolidated sponsor negotiation) but the property operates under its own brand identity and P&L within that structure. The cap table question is addressed directly in 4A.1. The commercial, Olympic, and welfare analyses that follow treat Sevens as a first-class strategic asset — not a bolt-on — because that is what the evidence supports.

4A.1 Structural position: why semi-autonomous

Full integration — treating Sevens rights, revenue, and operations identically to the Nations Championship — has two problems. First, the Sevens commercial profile is genuinely different: a younger, more festival-oriented audience, tournament-weekend broadcast rhythm, and a sponsor set (HSBC as title sponsor; lifestyle and technology brands rather than the corporate and financial institutions that anchor XVs) that commands its own dedicated commercial team and negotiating calendar. Forcing Sevens into the same P&L as the Nations Championship risks under-managing both, with the dominant XVs revenue logic crowding out the investment and attention the Sevens brand requires to grow. Second, the geography of Sevens competitive power does not map onto the XVs tier structure. Fiji are already in Tier 1 on performance and political grounds (Section 3.3.1). But Kenya — a consistent World Series podium nation and the dominant force in African Sevens — is not a Tier 1 or Tier 2 XVs union in any credible reading. Argentina is a Tier 1 XVs union in the cap table, but their Sevens programme (consistent World Series title contenders, Olympic medallists) contributes commercial value to the Sevens Series that is entirely separate from their XVs weight. A full-integration model has no clean mechanism to reflect these distinctions.

Semi-autonomy resolves both. Sevens commercial rights sit inside RGM — one licence agreement, one DTC delivery platform, one consolidated sponsor pack negotiated centrally — but the Sevens Series operates as a named sub-brand ("Rugby Sevens" or equivalent) with its own commercial leadership, its own P&L line within RGM, and its own governance forum. Rights-contributing unions for the Sevens Series (primarily World Rugby, which operates the Series directly) receive consideration through a

Sevens-specific revenue share mechanism rather than through the main XVs equity table. Kenya receives meaningful financial participation in Sevens revenue without requiring a revision to the main cap table. Argentina's Sevens contribution is recognised separately from its XVs equity stake. The structure is thinner than it sounds in practice: it requires one additional P&L line within RGM and a small dedicated commercial team, not a separate legal entity or a second holding company.

4A.2 Commercial and revenue analysis

The World Rugby Sevens Series runs across approximately eight to ten legs per season, currently including Hong Kong, Singapore, Vancouver, Los Angeles, Toulouse, London, and Madrid, among others. HSBC holds the title sponsorship at an estimated annual value of $20–25m. World Rugby's broadcast and rights income from the Series is not separately disclosed, but the combined Series and HSBC deal is widely estimated to contribute $40–60m of annual revenue to World Rugby in a normal non-Olympic year. Against a global rugby commercial economy of roughly $2.5–3bn, Sevens is today a sub-2% revenue contributor. That underweighting relative to its cultural and audience profile is the opportunity.[12]

The World Series' current commercial under-performance has three structural causes, each addressable under RGM consolidation.

Fragmented broadcast coverage. The Series is broadcast across a patchwork of regional deals — Sky Sports in the UK, ESPN in North America, beIN in MENA, SuperSport in Africa, various FTA carriers in Oceania — with no unified global offering. A fan who wants to follow the full season from Hong Kong through to London faces multiple subscription requirements, dark windows, and highlight-only coverage in several major markets. This is the same fragmentation problem as XVs, applied to a product with a younger, more digitally native audience that has even less tolerance for it. A consolidated RGM DTC platform that carries the full Sevens Series — every leg, live, globally — alongside the Nations Championship is the single most impactful near-term commercial intervention available.

Title sponsorship priced below market. HSBC has held the title sponsorship since 2012. The deal has been consistently renewed at a price that reflects the Series' current fragmented commercial position rather than its consolidated potential. A unified broadcast offering, an Olympic halo, and a US market entry (covered in 4A.3) materially change the sponsorship valuation. The HSBC relationship is a platform to build from, not a ceiling to accept. A consolidated tender process under RGM, with the Sevens Series positioned as the Olympic-and-US-growth property within the wider rugby bundle, should command meaningfully higher title and tier-one sponsorship rates than the Series has historically achieved on a standalone basis.

Venue economics not maximised. The tournament-weekend format — two days of elite rugby across a single venue — is actually a highly efficient live-event model. Hong Kong and London regularly sell out, with premium hospitality commanding rates comparable to XVs events in those cities. Several

[12] HSBC World Rugby Sevens Series title sponsorship value widely reported; World Rugby commercial disclosures (approximate — not officially published as a discrete figure). Combined Series revenue estimate of $40–60m derived from HSBC deal plus fragmented broadcast income; World Rugby financial statements.

other legs underperform on venue economics because they sit in sub-optimal stadia or lack the local commercial infrastructure to drive corporate attendance. RGM's consolidated commercial team, bringing the sponsorship and hospitality relationships it manages for the Nations Championship and club competitions, can improve venue economics at the legs that currently underperform. This does not require capital investment; it requires commercial attention that the Series has not historically received as a standalone World Rugby property.

On revenue trajectory: at its current $40–60m annual baseline, Sevens is a small contributor to RGM's maturity revenue line ($5.6bn by Year 5 per the Annex). But consolidated DTC delivery of the full Series, a renegotiated HSBC/title deal, and the Olympic uplift described in 4A.3 create a realistic path to $150–250m of Sevens-specific annual revenue by Year 5 — a 3–5x lift from today's baseline, and a meaningful contributor to the overall revenue bridge. More importantly, the Sevens audience acquisition cost is structurally low: a DTC subscriber who signs for the Sevens Series is incremental to the XVs subscription base, and a number of them will convert to the full product. Sevens functions as a funnel into the broader RGM subscriber base in addition to its own standalone economics.

4A.3 The Olympic pathway and the US market

Rugby Sevens has been an Olympic sport since Rio 2016. The format was adopted by the IOC precisely because the compressed, fast, low-equipment game travels well into non-traditional rugby markets. The women's Sevens in particular has benefited from Olympic exposure in ways the women's XVs game has not yet: the New Zealand women (Black Ferns Sevens) and Australia (Australian Spirit) are globally recognised brands among sports fans who have never watched a XVs international. This is the Olympic halo effect, and it is real and documented commercial value.

LA28 is the single most valuable sports marketing event rugby has access to in the near term, and it arrives precisely as the RGM capital structure is being deployed. The LA28 Olympics will be held in the world's largest sports media market, in a city with the infrastructure and media apparatus to turn Olympic moments into commercially sustaining brand stories. The Fiji men's Sevens — reigning Olympic champions from Tokyo, gold medallists from Rio — are one of the most recognisable international rugby brands on the planet in markets where XVs remains unknown. The USA Sevens team, competing at a home Olympics, will receive more broadcast airtime in the American market than any form of rugby has ever commanded there. These are not hypothetical benefits; they are the direct consequence of a format already embedded in Olympic programming.

The US angle deserves separate treatment because it connects Sevens to the XVs growth thesis developed in Sections 1.3 and 4. The strategic sequencing for the US market is: Sevens at LA28 creates awareness and a subscriber acquisition moment — RGM's DTC platform is the destination for fans who want more after watching the Olympics — followed by RWC 2031 as the XVs conversion event, followed by MLR maturation as the ongoing domestic professional product. The three events form a coherent escalation: casual Olympic viewer to engaged subscriber to committed domestic league follower. Without a consolidated platform to capture the LA28 viewer immediately — to convert the attention spike into a paying subscriber before the Olympic afterglow fades — the opportunity is lost. RGM's DTC presence must be live and subscribed in the US before July 2028. This is one of the specific timing requirements that makes the Year 1–2 platform build in Section 10.6 non-negotiable rather than aspirational.

The LA28 window also has direct implications for the World Series. The Los Angeles leg is already one of the stronger US dates on the calendar; the pre-Olympic build-up in 2027 and 2028 will amplify its commercial value materially. RGM should treat the 2027 and 2028 Los Angeles legs as anchor commercial events for the US market entry — the live-event moments around which the DTC subscriber acquisition campaign is built. The production investment in those two legs is justified by subscriber acquisition cost that would otherwise be spent on paid digital marketing.

Beyond LA28 and RWC 2031, Sevens has a structural role in the US as a gateway sport. The format requires no specialist knowledge to enjoy — fast, physical, high-scoring, seventy-minute events — and the player athleticism translates visually even to an audience with no prior rugby exposure. The US high school and college Sevens scene, already growing, is the feeder base for both the USA Sevens team and eventually a richer MLR talent pipeline. RDB capital directed at US Sevens development (through the emerging-markets seed programme in Section 5.3) is not philanthropy; it is subscriber acquisition and long-term market development with a compounding return structure.

4A.4 The dual-code tension: player welfare and career economics

The relationship between the Sevens and XVs games at player level is the most complex welfare issue RGM has to manage in this property. It is not theoretical. Several of the most significant players in world rugby in the past decade — Beauden Barrett, Ardie Savea, Cheslin Kolbe, Pio Wakatama, and others — have moved between Sevens and XVs careers at various stages of their professional lives. The dual-code pathway creates genuine value: Sevens develops explosive athleticism, game-reading, and spatial awareness that translate directly to XVs quality. But it also creates structural tensions that a property owner with obligations to both games must address honestly.

The load problem. The Sevens World Series runs concurrent with much of the XVs international and club season. A player asked to compete in both faces an aggregate contact and travel load that is unsustainable without deliberate management. The current system — in which clubs, national XVs unions, and the Sevens Series all have legitimate calls on a player's time — has no coherent resolution mechanism. RGM, as the consolidated rights holder across both formats, is uniquely positioned to impose the calendar coherence that currently does not exist. A Sevens-XVs dual-code player should have a contracted load ceiling across the season that no single competing interest can breach unilaterally. This requires RGM to take an active position in calendar design — not as a sporting regulator (that remains with World Rugby) but as the entity whose commercial interests are damaged by avoidable player breakdown.

The career-economics problem. Full-time Sevens specialists — and there are now dozens of them in the top rugby nations — occupy a contractually ambiguous position relative to XVs club contracts. The Sevens Series pays match fees and series bonuses through World Rugby and the national unions, but these sit outside the commercial structures that govern club and XVs international contracts. A player who gives three or four years of their athletic prime to the Sevens circuit typically earns materially less than a comparable XVs club professional, receives less welfare coverage, and ends their Sevens career with fewer contractual protections. This is a retention problem as well as a welfare problem: the best Sevens athletes are constantly evaluating whether to convert to XVs for financial security, and several have done so at the cost of the Sevens Series losing its best players at peak. Under RGM, with the Series operating on a consolidated commercial P&L, a minimum contracted earnings floor for Sevens specialists is achievable and should be explicit policy.

The concussion and welfare overlay. The existing concussion welfare discussion in Section 6.3 (the Player Lock and IRPA seat) and the welfare legacy fund in Section 5.3 ($250m ring-fenced) address the XVs game primarily. Sevens players are not currently covered by equivalent protections. The contact volume per game in Sevens is lower than XVs, but the pace of the game is higher, the collision angles are less predictable, and specialist Sevens players who also have XVs exposure may accumulate contact exposure across both formats without any single monitoring system capturing the aggregate. The RGM welfare architecture must explicitly include Sevens specialists and dual-code players within its scope — not as an afterthought but as a design requirement.

The women's Sevens dimension. Women's Sevens is ahead of women's XVs on professionalisation in several key nations. New Zealand's Black Ferns Sevens operate on full professional contracts; Australia's women's Sevens programme has produced multiple Olympic medallists on semi-professional contracts. The dual-code tension for women is distinct: the women's XVs professional game is still establishing itself, so the pathway from Sevens to XVs carries different financial incentives than it does for men. An athlete who is a world-class women's Sevens specialist may today earn more and have better welfare coverage than if she transitions to a women's XVs contract. That is structurally the reverse of the men's position, and the welfare design for women must reflect it. RGM's women's game capital programme (Section 5.3, $800m) must address Sevens-specific pathway development alongside XVs — these are not the same population or the same welfare challenge.

4A.5 The Sevens-specific equity question: Kenya, Samoa, and the Pacific

The semi-autonomous structure creates a mechanism to recognise Sevens-specific commercial contribution without reopening the main RGM cap table. The principle is revenue-share rather than equity: unions whose primary commercial contribution to RGM is Sevens (rather than XVs championship rights) participate in the Sevens Series P&L through a defined revenue share, paid before any surplus is consolidated upward into RGM. This is distinct from the equity stakes in Section 3.2, which reflect XVs rights contribution and governance weight.

Kenya is the most important case. The Kenya Sevens team ("Shujaa") has reached the final of the World Series and won multiple legs; Kenya's inclusion on the circuit is commercially and competitively essential to the Series' credibility as a global product rather than a Northern Hemisphere export. Under the semi-autonomous model, Kenya receives a Sevens Series revenue share calibrated to their competitive contribution and audience draw, participates in the Sevens governance forum, and is a direct beneficiary of RDB development capital for both Sevens and XVs infrastructure (Kenya XVs is itself a growing programme). Kenya does not receive a seat in the main RGM governance architecture — that structure is based on XVs rights contribution — but it has a meaningful financial stake in the Sevens property it has helped build.

Samoa and Tonga (already in Tier 2 in the main table) are in an analogous position in the Pacific: Sevens programmes that punch above their XVs commercial weight, with diaspora audiences in New Zealand, Australia, and the UK that make them disproportionately valuable to broadcasters in those markets. The Sevens revenue share mechanism captures this without requiring Tier 1 XVs admission. For the RDB thesis — the credibility of the Pacific Islands solidarity story — having Kenya, Samoa, and Tonga as named financial participants in RGM's Sevens economics is materially more powerful than having them as aid recipients. They are commercial partners with defined rights, not beneficiaries.

4A.6 What Sevens is worth to RGM

Pulling the Sevens analysis together into a single strategic assessment, the property contributes five things to the RGM consolidation thesis that no other property in the bundle provides.

First, the Olympic mandate. No other rugby property has a four-yearly presence at the summer Olympics in the world's largest media market (2028), producing broadcast moments that reach casual sports audiences unreachable by any XVs product. LA28 is a non-repeatable window and the DTC platform must be ready for it.

Second, US market entry. Sevens is the commercially viable format for the US before RWC 2031 establishes XVs at scale. The three-event escalation — LA28 Sevens, RWC 2031 XVs, MLR domestic maturity — only works if the first event is captured on the RGM platform.

Third, the younger demographic. The Sevens audience is materially younger than XVs audiences in core Northern Hemisphere markets. A DTC subscriber acquired through Sevens has a longer expected subscriber lifetime value than one acquired through the Six Nations. This is a subscriber acquisition argument, not just a revenue argument.

Fourth, the women's game bridge. Women's Sevens is the most commercially advanced and most widely distributed women's rugby product globally. It connects directly to the women's game growth thesis in Section 1.3, and is the bridge audience for the women's XVs programme that RGM is separately investing in building (Section 5.3).

Fifth, the credibility of the solidarity story. The semi-autonomous structure that gives Kenya, Samoa, and Tonga financial participation in Sevens economics — as commercial partners rather than aid recipients — materially strengthens the RDB's credibility with the ESG fixed-income market. These are not token gestures. They are the structural proof that RGM's consolidation serves the whole game, not just the established commercial powers.

On revenue contribution: the Sevens Series is currently a $40–60m annual property; under consolidated RGM management it is a $150–250m property by Year 5 — roughly 3–4% of total RGM revenue at maturity but with an audience-acquisition and market-development role that is disproportionately large relative to its revenue line. It is the cheapest door into two of RGM's most important strategic markets: the US and the next generation of rugby fans globally.

Cross-references: rights bundle in Section 3.1; Tier 1 union rationale (Fiji) in Section 3.3.1; DTC platform and subscriber funnel in Section 4; US market and LA28 in Section 1.3 and Section 4.2; women's game *in Section 5.3; player welfare and IRPA in Section 6.3; RDB Pacific Islands solidarity in Section 5.3; implementation timeline and platform build in Section 10.6.*

5. The Rugby Development Bond

The RDB is not a charity mechanism or a political concession. It is the structural innovation that makes this proposal fundable by the longest-duration, most patient capital in institutional markets — and the mechanism that permanently aligns bondholder financial interests with the long-term health of the community game. This section explains how the bond works, why the ESG market will price it tightly, and what the $5bn will actually build.

5.1 The structural innovation

The Rugby Development Bond (RDB) is the conscience of the structure. It is also, considered properly, the smartest piece of financial engineering in the proposal. By making grassroots reinvestment contractually senior to institutional debt service, it achieves three things no other sport has managed: (i) it permanently embeds community game funding into the professional game's capital structure; (ii) it creates a powerful institutional constituency lobbying for the long-term health of the sport; (iii) it qualifies the bond for the global ESG-mandated capital pool, dramatically lowering its cost of capital.

The mechanism is straightforward. RGM's founding documents include a perpetual, irrevocable covenant that 2% of gross revenue (paid before debt service, before dividends, before operating expenses) flows to the Rugby Development Trust. The Trust is an independent charitable foundation under English law. The covenant is structurally bankruptcy-remote: even in an RGM insolvency, the 2% gross revenue stream continues to the Trust ahead of all other claimants.

Against that contracted, senior, perpetual income stream, the Trust issues $5bn of 30-year bonds. The bond proceeds are deployed into community rugby infrastructure globally. The 2% gross revenue stream services the coupon. After bond maturity, the 2% stream continues, building further endowment in perpetuity.

5.2 Bond terms

Issuer	Rugby Development Trust (English charitable foundation)
Principal	$5.0 billion
Tenor	30 years bullet
Coupon	UST 30yr + 100bps at issuance (approximately 5.7% at current rates). The 2% gross revenue covenant funds the Trust; the coupon is what the Trust pays bondholders — these are two distinct figures. See note below.
Security	Contracted 2% gross revenue covenant from RGM, structurally senior
Coverage at issuance	Below 1x throughout construction (2% covenant generates ~$29m in Y1 vs ~$285m coupon obligation at current rates). Bridged by a debt service reserve account funded from issuance proceeds. Structural and expected — see Section 5.4.

Target rating	A2 / A (Moody's / S&P) — investment grade sustainability bond
Classification	ICMA Sustainability Bond Principles compliant
Listing	London Stock Exchange Sustainable Bond Market; dual-listed Luxembourg Green Exchange
Use of proceeds	Ring-fenced, audited, exclusively community rugby infrastructure globally

Note: coverage ratios reflect a build-up over years 1–5 as RGM's gross revenue scales toward $3bn at maturity. Initial coverage is supported by a debt service reserve account funded from issuance proceeds.

