THE COMMENTATOR CUP

Official Rules

The Promoter of this contest is EA Swiss Sàrl, Place du Molard 8, Geneva 1204, Switzerland ("Sponsor").

NO PURCHASE NECESSARY. ENTRANTS IN THIS CONTEST MUST BE LEGAL RESIDENTS OF THE UNITED KINGDOM, AT LEAST 18 YEARS OF AGE AND HAVE A VALID EA ACCOUNT BEFORE APRIL 19, 2017. VOID IN WHERE PROHIBITED.

1. To Enter. To enter, go to The Commentator Cup Contest (the "Contest") website at www.easports.com/uk/fifa/commentator-cup

beginning 12:00:01 a.m. GMT on April 19, 2017 through 11:59:59 p.m. GMT on April 28, 2017 (the "Contest Period").

- First, choose and download one of the Sponsor provided video sequences from FIFA 17 (the "Contest Assets");
- Second, form a commentator duo with a friend ("Entrants") and record a video of yourselves commentating on the gameplay from any one of the Contest Assets provided;
- Third, upload your final video to YouTube; and
- Finally, submit the required information and provide a link to your YouTube video (your "Entry" or "Entries").

Entries must incorporate only the Contest Assets and the Entrants' own originally created commentary. Entries must be submitted in a form of a link to a YouTube video. No other methods of entry will be accepted.

2. Limit. You may submit multiple Entries, but are only eligible to win one prize. For purposes of this Contest, all Entries will be presumed authored by the persons submitting the Entry.

3. Entry Requirements and Restrictions. By entering, Entrants warrant that their Entries contain only Sponsor-provided Contest Assets, if any, and/or their own, original creations. Entrants further warrant their Entries do not contain any third party copyrighted materials, and otherwise do not violate or infringe the rights, including, without limitation, copyrights, trademark rights or rights of publicity/privacy, of any third party. Sponsor grants Entrants a limited, non-exclusive, noncommercial license to use the Contest Assets solely in connection with, and as a part of, the Contest. Entrants shall otherwise have no right, title or interest in or to any Contest Assets, and any use of the Contest Assets (including use of the Entry that contains Contest Assets) other than as permitted by these Official Rules may constitute copyright and/or trademark infringement. Entries must only incorporate the facial likeness or name of the Entrants. Entries must not have been submitted in other contests or been previously published. Entries must be suitable for publication and appropriate for audiences of all ages. Entries must not contain any racial, religious or ethnic slurs, explicit language, obscene, pornographic, violent, or sexual content, libel, hate speech, reference to alcohol, drugs or other illicit substances or otherwise unlawful, inappropriate, objectionable, offensive or illicit content, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any Entry that does not follow these requirements and/or incorporates prohibited content. Disgualified entries will not be eligible to win any prize.

Completed entries must be sent electronically during the Contest Period and received by 11:59:59 p.m. GMT on April 28, 2017. All Entries become the property of Sponsor and will not be returned. Sponsor assumes no responsibility for lost, incomplete, incorrect, or misdirected entries. Proof of submission of Contest Entry is not considered proof of delivery or receipt of such Entry by Sponsor. Sponsor and its Agents (defined below) assume no responsibility for lost, late, intercepted,

incomplete, incorrect, or misdirected entries, or Entries not otherwise received by Sponsor. Use of a false email account will disqualify an Entry. Sponsor and its Agents (defined below) are not responsible for technical, hardware or software malfunctions, misdirected entries, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, lost, late, illegible, misdirected, garbled, damaged or delayed electronic or other communications or other technical problems related to emailed Entries. Any communication or information transmitted to Sponsor and/or the Site by electronic mail or otherwise, is and will be treated as non-confidential and nonproprietary. Sponsor, in its sole discretion, further reserves the right to disqualify any person who tampers with the entry process or the operation of the Site, or who otherwise violates these Official Rules. By entering, Entrants accept and agree to abide by the terms of these Official Rules.

4. Eligibility. This Contest is only open to residents of the United Kingdom who have a valid EA Account and are 18 years of age or older before April 19, 2017. Employees of Sponsor, its parent company, affiliates, subsidiaries, representatives, advertising, promotion and publicity agencies ("Sponsor and its Agents") and the immediate family members and persons living in the same household of each are not eligible. Contest is void where prohibited, restricted or taxed by law. All local laws and regulations apply.

