

# **EACC Autumn 2021**

## **Terms & Conditions**



## Introduction

The EA SPORTS FIFA ONLINE 4 Series (hereafter "**FO4 Series**") is a standalone tournament series organised by the Fédération Internationale de Football Association (FIFA) ("**FIFA**") EA-Strasse 20 P.O. Box 8044 Zurich Switzerland and ELECTRONIC ARTS INC ("**EA**") 209 Redwood Shores Parkway, Redwood City, CA 94065, USA, using the FIFA ONLINE 4 free-to-play multiplayer online game ("**FO4**"), published in each country by the following publishing companies:

- In China, by Tencent Holding Ltd ("**Tencent**"),
- In Korea, by Nexon Korea Corporation ("**Nexon**"),
- In Vietnam and Thailand, by Garena Online Private Ltd ("**Garena**"),  
altogether referred to as the "**Local Publishers**".

The FO4 Series shall include the EACC Autumn 2021 (hereafter "**EACC**") organised and operated by EA, crowning one FO4 eSports team as the EACC Autumn 2021 winner.

These Terms and Conditions for the EACC (hereafter "**EACC Terms and Conditions**") govern the participation of FO4 eSports teams ("**FO4 eSports Teams**") and their participating athletes ("**Athletes**") in the EACC.

By signing these EACC Terms and Conditions, all FO4 eSports Teams and all Athletes accept and agree to abide and comply by these EACC Terms and Conditions.

EA is issuing these EACC Terms and Conditions during one of the most exceptional times in recent history because of the global COVID-19 pandemic. Therefore, EA reserves the right to update these EACC Terms and Conditions from time to time in its sole discretion. Those changes will be made to cater to potential changes in the global situation, certain governmental restrictions in some regions or limits to EA's capability to support and host global EA eSports events. Any revised version of these EACC Terms and Conditions will be sent to FO4 eSports Teams by email.

Headings are for interpretation only and do not affect the interpretation of these EACC Terms and Conditions.

### **1. Overview of the EACC**

The EACC is a video game tournament where twelve (12) FO4 eSports Teams located in the eligible countries listed in Appendix 1 will play against each other using the FO4 in the "classic" mode.

The EACC will be played in a team format of FO4, on Personal Computers (hereafter the "**Supported Platform**") on an on-site basis from four exclusive recording studios located in each eligible country, respectively.

The EACC shall comprise two (2) different competition stages:

- The Group stage which shall determine the best eight (8) FO4 eSports Teams which will compete in the Knock-Out Stage (hereafter the "**Group Stage**"); and

- The Knock-Out stage which shall crown the best FO4 eSports Team as the EACC Autumn 2021 winner (hereafter the “**Knockout Stage**”).

EA may cancel, postpone, relocate and/or organize a replacement “online” version of any EACC stage as a result of circumstances and/or events outside of its reasonable control (including as a result of the COVID-19 outbreak) without any liability of EA in this respect.

## **2. EACC Stages Calendar**

- Group Stage: from September 13<sup>th</sup> to September 15<sup>th</sup>, 2021.
- Knockout Stage: from September 16<sup>th</sup> to September 19<sup>th</sup>, 2021.

## **3. FO4 eSports Team Ranking**

To provide all FO4 eSports Teams with a meaningful ranking system, EA shall use the EA SPORTS FIFA ONLINE 4 Series Ranking (“**FO4SR**”). This system is inaugurated for all FO4 eSports Teams to rank the progression and current ability of their FO4 eSports Teams against other FO4 eSports Teams. The ranking system will be determined by FIFA and EA and consider team performances in the FO4 Series, in accordance with the meaningfulness of the relevant competition during which the performance was made (as determined by FIFA and EA). EA reserves the right to vary the methodology used to determine each FO4 eSports Team's ranking.

## **4. FO4 eSports Teams Eligibility and Registration**

### **FO4 eSports Teams Eligibility**

An FO4 eSports Team is eligible to participate in the EACC, if it complies with the following requirements:

- The FO4 eSports Team must operate in an eligible country in accordance with Appendix 1 or as otherwise determined by EA from time to time.
- The FO4 eSports Team (and its representative Athletes) must not (i) be the subject of any U.S. sanctions and/or embargoes which prohibit or restrict use of FO4 by that FO4 eSports Team (and/or any of its players, officials or other representatives); or (ii) be formed, incorporated and/or located in any country in which the use of FO4 is restricted by any such U.S. sanctions and/or embargoes.
- The FO4 eSports Team must have validly executed and returned these EACC Terms and Conditions as more particularly in the registration process here below.
- The FO4 eSports Team must be owned by its representative and must comply at all times with the following ownership requirements:
  - The FO4 eSports Team owner (either a physical person or a professional corporation) represents the FO4 eSports Team throughout the EACC (the “**FO4 eSports Team Owner**”).
  - The FO4 eSports Team Owner may directly or indirectly own and operate a maximum of two (2) FO4 eSports Teams within the FO4 Series.