5.3 Deployment of $5bn

Programme	Allocation	Strategic Rationale
Global facility transformation	$1.2bn	All-weather pitches (~7,000 globally), women's changing facilities, floodlighting, regional performance centres. Matched 50:50 with local funding to leverage to $3.2bn of installed value.
Schools & youth endowment	$1.2bn	Perpetual endowment yielding ~$55m/year forever. Funds schools coaching, equipment, competition structures. Targets 75,000 additional schools globally over 10 years. The single highest-compounding line item.
Women's game capital programme	$800m	Ring-fenced governance. Professional contract subsidy at club level, women-specific medical research, pathway infrastructure (U18/U20), targeted marketing investment.
Coaching & officiating infrastructure	$600m	Subsidised Level 1–3 coaching qualifications globally, referees academy, community-level honoraria, translation of materials into 20+ languages.
Player welfare legacy fund	$400m	Ring-fenced concussion legacy claims fund ($250m) plus welfare research endowment ($150m). Bondholders structurally protected from claims exposure.
Tier 2 union capacity	$250m	Direct capacity grants to Georgia, Uruguay, USA, Portugal, Spain, Romania, Chile, Japan. Funds full-time training environments and contracted player squads. Addresses Tier 2 cliff edge structurally.
Emerging markets seed programme	$150m	Strategic investment in Brazil, Germany, China, India, sub-Saharan Africa. Seven-year horizon to commercial viability.
Trust operating costs & reserve	$200m	Trust operations (capped at 1.5% of deployed

Programme	Allocation	Strategic Rationale
		capital annually), debt service reserve, contingency.
TOTAL	**$5.0bn**	

5.4 Why the ESG market will price this tightly

The global ESG-mandated fixed income pool exceeds $700bn and is structurally undersupplied with credible, properly-classified sustainability bonds. The RDB qualifies under multiple ICMA Sustainability Bond Principle categories:[13]

- **Education access** (schools programmes, coaching qualifications)
- **Gender equality** (women's game ring-fence, women's facility prioritisation)
- **Community development** (facilities, Tier 2 capacity)
- **Health and wellbeing** (participation infrastructure, welfare research)
- **Reduced inequality** (emerging markets programme)

This is not greenwashing. The use of proceeds is verifiable, the impact is measurable (clubs funded, pitches built, coaches qualified, participation numbers), and the reporting framework will be ICMA-compliant from issuance. Specialist ESG buyers price these bonds 30–60 bps tighter than equivalent conventional debt. Across $5bn over 30 years, the cost-of-capital saving is material.

Equally important: ESG-mandated holders are the longest-duration, most patient capital in the market. They will not panic-sell on rugby-specific news, will not pressure for short-term returns, and will actively lobby (through ESG engagement frameworks) for the long-term integrity of the impact mandate. They become structural allies of the grassroots game.

5.5 The tribalism mechanic

The deepest design feature of the RDB is what it does to incentive structures across the sport. Consider the chain of consequences:

A pension fund holds $200m of 30-year RDBs. The coupon depends on RGM's gross revenue. RGM's gross revenue depends on rugby's continued cultural relevance, audience size, and player pipeline. The player pipeline depends on grassroots participation. Grassroots participation depends on the facilities, coaches, and schools programmes the RDB funds.

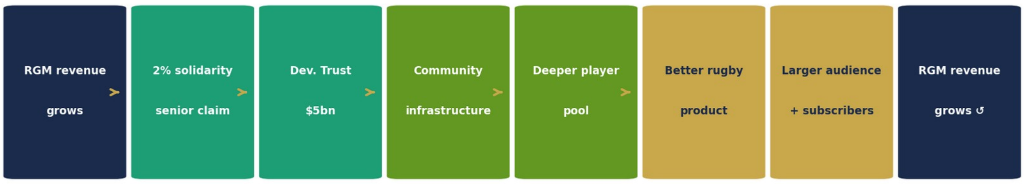
The pension fund, therefore, becomes a structural advocate for community rugby in a way no individual donor or sponsor ever could be. When RGM management proposes a fixture expansion that would risk player welfare, the bondholder representative argues against it. When a private equity holder pushes for reduced solidarity payments, the bondholder representative argues against it. When a state-controlled buyer expresses interest in acquiring an institutional stake, the bondholder

[13] Global ESG fixed income market size: Bloomberg NEF, Climate Bonds Initiative annual reports (2024/2025). Widely cited figure representing labelled sustainability bond issuance pool.

representative argues against it. These are sophisticated institutional voices arguing for the boring, structural, long-term health of the sport — exactly the constituency rugby's professional governance has historically lacked.

This is not philanthropy. It is alignment by financial engineering. The bondholders are not generous; they are correctly incentivised. And that incentive is structurally aligned with the tribalism, the heritage, and the community foundation that distinguishes rugby from football's increasingly hollow ownership structures.

The RDB Solidarity Chain: Commercial Alignment & Community Investment



The 2% gross revenue covenant creates a self-reinforcing loop — institutional bondholders become permanent advocates for community rugby

6. Governance & Heritage Protections

Rugby's competitive advantage as an investment proposition is precisely that its tribal identities, community foundations, and heritage competitions remain intact. Those characteristics are also the first things at risk from poorly structured consolidation — which means they need to be made contractually inviolable, not trusted to goodwill. This section sets out the legal architecture that does that: Heritage Lock, Player Lock, Solidarity Lock, and supporters' golden share.

6.1 The principle

Rugby's competitive advantage as an investment proposition relative to football is precisely that its heritage, tribalism, and community foundations remain intact. Football's enterprise value has not benefited from the loss of these characteristics; arguably it has been damaged by them in markets where supporter alienation is now structural. Rugby must avoid this trajectory not as a sentimental preference but as a commercial imperative.

The governance architecture is therefore designed to make the things that matter contractually inviolable. Investors do not see this as a restriction on their returns; they see it as the protection of the underlying asset value they have priced.

6.2 The Heritage Lock

Specified categories of decision require 75% supermajority of both Class A (rights contributors) and Class B (institutional) shares to proceed. These are:

- Sale of British & Irish Lions tour rights for any non-rugby purpose
- Relocation of any Rugby World Cup from its previously contracted host nation
- Approval of any competition format exceeding agreed player-load thresholds
- Sale of any equity stake or rights bundle to a state-controlled entity
- Reduction of the 2% gross revenue solidarity covenant (effectively requires near-unanimity)
- Termination of free-to-air carve-out windows for heritage fixtures in home markets

6.3 The Player Lock

The International Rugby Players Association (IRPA) holds a non-voting board observer seat at RGM. IRPA is consulted formally on any decision materially affecting match volumes, scheduling, or welfare. Consultation is publicly recorded; IRPA disagreement creates a public record that institutional holders are required (under stewardship codes) to take into account. This is not a veto but a powerful soft constraint — the reputational discipline alone is significant.[14]

[14] International Rugby Players Association (IRPA): the global representative body for professional rugby players, established in 1999. IRPA represents players from all Tier 1 and most Tier 2 international programmes through national player associations including Rugby Players Ireland, the Rugby Players Association (England), Rugby Players Australia, New Zealand Rugby Players Association, SA Rugby Players Association, and equivalents. IRPA negotiates on player welfare, working conditions, and commercial rights at the global level and is recognised by World Rugby as the representative voice of the professional playing community. For further information: irpa.rugby.

6.4 The Solidarity Lock

The 2% gross revenue covenant is structurally senior to all RGM debt service and dividends. It is also written into the founding articles with a reduction threshold of 90% Class A approval plus formal World Rugby Council assent — politically prohibitive in any plausible scenario. Bondholders accept this as a feature, not a bug; it is the foundation of the RDB's investment-grade rating.

6.5 Supporters' golden share

Each club participating in any RGM-administered competition holds a legally constituted supporters' trust with a golden share carrying veto rights over: club relocation, name change, kit colour change, ground sale, and entry into unsanctioned competitions. This is German 50+1 logic applied lightly. Institutional holders accept this because a relocated, rebranded, soul-stripped Bath or Munster or Crusaders is worth materially less than one whose identity remains intact.

6.6 Ownership caps

- No single owner may hold more than 30% of any club
- No owner may hold controlling stakes in more than two clubs across all leagues globally
- Multi-club ownership disclosure mandatory, reviewed annually
- No transfer of Class B (institutional) equity to state-controlled entities without 75% Class A approval

6B. Decision-Making, Accountability and Anti-Corruption Architecture

A governance structure that is rigid everywhere is as dangerous as one that is rigid nowhere. This section sets out the three-tier decision hierarchy — what requires a supermajority, what requires a board vote, and what is fully delegated to management — and the external accountability mechanisms that hold RGM to account when it makes decisions badly. The answer to the FIFA question is structural, not aspirational.

Section 6 sets out what is contractually locked. This section sets out how RGM actually makes decisions, who holds it to account when it makes them badly, and what structurally prevents it from becoming the kind of self-serving institutional capture that has damaged FIFA, the IOC, and multiple national football associations. The question is not rhetorical. Every significant sports governance body in history has started with good intentions and drifted toward the interests of the people running it. The architecture below is designed to make that drift structurally difficult, not just culturally discouraged. Rigid where it must be; lean and commercial everywhere else.

Figure 3: RGM governance structure — decision hierarchy, board composition, and external accountability mechanisms

6B.1 The FIFA problem and why this structure is different

FIFA's governance failure has a specific anatomy. A self-selecting board with no external accountability, revenue flows that were opaque and discretionary, no independent audit with teeth, an enforcement mechanism that resided with the same body being investigated, and a culture in which tenure and relationship were more powerful than performance. The result was systematic corruption that persisted for decades because every structural check was either absent or captured.

RGM is structurally different in four ways that matter. First, it is a commercial entity incorporated under English company law and subject to Companies Act obligations, not a membership association operating under its own statutes. Its accounts are filed publicly. Its directors have personal legal liability. Second, it has institutional equity holders — pension funds, sovereign wealth, insurance capital — whose fiduciary obligations require them to scrutinise it. These are not passive investors; they have stewardship codes, voting obligations, and ESG reporting requirements that create a permanent external accountability layer that no membership association faces. Third, the 2% gross revenue covenant flows to a bankruptcy-remote Trust with independent trustees and an independent audit obligation — any attempt to manipulate the solidarity flow creates an immediate legal and financial event, not a governance discussion. Fourth, the RDB bondholders have a direct financial interest in RGM's integrity: if the solidarity stream is diverted or the commercial model is corrupted, the bond coupon is at risk. They will act. This is accountability by financial alignment, not by trust.

6B.2 Board composition and decision-making

The RGM board is proposed to have three categories of director, each with a distinct role and each necessary for the structure to function.

Union-appointed directors (Class A). Nominated by the rights-contributing unions and JV consortia in proportion to their Class A equity weight. These directors hold supervoting shares and represent the sporting governance interest. They set the strategic direction and hold the veto on Heritage Lock decisions. They are not management — they do not run the commercial operation — but they are the ultimate governance authority on matters affecting the sport's identity and integrity. Term limits apply: no union-appointed director serves more than two consecutive terms without reconfirmation by the nominating union.

Institutional directors (Class B). Nominated by the cornerstone equity consortium in proportion to their economic stake, subject to the 30% cap. Their function is commercial discipline: they hold management accountable for financial performance, approve the annual budget and long-range plan, and represent the capital markets perspective. They cannot override Class A directors on Heritage Lock matters but can block any decision that materially impairs the economic interests of institutional equity. They are incentivised to run RGM well because their returns depend on it. Term limits apply identically.

Independent non-executive directors. A minimum of three independent NEDs appointed by a nominations committee comprising one Class A director, one Class B director, and one external adviser. Independence is defined strictly: no current or recent relationship with any union, club, broadcaster, sponsor, or institutional equity holder within the prior three years. Their function is oversight: they chair the audit, remuneration, and risk committees; they are the first line of escalation for any whistleblower complaint; and they are required to report publicly on governance standards annually. They have no economic interest in RGM's commercial performance — they are paid a fixed director's fee only. This removes the incentive to look the other way.

The CEO and CFO are management, not directors. They attend board meetings but do not vote. The CEO is appointed by the board on a fixed-term contract with defined performance metrics, approved annually by the remuneration committee (chaired by an independent NED). The CFO is appointed by the CEO subject to board approval. Both are subject to clawback provisions on any performancerelated compensation if material financial misstatement or governance failure is subsequently identified.

6B.3 The decision hierarchy: what requires what

Not every decision requires a board vote. The governance architecture is designed to be rigorous where it must be and lean everywhere else. Over-governing a commercial operation is as dangerous as under-governing it — bureaucracy is a different route to the same bad outcome. The decision hierarchy below is the proposed framework.

Level 1 — Heritage Lock (75% supermajority, both share classes): the decisions listed in Section 6.2 that touch the sport's identity, the solidarity covenant, or the transfer of equity to state-controlled entities. These are the constitutional provisions. Changing them requires near-unanimity across union and institutional shareholders. In practice they are designed never to change; the threshold exists to make any future amendment visible and politically costly rather than procedurally routine.

Level 2 — Board approval (simple majority, quorum of both share classes): the annual budget and long-range financial plan; appointment and removal of CEO; any contract above a defined materiality threshold; entry into any new commercial market or product category; any material change to the rights contribution agreements; any acquisition or disposal of assets above a materiality threshold. These are commercially significant decisions that require board alignment but not constitutional amendment.

Level 3 — Management authority (CEO and direct reports): all commercial decisions below the materiality threshold; day-to-day operational management; staffing below board-appointed level; marketing, production, and platform decisions within the approved budget. Management does not require board approval for these decisions. The board sees them in management reporting but does not vote on them. This is where the commercial agility lives — the ability to move quickly on sponsorship negotiations, platform decisions, and market opportunities without a committee vote.[15]

The materiality threshold — the line between Level 2 and Level 3 — is set in the founding articles as a percentage of annual revenue, reviewed by the board annually. It scales with the business: as RGM grows, management authority scales proportionally so the board is not progressively submerged in approvals that should be operational decisions. The threshold is disclosed publicly as part of the annual governance report.

6B.4 External accountability: audit, transparency, and enforcement

The following are non-negotiable and written into the founding articles as conditions of maintaining the RGM commercial licence.

[15] Level 3 decisions are those within management's delegated authority — all commercial and operational decisions below the board-approved materiality threshold. Examples include: individual sponsorship contracts within approved budget; platform and product decisions within the annual plan; staffing decisions below the CEO/CFO level; marketing and subscriber acquisition spend within approved limits; day-to-day rights licensing and distribution arrangements; and production and content decisions within the approved annual plan. The materiality threshold defining the Level 2/Level 3 boundary is expressed as a percentage of annual revenue in the founding articles and scales as RGM grows. It is disclosed in the annual governance report.

Annual statutory audit by a Big Four firm, rotated every five years. Rotation is mandatory — not discretionary — to prevent the auditor capture that has compromised governance at multiple sports bodies. The audit committee is chaired by an independent NED and has the right to commission independent investigations without board approval.

Public annual report filed at Companies House. Full statutory accounts, a governance report from the independent NEDs, a solidarity covenant compliance statement from the RDB Trust trustees, and a player welfare report from IRPA. These are not voluntary disclosures; they are statutory obligations. Any person — journalist, union official, supporter, competitor — can read them.

Independent anti-corruption officer. A named individual, appointed by and reporting to the independent NEDs, with a protected remit to investigate any allegation of corruption, conflicts of interest, or undisclosed relationships involving RGM directors, management, or counterparties. The officer has direct access to all RGM records and the right to refer matters to the relevant national authority. Their annual report is published. They cannot be removed without the approval of 75% of independent NEDs.

Conflicts of interest register, publicly available. Every director and senior manager discloses all material interests annually. Any undisclosed conflict that subsequently comes to light is treated as a disciplinary matter under the founding articles, not a governance discussion. The register is reviewed by the audit committee and referenced in the annual governance report.

Whistleblower protection written into employment contracts. Any RGM employee who reports a genuine concern about financial impropriety, governance failure, or corruption to the independent anti-corruption officer or directly to the audit committee is protected from retaliation by contractual right, English whistleblower legislation, and a specific indemnity provision in the founding articles. Anonymous reporting channels are maintained and their use is reported in aggregate in the annual governance report.

6B.5 Agile where it must be: the commercial operating model

The governance architecture above is the cage. The commercial operating model is what operates inside it. The cage needs to be strong; what operates inside it needs to move quickly. These are not in tension if the boundary between them is correctly drawn — and the decision hierarchy in 6B.3 is that boundary.

RGM is a media and commercial business, not a regulator. Its competitive environment — streaming platforms, broadcaster negotiations, sponsorship markets, data licensing — moves at commercial speed. The governance architecture is designed so that the board sets strategy and holds management accountable for it, but does not operate as a bottleneck on commercial decisions. A sponsorship negotiation that requires three board meetings to close is a sponsorship negotiation that will be lost. A DTC pricing decision that requires union approval is a DTC pricing decision that will be made by a competitor instead.

The specific protections against over-governance: the materiality threshold scales with revenue so management authority grows as the business grows; the board meets formally six times per year with written resolutions available for between-meeting decisions; the CEO has explicit delegated authority for all Level 3 decisions without reference; and the board composition is capped — no more than twelve directors in total — to prevent the committee bloat that makes decisions slow and accountability diffuse.

6B.6 What this is not

RGM is not a regulator. It does not govern the sport of rugby, set eligibility rules, adjudicate disputes between clubs and unions, or enforce the laws of the game. All of those functions remain with World Rugby and the constituent unions. The narrowness of RGM's remit — commercial rights exploitation only — is a governance feature as much as a commercial one. The narrower the mandate, the harder it is to expand it without triggering the consent mechanisms in Section 6B.3.

RGM is not permanent. The 25-year commercial licence is a finite term. At its end, the rights revert to the contributing unions unless renewed on terms agreed by Class A shareholders. This is the ultimate check on institutional capture: the entity exists only as long as it delivers sufficient value to the unions that the rights re-contribution is worth making. A captured, self-serving RGM that has stopped delivering for the sport is an RGM whose licence is not renewed. The finite term is not a weakness in the structure; it is the structural guarantee that RGM remains accountable to the game.

Cross-references: Heritage Lock provisions in Section 6.2; Player Lock and IRPA seat in Section 6.3; Solidarity Lock and RDB Trust structure in Sections 6.4 and 5.1; supporters' golden share in Section 6.5; ownership caps in Section 6.6; state-controlled entity restrictions in Sections 3.2 and 6.6; board appointment and Phase 2 formation in Section 8.3.