5. Personal Information. Nothing in these Official Rules shall be deemed to exclude or restrict any of the winner's or the entrant's statutory rights as a consumer.

Sponsor will process personal information submitted by the entrants in accordance with Sponsor's Privacy and Cookie Policy, as accepted by the entrants before their participation in the Contest and available at http://www.ea.com/privacy-policy for the purposes of:

(a) Organizing, running and monitoring the Contest and prize fulfillment, including, if Entrants wins a prize, publishing (i) their names on the Winner(s) List and (ii) their names and country of residence online or in any other media in connection with the Contest, as described further in Section 7 below); and

(b) Any additional processing activities to which Entrants consent.

Entrants acknowledge that personal information may be stored and processed for the purposes set out in the Privacy and Cookie Policy in the United States or any other country in which Sponsor, its parent, subsidiaries, or third party agents operate.

Sponsor participates in the U.S.-Swiss Safe Harbor Framework for the collection, use, and retention of data from Switzerland. While Sponsor relies on various mechanisms to effectuate cross-border transfers, we continue to adhere to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view our certification, please visit <u>http://www.export.gov/safeharbor</u>.

6. Entry Judging. On or about April 28, 2017, Sponsor or its designee, the Contest Judge, whose decisions are final and binding on all matters relating to the Contest, will independently evaluate and judge all eligible Entries received and selected, in its sole and absolute discretion, the top 4 videos to be entered into the Final Rounds from all eligible Entries based on the following criteria: 33% - showcase of knowledge of the FIFA 17 game, 33% creativity and 34% personality. In the event of a tie(s), the winners among the tying Entry(ies) will be that with the highest ranking in the creativity category.

In the Final Rounds, the four pairs of Finalists will commentate on a live game match of FIFA 17 and will be judged based on the following criteria: 33% pace, 17% creativity, 17% showcase of knowledge and 33% chemistry between the duo. The Entrants with the highest score will be deemed as the Grand Prize winners. In the unlikely event of tie(s), the winners among the tying Entry(ies) will be that with the highest ranking in the chemistry category. If an additional tie-breaker

is needed, the winners in the tying Entry(ies) will answer a series of questions related to FIFA 17; the duo that first answers a question incorrectly will be eliminated. The Contest Judge's decisions are final and binding.

7. Winner Selection and Notification. On or about April 28, 2017. Sponsor will identify and notify potential winners by an email to the email address specified on the Contest Entry. If a potential Final Round contestant cannot be contacted at this email address, is contacted and does not respond as directed within **48 hours** of attempted notification, fails to sign and/or return the Declaration of Eligibility within the required time period, refuses the prize, is ineligible to accept the prize, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules; all prizes claimed in accordance with these Official Rules will be awarded. In the event that a potential winner is disqualified or the prize is forfeited for any reason, Sponsor will award the applicable prize, time permitting given the nature of the prize, to an alternate winner using the skill-based criteria set forth above from all remaining eligible Entries. Only three (3) alternate winners will be selected, after which EA retains the discretion to donate the applicable prize to a charity of Sponsor choosing. Potential winners may be required to provide a mailing address to claim prize.

8. **Prizes.** There are five (5) prizes. Odds of winning any prize depend upon the number of eligible entries received in the Contest.

Four (4) Final Round Prizes. Four (4) pairs will win a trip to The Pitch studio in London for the opportunity to commentate on a live game match of FIFA 17. Prize includes a ground transportation to/from The Pitch studio from entrant's residence and hotel accommodations (one double-occupancy room) of Sponsor's choosing for two (2) nights. Incidentals, including, without limitation: telephone calls, facsimile charges, Internet charges, spa/beauty salon services, laundry, tours/excursions, gift shop purchases, room service and related hotel fees and airline service charges, are the sole responsibility of the Winners. Winners must be able to travel on May 3, 2017 and be available for filming on May 4, 2017 or Prize will be forfeited in its entirety. Travel and accommodations are subject to availability and certain restrictions. Any extra nights' stay and any additional costs associated with an extended stay are the sole responsibility of the Winners. Valid Passport and/or other travel documentation may be required. Additional restrictions may apply.

Approximate retail value (ARV) of each Final Round prize is £1,000.00.