- No more than two (2) FO4 eSports Teams can operate under the same brand or team name.
  - A brand must be visually identifiable unique or the brand registered latter throughout the record of the EACC may be ordered to change the brand.
- The FO4 eSports Team must not change ownership or naming between the previous events of the FO4 Series and the EACC without EA's prior written approval.
- The FO4 eSports Team must have participated in other FO4 Series events operated by EA, or the Local Publishers and must be placed among the best three (3) FO4 eSports Teams in one of the four (4) eligible countries' domestic qualifying events ("**Domestic Qualifying Events**").
- Each FO4 eSports Team shall nominate at least three (3) and a maximum of four (4) Athletes to compete in the EACC and shall ensure that:
  - Three (3) of these Athletes have already participated in the Domestic Qualifying Events as part of the same FO4 eSports Team; and
  - Such Athletes will not be substituted throughout the EACC.

## **FO4 eSports Teams Naming Requirements**

The name of each FO4 eSports Team that wishes to participate in the EACC (and any other moniker used by such FO4 eSports Team) must comply with the following requirements with respect to the EACC (the "**Naming Requirements**"):

- The inclusion of the name, branding or other intellectual property of any third party in the club name of any FO4 eSports Team is at EA's sole discretion and EA reserves the right to require any FO4 eSports Team to compete under a neutral and commercially unbranded name/logo in its discretion at any time;
- FO4 eSports Teams are strictly prohibited from using FIFA, EA, or Local Publishers' intellectual property rights in their FO4 eSports Team name for the EACC.
- The name chosen by FO4 eSports Teams must be original and distinct from other FO4 eSports Team names and must not be deemed vulgar by EA and its affiliates. Names must not infringe on a third party's intellectual property, privacy, or publicity rights, or violate the law. In the event of two or more FO4 eSports Teams registering for the EACC with the same name, EA reserves the right to require any and/or all relevant FO4 eSports Teams to register under a new name in its discretion (provided that EA shall consider any reasonable representations of the relevant FO4 eSports Teams in this regard); and
- FO4 eSports Teams shall provide EA with an English translation of their name(s), as the case may be.

## **Athletes Eligibility**

When selecting and nominating the three (3) or four (4) Athletes that will compete in the EACC, the FO4 eSports Teams shall ensure that the Athletes have signed these EACC Terms and Conditions and comply at all times during their participation in the EACC with the following requirements:

- o Athletes must be (i) at least 16 years old at the date of registration or (ii) above the minimum age needed to have a full (not underage) EA account in their country of residence.
- o Athletes must be a resident of one of the eligible countries listed in Appendix 1.
- o Athletes must not have represented any other FO4 eSports Team as part of any FO4 Series, provided that, if the ownership or the name of their FO4 eSports Team change during the FO4 Series in accordance with Section 4 of these EACC Terms and Conditions, Athletes are entitled to represent their FO4 eSports Team as newly named or owned.
- o Athletes must not be in breach of these EACC Terms and Conditions or any other rules or regulations governing any EA eSports competition or event held under the auspices of EA or EA SPORTS (as determined by EA acting reasonably), which include, without limitation, any sanction from the FO4 Series.

It is understood that Athletes may be required by EA to provide proof of residency in an eligible country to compete in the EACC. The sufficiency of any such evidence or documentation will be determined by EA (or its agent) in its sole discretion.

Each Athlete may be required to modify its Gamertag if determined by EA in its sole discretion, (for example, where such Gamertag is inappropriate, offensive or violates any third party right). Participating Athletes shall provide EA with an English translation of their name, as the case may be.

Employees of EA, FIFA, or Local Publishers and their respective affiliates, subsidiaries, representatives, advertising, promotion and publicity agencies, and the immediate family members or persons living in the same household of such individuals are not eligible to participate in the EACC.

## **FO4 eSports Teams Registration**

EA will invite the best twelve (12) FO4 eSports Teams to participate in the EACC by email, based on their placement in Domestic Qualifying Events.

In order to participate in the EACC, each FO4 eSports Team is required to send to EA via email to the following email address: [FO4S\\_Referee@ea.com](mailto:FO4S_Referee@ea.com) the following elements:

- a copy of these EACC Terms and Conditions validly executed by each Athlete composing the FO4 eSports Team.
- the following information relating to its FO4 eSports Team:
  - o the Athletes nominated by the FO4 eSports Team to represent the FO4 eSports Team during the EACC.
  - o FO4 eSports Team full name and shortened name.
  - o FO4 eSports Team roster, including:
    - Athletes' real name and display (in-game) name.
    - Athletes' travel and visa information; and
    - FO4 eSports Team logo.