6A. Southern Hemisphere Key Markets: New Zealand, Australia, Japan

The Southern Hemisphere commercial picture is not uniform and should not be treated as such. New Zealand, Australia, Japan, and South Africa each have a distinct relationship with the sport, a distinct media landscape, and a distinct set of pressures bearing on the RGM negotiation. This section maps each honestly — including the constraints that make some of these markets harder than they appear from the Northern Hemisphere.

The SANZAAR contribution to RGM — described in structural terms in Section 3.3 — has not yet been examined at the union level. This section does that work for the three markets where the commercial and political picture is most complex: New Zealand, Australia, and Japan. South Africa is addressed separately at the end of this section as a placeholder, given the degree to which its commercial alignment with the URC framework (Section 7.5) already overlaps with the European consolidation story.

The three markets are structurally different in ways that matter for the RGM negotiation. New Zealand is a small domestic market with an outsized global brand and a private equity entanglement that is approaching a natural exit inflection. Australia is a medium domestic market with a recently stabilised commercial platform and a golden decade of events that makes it the most time-pressured of the three. Japan is a large population market with a structurally unusual club-ownership model that is actually an asset rather than an obstacle for RGM alignment. Each requires a different negotiating approach and a different commercial offer.

6A.1 New Zealand: the best brand, the tightest market

New Zealand Rugby's commercial position in 2026 is a study in the gap between brand value and market size. The All Blacks are, by most measures, the most recognised rugby brand on the planet. NZR's total revenue hit a record NZ$285m in 2024. And yet the domestic broadcast market is structurally constrained: Sky New Zealand, the sole serious bidder for domestic rights, renewed its deal in August 2025 for the 2026–2030 cycle at a figure reportedly around NZ$85m per year — approximately NZ$25m below the previous deal. The cause is not audience weakness but market structure. New Zealand has a population of five million. Sky NZ has no meaningful competitor. Without competitive tension in the domestic broadcast market, NZR cannot extract rights fees commensurate with the All Blacks' global brand value. The gap between what the brand is worth internationally and what the domestic market will pay is the defining commercial tension in New Zealand rugby.[16][17]

The Silver Lake entanglement. In 2022 NZR sold a 7.5% stake in NZR Commercial — the entity housing all revenue-generating assets — to US private equity firm Silver Lake for NZ$262.5m (invested in two tranches). The deal was sold internally as transformational: Silver Lake's sports investment network would unlock international revenue streams that NZR could not access alone. By 2026, the transformation has not materialised. Broadcast income fell on the new Sky deal. Ineos terminated a

[16] NZR Annual Report 2024 (publicly filed). Record total revenue figure for New Zealand Rugby.

[17] NZR Annual Report 2025; reported Stuff NZ, NZ Herald (August 2025). Deal covers 2026–2030 cycle; approximately NZ$25m below the previous deal.

NZ$20m/year sponsorship in early 2025 (subsequently replaced, but the episode illustrated vulnerability). Silver Lake converted its loan to equity in 2025, entitling it to approximately 7.5% of NZR's gross revenue annually — an obligation of roughly NZ$20m per year at current revenue levels, regardless of profit. NZR chair David Kirk confirmed in May 2026 that NZR is actively "considering" buying out Silver Lake's position. That is not a casual comment from a chair at an AGM. It is a signal that NZR's board has concluded the Silver Lake partnership does not deliver enough incremental value to justify the revenue share it costs.[18][19][20]

This creates the most directly useful structural opening RGM has anywhere in the Southern Hemisphere. Silver Lake's NZ$262.5m position needs a buyer. NZR needs a strategic partner that actually delivers international commercial growth rather than a revenue-share obligation that compounds regardless of performance. RGM can be both. A transaction in which RGM acquires Silver Lake's NZR Commercial stake — at a negotiated price reflecting the position's actual performance versus its entry thesis — simultaneously resolves NZR's Silver Lake problem, gives RGM a direct economic stake in NZR Commercial, and converts NZR from a prospective SANZAAR contributor to an active structural partner in the consolidation. The All Blacks' international commercial rights, which are currently being negotiated on a match-by-match basis outside the Sky domestic deal (NZR retained the right to sell up to five offshore All Blacks Tests per cycle bilaterally), become the logical first contribution to the RGM international bundle.

What NZR gets from RGM. The All Blacks' international commercial value — sponsorship, offshore broadcast, international tour match rights — is dramatically under-monetised relative to the brand's global recognition precisely because NZR lacks the commercial infrastructure to exploit it outside New Zealand. RGM provides exactly that infrastructure: a consolidated DTC platform that carries All Blacks content to the global rugby audience, a central sponsorship negotiation that packages the All Blacks alongside the nations championship and the global rights bundle, and a minimum-guarantee floor that is contractually independent of Sky NZ's domestic pricing power. For NZR, the RGM offer is not consolidation for consolidation's sake — it is the mechanism to close the gap between what the All Blacks brand is worth internationally and what the domestic-only commercial model has ever been able to capture.

What could make NZR walk. NZR's principal political risk to RGM is not commercial reluctance — it is governance sovereignty. New Zealand rugby has a strong cultural identity built around the primacy of NZR as the custodian of the All Blacks. Any structure that is perceived to subordinate the All Blacks brand to a Northern Hemisphere-dominated governance vehicle will be resisted, regardless of the financial terms. The dual-class share structure (Section 3.2), which preserves Class A supervoting control for rights contributors including NZR, is the primary mechanism addressing this. But it must be lived, not just documented. The specific provisions that matter to NZR: the All Blacks name, kit, and identity cannot be altered without NZR consent; NZR retains scheduling authority for SANZAAR

[18] NZR Annual General Meeting public statements, reported NZ Herald (May 2026).

[19] Reported NZ Herald, Stuff NZ (March 2025). Sponsorship subsequently replaced.

[20] NZR press release March 2022; NZR Annual Report 2022. Investment of NZ$262.5m in two tranches into NZR Commercial, the entity housing all revenue-generating assets.

competition formats; the Bledisloe Cup is explicitly Heritage Locked. If those provisions are watertight, NZR's political sign-off is achievable. If they are not, no financial offer closes the deal.

The Lions 2029 timing. The British and Irish Lions tour New Zealand in 2029. That tour is the single highest-value standalone rugby broadcast event in the four-year cycle outside a World Cup. Its rights sit with the Lions board and the host union jointly. If RGM is constituted and NZR is a contributing member by 2029, the Lions NZ tour becomes part of the consolidated bundle at a value materially above what a standalone NZR bilateral deal would achieve. This is a concrete, time-bounded commercial incentive for NZR to be inside RGM before 2029 rather than outside it.

6A.2 Australia: stabilised, event-rich, and time-pressured

Rugby Australia's position in 2026 is structurally healthier than it has been for a decade. The Nine/Stan deal signed in April 2025 for 2026–2030 is worth up to A$240m over five years — a 30–40% uplift on the previous agreement, with performance incentives tied to Wallabies results. Every Super Rugby Pacific match now sits behind the Stan streaming paywall, a significant structural shift toward the DTC model that RGM's consolidation thesis requires. The organisational reset in 2024 under CEO Phil Waugh has stabilised governance. And the event pipeline is exceptional: Lions 2025 (already delivered), RWC 2027, Women's RWC 2029, Brisbane Olympics 2032. No rugby market on earth has a comparable density of tier-one events in the next decade.[21]

The commercial logic of the Nine/Stan deal for RGM. The Nine/Stan deal runs to 2030, co-terminous with the SANZAAR broadcast cycle that Section 10.5 identifies as the Southern Hemisphere gate. This is not a complication — it is an alignment. When the Nine/Stan deal expires in 2030, RA has a choice: re-sign a standalone Australian deal for the next cycle, or contribute its rights into the RGM consolidated tender that will simultaneously include SANZAAR, Premiership, URC, and European club rights. The value differential between a standalone re-sign and the consolidated tender is the entire commercial argument for RGM, made concrete. Phil Waugh and the Nine network already understand the DTC direction of travel — the Stan paywall move in the current deal is evidence of that — and the question for 2030 is not whether Australian rugby moves further in that direction, but whether it does so alone or as part of the global consolidated bundle. RGM's job between now and 2030 is to make the consolidated option so obviously more valuable that the standalone re-sign is not a serious alternative.

RWC 2027 as the political moment. Australia hosts the Rugby World Cup in 2027. That event will deliver the largest audience for Australian rugby since at least 2003. It is also, precisely because of its scale, the moment when RA's commercial ambitions and limitations will be most visible. A fragmented commercial picture in 2027 — multiple broadcasters, no consolidated DTC offer, rights splits between RA and World Rugby — will leave hundreds of millions of advertising-equivalent value on the table at the moment of peak audience. RGM, with a DTC platform live in Australia before the 2027 tournament, captures that value. RA leadership will see this clearly as the World Cup approaches. The political case for RGM in Australia is made by the World Cup, not by a document.

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[21] Rugby Australia press release April 2025; Nine Entertainment investor update. Deal covers Super Rugby Pacific and Wallabies internationals 2026–2030; performance incentives tied to Wallabies results.

What could make Australia walk. Australia's principal political risk to RGM is the Super Rugby Pacific joint venture with NZR. Super Rugby Pacific is a joint NZR-RA product — RA cannot contribute international rights to RGM while NZR is outside the structure, or it creates a governance conflict within the JV. The sequencing implication is that NZR and RA need to move together on RGM, or the SANZAAR contribution is blocked at the JV level. This is not an insurmountable obstacle — NZR and RA have strong incentives to move in the same direction (Section 6A.1 establishes NZR's motivation) — but it means the SANZAAR negotiation cannot be conducted bilaterally. It requires a joint conversation with both unions simultaneously. Argentina, as the third Rugby Championship partner, also has a seat at that table.

The performance incentive problem. The Nine/Stan deal includes performance bonuses tied to Wallabies results — a structure that would be structurally incompatible with RGM's minimum-guarantee model. Under RGM, rights are sold in a consolidated bundle against contracted minimum guarantees from investment-grade media counterparties; variable performance upside accrues through the revenue-share above the floor, not through bilateral broadcaster bonuses. RA will need to unwind the performance-bonus mechanism in any RGM-aligned deal structure from 2030. This is a commercial negotiating point, not a structural obstacle — but it requires explicit management in the transition.

6A.3 Japan: corporate model, strategic anchor, DAZN signal

Japan's rugby commercial position is structurally different from every other market in the RGM universe. League One — now in its fifth season (2025–26) under the NTT title sponsorship — is owned not by private equity or wealthy individuals but by major Japanese corporates: Toyota (Verblitz), Suntory (Sungoliath), Panasonic (Saitama Wild Knights), Kobelco (Kobe Steelers), and equivalents. These clubs are subsidiaries of companies with multi-billion dollar balance sheets; they are funded as brand investment and corporate social responsibility, not as profit-and-loss businesses. This makes them among the most financially stable club rugby operations on the planet. No League One club will collapse because its corporate parent withdraws — the calculus for withdrawal is reputational and strategic, not financial, and the reputational cost of abandoning a successful sports franchise in Japan is high.

The broadcast picture is evolving fast. The Section 7.7.1 note that League One broadcast rights run to 2027 with NTT is now outdated. For the 2025–26 season, DAZN has acquired all Division 1, 2, and 3 matches in a deal that represents a significant commercial evolution for the league. J Sports has simultaneously upgraded to an official partner status with expanded coverage. And NTT has retained its title naming rights separately from the broadcast deal. This is a more sophisticated, multi-platform broadcast structure than League One has previously operated, and it is directionally aligned with RGM's DTC-plus-wholesale model: DAZN is the streaming-first operator, J Sports is the traditional pay-TV carrier, and NTT's title sponsorship provides commercial anchoring independent of either broadcaster. Critically, DAZN is already expanding its Japan rugby portfolio — it recently added Top 14 rights in Japan — which makes it a natural candidate wholesale partner for RGM in the Japanese market.[22]

Japan as a wholesale rather than DTC-first market. Japan's audience for international rugby is large and documented: 176m RWC 2023 viewing hours, third globally. But the mechanism for capturing that audience differs from the UK, France or Ireland. Japan is a market where aggregated streaming platforms — DAZN, Lemino, J Sports — already dominate live sports consumption, and where a new standalone DTC entrant building from zero faces significant distribution and localisation costs. The more commercially efficient path for RGM in Japan is wholesale: license the consolidated international bundle to DAZN Japan at a per-subscriber rate, letting DAZN carry the acquisition cost and deliver the Japanese rugby audience to RGM at scale. DAZN's presence across League One, Top 14, and other premium rights makes it the obvious wholesale partner. This does not preclude RGM eventually operating a direct DTC offering in Japan — the audience is large enough to justify it at maturity — but the wholesale-first model gets RGM into the Japanese market faster and at lower cost.[23]

The international talent pipeline. League One operates on a significant foreign-player import model. Sam Cane, Brodie Retallick, Damian de Allende, Ardie Savea, and multiple international equivalents have played in the league in recent seasons. This creates a structural tension — acknowledged in the league's own rule changes — between the commercial value of international stars and the development of Japanese domestic talent. From 2026, the league has tightened Category A regulations to protect Japanese-born players' participation. From 2027–28, a formal salary cap is introduced for the first time, with the league budget expanding from ¥4.5bn to ¥5.5bn. These governance developments are directionally positive for RGM: a league with a salary cap and explicit domestic development rules is a more structurally stable commercial partner than one without. The introduction of the cap also opens the door for League One to align its financial governance standards with the multilateral framework RGM intends to establish across all partner competitions (Section 7.3.3).[24]

What Japan gets from RGM, and what could make it walk. Japan's JRFU (Japan Rugby Football Union) is the RGM counterparty for international rights; League One's corporate clubs are the counterparty for club commercial alignment. The JRFU's motivation for RGM participation is straightforward: Japan's ordinary revenue is approximately ¥5.2bn (c.$27m at current rates) — a fraction of what the All Blacks or any Six Nations union generates, despite Japan's RWC 2023 audience position. The JRFU is chronically under-monetised relative to the Japanese rugby audience it commands. A consolidated DTC platform with global distribution, carrying Brave Blossoms content to the Japanese diaspora in Australia, New Zealand, the UK, and North America, alongside the full international calendar, is worth materially more to the JRFU than the bilateral deals it currently negotiates individually. The risk that makes Japan walk is cultural: Japanese institutional governance moves carefully and by consensus, and a structure that is perceived as imposed by Northern Hemisphere interests rather than co-designed

[22] DAZN Japan official announcement; reported Japan Times (2025). Covers all Division 1, 2, and 3 matches for the 2025–26 season.

[23]

[24] Japan Rugby League One official governance announcement (2025). Formal salary cap introduced from 2027–28.

with Japanese input will stall at the JRFU board level regardless of commercial logic. The formation working group (Section 8.2) must include a Japanese representative as a principal, not an observer.[25]

6A.4 South Africa: the game's best argument for itself

South Africa is the most commercially sophisticated rugby union in the world right now, and it is doing it on its own terms. SARU posted revenue of ZAR2bn in 2025 — a 29% year-on-year increase — and is debt-free. For the first time in SARU's history, sponsorship revenue (ZAR739m) exceeded broadcast revenue (ZAR678m), following a deliberate commercial reset. In the same period when five other Tier 1 rugby nations reported losses ranging from ZAR181m to ZAR913m, SARU posted a surplus. The Springbok brand is generating commercial returns that the rest of the rugby world is watching and, in some cases, copying. This is not background context for the RGM thesis. It is the single most important data point in the entire Southern Hemisphere commercial analysis.[26][27][28]

The implication is double-edged. South Africa's financial strength makes it the most credible contributor to RGM of any SANZAAR union. It also makes it the hardest to sign. A union running surpluses, carrying no debt, and growing sponsorship at 51% annually has less immediate need for RGM's capital than NZR with its Silver Lake problem or a distressed Premiership club. SARU participates in RGM because the consolidated structure makes the game bigger and better — not because it needs a bailout. That distinction matters for how the negotiation is conducted and what RGM offers as consideration.

The Springbok brand and what it actually means

The Springboks are the reigning back-to-back Rugby World Cup champions. That is the commercial headline, but it undersells what the brand actually represents in global rugby. South Africa is the only rugby nation whose team identity is simultaneously a sporting proposition, a national political symbol, and a vehicle for a specific kind of pride that is recognised and understood far beyond rugby's traditional fanbase. The 1995 World Cup — Mandela in the Springbok jersey, the moment of a nation choosing a shared symbol at the precise hinge of its history — is one of the most widely known stories in twentieth-century sport. Invictus made it global. It is not a rugby story that happened to have political meaning; it is a political story that happened through rugby. No other team in any sport carries that weight.

The commercial consequence of that weight is documented in the numbers. South Africa's RWC 2023 broadcast generated some of the highest single-event viewing figures in the entire tournament — 10.9 million unique home-based live viewers for the final in South Africa alone. The Springbok brand drew FNB, MTN, Coca-Cola, and Samsung as commercial partners in 2025. Merchandising receipts more than doubled in the most recent reporting cycle. This is a brand performing like a global IP asset, not a national sporting federation. And unlike the All Blacks, whose global recognition runs ahead of their

[25] JRFU (Japan Rugby Football Union) annual report (publicly filed). Converted at approximate prevailing JPY/USD rate.
[26] SARU Annual Report 2025. Losses across five other Tier 1 unions ranged ZAR181m–ZAR913m in the same period.
[27] SARU Annual Report 2025. First time in SARU history that sponsorship revenue exceeded broadcast revenue.
[28] SARU Annual Report 2025 (publicly filed). Revenue of ZAR2bn represents a 29% year-on-year increase; organisation debt-free at year end.

domestic market's ability to monetise it, the Springbok brand is commercially grounded in a domestic market — sub-Saharan Africa via SuperSport — that is itself growing.

Tribal culture and the hunger for more

South African rugby's tribal culture is not a metaphor. The internal competition structure — province against province, Bulls against Stormers, Lions against Sharks — carries the kind of genuine local identity and inherited loyalty that most sports organisations spend decades trying to manufacture. Loftus Versfeld in Pretoria fills to capacity for Currie Cup matches. The derby between the Bulls and Lions is contested with an intensity that has no equivalent in Northern Hemisphere club rugby outside of the Celtic derbies. This is not manufactured spectacle. It is community identity expressed through sport, and it is deeply embedded in the social fabric of South African life across all communities — rugby in South Africa exists across racial and economic lines in ways it does not elsewhere in Africa or the wider world.