<u>One (1) Grand Prize</u>: One pair will win the Grand Prize trip to visit the FIFA 17 Ultimate Team Championship Finals ("UTC") in Berlin, Germany. Grand Prize trip includes roundtrip airfare to/from Berlin from closest airport nearest to Winner's home, hotel accommodations (one doubleoccupancy room) of Sponsor's choosing for two (2) nights and back-stage pass to commentate at the UTC Finals on May 19 & 20, 2017. Incidentals, including, without limitation: telephone calls, facsimile charges, Internet charges, Spa/beauty salon services, laundry, tours/excursions, gift shop purchases, room service and related hotel fees and airline service charges, are the sole responsibility of the Winners. Winners must be able to travel on May 18, 2017 through May 21, 2017 or Prize will be forfeited in its entirety. Travel and accommodations are subject to availability and certain restrictions. Any extra nights' stay and any additional costs associated with an extended stay are the sole responsibility of the Winners. Valid Passport and/or other travel documentation may be required. Additional restrictions may apply. Approximate retail value (ARV) of the Grand prize is £2,000.00

Prizes are not transferable. No substitution of prizes for cash or other goods and services is permitted, except Sponsor reserves the right to provide a substitute prize of approximately equal or greater value if an advertised prize becomes unavailable. All taxes, including, without limitation, all federal, state, provincial, and local taxes, and international tariffs, are the sole responsibility of the individual winner.

9. License. By entering this Contest, each entrant expressly grants to Sponsor, its affiliates and agents a non-exclusive, perpetual, worldwide, complete, sub-licensable and irrevocable right to quote, re-post, publish, use, adapt, translate, archive, store, reproduce, modify, create derivative works from, syndicate, license, print, sublicense, distribute, transmit, broadcast, and otherwise communicate, and publicly display and perform the Entry, or any portion thereof, in any manner or form and in any medium or forum, whether now known or hereafter devised, without notice, payment or attribution of any kind to entrant or any third party. Entrant further waives and agrees not to assert any moral or similar rights entrant may have in such Entry. Except where prohibited by law, Entrant agrees that Sponsor, its affiliates and agents, have the right to use the entrant's first and/or last name, user or screen name and hometown on Sponsor's and/or its Agents respective websites and in any and all media in and in connection with promotion, publicity, marketing and advertising for the FIFA videogame franchise, existing or future FIFA video games, this Contest or other promotions by Sponsor and/or its Agents without any further attribution, notification or compensation to entrants. Sponsor shall have no obligation (express or implied) to use any of the Entries, including the winning Entries and Entrants shall not be entitled to any damages or other relief by reason of Sponsor's use or non-use of any entry.

10. General Conditions. By participating in the Contest, Entrants assume sole liability for and agree to indemnify and hold Sponsor, their affiliates, officers, directors, employees and agents, harmless from and against any and all claims, damages, obligations, losses, injuries, costs or debt, and expenses (including but not limited to attorney's fees) claimed to be caused from participating in this Contest or the acceptance, possession, shipping and handling, loss, use or misuse of any prize awarded; except with respects to claims resulting from death or personal injury arising from EA's negligence or with respect to claims resulting from the tort of deceipt or any other liabilities that may not be excluded by law. Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, computer virus, bug, tampering, or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor has the right to select winners from eligible entries at any time before the termination of the Contest. If terminated Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible entries received up to time of such action using the judging procedure outlined above. By participating in this Contest, participants agree to be bound by these Official Rules and the decisions of the Contest Judges and to be contacted by Sponsor or its agents by telephone, mail and/or email regarding this Contest. If there is a dispute regarding the identity of an entrant, the Entry will be deemed submitted by the person in whose name the email account is registered. This Agreement is between you and EA Swiss Sarl, a company registered in the Geneva Companies Registry with company registration number: CH-660-2328005-8 and with offices at 8 Place du Molard, 1204 Geneva, Switzerland; (ii) the laws of your country of residence govern this Agreement and your use of EA Products and EA Services; and (iii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this Agreement, an EA Product or EA Services shall be the courts of your country of residence. Nothing in these Official Rules shall have the effect to deprive you of the consumer protection rights granted to you by the laws of your residence that cannot be derogated from by agreement.

11. Winners list. Sponsor will post the names of confirmed winners online after May 4, 2017 at <u>www.easports.com/uk/fifa/commentator-cup</u>. This list will remain posted until June 1, 2017.