It is understood that the FO4 eSports Teams may be required by EA to provide additional information during the registration process.

The FO4 eSports Teams shall send the information listed here above to EA until August 20<sup>th</sup>, 2021. After such date, the participation of the FO4 eSports Team to the EACC is no longer guaranteed.

## 5. EACC Format

*The exact format of the EACC might be altered by EA due to COVID-19 pandemic safety, security, and health requirements applicable in each country.*

- The EACC will be played in two (2) stages:
  - The Group Stage will be played as follows:
    - The twelve (12) invited FO4 eSports Teams will be divided in four (4) groups of three (3) FO4 eSports Teams.
    - The best two (2) FO4 eSports Teams per group advance to the Knockout Stage.
  - The Knockout Stage will be played as follows:
    - The semifinal and final rounds will be played in a Best-of-5 format; and

All the other rounds will be played in Best-of-3 format. To ensure competitive integrity, the Athletes will play from a safe and controlled environment in a local recording studio, on a specially prepared network, ensuring both a stable connection between each studio and a balanced latency within each matchup.

- Due to the exceptional circumstances relating to the ongoing COVID-19 pandemic, the participation to the EACC will not require international travel of FO4 eSports Teams.

## Definitions

- Best-Of-3 Format – each Matchup between two FO4 eSports Teams consisting of a maximum of three individual Games.
- Best-Of-5 Format - each Matchup between two FO4 eSports Teams consisting of a maximum of five individual Games.
- Bracket - Teams qualifying from the same Division are placed in a double-elimination bracket.
- Matchup – the face-off between two participating FO4 eSports Teams over multiple games
- Game or Leg - 1 single game of play in FO4 played by one participating Athlete in a FO4 eSports Team.
- Referee – the official individual who watches the Games, ensures the Game rules are adhered to by the FO4 eSports Teams and participating Athletes and arbitrates on matters arising from the Game.

## Draft Day – Format

Before entering into the Group Stage, all FO4 eSports Teams and Athletes are expected to attend the draft day which shall serve to determine the in-game teams all Athletes of each FO4 eSports Team will be allowed to use to play the Games throughout the EACC (the “**Draft Day**”). The outcome of the in-game team drafted after such Draft Day must remain unchanged throughout the different stages of the EACC.

The Draft Day will take place on 10 September 2021.

## Draft Day – Draft Order

The Draft Day order will be determined by a randomized procedure on the day of the draw where a group and a draft number will be allocated to each FO4 eSports Team. The number will determine the position at which the FO4 eSports Team may do the picks of their in-game players during the Draft Day.

- The Draft Day will be held in 2 stages and a total of 8 rounds using a “snake-draft” method, as follows:
  - Each regular round consists of having each of the twelve (12) FO4 eSports Teams picked in the order as determined during the Draft Order Drawing Ceremony starting with the FO4 eSports Team with the lowest number, continuing to FO4 eSports Team with the highest number.
  - Each regular round will be followed by a reverse order round, starting with the FO4 eSports Team with the highest number during the Draft Order Drawing Ceremony and continuing to the FO4 eSports Team with the lowest number.
  - The sequence of regular and reverse order rounds will persist, regardless of Stages of Draft, resulting in 6 regular order rounds and 6 reverse order rounds.
  - If a FO4 eSports Team fails to pick an in-game player within the allotted time, the Draft program will automatically switch over to the next FO4 eSports Team. FO4 eSports Teams will have to draft all missed picks in the last round of Stage 1 and Stage 2, respectively.
  - Stage 1
    - Each FO4 eSports Team will select 11 in-game players within the salary cap of 200.
    - Each FO4 eSports Team must pick at least 1 in-game goalkeeper.
    - There will be 8 rounds of draft.
      - Rounds 1, 2, 3
        - Each FO4 eSports Team will draft 1 in-game player per round.
        - The time limit for each draft pick will be 30 seconds per FO4 eSports Team.
      - Rounds 4, 5, 6, 7
        - Each FO4 eSports Team will draft 2 in-game players per round.
        - The time limit for all draft picks will be 60 seconds per FO4 eSports Team in these rounds.
      - Round 8
        - Each FO4 eSports Team will make all missing picks, if any, up to 11 total in-game players (including 1 in-game goalkeeper)
        - There will be no time limit for this round.
  - Stage 2
    - Each FO4 eSports Team will select 7 in-game players, with no salary cap.
    - Each FO4 eSports Team must pick at least 1 goalkeeper.
    - There will be 4 rounds of draft.
      - Rounds 1 and 2
        - Each FO4 eSports Team will draft 2 in-game players per round.
        - The time limit for all draft picks will be 60 seconds per FO4 eSports Team.
      - Round 3
        - Each FO4 eSports Team will draft 3 in-game players per round.