What the tribal culture creates commercially is a fanbase with extraordinarily high engagement relative to its population base, combined with a genuine appetite for more. South African rugby fans are not passive consumers; they are active participants in the sport's identity. The SuperSport subscriber who watches every Currie Cup match, every URC weekend, and every Springbok Test is not choosing between rugby and other leisure options — rugby is the primary cultural lens through which they engage with sport. That level of engagement is what makes the South African market uniquely valuable for RGM's DTC and wholesale thesis: the audience is already fully converted and deeply habituated. The opportunity is not to create demand but to monetise demand that is currently captured by a single incumbent broadcaster — and that broadcaster, SuperSport, is now Canal+-owned (Canal+ completed its acquisition of MultiChoice in September 2025), which materially changes the dynamics of the wholesale negotiation.

The Canal+ dimension

Canal+ Group's acquisition of MultiChoice — and therefore effective control of SuperSport across sub-Saharan Africa — is a structural development that the RGM commercial analysis must incorporate. Canal+ in May 2026 renewed its domestic broadcast deal with SARU, covering all SARU domestic competitions, Springbok women, and junior matches. Canal+ Africa CEO David Mignot described the renewal as part of a commitment to "doubling down on investment in local content." SuperSport currently carries the URC, the Rugby Championship, and Lions tours to roughly 14 million subscribers across sub-Saharan Africa.[29][30]

Canal+'s presence changes the wholesale conversation in two ways. First, Canal+ is itself a French media conglomerate with deep experience in premium sports rights in Europe — it holds Top 14 rights in France and has extensive relationships across European rugby. A SuperSport/Canal+ wholesale deal for the RGM consolidated bundle is therefore not a negotiation between RGM and an unfamiliar African broadcaster; it is a negotiation between two parties who are already commercially connected

[29] MultiChoice regulatory filing JSE; Canal+ Group press release (September 2025).

[30] SARU press release; reported SuperSport, Reuters (May 2026). Covers all SARU domestic competitions, Springbok women, and junior matches.

through Top 14, URC, and the European competition structure. The terms of a consolidated African wholesale licence are more predictable and more efficiently negotiated as a result. Second, Canal+'s cord-cutting challenge — MultiChoice has lost millions of DStv subscribers over the past three years, with Canal+ urgently seeking to limit churn — means it has strong structural motivation to retain premium live sports rights. RGM's consolidated bundle, covering both the Springboks and the broader international calendar, is precisely the retention-driver Canal+ needs. The negotiating dynamic is collaborative, not adversarial.

South Africa's presence in the global game and what it demands

SARU's investment in Northern Hemisphere participation — the four franchises in the URC, the European Champions Cup — cost a net ZAR124m in 2024 before the commercial reset's benefits fully landed. They did it anyway, and they were right to. The URC franchises have transformed the competition, delivered the highest URC attendances and audiences on record, and embedded South African rugby into a European broadcast cycle that generates premium rights values the domestic South African market alone cannot. That willingness to invest ahead of return, to participate in a larger game on terms that required short-term financial sacrifice for structural long-term gain, is exactly the disposition RGM needs from its anchor Southern Hemisphere partner.

What South Africa demands in return is straightforward: genuine structural equity in the governance of the game they are helping to build. The Springbok identity, the Currie Cup, the franchise names and colours, the domestic competition calendar — these are non-negotiable in exactly the same way the All Blacks brand is non-negotiable for NZR. The Heritage Lock provisions that protect club and national identity (Section 6.2) were designed with these requirements in mind. More than governance protection, South Africa wants to be treated as a co-architect of the global game's commercial future, not as a Southern Hemisphere asset being packaged for Northern Hemisphere capital. The framing of RGM as a consolidated vehicle governed by the unions themselves — with Class A supervoting rights residing with the rights-contributing entities, not the institutional investors — is the structural answer to that demand. SARU's equity position in RGM, properly weighted to reflect the Springbok brand's global commercial contribution, must be among the largest of any single Tier 1 union in the table. The ~4.5% indicated for South Africa in Section 3.3.1 is the right order of magnitude but should be subject to negotiation that reflects the URC commercial contribution, the SuperSport wholesale relationship, and the Springbok brand's disproportionate value to the overall consolidated bundle.

The Africa opportunity beyond South Africa. South Africa's presence in RGM is also the door into a broader African rugby development story that the RDB thesis requires. SuperSport carries rugby to sub-Saharan Africa's 14 million subscribers. Rugby Africa's continental broadcast rights are now distributed through TV Media Sport. Kenya Sevens, Zimbabwe, Namibia — all are part of an African rugby ecosystem that is commercially nascent but demographically enormous. South Africa is the anchor that makes the African market credible to institutional investors. Without SARU in the structure, Africa is a development aspiration. With SARU in the structure, Africa is a market with a proven commercial backbone, an embedded broadcast infrastructure, and a domestic audience that the RDB's emerging-markets programme (Section 5.3, $150m) can build on systematically. That is the difference between philanthropy and strategy.[31]

Cross-references: SANZAAR JV structure in Section 3.3; Super Rugby Pacific in Section 7.6; URC and South Africa in Section 7.5; rights-cycle gates in Section 10.5; formation working group in Section 8.2; DTC and wholesale model in Section 4; Heritage Lock in Section 6.2; RDB emerging markets in Section 5.3.

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7. The Club Competition Landscape

> *Club rugby is not outside RGM's scope — it is the content that makes the DTC platform viable year-round. But the five major club competitions arrive at this proposal in very different states of financial health and political readiness, and the consolidation sequence must reflect that. This section assesses each league honestly: who consolidates first, who holds out, and who structurally needs RGM more than RGM needs them.*

The professional club game is where rugby's commercial and financial fragility most visibly bites. Six top-tier club competitions — Top 14 (France), Premiership (England), URC (Ireland/Wales/Scotland/Italy/South Africa), Super Rugby Pacific (NZ/Aus/Fiji), Japan League One, MLR (USA) — plus the European cross-border competition (Champions Cup, operated by EPCR) together carry the weight of weekly professional rugby outside the international windows. Each runs on a different ownership model, a different broadcast cycle, and a different financial baseline; collectively, they represent both the largest revenue pool RGM has not yet consolidated and the largest political problem the consolidation thesis has to solve.

This section sets out the state of each league as of 2026, identifies which can be brought into commercial alignment with RGM and on what timeline, and is explicit about the structural changes the consolidation will force. It uses two horizons throughout. A five-year horizon, in which commercial alignment (media rights, sponsorship, salary discipline, calendar) can be delivered. A ten-year horizon, in which the deeper structural changes (legal ownership, club consolidation, competition format) can plausibly land. Anything that requires changing the legal ownership of European club rugby cannot be done in five years; pretending otherwise is the kind of overreach that loses credibility.

Audience note: this chapter is drafted for an internal/board readership with passages marked [Discussion point] where the analysis is politically sensitive (named clubs at risk, critical commentary on patron-owner models, specific union/JV politics). Strip those passages for any external version going to investors, unions, or counterparties. Everything outside those tags is shareable.

7.1 Why the club competitions matter to RGM

RGM's primary contribution from the unions is championship-level international rights (Section 3.3). The club competitions sit alongside, not inside, that initial contribution. So why does this chapter exist? Three reasons, each independently sufficient.

- **Calendar and player-release dependency.** International rugby cannot function without the clubs releasing players for it. The current global calendar is constantly fought over because club competitions and international windows overlap. The Six Nations and the Premiership/Top 14/URC seasons cannibalise each other; the Rugby Championship competes with domestic Southern Hemisphere derby weekends. RGM's international product is structurally dependent on the clubs accepting a coherent global calendar. That alone makes the club competitions an RGM problem whether it owns their rights or not.
- **Champions Cup / EPCR consolidation.** The European Champions Cup, operated by EPCR (European Professional Club Rugby) and held jointly by Premiership, Top 14 and URC clubs, is

the nearest-term rights gate of all — the Premier Sports UK deal expires 2026–27. As set out in Section 9.5, EPCR is the first realistic consolidation window RGM has. Owning what EPCR carries depends on the constituent leagues being aligned commercially. EPCR is therefore not a separate item in this chapter; it is the product of whether Top 14, Premiership and URC consolidate together.

- **Distress, capital absorption and risk migration.** Three Premiership clubs collapsed in 2022–23 (Worcester, Wasps, London Irish), the league's collective losses ran at $30.5m in 2022–23 with cumulative net debt over $300m, and the average wage-to-revenue ratio has hit 98%. If RGM consolidates the premium product without intervening in the underlying club economics, it inherits the political fallout of further club collapses without the upside of stabilising them. The development bond (Section 5) and RGM's solidarity covenant give the structure mechanisms to support distressed clubs. Whether to use them — and where — is a strategic choice that has to be made up front.[32]

On these three grounds, the club competition landscape is integral to the RGM thesis even though the clubs do not contribute their rights to RGM at outset. The work of this chapter is to set out which competitions can be brought into alignment, on what mechanisms, and where the unavoidable political fights are.

7.2 The landscape at a glance

The six top-tier competitions, summarised on common dimensions:

Competition	Geography	Broadcast deal expiry	Ownership model	Headline state in 2026
Top 14	France	2027 (Canal+)	Patron-owner clubs under LNR	Wealthiest league; private-wealth-dependent
Premiership	England	2030–31 (TNT); 2028 (ITV FTA)	Mixed owners; 10 clubs after collapses	$300m+ net debt; 98% wage/revenue
URC	Ireland/Wales/Scot/Italy/SA	2025–26 cycle being renewed	Union-owned + CVC 28% + SA Rugby (Sep 2025)	Best-governed; SA dependency >50% revenue
Super Rugby Pacific	NZ/Aus/Fiji	2030 (Nine/Stan ~A$240m)	NZR + RA joint venture	Geographically isolated; recently stabilised
Japan League	Japan	2027 (NTT)	Corporate-	Commercially solid;

[32] Companies House administration filings; reported BBC Sport, The Guardian, The Telegraph. Worcester Warriors: September 2022 (debts above $30m); Wasps: October 2022 (group debts above $100m); London Irish: June 2023.

One			owned (Toyota, Suntory etc.)	player-import model
MLR	USA	2027 (ESPN multi-year)	Single-entity ownership	Earliest stage; co-hosts RWC 2031

Five observations follow from the table that the rest of this chapter unpacks.

- **Ownership models vary so widely that no single consolidation mechanism works.** Top 14 is patron-financed, Premiership is mixed-equity, URC is union-owned with PE minority, Super Rugby Pacific is a JV between two unions, Japan League One is corporate-owned, MLR is single-entity. RGM cannot impose one structure across all six. The alignment mechanism is *commercial* (rights, calendar, salary discipline), not legal.
- **The rights cycles do not align.** Top 14 expires 2027, Premiership pay deal 2030–31, Super Rugby Pacific 2030, MLR 2027, Japan 2027. The earliest window where Top 14 + Premiership + URC + EPCR could in principle be tendered together is 2030–2031. Before then, only partial bundling is possible.
- **CVC is in two of the three Northern Hemisphere leagues.** Premiership (~27% initial) and URC (28% via the 2020 $120m investment in Pro Rugby Championship DAC). CVC also holds 14.3% of Six Nations Rugby. The CVC roll-over described in Section 8 therefore captures these stakes structurally — RGM does not need to do parallel buyouts of the leagues themselves.
- **South Africa is the structural anchor of the URC.** URC CEO Martin Anayi has publicly confirmed that more than half the league's revenue comes from South Africa, and SA Rugby became a URC shareholder in September 2025. The URC is co-dependent on SA participation in a way no other Northern league is dependent on any single union. This shapes everything about how RGM and the URC interact.[33][34]
- **Distress is concentrated in the Premiership.** The other five leagues are stable or strengthening. The Premiership is the league that needs the most intervention and offers the most upside if RGM stabilises it.

7.3 Top 14: forcing the French question

Top 14 is the wealthiest professional rugby league in the world by player salary and the most politically intractable from RGM's perspective. The doc's decision is to bring it into commercial alignment within the five-year horizon — a compressed timeline that goes against the safer phased approach indicated in earlier drafts — because the alternative is a permanently fragmented commercial picture in which the highest-paying league sits outside the consolidated structure and continues to draw talent on terms that the rest of the system cannot match.

7.3.1 What Top 14 is

[33] Martin Anayi public interview, reported Rugby Pass / Irish Times (2024).
[34] URC / Pro Rugby Championship DAC press release (September 2025).

Top 14 is run by the Ligue Nationale de Rugby (LNR), a body composed of the 14 (and second-tier 16) clubs themselves, operating commercially under a five-year broadcast agreement with Canal+ worth roughly €355m across its term, expiring 2027. The clubs are predominantly private-owned, with several owned by individual high-net-worth patrons. The salary cap is materially higher than the Premiership's and is loosely enforced. The league's average attendance (~18,000 per game) is among the highest in club rugby globally; its TV ratings (~4.2 million for Six Nations matches involving France, and strong domestic Top 14 viewership) reflect rugby's deep cultural status in southwest France in particular.[35]

7.3.2 The patron-owner problem

> ***[Discussion point]*** *The Top 14 club ownership model is the single largest political obstacle to RGM. Several clubs depend on the personal wealth and personal commitment of an individual patron — Mohed Altrad at Montpellier (estimated personal commitment exceeding $20m over a decade, plus the $40m national-team shirt sponsorship that bears his name); Jacky Lorenzetti at Racing 92 (built the league title-winning side and the U Arena stadium); Bernard Lemaitre as the controlling shareholder at Toulon following Mourad Boudjellal's exit; and similar arrangements at Toulouse, Bordeaux-Bègles and elsewhere. These men did not buy rugby clubs to participate in a globally consolidated commercial vehicle. They bought them for civic prestige, regional identity, or in some cases personal advancement. Asking them to accept commercial alignment under a Northern-influenced consolidated structure is asking them to surrender the autonomy that is the entire point of their ownership. This is the harder negotiation than CVC, harder than SANZAAR, harder than anything else in the structure. It is what makes the 'forced into structure within five years' horizon ambitious. The doc accepts that ambition rather than pretending it is easy.*

The structural reality is that the patron-owner model is *also* commercially under pressure regardless of RGM. Several clubs have changed hands in recent years as patrons aged out or could not sustain the financial commitment. Boudjellal sold Toulon to Lemaitre in 2019 explicitly because he could no longer keep up with rivals; the same pressure operates across the league. The question is not whether Top 14 ownership will evolve over the next decade. It will. The question is whether that evolution happens chaotically (more sales to wealthier individuals, increasing arms-race spending, eventual financial fragility) or structurally (alignment with a consolidated commercial framework that imposes salary discipline and rationalises rights monetisation). The case for forcing the issue within five years is that the 2027 Canal+ deal expiry is the natural moment to do it: the league can sign a new long-cycle deal aligned with the RGM consolidation, or it can sign another standalone Canal+ deal that locks it out of the global tender for another five years.

7.3.3 What forcing alignment in five years means

The five-year alignment plan for Top 14 has three components, none of which require changing club ownership.

- **Broadcast rights co-tendering from 2027.** When the Canal+ deal expires, LNR enters the consolidated RGM media tender (the same 2030–1 window described in Sections 9.5 and 9.6)

[35] LNR (Ligue Nationale de Rugby) press releases; reported L'Équipe, RMC Sport. Deal covers 2022–2027 cycle.

on a co-tender basis. Top 14 contributes its rights to a bundled premium offering covering Top 14 + Premiership + URC + EPCR, and receives its proportionate share of the consolidated revenue plus a transition floor. This is the single biggest commercial change — and crucially it does not require dissolving the LNR or changing club ownership.

- **Salary cap convergence.** Top 14's salary cap (currently €11.3m, with various dispensations) is materially higher than the Premiership's $6.4m. This differential is the underlying driver of player migration toward France and is structurally inflationary for the global game. The five-year plan brings caps into a managed convergence — not identical numbers, but a calibrated differential reflecting cost-of-living and revenue base, with shared enforcement standards. This is achievable without changing club ownership; it requires LNR agreement on a multilateral rather than unilateral cap.[36]
- **Global calendar alignment.** The current calendar is the most politically fraught feature of the world game. Top 14 plays through international windows; the World Rugby Nations Championship, launching 2026, will only increase the conflict. Five-year alignment requires LNR to accept the consolidated calendar, with proper player-release windows protected by central revenue sharing that compensates clubs for releases. The Nations Championship revenue distribution is the lever — clubs that release players receive a defined share; clubs that don't, don't.

7.3.4 The structural ten-year question

Within ten years, the deeper structural question is whether Top 14 retains its current 14-club format or moves toward a smaller premium tier aligned with European club competition. The current format produces too many games (26 regular-season rounds plus play-offs and Champions Cup), exhausts players, and dilutes broadcast value. A 10–12 club premium Top tier within a wider French pyramid is the natural ten-year endpoint, but this is for the LNR and the FFR (French Federation) to determine, not for RGM. RGM's role is commercial; sporting format is sovereign to the league. The doc names the question because it will inevitably be raised, but is explicit that RGM does not solve it.

7.4 Premiership: the league that needs RGM most

If Top 14 is the league RGM must force into alignment despite its strength, the Premiership is the league that needs RGM's structural support to survive in anything like its current form. The numbers in this section are the hard public evidence that the league is in distress; the implications follow.

7.4.1 The state of the league

Premiership Rugby Limited operates the league, with thirteen clubs in 2021 and ten clubs by 2024 following the collapse of three. The financial state of the surviving clubs is publicly documented as follows.

- **Three named club collapses in 2022–23.** Worcester Warriors entered administration in September 2022 with cumulative debts above $30m including unpaid tax; Wasps followed in

[36] LNR salary cap regulations (publicly available); LNR season statistics.

October 2022 with group debts above $100m and a $35m bond repayment due; London Irish entered administration in June 2023. All three were ejected from the Premiership. These are facts of public record, not speculation.[37]

- **Sector-wide losses and debt.** The most recent collective accounts (2022–23) showed combined Premiership club losses of $30.5m and net debt above $300m across the surviving clubs. Nine of the remaining ten clubs reported debts above $1m; Gloucester were the only club to keep losses below $1m and net debt close to break-even.[38]
- **Wage-to-revenue ratio.** Daily Mail analysis at the time of the Wasps collapse found Premiership clubs collectively spending the equivalent of 98% of revenue on wages, an increase of 33% over four seasons. This is the immediate cause of the financial fragility. Even with the salary cap reducing from $6.4m to $5m during Covid and returning to $6.4m in 2024, the underlying revenue base cannot support the cap level the leading clubs want.[39][40]
- **Governance.** Premiership salary cap is voted on by the clubs themselves. Gloucester owner Martin St Quinton, among others, has publicly called for the cap to be set independently rather than by the clubs, on the grounds that the clubs have proved repeatedly incapable of setting it at a sustainable level. The Professional Game Partnership announced in 2024 brings $33m per season to the clubs from central funding over an eight-year term — helpful, but materially below the revenue gap the wage ratio implies.[41]

7.4.2 The honest assessment

> ***[Discussion point]*** *The Premiership cannot continue indefinitely on its current trajectory. Three clubs have already collapsed; the structural conditions that caused those collapses (over-leveraging on private debt, wage inflation outpacing revenue growth, club ownership models dependent on personal wealth or PE patience) have not been resolved. Specific clubs are publicly understood to be in continued financial difficulty, although the doc will not name them in the external version because trading-status defamation risk is real and naming sequencing matters politically. What can be said with the public record: the league has lost roughly 25% of its constituent clubs in a single twelve-month period during the most recent crisis, and the financial conditions that drove that have not fundamentally changed. A further round of consolidation — to eight clubs, or a different structure altogether — is more likely than the current ten-club format being maintained for another decade.*

The structural diagnosis, in less politically sensitive form: the Premiership's commercial revenue base (broadcast plus matchday plus sponsorship) does not support ten professional clubs each operating with squads built for European competition. Either revenue rises materially (the RGM consolidation thesis), costs fall materially (salary cap further reduced and ruthlessly enforced), the number of clubs

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38 Premiership Rugby Limited statutory accounts (Companies House, 2022–23); reported Daily Mail, The Times.

39 Premiership Rugby salary cap regulations (publicly available). Cap reduced to $5m during Covid; restored to $6.4m in 2024.

40 Daily Mail analysis at time of Wasps collapse (October 2022); corroborated by Premiership Rugby collective accounts. Represents an increase of 33% over four seasons.

41 RFU / Premiership Rugby joint announcement (2024). Eight-year term from 2024.

falls (to eight, or to a different competition structure), or the league restructures around lower-cost academies and shorter contracts. Most plausibly, some combination of all four.

7.4.3 What RGM does for the Premiership

RGM's intervention in the Premiership runs through three mechanisms, two commercial and one structural.

- **Consolidated media revenue.** The Premiership's TNT Sports pay deal runs to 2030–31; the ITV FTA component to 2028. When those deals are tendered together with Top 14, URC and EPCR in the consolidated 2030–1 window, the per-club revenue uplift should be material — a properly-bundled premium European product reaches scale that no individual league can command alone. This is the largest single commercial lever for stabilising the Premiership.
- **Solidarity-funded financial discipline.** The 2% solidarity covenant (Section 5) flows to the development trust, but a defined portion of it can be ring-fenced as a stabilisation fund for at-risk Tier 1 unions and their associated club competitions. This is not a bailout fund — it is conditional support tied to financial governance improvements, independent salary cap setting, and reporting standards. It exists so that the next time a Premiership club is at risk of collapse, there is a mechanism short of full administration.
- **Single competition framework with EPCR.** Within the ten-year horizon, the Premiership/Top 14/URC/EPCR cluster moves toward a single integrated European premium club competition framework. Whether this looks like an enlarged Champions Cup absorbing more of the league seasons, or a restructured top-tier European league, is a question for the constituent leagues to negotiate. RGM's role is to provide the commercial vehicle that makes the consolidation valuable enough to justify the political effort.

7.5 URC: the well-run anomaly

The United Rugby Championship is the best-governed and most operationally coherent of the three Northern Hemisphere club competitions. It is also the one most exposed to a single structural risk: the South African dependency.

7.5.1 The structure

The URC is operated by Pro Rugby Championship DAC, with shareholders including the unions of Ireland, Italy, Scotland, Wales, and (as of September 2025) South Africa, plus CVC Capital Partners with a 28% stake from a 2020 $120m investment. The competition has 16 teams across five territories: four Irish, four South African, four Welsh, two Scottish and two Italian. Broadcast rights are with Premier Sports in the UK; the deal cycle was being renewed at the time of writing, with CEO Martin Anayi suggesting continuity. The competition's 2023–24 season generated a total audience of 47.7m and total attendance of 1.69m — record figures for the competition.[42]

7.5.2 The South African dependency

[42] URC official season review 2023–24 (published on urc.rugby). Record audience and attendance figures for the competition.

Martin Anayi has stated publicly that more than half of the URC's revenue comes from South Africa. This is the structural feature that shapes everything about the league. The South African franchises (Bulls, Lions, Sharks, Stormers) joined the then-Pro14 in 2021 after departing Super Rugby, and have driven the broadcast and audience growth that brought the league to its current health. SuperSport, the South African pay-broadcaster, carries the URC and is the largest single broadcaster paying into the competition.[43][44]

Two consequences follow. First, any RGM commercial alignment that excludes South Africa from URC participation — or that reduces South African franchise prominence in the competition — destroys the URC's revenue base. This is a hard constraint, not a preference. Second, the URC is the league where the SuperSport wholesale relationship described in Section 4.4 is already operationally embedded. The URC-SuperSport partnership is not a future hypothesis; it is the current reality, and RGM's indirect wholesale strategy in Section 4 is in part the extension of that existing relationship to the wider RGM bundle.

7.5.3 What this means for RGM

The URC requires the least RGM intervention of any major league. It is well-governed, financially coherent, growing, and already has the union-shareholder structure that other leagues are evolving toward. The five-year alignment plan for URC is simpler than for Top 14 or Premiership:

- **Co-tender the broadcast rights into the 2030–1 European bundle.** Premier Sports' renewed deal carries through that window; alignment with the consolidated tender is the natural next step.
- **Preserve the SA Rugby and SuperSport relationships.** These are assets to RGM, not friction points. The URC is the operational template for how RGM works with SuperSport on the wholesale side.
- **CVC's 28% URC stake rolls into RGM via the JV mechanism (Section 3.3).** This is consistent with the broader CVC roll-over thesis (Section 8) and requires no parallel transaction.

> ***[Discussion point]*** *The URC is also politically useful within RGM as the proof that union-owned, PE-minority, multi-territory club rugby works. The Premiership's mixed-equity model is broken; Top 14's patron-owner model is fragile; the URC's union-anchored model is operationally healthy. In any internal political discussion about future governance norms for European club rugby, the URC is the structural reference point.*

7.6 Super Rugby Pacific: geographically apart, commercially aligned

Super Rugby Pacific is the joint venture between New Zealand Rugby and Rugby Australia, with twelve teams across both countries plus Moana Pasifika and the Fijian Drua. The competition has stabilised after several turbulent years; the 2025 season has been the strongest in recent memory, helped by

[43] Martin Anayi public interview, reported Rugby Pass / Irish Times (2024).
[44]

competitive parity (the Fijian Drua have shown they can beat any side in the league) and a reduced play-off system.

7.6.1 The deal landscape

Broadcast rights run through 2030. Rugby Australia's deal with Nine Entertainment (covering Super Rugby Pacific and Wallabies internationals) was extended to a five-year agreement worth up to A$240m running 2026–2030. New Zealand Rugby's deal with Sky NZ runs to a similar window. Crucially, the new RA-Nine deal moves all Super Rugby Pacific matches behind the Stan streaming paywall — a meaningful commercial shift for the Australian market and a useful precedent for the DTC thesis.[45]

7.6.2 What RGM does, and does not, do here

Super Rugby Pacific is in a fundamentally different position to the European leagues. It is geographically isolated from RGM's core consolidated tender (which is built around the European broadcast window), it has just signed long-cycle deals through 2030, and the unions involved (NZR, RA) are SANZAAR members whose international rights flow into RGM through the SANZAAR JV mechanism (Section 3.3). There is no near-term commercial lever that helps Super Rugby Pacific become "part of" RGM in the same sense Top 14 or the Premiership might.

What RGM does provide:

- **Commercial alignment from 2030.** When the current SANZAAR/Super Rugby Pacific broadcast cycle ends in 2030, Super Rugby Pacific's rights can be co-tendered into the RGM bundle for Southern Hemisphere territories, or licensed to local wholesale partners on the SuperSport model. This is the same logic as the European leagues, applied with a five-year delay.
- **Solidarity flow.** The 2% covenant supports Pacific Islands development directly (Section 5), which addresses the structural weakness of the smaller Super Rugby Pacific members (Drua, Moana Pasifika) without RGM acquiring rights in the competition itself.
- **World Club Competition.** The long-discussed world club competition — pitting Super Rugby Pacific top teams against Champions Cup quarter-finalists and League One champions — sits naturally as an RGM-curated product once the European and Southern broadcast cycles align in 2030. This is the most credible bridge between Super Rugby Pacific and the consolidated structure.

7.7 Japan League One and MLR: the growth markets

The two non-traditional leagues sit in the chapter for different reasons. Japan League One is a commercially viable, corporate-anchored competition with significant talent and a stable corporate-owned club model. MLR is the earliest-stage professional rugby league in any major market, but sits in the country that will host RWC 2031 and is therefore strategically central to RGM's growth thesis.

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7.7.1 Japan League One

Japan Rugby League One is now in its fifth season (2025–26), with twelve Division 1 clubs owned predominantly by major Japanese corporates — Toyota (Verblitz), Suntory (Sungoliath), Saitama Wild Knights (Panasonic), Kobe Steelers (Kobelco), and similar. The corporate-owned model gives the league financial stability that the European leagues lack: the clubs are subsidiaries of large corporates that treat them as brand and CSR investments rather than as profit-and-loss centres. International talent is significant — Sam Cane, Brodie Retallick, Damian de Allende, Ardie Savea and others currently play in the league — and the broadcast cycle runs through 2027 with NTT.[46]

- **The five-year alignment plan** for Japan League One is co-tender into the Asian segment of the RGM consolidated bundle from 2027, with the corporate club owners retaining their teams and the league operating its sporting format autonomously. The corporate-owned model is actually compatible with RGM commercial alignment in a way patron-owner Top 14 is not, because the corporates are commercial actors with rational financial frameworks rather than personal-prestige owners.
- **Strategic significance.** Japan is the keystone of RGM's Asia growth thesis (Section 4). Its 176m viewing hours at RWC 2023 (third globally), commercial scale, and high ARPU make it the highest-priority non-traditional market for RGM. League One is the platform for that.

7.7.2 MLR

Major League Rugby is in its eighth season in 2025, with eleven teams across the US (and historically Toronto). The league signed a multi-year media rights agreement with ESPN announced in early 2025, with all regular-season and play-off matches on ESPN+ and a selected number on ESPN2. As part of the deal, MLR is also available across Sub-Saharan Africa — a small but symbolically interesting extension. The league is loss-making in aggregate but the ESPN deal is the first credible commercial validation, and the upcoming RWC 2031 in the US (which MLR co-hosts in effect via its US presence) is the strategic prize the league is building toward.[47]

MLR's position in the RGM thesis is asymmetric. RGM does not need MLR commercially in the near term — the league is too small and too early. But RGM does need MLR to exist and to grow, because the US market opportunity in the 2031–2035 window is enormous and MLR is the only credible domestic professional infrastructure for capturing it. The strategic alignment is therefore developmental rather than commercial: RDB capital can flow to MLR-aligned grassroots and academy programmes (Section 5), and RGM's wholesale strategy in the US can either work through MLR's existing ESPN partnership or licence around it, depending on how the 2027 ESPN cycle expires.

7.8 Champions Cup / EPCR: the consolidation linchpin

European Professional Club Rugby (EPCR) operates the Champions Cup and Challenge Cup, the two cross-border tournaments featuring clubs from the Premiership, Top 14 and URC. EPCR is not a separate league — it is a derivative product of the three constituent leagues — but it carries the

[46] Japan Rugby League One official governance announcement (2025). Formal salary cap introduced from 2027–28.
[47] Major League Rugby press release; ESPN press release (January 2025).

earliest-expiring premium rights of any rugby property: the Premier Sports UK deal expires 2026–27, the earliest gate in the entire rights-cycle calendar (Section 9.5).

This makes EPCR the linchpin of RGM's first consolidation window. Two scenarios:

- **EPCR rights rolled into RGM at the 2026–27 expiry.** If the Premiership, Top 14 and URC agree to co-tender EPCR rights into the RGM bundle when the Premier Sports deal expires, RGM's first consolidated commercial event lands in 2027 rather than 2030–1. This dramatically accelerates the financial model's revenue ramp, and is the single highest-leverage commercial decision in this chapter.
- **EPCR signs another standalone deal.** If the constituent leagues cannot align in time, EPCR signs another standalone Premier Sports (or equivalent) deal for 2027–2032, and RGM's first consolidated bundle slips to 2030–1. The financial model is broadly robust to this outcome — the implementation chapter (Section 9) builds in the contingency — but the value upside is materially lower.

The political work needed to secure the 2026–27 EPCR consolidation is significant but contained: it involves agreement between only three leagues (Premiership, Top 14, URC) on a single decision, not a full consolidation of those leagues. It is the highest-leverage, lowest-execution-cost move in the entire RGM strategic playbook. The doc's recommendation is that EPCR consolidation be treated as the priority commercial milestone of the construction period, ahead of even the CVC closing on timing grounds.

7.9 Synthesis: who consolidates, when, and how

Pulling the chapter together into a single map of league-by-league actions across the two horizons:

Competition	5-yr commercial	10-yr structural	Mechanism
Top 14	Co-tender from 2027	Format / club consolidation (LNR-led)	Force 2027 broadcast cycle into RGM bundle; salary cap convergence; calendar alignment
Premiership	Co-tender 2030–1	Likely club consolidation	RGM media uplift + stabilisation fund + integration with EPCR/European framework
URC	Co-tender 2030–1	Format stable	Already structurally aligned; preserve SA/SuperSport relationships; CVC rolls via JV
Super Rugby Pacific	Co-tender from 2030	Format stable	Aligned via SANZAAR; world club competition the bridge product
Japan League One	Co-tender from 2027	Format stable	Corporate-owner model already RGM-compatible; Asia growth anchor
MLR	Developmental support	Commercial co-tender post-2031	RDB capital + post-RWC 2031 commercial integration

EPCR (Champions Cup)	Roll into RGM 2026–27 (priority)	Single integrated European framework	Highest-leverage early commercial event; aligns 3 leagues on a single rights decision

Two principles run through this map. First, RGM does not impose a single legal or ownership structure across the leagues. It imposes a single *commercial* alignment — rights bundling, calendar coherence, salary discipline — while leaving sporting governance, ownership and format to the leagues themselves. The narrowness of the ask is what makes it closeable. Second, the sequencing follows the rights cycles, not RGM's preferred timeline. EPCR first (2026–27), Top 14 and Japan and MLR next (2027), then the main consolidated tender (2030–1) bringing Premiership, URC, Super Rugby Pacific and the SANZAAR international rights together. The chapter does not pretend the leagues will move on RGM's schedule; it shows how RGM moves on theirs.

Cross-references: rights-cycle gates in Section 9.5; CVC roll-over mechanism in Section 8; tier 1/JV structure in Section 3.3; solidarity covenant and development bond in Section 5; audience/subscription thesis in Section 4.

8. Execution Roadmap

The financial structure is robust. The execution risk is almost entirely political: three groups — unions, institutional capital, and CVC — must align in the right sequence, and the sequence matters as much as the substance. This section maps the four execution phases, identifies the critical path, and names the risks that can absorb delay and those that cannot.

8.1 The political path

The financial structure is robust; the execution risk is almost entirely political. Three groups must align: the unions (governance), the existing commercial entities (Six Nations Rugby / SANZAAR JV), and the existing capital holders (principally CVC). The Top 14 represents the hardest political negotiation given the patron-owner model of leading French clubs.

8.2 Phase 1: Pre-formation (Months 0–12)

- Formation of working group: World Rugby, RFU, FFR, NZR, SARU, RA, IRFU, plus Six Nations Rugby and SANZAAR commercial leads
- Confidential dialogue with 5–8 cornerstone institutional investors to test pricing and terms
- Independent valuation work commissioned (Big Four advisory plus specialist sports bank)
- CVC exit negotiation framework — coordinated buyout across positions
- Top 14 / LNR engagement programme — the gating political conversation
- Legal architecture: holdco jurisdiction, articles, rights transfer documentation

8.3 Phase 2: Formation & primary raise (Months 12–24)

- RGM incorporation; rights contribution agreements executed
- Institutional equity primary raise — ~$4.0bn cash from cornerstone consortium (plus ~$0.5bn CVC rolled preferred, totalling the capped $4.5bn / 30%)
- CVC buyout executed (~$3.0bn negotiated valuation)
- Senior debt issuance — $4.0bn placement
- Subordinated hybrid issuance — $1.5bn placement
- RGM board appointed; CEO and CFO hired

8.4 Phase 3: Development Bond issuance (Months 18–30)

- Rugby Development Trust formally constituted
- Trustees appointed, governance structure ratified
- RDB roadshow to ESG fixed income buyers
- RDB issuance — $5.0bn
- First-year deployment programme begins

8.5 Phase 4: Operational integration (Months 24–60)

- First consolidated global media rights tender — 8-year cycle
- Integrated DTC streaming platform launch
- Data, betting, and digital rights consolidation
- Women's game commercial programme acceleration
- US and Asia market development programmes operationalised
- R360 absorption negotiation (if proceeding) or competitive response

8.6 Critical-path risks

See Annex B for the strategic issues map: sixteen items arranged by dependency depth, with the four critical-path issues that can break the thesis flagged and matched to their mitigants.

- **CVC exit pricing.** CVC paid premium valuations across Six Nations, Premiership, and URC. Negotiating a coordinated exit at acceptable terms is the single largest execution risk. The leverage is that no other consolidating buyer exists, but CVC retains optionality through the cycle.
- **Top 14 alignment.** French club owners do not share the financial discipline assumptions underlying the structure. The Top 14 may need to be structured as a separate participating entity rather than fully consolidated initially, with provision for later integration.
- **Concussion litigation tail.** The $250m legacy claims allocation may prove inadequate depending on how UK, French, and Australian cases develop through 2026–2028. Bondholder protection via ring-fence is structurally robust but the unions' residual exposure remains a sensitivity for the RGM equity story.
- **R360 competitive response.** If R360 launches in 2028 with serious capital and a credible product, it could fragment the player pool and depress the rights bundle's value. The strategic response is to absorb R360 (preferred) or to compete with a sanctioned franchise format. Either requires capital flexibility built into the RGM working capital line.
- **Geopolitical / sovereign wealth pressure.** Saudi PIF, Qatar, UAE all have stated sports investment mandates. The structure must accommodate eventual sovereign capital participation without compromising governance — the 75% Class A threshold for state-controlled buyers is the mechanism, but it will be tested.

9. The CVC Transaction

The buyout of CVC's rugby positions is the gating execution item of the entire structure — until it is resolved, the three most commercially significant European rights packages cannot be cleanly consolidated. CVC's failed exit is not a counterargument to this proposal. It is the proof of it: minority stakes in fragmented competitions have no viable exit, and CVC knows it. This section sets out what CVC holds, what it paid, why conventional exit routes have closed, and why the RGM roll-over is the only transaction that solves both sides' problem.

The buyout of CVC's rugby positions is the gating execution item of the entire structure. Until CVC's economic interests across Six Nations, the Premiership, and the URC are resolved, those rights cannot be cleanly bundled, contributed to RGM, or re-tendered. Section 8 treated this as the single largest execution risk and carried a $3.0bn placeholder. Both the framing and the number now need revising — and the revision is materially in RGM's favour. The publicly available picture of CVC's rugby holdings as of 2026 transforms CVC from an obstacle into a motivated seller, and reduces the likely cost of acquisition well below the original placeholder.

9.1 What CVC actually holds, and what it paid

CVC entered rugby across 2018–2021, deploying approximately $700m across three competitions, all held within a single fund — CVC Fund VII, a 2017 vintage. The entry terms:

Position	Entry cost	Stake	Status in 2026
Six Nations Rugby	$365m	~14.3%	Best-performing rugby asset; the crown jewel of the three
Premiership Rugby	$200m	~27% (initial)	Imploded through and post-Covid; three clubs collapsed
PRO14 / URC	$120m	~28%	Modest commercial returns; stabilised but unspectacular
Total rugby	~$700m	—	All within CVC Fund VII (2017 vintage)

Two features of this matter enormously for the negotiation. First, the entire rugby cost basis is roughly $700m — not the $3bn the placeholder implied. The $3bn figure appears to have conflated cost basis with a premium-on-exit assumption that the market has since rejected. Second, all three positions sit in one fund of a single vintage, which means they share one exit clock and one set of limited partners demanding their capital back.

9.2 The motivated-seller reframing

The original doc framed CVC as holding the leverage: premium entry valuations, no obligation to sell, optionality through the cycle. The evidence points the other way. CVC has already tried to exit these assets and failed, and the fund holding them is at the end of its natural life.

- **The fund clock is running out.** CVC Fund VII is a 2017 vintage. By 2026 it is roughly nine years into a standard ten-year life and at the point where it must exit its investments and return capital to its limited partners. The three rugby leagues, as a package, are not in exitable shape on their own. This is structural pressure to transact, and it is pressure on CVC, not on RGM.
- **They bundled the assets specifically to sell them — and couldn't.** In September 2025 CVC consolidated its sports investments into Global Sport Group (GSG), a vehicle widely described as a continuation fund. CVC then spent months trying to sell a significant stake in GSG at a roughly €9bn valuation, advised by Goldman Sachs, PJT Partners and Raine Group. Every suitor passed — several citing the poor performance of some of the underlying holdings, of which the rugby assets are the clearest example.[48][49]
- **When the equity sale failed, they recapped with debt instead.** Unable to sell equity, CVC executed a roughly €3.5bn debt recapitalisation with KKR and Pimco — KKR lending €1.4bn via its Global Atlantic insurance arm (including €1bn of preferred equity and a 6% equity stake for up to €200m), Pimco extending €1.5bn senior, and other lenders the balance. The implied GSG valuation dropped to roughly €7bn. In short: they wanted €9bn in equity, the market refused, and they borrowed against the portfolio to return cash to LPs instead.[50][51][52]

The conclusion is direct. RGM is the strategic exit CVC has been unable to find. A buyer that specifically wants the three rugby stakes — the assets dragging on GSG and the ones suitors objected to — is not a supplicant approaching a reluctant holder. It is the solution to CVC's most acute portfolio problem, arriving exactly when the fund clock forces a transaction. The negotiating posture in the doc should reflect that.

9.3 A defensible valuation

On a $700m cost basis, with two of three assets underperforming and the whole GSG portfolio unable to clear a €9bn mark even with a strong asset (LaLiga) representing roughly half its value, the three rugby stakes are worth a fraction of the original $3bn placeholder. A defensible working range for the three positions combined is $0.8–1.3bn, weighted heavily toward Six Nations:

Position	Indicative value	Reasoning
Six Nations Rugby	$0.5–0.8bn	Best asset; some appreciation on the $365m entry is plausible given audience strength and the new FTA deal to 2029
Premiership Rugby	$0.1–0.2bn	Marked down hard post-implosion; entry was $200m, current value materially below cost

48 Reported Bloomberg, Financial Times (November–December 2025). Process advised by Goldman Sachs, PJT Partners, and Raine Group. No equity sale completed.

49 CVC Capital Partners press release; reported Bloomberg, Financial Times (September 2025).

50 Derived from reported transaction terms (Bloomberg, February 2026). Implied valuation of approximately EUR7bn versus the EUR9bn equity sale target.

51 Reported Bloomberg, Financial Times (February 2026).

52 Reported Bloomberg, Reuters (February 2026). KKR Global Atlantic arm; includes EUR1bn preferred equity and 6% equity stake for up to EUR200m.

PRO14 / URC	$0.2–0.3bn	Around or modestly below the $120m entry; stable but low growth
Combined	$0.8–1.3bn	Versus the $3.0bn placeholder — a reduction of roughly $1.7–2.2bn in assumed cost

These are illustrative working figures derived from public reporting on entry costs and the GSG recap, not marks CVC has accepted. They must be confirmed in diligence and through independent valuation. The directional point — that the true cost is well below the $3bn placeholder — is robust regardless of where within the range the final number lands.

9.4 The structure: cash plus rolled preferred

CVC has just demonstrated, in the KKR transaction, exactly the structure it is willing to accept: not a clean cash sale, but a blend in which a counterparty takes preferred equity — debt-like downside, equity-like upside — alongside cash returned to LPs. RGM should offer the same shape, because it solves both sides at once.

- **A cash component to satisfy Fund VII LPs.** Continuation-fund experience is unambiguous: when LPs are offered the choice to roll or cash out, they take cash roughly 90% of the time. Fund VII's LPs are owed a return and want realisation, not more illiquid paper. This sets a floor on the cash portion of any deal — CVC cannot hand its LPs RGM stock alone. The cash component is what makes the deal acceptable to the people CVC answers to.
- **A rolled component into RGM preferred or equity.** Above the cash floor, CVC takes RGM preferred (or a capped equity stake) for the balance. This reduces RGM's day-one cash outflow — the single largest early draw — and converts CVC from an extractive counterparty into an aligned holder that wants the consolidation thesis to succeed. It mirrors the KKR preferred structure CVC has already accepted, which makes it a familiar and credible ask rather than a novel one.
- **Six Nations potentially treated separately.** Because Six Nations is the one genuinely good asset and the other two are damage-limitation cases, the deal need not be monolithic. RGM could prioritise clean acquisition of the Six Nations stake (where CVC will want fair value) while taking the Premiership and URC positions at distressed marks, possibly with more roll-over and less cash given their weaker standing.

Practically, a deal struck at, say, $1.0bn total consideration with half in cash and half in rolled preferred implies a day-one cash cheque to CVC of around $0.5bn — against a $3.0bn all-cash placeholder. That is a swing of roughly $2.5bn in the day-one cash requirement, and it is the single biggest reason the phased use-of-proceeds in the next section can size year-one drawing far below the headline figure.

9.5 The collision with the cap table

One genuine complication must be confronted rather than glossed. The cap table in Section 3.2 is fully allocated to 100%, with institutional Class B equity capped at 30% and a hard prohibition on dilution beyond that without 75% Class A consent. A rolled CVC position is financial, not union — it is Class B-type economics. So rolled CVC equity must either sit inside the 30% institutional bucket (reducing what is available for the cornerstone cash investors RGM still needs) or expand institutional equity beyond 30% (tripping the very governance cap the heritage story depends on).

The cleanest resolution is to give CVC a bespoke, ring-fenced preferred instrument (Class P) that carries economic participation but limited or no Class A-equivalent voting, and to count it within — not on top of — the institutional allocation, with the cornerstone consortium sized accordingly. This keeps the 30% cap and the unions' supervoting control intact while still letting CVC roll. The cap table in Section 3.2 has been restated on this basis: the institutional 30% / $4.5bn now splits into a 27% / $4.0bn cornerstone cash consortium and a ~3% / ~$0.5bn CVC preferred, preserving both the cap and the 100% total. The corollary is that the cornerstone cash cheque RGM must raise falls from $4.5bn to ~$4.0bn.

10. Implementation: The 5+1 Year Build

Sections 1 to 9 establish what is being built and why. This section establishes how — phased across five milestone-gated years, with a sixth year of runway, and with capital drawn only as each gate is passed. The committed-versus-drawn distinction is central: $15bn committed does not mean $15bn deployed on day one, and understanding the difference is what makes the risk profile manageable for every participant in the structure.

Sections 1 to 9 set out what is being built and why. This section sets out how it gets built, phased across a five-year construction period with a sixth year of runway before the structure is required to stand fully on its own. The distinction matters: the headline $15bn is the size of the committed structure at completion, not the cash that lands or is serviced on day one. Treating those as the same number is the single most common way these proposals lose credibility, because it implies a debt service burden in year one that the consolidated cash flows cannot yet support. The plan below is explicit about the difference.

The governing logic is sequencing. Capital must be visibly committed before the unions will commit politically — no union board signs away commercial autonomy on the promise of money that has not been underwritten. But committed is not the same as drawn, and drawn is not the same as serviced in cash. The structure is therefore designed so that the full $15bn is underwritten and visible early, while the cash is drawn in tranches against execution milestones and debt service is deferred through an explicit holiday period until the first consolidated media cycle lands. This is standard practice in large infrastructure and leveraged structures; it is unusual only in that rugby has never attempted financial engineering at this scale.

10.1 Committed versus drawn-and-serviced

The proposal is presented on two distinct lines, and every figure in this section should be read against whichever line is relevant:

- **Committed / underwritten capital.** The full structure — $15bn — underwritten by the cornerstone equity consortium, the senior and hybrid note investors, and the Development Bond programme. This is the number the unions, the market, and the press see. It is real in the sense that it is contractually backed, but it is not all in the operating account on day one.
- **Drawn-and-serviced capital.** The cash actually deployed and carrying a live debt service obligation in a given year. Year 1 is equity-only: the equity first close of approximately $1.4bn covers the CVC cash component (~$0.5bn), legal and transaction costs, and initial working capital. No senior notes and no hybrid are drawn in Year 1 — debt is drawn progressively from Year 2 as contracted rights are contributed and milestones are cleared. Senior notes draw across Years 2–5 as broadcast minimum guarantees are formally contributed to RGM. Hybrid draws in three milestone-gated tranches: Tranche 1 (~$350m) in Year 2 with PIK; Tranche 2 (~$500m) in Year 3 post-media tender; Tranche 3 (~$650m) in Year 4. The full $5bn debt stack is not in place until Year 4–5. This sequencing is what makes the structure financeable: the unions get the certainty of committed capital, investors get milestone-gated deployment that

de-risks their entry, and RGM avoids carrying debt service that its early pre-consolidation cash flows cannot support.

The gap between the two lines is the point. It is what makes the structure financeable: the unions get the certainty of committed capital, the investors get milestone-gated deployment that de-risks their entry, and RGM avoids carrying a debt service burden that its early, pre-consolidation cash flows could not cover. The cost of this design is honesty about the quantum: a coupon and principal holiday means interest capitalises in the early years, so the nominal debt grows before it shrinks. The doc states this plainly rather than burying it — a sophisticated credit investor will model it regardless, and discovering it themselves is worse than being told.

The committed-versus-drawn distinction is the subject of the capital build-up visual (a planned addition to the visuals workstream), which plots both lines against the rights-cycle gates described below.

10.2 The debt service holiday

The 5+1 framing is built around a holiday period before full cash debt service begins. The mechanics differ by tranche:

- **Senior secured notes ($4.0bn).** Drawn progressively as the contracted broadcast minimum-guarantee cash flows are contributed to RGM. Because these are secured against investment-grade counterparty payments, they carry the lowest coupon and the shortest holiday — cash-pay can begin relatively early, once the first tranche of contracted rights sits inside the entity.
- **Subordinated hybrid notes ($1.5bn).** Structured with a payment-in-kind (PIK) or capitalised-interest toggle for years one and two. Interest accrues and capitalises rather than being paid in cash, so the early-year cash burden is near zero. Cash-pay bites only once the first consolidated media deal lands and the revenue share above the minimum guarantee begins to flow. This is where the holiday does most of its work.
- **Development Bond ($5.0bn).** Issued in the year-two to year-three window, after the 2% gross-revenue covenant has a track record of flowing to the Trust. A debt service reserve account, funded from issuance proceeds, supports coupon coverage during the build-up years while RGM gross revenue scales toward $3bn at maturity.

The “+1” — the sixth year — is deliberate runway. It is the buffer between the end of the construction period and the point at which the structure must service itself fully and refinance the first maturities on its own merit. If consolidation runs to plan, the sixth year is when the first integrated media tender has been priced and the rating has de-risked enough to refinance the early, expensive tranches at materially tighter spreads. If it runs slow, the sixth year absorbs the slippage without triggering a covenant breach. Either way, the structure is not betting on flawless execution to the month.

10.3 Hybrid tranche sequencing

The hybrid notes are not raised as a single block. They are sequenced into milestone-gated tranches, with the explicit design that early tranches are smaller and more expensive and later tranches are larger and cheaper as execution de-risks the credit. The gate is the repricing mechanism: each proof point — CVC buyout closed, first union rights formally contributed, first consolidated tender priced — lowers the perceived execution risk and therefore the coupon on the next tranche.

This inverts the usual problem. A single large raise at formation would have to be priced for maximum execution risk, because none of the milestones have yet been hit — the investor is underwriting a plan, not a track record. By tranching against milestones, RGM pays the high risk premium only on the small early tranche it genuinely needs, and captures the de-risking benefit on the larger later tranches. The blended cost of capital across the hybrid is materially lower than a single up-front raise would command.

Indicative sequencing:

Tranche	Trigger milestone	Indicative size	Pricing logic
Hybrid 1	Formation; first union rights contributed	\$0.3–0.4bn	Highest coupon — prices pure execution risk, no track record
Hybrid 2	CVC buyout closed; consolidation underway	\$0.5bn	Repriced tighter — the gating execution risk has been cleared
Hybrid 3	First consolidated media tender priced	\$0.6–0.7bn	Tightest coupon — the value event has crystallised the revenue case

Sizes are indicative and sum toward the \$1.5bn hybrid total; exact tranching is a function of market appetite at each gate. The principle — small-and-dear early, large-and-cheap late — is the fixed design feature.

10.4 Off-ramps and risk transfer

Institutional investors will not commit to a five-year construction with binary execution risk and no fallback. The structure therefore carries layered risk-transfer, with each layer addressing a different failure mode. The design principle is that risk transfer wraps what is contracted, not what is hoped for — a distinction that is easy to blur and fatal to blur.

- **Insurance wrap on the senior contracted floor.** Credit insurance or a monoline-style wrap can be placed over the minimum-guarantee broadcast cash flows — the contracted payments from investment-grade broadcasters. If a broadcaster defaults, the insurer pays. This lifts the effective rating of the senior tranche and tightens its coupon. Crucially, the wrap covers the contracted floor only. It cannot and does not wrap the speculative media uplift — the revenue share above the minimum guarantee that the whole growth case depends on. Wrapping speculative upside is neither available in the market nor honest to claim; the doc is explicit that the insurable layer is the floor and the floor alone.
- **Milestone gating on the subordinated tranches.** As set out in 10.3, the hybrid is gated such that capital is committed but not drawn until its milestone is hit. This is itself an off-ramp: if a milestone fails, the corresponding tranche is simply not drawn, and the structure does not

take on debt it cannot service. The failure is contained to the unbuilt portion rather than cascading through a fully-drawn stack.

- **CVC roll-over optionality.** CVC is approaching natural exit points across its Six Nations, Premiership, and URC positions. Rather than treating the buyout purely as a cash outflow, the structure offers CVC the option to roll part of its position into RGM equity. This reduces the day-one cash requirement — the single largest early draw — and converts a counterparty that could obstruct into one with aligned upside. It is both a financing efficiency and a political off-ramp: a CVC that holds RGM equity is a CVC that wants RGM to succeed.

Taken together, these are not three separate insurance policies but a layered structure: the senior floor is wrapped, the subordinated draw is gated, and the largest early outflow has an equity-roll alternative. The reversibility that institutional investors require is built into the capital structure itself, not bolted on as a side letter.

10.5 The rights-cycle gates

The entire timeline hangs off a hard external constraint: commercial rights can only be contributed to RGM and re-tendered when they roll off their existing broadcast deals. The first consolidated media tender — the central value event of the whole structure — cannot happen until enough premium rights expire together to be bundled. The current cycle of deals is therefore the real calendar against which everything else is sequenced.

Current contracted positions (as of 2026):

Rights	Current holder	Expiry	Consolidation window
Champions Cup / EPCR	Premier Sports (UK)	2026–27	Earliest gate — nearest-term premium rights to roll off
Top 14 / MLR / Japan (UK)	Premier Sports (bundled)	~2026–27	Co-terminous with EPCR — a natural early bundle
SANZAAR (Rugby Champ., Super Rugby Pacific)	Sky NZ / Nine / Stan	2030	Southern-hemisphere gate — new cycle runs to 2030
Premiership (UK)	TNT Sports / ITV	2028–2031	TNT to 2030–31; ITV FTA to 2028
Six Nations (UK FTA)	BBC / ITV	2029	Heritage FTA — the politically sensitive gate
Rugby World Cup	Cycle: 2027 / 2031 / 2035	—	Tournament cadence, not an annual rights gate

Two practical conclusions follow. First, the earliest realistic consolidation window is the Champions Cup / EPCR and the bundled Premier Sports club rights expiring in 2026–27 — these are the nearest-term premium rights to come free, which is why the early phase prioritises the club-competition layer. Second, the first genuinely consolidated tender of scale — bundling Test, club, and Southern-hemisphere rights together — cannot realistically precede the early 2030s, when the SANZAAR cycle

(2030), the Premiership pay deal (2030–31), and the Six Nations FTA deal (2029) all roll off within a tight window. The implementation timeline is built to have RGM fully constituted and capitalised before that window opens, so that it arrives as the single consolidated seller exactly when the rights become available to bundle.

Rights-expiry dates above reflect publicly reported broadcast deals as of early 2026 and should be confirmed in diligence; deal structures and territory splits vary, and several agreements contain extension options that could move these dates.

10.6 The year-by-year build

Each year of the construction period has a single organising theme, a defined capital event, and a set of political and operational objectives. The themes are sequential by design: alignment must precede consolidation, consolidation must precede the media event, and the media event must precede the full structure standing on its own.

Year	Theme	Capital event	Objectives
Year 1	Alignment & first close	Equity first close (~$1.4bn drawn); no debt drawn in Year 1	Union working group to binding MOU; cornerstone equity committed; CVC exit framework agreed; legal architecture and holdco jurisdiction settled
Year 2	Consolidation & CVC	CVC buyout (cash + roll-over); Hybrid 2; senior notes begin drawing	CVC positions acquired across Six Nations, Premiership, URC; first union rights formally contributed; early club rights (EPCR window) brought in
Year 3	The media event	Development Bond issuance ($5.0bn); Hybrid 3	First consolidated media tender priced — the central value event; DTC platform build underway; Trust constituted and first deployment begins
Year 4	Integration & scale	Full senior stack drawn; holiday rolling off	Operational integration of consolidated rights; women's and US/Asia programmes operationalised; data and betting consolidation
Year 5	Full structure & refinance	Refinance early expensive tranches at tightened spreads	Structure fully drawn and servicing in cash; rating de-risked; early hybrid tranches refinanced cheaper
Year 6 (+1)	Standing alone	Buffer / contingency	Runway before full self-sustaining service; absorbs slippage; Top 14 integration completed if phased to

			this point

The Top 14 sits deliberately late in this sequence. As noted in Section 7, the patron-owner model of the leading French clubs makes it the hardest political negotiation in the entire structure, and forcing it early would risk gating the whole launch on its most intractable counterparty. The plan therefore phases the Top 14 in as a participating entity that converges later — ideally into the year-five or year-six window, once the structure has demonstrated its value and the cost of staying outside it has become visible. Letting the French league run semi-independently and converge on evidence is far safer than making day-one consolidation conditional on the one negotiation most likely to stall.

10.7 What has to be true

The plan is robust to slippage but not to a failure of its core premises. Three things have to hold for the 5+1 build to work, and the doc names them rather than assuming them:

- **The capital must be genuinely committed early.** The whole sequencing logic depends on the unions seeing underwritten capital before they commit politically. If the cornerstone consortium will only commit conditionally on union sign-up, the structure deadlocks — each side waiting for the other. Breaking that requires at least one cornerstone investor willing to anchor on a binding-subject-to-milestones basis.
- **The CVC negotiation must clear in the year-one-to-two window.** It is the gating execution item. The roll-over option improves the odds by aligning incentives, but if CVC holds out for a cash exit at a price the structure cannot bear, the early phase stalls. There is no alternative consolidating buyer, which is leverage — but CVC retains optionality through its own fund cycle, which is counter-leverage.
- **The first consolidated tender must land in the early-2030s window.** The value case crystallises at the media event. If the rights cycles drift out of alignment, or a major union re-signs a standalone deal that fragments the bundle before RGM is ready, the central tender slips and the refinancing case with it. Securing standstill or contribution commitments on the key rights before they next come to market is the practical mitigant.

None of these is fatal in isolation and all three are addressable, but they are the load-bearing assumptions. A reader doing diligence should test these first, because everything else in the structure is downstream of them.

11. Summary

The proposal is large. This section states its core logic in plain terms, so the argument can be tested without re-reading the full document. If a single claim were to be extracted: rugby's under-monetisation is structural, the structure has a structural fix, and the window to execute it is narrow and closing.

This proposal restructures global rugby's commercial architecture to attract patient, infrastructure-grade institutional capital at scale while protecting — indeed reinforcing — the heritage and community foundations that distinguish rugby from football's increasingly extractive ownership model.

The $15bn raise is calibrated to the defensible enterprise value of consolidated rugby commercial rights ($22–25bn), sits within the comparable peer group of Formula One, UFC, and the major tennis tours, and is supported by five identifiable structural growth vectors. The capital structure deliberately combines: institutional equity providing strategic discipline; long-duration senior debt providing efficient funding; subordinated hybrid providing aligned credit; and the Rugby Development Bond providing the largest single ring-fenced grassroots investment in the history of the sport.

Critically, the structure inverts the conventional relationship between professional and community sport. The 2% gross revenue solidarity covenant, structurally senior to all debt and dividends, makes grassroots investment a contractual obligation rather than a discretionary charity. The ESG-classified Development Bond turns institutional bondholders into permanent advocates for the long-term health of the community game. The Heritage Lock, the Player Lock, and the supporters' golden share architecture ensure that the things that make rugby valuable — its tribalism, its heritage, its physical and moral seriousness — are protected not by sentiment but by enforceable governance.

If rugby gets this right, it builds something football could not: a properly capitalised, globally consolidated, institutionally credible sports IP business with a community foundation contractually senior to shareholder returns. The window to do this — between the Nations Championship launch, the deferral of R360, and the natural exit point for existing CVC positions — is narrow. It is, at the same time, the best window the sport has had, or is likely to have, in this generation.

12. The Growth Path: Bridging to $15bn

The $15bn pre-money valuation implies a $9bn premium over rugby's current fragmented commercial-rights value. That premium does not require the audience to grow — it requires the existing audience to be properly monetised through five compounding components, each with a real-world precedent. This section builds the bridge component by component and shows what the value floor looks like if only three of them land.

Section 2.1 was explicit that RGM's headline valuation is the value of the consolidated commercial-rights vehicle, not the value of the sport of rugby. The Annex (Section 13) shows the model outputs that justify the maturity figures. What sits between those two — the bridge from today's fragmented commercial-rights economy to a vehicle worth $15bn pre-money / $22–25bn EV — is the work of this section. It is the part of the thesis a sceptical reader most needs to see decomposed into named, defensible steps.

Throughout this chapter, all figures are kept strictly in either revenue terms or enterprise-value terms; the two are never blended. The starting point is today's commercial-rights EV (the value of all the rugby commercial-rights assets that exist now, in the absence of RGM), built up from known recent transactions. The ending point is RGM's maturity EV. The bridge has five components, each independently quantified, with sources for each.

12.1 The starting point: rugby's commercial-rights EV today

The cleanest way to size today's rugby commercial-rights value is to add up the most recent transaction-implied valuations of the assets that would be consolidated into RGM. This produces a defensible lower bound, since transactions reflect what arms-length buyers have actually paid rather than aspirational marks. The numbers below are drawn from public reporting on the CVC investments, the GSG portfolio recap (Section 9), and the recent broadcast-cycle deals.

Asset	Implied EV today	Basis
Six Nations Rugby Ltd	~$2.5bn	CVC paid $365m for ~14.3% in 2021 — implied 100% EV ~$2.5bn. Most defensible single anchor.[53]
Premiership Rugby	~$0.5–0.8bn	CVC paid $200m for ~27% in 2018 — implied $0.5bn. Marked down materially post-club-collapses (Section 7.4).[54]
URC (Pro Rugby Championship)	~$0.4bn	CVC paid $120m for 28% in 2020 — implied $0.43bn. SA Rugby joining as shareholder Sep 2025 supports the mark.[55]

[53] Derived: CVC paid $365m for approximately 14.3% of Six Nations Rugby Limited (2021), implying a 100% enterprise value of approximately $2.55bn. Most recent arms-length transaction; primary anchor for the starting-EV calculation in Section 12.

[54] Derived: CVC paid $200m for approximately 27% of Premiership Rugby (2018). Lower bound of current range reflects material markdown post-club-collapses; upper bound reflects residual franchise value of surviving clubs.

[55] Derived: CVC paid $120m for 28% of Pro Rugby Championship DAC / URC (2020), implying approximately $0.43bn 100% EV. SA Rugby's entry as shareholder September 2025 supports the mark.

SANZAAR / Rugby Championship rights	~$0.6–0.8bn	Implied from RA-Nine deal (A$240m / 5yr) plus Sky NZ (~$75–80m/yr) capitalised at sector multiples.
Top 14 commercial rights (LNR)	~$1.0–1.2bn	Canal+ deal €355m / 5yr capitalised; private and union-controlled, no transaction reference.
Japan League One commercial rights	~$0.2–0.3bn	Corporate-owned model, NTT broadcast cycle to 2027; lower commercial leverage.
World Rugby ex-RWC commercial assets	~$0.3bn	Sponsorship and digital assets ex-tournament cycle; speculative.
Total fragmented commercial-rights EV	~$5.5–6.5bn	Today's sum-of-parts — BEFORE consolidation premium or RGM

This figure — roughly $6bn — is the starting point of the bridge. It is meaningful for two reasons. First, it is materially higher than the casual estimate of "~$3bn rugby global economy" that has appeared in other parts of the thesis; that lower figure conflates revenue with EV. Today's rugby commercial-rights *EV* is roughly $6bn; today's rugby *annual revenue* is roughly $2.5–3bn. Different units, both correct. Second, that $6bn is the *sum of fragmented parts*. Consolidating them into a single vehicle is itself value-creating before any operational improvement is layered on top.

Important note on Rugby World Cup. The RWC commercial rights are explicitly excluded from this starting figure because Section 3.3.4 treats them as TBC — they remain with World Rugby pending separate negotiation. The bridge does not assume them. If RWC rights are eventually contributed to or partnered with RGM, the starting point is materially higher; the doc deliberately does not bank on this.

12.2 The five bridge components

Five steps build the bridge from $6bn fragmented sum-of-parts to $22–25bn consolidated EV. Each is named, sized, and independently justified, so that a reader who disagrees with any one component can subtract it and see the residual bridge for themselves.

Component	Driver	Quantum ($bn)	Justification
Starting EV (today, fragmented)	—	$6bn	Sum of transaction-implied valuations (12.1)
1. Consolidation premium	Bundle > sum	+$2–3bn	Bundling premium for unified rights tender; same logic that drove JV creation (Sec 3.3)
2. Revenue capture: DTC + wholesale	Disintermediation	+$6–7bn	Pickup of broadcaster margin via DTC + wholesale partnership (Sec 4)
3. Cost optimisation + calendar	Margin	+$2–3bn	Production efficiency, salary cap discipline, calendar coherence (Sec 7)
4. Audience expansion	Growth markets	+$2–3bn	Japan, USA pre-RWC 2031, Germany, women's game

5. Multiple re-rating	Re-rating	+$3–5bn	From fragmented rights-holder mult. to F1/UFC consolidated-IP range
Maturity EV (Year 5–7)		$22–25bn	Implied RGM EV at maturity

Two principles operate in this build. Each step is multiplicative in mechanism but presented additively in EV terms for clarity; nothing is double-counted between components. And the band at each step reflects honest uncertainty rather than spurious precision — a strategic reader testing the bridge wants the range, not a single number. The remainder of this section unpacks each step.

Figure 6: Growth path EV bridge

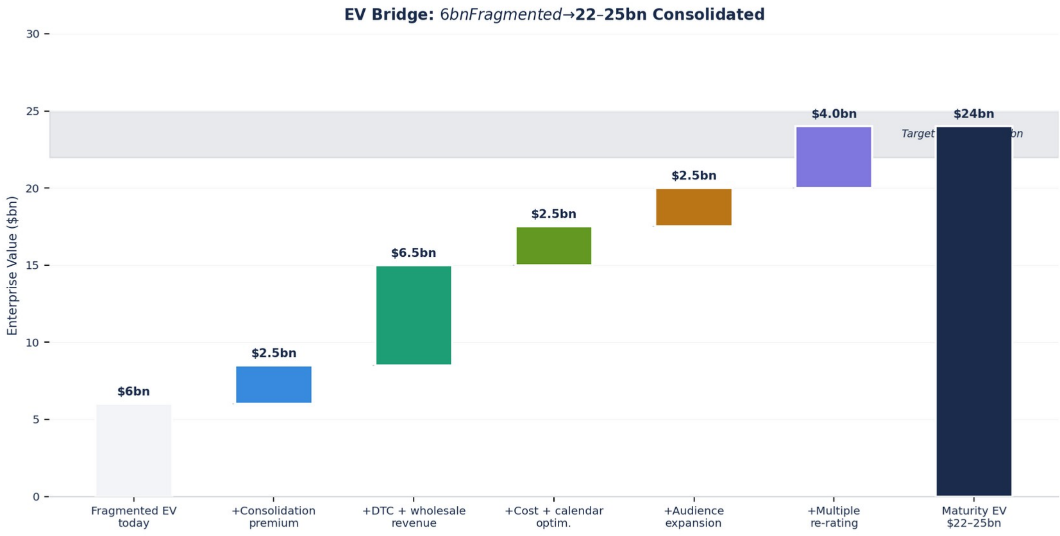


Figure 6 — White Paper v20 · Downside case: 3 components at lower bound still reaches ~$15bn pre-money

12.3 Step 1: the consolidation premium (+$2–3bn)

The first source of value is structural: a bundled premium-rights vehicle is worth materially more than the sum of its fragmented parts. The unions discovered this themselves years before RGM was contemplated, which is why Six Nations Rugby Limited and SANZAAR exist as JVs (Section 3.3). A consolidated bundle covering Six Nations, Rugby Championship, the major club competitions (via the 5-yr commercial alignment in Section 7) and EPCR is a different and more valuable commercial product than the same rights sold separately.

The mechanism is straightforward: broadcasters value a single premium rugby package higher than the sum of individual leagues because (i) they avoid the transaction costs and competitive risk of bidding for multiple parallel processes, (ii) they secure year-round content rather than seasonal gaps, and (iii) the bundle becomes a tier-1 sports rights property worth defending against streaming competitors. The same dynamic was visible in F1 when Liberty consolidated the championship's commercial rights at scale: the post-consolidation EV materially exceeded what the fragmented Bernie Ecclestone-era structure had been valued at, before any operational change.

Sizing the premium: a reasonable range, applied to the $6bn starting point, is **+30–50%** of the underlying asset value. That gives **+$2–3bn**. This is consistent with consolidation premiums observed in comparable sports-rights transactions and reflects what the bundle is worth to broadcasters relative to the sum-of-parts. It is realisable on the first consolidated media tender (the 2030–31 window described in Section 10.5, or earlier via EPCR consolidation per Section 7.8).

12.4 Step 2: the DTC and wholesale revenue capture (+$6–7bn)

This is the largest single component of the bridge and the one most directly tied to the financial model. The thesis was set out in Section 4: by going direct-to-consumer in core markets and licensing via wholesale partners in emerging markets, RGM captures the broadcaster margin that today leaks to intermediaries, while picking up new revenue streams (data, betting, second-screen, merchandising) that fragmented rights-holders cannot effectively monetise.

The financial model (Annex) shows revenue building from $1.4bn Y1 to $5.6bn Y5 with a 24%→59% EBITDA margin trajectory. At Y5 maturity that produces approximately $3.3bn of EBITDA. Converting that incremental EBITDA into EV at a defensible 8–10x multiple gives **+$6–7bn of EV** attributable to this driver — net of what was already captured in the starting fragmented value (because the fragmented assets do generate some EBITDA today; the *incremental* EBITDA is what flows to this bridge component).

The key honest constraint: this number depends on the subscriber economics holding. The audience build (Section 4) establishes the funnel — 4.5m direct subscribers and 20m wholesale-coverage subscribers by Year 5 — at conversion rates conservative against F1 TV and DAZN benchmarks. If that funnel delivers at the modelled rates, the EV contribution sits in the upper end of the range. If conversion is materially slower (the downside case in Section 4.5), the number compresses toward the lower end.

12.5 Step 3: cost optimisation and calendar coherence (+$2–3bn)

Today's fragmented professional rugby economy carries structural cost inefficiencies that a consolidated structure can address. Three are quantifiable and individually material.

- **Production cost rationalisation.** Today each rights-holder broadcaster produces its own coverage of the same fixtures separately, with separate camera crews, OB units and production overhead. A consolidated central host-broadcast operation (Section 3.4 production reserve) eliminates the duplication and produces a single high-quality feed licensed to wholesale partners. Estimated saving: $50–100m per year at maturity, capitalised at 8–10x = +$0.4–1.0bn EV.
- **Salary cap convergence.** The Top 14 / Premiership cap differential (Section 7.3.3) drives wage inflation across the system. Convergence to a managed differential reduces the arms-race effect on player wages. Estimated impact: 5–10% reduction in aggregate professional-rugby wage bill at maturity, of which ~30% accrues to the relevant club competition EBITDA (which RGM does not consolidate, but improves indirectly via its consolidated tender). Worth perhaps **+$0.5bn** indirect EV impact via competition health and reduced club distress.
- **Calendar coherence and player release.** The current calendar produces constant overlap between international windows and club competitions, which (i) reduces the audience for both, (ii) forces clubs to release-and-rest top players in unpredictable patterns, and (iii) creates governance costs and conflict. A coherent calendar (the Nations Championship is the first step) materially improves the watchability of the product and removes the negative externality. Worth **+$1–1.5bn EV** through improved broadcast value and reduced friction costs.

Combined range: **+$2–3bn** of EV from operational improvements that consolidated governance can realise but fragmented governance cannot.

12.6 Step 4: audience expansion in growth markets (+$2–3bn)

The audience case in Section 4 was deliberately conservative — the 4.5m direct / 20m wholesale base assumes only modest penetration of emerging markets within the five-year window. The growth-path EV bridge includes a separate component for the *additional* upside available from successful expansion into the four markets where rugby today is under-penetrated relative to its addressable opportunity.

- **Japan (the Asia anchor).** Section 4 shows Japan generating 176m RWC 2023 viewing hours, third globally. Japan League One has corporate-owned commercial scale (Section 7.7.1). The five-year case assumes modest Japan subscriber penetration; the additional upside from Japan reaching a more F1-like Japanese fan-engagement rate is **+$0.5–1bn** EV over the modelled base.
- **USA pre- and post-RWC 2031.** The US is the structurally largest under-penetrated market. MLR (Section 7.7.2) is too small commercially to bank on near-term, but the RWC 2031 hosting event creates a once-in-a-generation step-change in US awareness. Modelling US DTC at a credible 1.5–2m subscribers by 2032 (post-RWC) adds **+$1bn** EV beyond the base case.
- **Germany and emerging Europe.** Germany generated 15m RWC 2023 viewing hours from a low base — the fastest-growth rate of any major market. A consolidated DTC offer in German and a Rugby Europe-aligned content strategy can sustain that growth. Worth perhaps **+ $0.3–0.5bn** EV.
- **Women's game.** Women's Six Nations broadcast hours in the UK reached a record 10.4m in 2023; the women's Rugby World Cup 2025 in England (audience figures still being finalised) materially shifted the curve. The women's game is the single most under-monetised rugby asset relative to its growth rate. Worth **+$0.3–0.5bn** EV.

Combined: **+$2–3bn** of EV from successful expansion into markets and segments under-served today. This is the component most exposed to execution — it is the easiest to be wrong about — but the markets named are real opportunities backed by demonstrated demand.

12.7 Step 5: multiple re-rating (+$3–5bn)

The final bridge component is the EV uplift from the market re-rating RGM at consolidated-rights-vehicle multiples rather than fragmented rights-holder multiples. The peer set, with current public-market multiples as of 2026:

Comparable	EV (current)	EV/EBITDA (TTM)	Relevance to RGM
Formula One (FWONA)	~$27bn	~30–50x*	Closest analogue: consolidated rights vehicle; * inflated by recent surge; longer-run ~20–25x
TKO Group (UFC + WWE)	~$23bn	~17x (current); 24x (3y avg)	Consolidated IP vehicle; multi-property; the cleanest current benchmark
Premier League	~$35–40bn	n/a (private)	Aspirational; football scale is not the

	(estimated)		right peer
Madison Square Garden Sports (MSGS)	~$5bn	~25x	Smaller pure-play sports asset

Source: public market data, FWONA/TKO most recent disclosed quarterly. F1's headline TTM multiple is currently elevated by the 2024–25 revenue surge; the longer-run multiple range is more representative for forecasting purposes.

The peer-set multiple range, normalised for outliers, sits at **15–25x EV/EBITDA**. RGM at $22–25bn EV against $2.6bn Y5 EBITDA implies approximately **8.5x EV/EBITDA** — well below the peer range. That is the right way for it to sit: a defensibly conservative multiple at maturity, leaving upside if the market re-rates RGM closer to the peer median over time.

The re-rating component of the bridge therefore reflects the gap between (i) the implicit multiple paid today on the fragmented assets (CVC's Six Nations entry was at approximately 12–15x the championship's annual EBITDA proxy) and (ii) the consolidated-vehicle multiple. As RGM consolidates and demonstrates the operating economics of a single rights vehicle, the implicit multiple rises. The bridge captures **+$3–5bn** of EV from this re-rating alone.

12.8 The downside case: if only three steps land

A strategic reader stress-tests the bridge by asking what happens if components fail. The honest downside case assumes that only three of the five bridge steps land at their lower bound:

Component	Base case	Downside	Comment
Starting EV	$4.5bn	$5.5bn	Lower bound of starting range
1. Consolidation premium	+$2.5bn	+$1.5bn	Realised on first tender; relatively low-risk
2. DTC + wholesale	+$6.5bn	+$3.5bn	Subscription conversion slower than modelled; sensitivity from Section 4.5 applied
3. Cost / calendar	+$2.5bn	+$1.5bn	Calendar harder than expected; salary cap only partial convergence
4. Audience expansion	+$2.5bn	+$0.5bn	Japan delivers, but US/Germany underperform; women's game scales slower
5. Multiple re-rating	+$4.0bn	+$1.5bn	Market still rates RGM mid-cycle, not fully re-rated
Downside EV	$22–25bn	~$15bn	Implied valuation matches the pre-money rather than the EV

The downside case still produces a vehicle worth roughly $15bn EV — the same as the headline pre-money. The interpretation is straightforward: even with significant execution slippage across multiple components, RGM at maturity is worth at least what is being paid for it at formation. That is the test that matters: does the structure deliver against its founding valuation in a bad case, not just a good one? The answer is yes.

The reverse is also worth naming. An *upside* case in which RWC commercial rights eventually consolidate into or partner with RGM (currently flagged as TBC and excluded from the base figures — Section 3.3.4), and in which the women's game and Japan/US scale faster than modelled, pushes EV materially above the $25bn band. The doc deliberately does not bank on this, but a reader assessing strategic optionality should note that the upside is bounded only by execution, not by the structural ceiling.

12.9 What has to be true for the bridge to land

Each bridge component depends on specific things going right. The doc names them rather than assumes them. A reader doing diligence on the growth path should focus on these load-bearing assumptions:

- **The consolidation actually happens.** Step 1 — the consolidation premium — requires the unions and JVs to actually contribute their rights to RGM on the timeline in Section 8. If this slips materially, the premium does not crystallise. Mitigants are in the political path (Section 8.1) and the CVC mechanism (Section 9).
- **The subscriber funnel delivers.** Step 2 — the largest single component — rests on the audience case in Section 4. The 3% conversion rate is conservative but it is not zero. Subscriber acquisition cost, churn, and ARPU realisation all have to land within their modelled bands.
- **The calendar negotiation closes.** Step 3 — calendar coherence — is the most politically contested single item in world rugby. The Nations Championship launching in 2026 is the first credible step. If it fails operationally, the calendar component of the bridge slips.
- **Emerging markets respond.** Step 4 — audience expansion — is the highest-execution-risk component. It depends on specific bets (Japan League One growth, RWC 2031 US impact, German rugby development) playing out over the five-to-ten year horizon.
- **The market re-rates.** Step 5 — multiple re-rating — is in some ways the most automatic component, but it depends on RGM's operating performance being credible to public-market investors. Steps 1–4 are what make Step 5 happen; if they underperform, the re-rating is partial.

The chapter ends where it began: the bridge from $6bn fragmented today to $22–25bn consolidated at maturity is real and componentised, with each step independently justified and the downside case still landing at the founding pre-money. The thesis does not require all five steps to deliver at base case; it requires three to deliver at base case and the others to deliver at downside. That is the test the doc passes.

Cross-references: comparable set in Section 2; subscriber and audience case in Section 4; cost and calendar context in Section 7; CVC and consolidation in Section 9; financial detail in Annex (Section 13).

13. Annex: Financial Summary

The financial model in full is the primary reference. This annex summarises the key outputs — revenue by line, EBITDA margin trajectory, debt service ratios, and capital structure — so they can be read alongside the narrative without navigating the full model. All figures are in USD. The model is available in full at theboxkick.com.

This annex extracts the headline outputs of the supporting 5-year financial model (RGM_Financial_Model_v6.xlsx) so the document is self-contained for a first read. Full assumptions, formulas, the debt schedule, three statements and the RDB annex sit in the model itself — every input is flexible and every line recalculates. All figures face value ($bn unless stated). All figures in USD millions unless stated.

13.1 Key revenue assumptions

Driver	Y5 target	Commentary
Direct DTC subscribers (m)	4.5	From 0.4m Y1 — see Section 4.4 funnel
Direct ARPU ($/month)	$50	Premium retail; tiered pricing optional
Indirect/wholesale subs (m)	20.0	Via SuperSport-type partners; partner bears local production
Wholesale ARPU ($/month per sub)	$8	Lower — partner adds cost and audience
Wholesale fixed MGs ($m, Y5)	$220	Territory minimum guarantees
Sponsorship ($m, Y5)	$570	Title and tier-1: Adidas, Allianz, HSBC-band
Solidarity covenant	2.0%	Of gross revenue; senior to debt; flows to Trust

Note on Sevens exclusion. The World Rugby Sevens Series is not currently modelled as a separate revenue line in this financial summary. Under the semi-autonomous structure described in Section 4A, Sevens operates with its own P&L within RGM but has been excluded from this model pending a dedicated revenue build. Current baseline: $40–60m annually (HSBC title sponsorship plus fragmented broadcast income, non-Olympic years). Projected Year 5 target under consolidated RGM management: $150–250m, driven by full-Series DTC delivery, renegotiated title and tier-one sponsorship reflecting Olympic positioning and US market entry, and improved venue economics at underperforming legs. The Sevens line will be added to the model as a standalone row in the next revision, feeding into wholesale, DTC subscriber acquisition, and sponsorship lines separately. Until that revision, total revenue and EBITDA figures in this Annex should be read as understating RGM's maturity position by approximately $100–200m at Year 5.

Note on union distributions. The financial model projects $840m of annual distributions to rights-contributing unions by Year 5 — comprising contracted minimum guarantees and revenue share above the floor. This sits within operating costs (a cost to RGM) and is therefore not visible in the revenue table. It is disclosed here because it is a material cash flow commitment and central to the union *participation proposition. The $840m represents the contracted floor to rights contributors, secured ahead of debt service in the waterfall. See Sections 3.3 and 3.4 for full union economics.*

13.2 Revenue by line ($m)

Revenue line	Y1	Y2	Y3	Y4	Y5
Direct DTC subscription	$120	$480	$1,080	$1,770	$2,400
Wholesale (per-sub + MG)	$224	$532	$956	$1,476	$1,948
Legacy rights (rolling off)	$820	$780	$500	$190	$100
Sponsorship	$230	$330	$430	$510	$570
Data, betting & second-screen	$25	$75	$180	$280	$380
Merchandising & licensing	$20	$50	$100	$150	$190
Total gross revenue	$1,439	$2,247	$3,246	$4,376	$5,588

13.3 Profitability ($m)

	Y1	Y2	Y3	Y4	Y5
Revenue	$1,439	$2,247	$3,246	$4,376	$5,588
EBITDA	$350	$802	$1,501	$2,358	$3,306
EBITDA margin	24.3%	35.7%	46.2%	53.9%	59.2%
EBIT	$250	$662	$1,321	$2,158	$3,096
Cash interest	$38	$38	$123	$249	$386
Net income	$147	$456	$887	$1,421	$2,021

The shape of the business in plain terms: Year 1 is equity-funded — no senior notes or hybrid drawn — so the only financing cost is the CVC preferred coupon ($38m). The result is a profitable Year 1 with net income of $147m. This is the correct presentation: interest expense should only be charged against debt that has actually been drawn. Senior debt draws progressively from Year 2 as contracted rights are contributed to RGM; the hybrid draws in milestone-gated tranches from Year 2 with PIK applying in years 1–2 per the white paper design. The business is profitable throughout, with net income building to $2,021m by Year 5. Terminal EBITDA margin of 59% is above the Formula One peer (~50–55%) and comfortably defensible against the comparable set. The Year 5 figures are pre-refinance; refinancing at tighter spreads improves coverage further from Year 6.

13.4 Key ratios

	Y1	Y2	Y3	Y4	Y5

Interest cover (EBITDA / cash int.)	9.19x	21.05x	12.19x	9.49x	8.56x
RDB coverage (2% solidarity / coupon)	0.08x	0.16x	0.23x	0.31x	0.39x

Interest cover in Year 1 is 9.19x — comfortably strong, because Year 1 carries only the CVC preferred coupon ($38m) against EBITDA of $350m. Coverage falls as the senior and hybrid debt stack draws in Years 2–4, then recovers as revenue scales, reaching 8.56x by Year 5 as the full debt stack is in place and EBITDA is at maturity. The interest cover trajectory is 'inverted V' shaped in the early years because Year 2 begins drawing senior notes and hybrid cash-pay starts in Year 3 — this is structural and expected. The RDB coverage figure (the 2% solidarity covenant divided by the bond's coupon obligation) sits below 1x throughout the construction period — this is structural and expected, and is bridged by the debt-service reserve account funded at issuance (Section 5.2). It is not a weakness in the financial model; it is the financial model behaving exactly as the working doc says it should.

13.5 Capital structure

Instrument	Size ($m)	Role
Equity — cornerstone cash	$4,000	27% Class B
Equity — CVC rolled preferred	$500	~3% Class P; within 30% cap (Section 3.2)
Senior secured notes	$4,000	Investment grade target; ~5.25%; refinanced Y5
Subordinated hybrid	$1,500	~8% with PIK yrs 1–2; refinanced Y5 at ~6.5%
Total into RGM	$10,000	= $10bn
Rugby Development Bond (Trust)	$5,000	= $5bn; bankruptcy-remote; ring-fenced
Total committed	$15,000	= $15bn face / $15,000m USD; underwritten at formation, drawn in milestone tranches

Modelling note. The financial model draws the full debt and equity in Year 1 for simplicity, which causes a cosmetic accumulation of cash in the early years. In practice, capital is committed up front but DRAWN in milestone-gated tranches per Section 10, so the true cash and leverage profile is meaningfully different from the model's presentation. Operating P&L is unaffected by this simplification.

13.6 What the model demonstrates

Three findings are worth surfacing from the model into the strategy narrative.

- **The operating business works.** Even on conservative cost ramps and a deliberately low DTC conversion rate (3% of addressable fans), the business reaches $5.6bn of revenue and $3.3bn of EBITDA by Year 5. That is roughly 2.0–2.5x the size of today's entire global rugby commercial economy, captured inside a single consolidated rights vehicle. The valuation thesis of $22–

25bn EV is consistent with these numbers on a high-single-digit EBITDA multiple, well inside the F1 (~12x) and UFC (~15–18x) ranges.

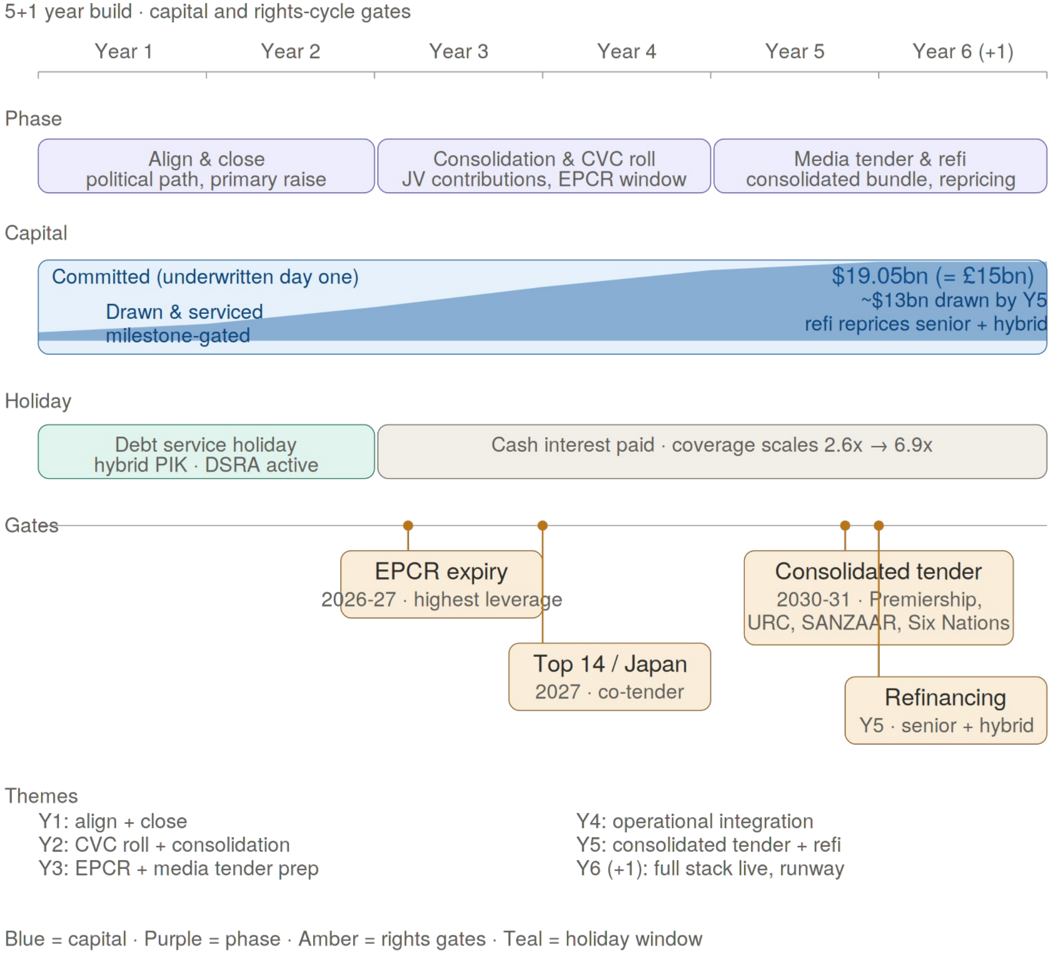
- **The structure is honest about Year 1.** Year 1 is equity-funded and profitable. Year 1 draws only the equity first close (~$1.4bn). No senior notes or hybrid are drawn in Year 1, so the only financing cost is the CVC preferred coupon ($38m). Net income in Year 1 is $147m. This is the correct model behaviour: interest on debt that has not been drawn should not appear in the P&L. Senior notes draw from Year 2 as contracted rights are contributed; hybrid draws in milestone-gated tranches from Year 2 with PIK in years 1–2 per the structure. The interest cover trajectory peaks in Year 1 (9.19x, light debt burden) and compresses in Years 2–3 as the debt stack builds, before recovering as revenue scales. This is not a weakness — it is the designed sequencing. A credit committee reviewing this model will see a structure that is profitable from day one, with debt service obligations that grow in line with the rights and revenue being contributed to RGM. Two further levers are available to management if needed: active cost management in the pre-consolidation period, and IFRS amortisation of debt issuance costs over the instrument life rather than expensing them in full. Neither is required to show profitability — the base case is already profitable throughout.
- **The wholesale model carries more of the early revenue than the direct DTC.** By Year 5, direct DTC subscription is the largest single line ($1.8bn), but it is only roughly 43% of revenue. The combination of wholesale ($1.95bn), sponsorship ($570m), and the residual ecosystem (data, merchandising, late-cycle legacy) is the rest. The thesis is not bet-the-business on retail subscribers — it is a portfolio in which DTC is the largest line but never the only one. That diversification is what makes the credit financeable.

Cross-references: subscriber and audience case in Section 4; use of proceeds in Section 3.4; capital structure detail in Section 3.2 and Section 9; phased draw and refinancing in Section 10.5–10.7.

— End of White Paper —

Annex A: 5+1 Year Implementation Timeline

A visual companion to Section 10 (Implementation: The 5+1 Year Build). The timeline overlays the capital state (committed at $19.05bn day one, drawn in milestone-gated tranches reaching ~$10bn by Year 5) on the rights-cycle gates that punctuate the period — EPCR expiry 2026–27 as the highest-leverage early event, the Top 14 / Japan window in 2027, and the consolidated media tender plus refinancing landing together in Year 5.



Annex B: Strategic Issues Map

Sixteen strategic issues laid out by dependency depth across four tiers — foundational political items at left, structural financing in the second column, operational work during the build in the third, and growth/maturity items at right. Each issue can be traced to the section of the white paper that addresses it. The lower panel highlights the four critical-path issues that can break the thesis if they fail, with the relevant mitigant cross-references named below. This annex is referenced from Section 8.6 (Critical-path risks).