- The time limit for all draft picks will be 90 seconds per FO4 eSports Team.
  - Round 4
    - Each FO4 eSports Team will make all missing picks, if any, up to 7 total in-game players (including 1 goalkeeper)
    - There will be no time limit for the draft picks.
- After completing Stage 1 and Stage 2 of draft, FO4 eSports Teams will be able to select in-game team assets, such as their jerseys.
  - If a FO4 eSports Team is representing an existing football club, the FO4 eSports Team will be able to select the respective in-game assets without waiting for their turn in the draft order.
  - In case of any Games between these FO4 eSports Teams representing an existing football club and other FO4 eSports Teams not representing a football club, the first can always select and use the existing and official in-game assets and the other team will have to use different in-game assets.
- Picking order of in-game team assets will follow the reverse order round.
- The list of in-game team assets will be provided during draft day.
- Each in-game team assets can only be chosen once - there should not be any two FO4 eSports Teams using the same in-game team assets.

## Draft Day – Requirements

- All FO4 eSports Teams and Athletes are required to attend the Draft Day.
- Each FO4 eSports Team will draft an in-game team of 18 in-game players.
- Positions are divided into FW / MF / DF / GK
- The player pool will consist of in-game players from following classes, grades:

Class	Grade
ICON	3
21TOTS	4
21TOTY	4
21TOTY-N	5
UP	5
NTG	5
MC	5
VTR	5
MG	5
LH	5
HOT	6
20NG	6
COC	6
TC	6
OTW	6



TT	7
GR	6
NHD	7
TB	7
Live Season	9

- In-game players' level will be set to 5.
- Only in-game players with the same salary/specification globally will be allowed.
- In-game manager level will be set to 100.
- Each FO4 eSports Team can have a maximum one copy of an in-game player, even if from different classes (e.g., TOTY C. Ronaldo + TT C. Ronaldo is not allowed on the same in-game team).
- Other FO4 eSports Team cannot draft the same in-game players within the same class, if the in-game player has already been drafted (e.g., there will be only one TOTY C. Ronaldo available in the draft)
- Other FO4 eSports Team can choose in-game players with the same name from different classes, if the in-game player is still available (e.g., both TOTY and TT C. Ronaldo can be drafted into different in-game teams).
- The "Team Color"-in-game system will not be applied.
- The Live Performance in-game system will not be applied.
- Account registration will take place after the Team Draft is completed.
- All Athletes in the FO4 eSports Team will be provided with the same in-game team (each participating Athlete can have an individual account on the eSports server).

## Group Stage – Format

The Group Stage serve for the best eight (8) FO4 eSports Teams to qualify for the Knockout Stage.

Before the Group Stage, a draw will determine the allocation of the FO4 eSports Teams in 4 different groups. Each FO4 eSports Team will be allocated in different pools, based on their final position in the Domestic Qualifying Events, as follows:

<b>Pool 1</b>	1st spot from China	1st spot from South Korea	1st spot from Vietnam	1st spot from Thailand
<b>Pool 2</b>	2nd spot from China	2nd spot from South Korea	2nd spot from Vietnam	2nd spot from Thailand
<b>Pool 3</b>	3rd spot from China	3rd spot from South Korea	3rd spot from Vietnam	3rd spot from Thailand

Each group may include only one (1) FO4 eSports Team per eligible country.

In case the FO4 eSports Team that is drawn and including them there will be two teams from the same country in the group, the team from the previous group will be swapped.

Procedure:

- The four (4) FO4 eSports Teams from Pool 1 are drawn into the Groups A-B-C-D on the first slots
  - After each FO4 eSports Team is drawn, such FO4 eSports Team receive a number for the draft.
- The four (4) FO4 eSports Teams from Pool 2 are drawn into the second slots of Groups A-B-C-D
  - Within each Group there can only be one FO4 eSports Team from each country. In case there is already a FO4 eSports team in the same Group from a previous Pool the FO4 eSports Team is automatically placed in the next Group. The following drawn FO4 eSports Team will fill the original position in the open Group.
    - E.g., Pool 1 Group A; there is the FO4 eSports Team from China. From Pool 2 the first FO4 eSports Team would again be Chinese. Therefore, the second Chinese FO4 eSports Team from Pool 2 would be automatically allocated to Group B. The next FO4 eSports Team in Pool 2 drawn would then be allocated to Group A.
  - In case, this happens to the Group D slot, the FO4 eSports Team would be swapped with the FO4 eSports Team drawn in Group C.
  - After each FO4 eSports Team is drawn, the FO4 eSports Team receive a number for the draft.
- The 4 FO4 eSports Teams from Pool 3 are drawn into the third slots of Groups A-B-C-D
  - Within each Group there can only be one FO4 eSports Team from each country. In case there is already a FO4 eSports team in the same Group from a previous Pool the FO4 eSports Team is automatically placed in the next Group. The following drawn FO4 eSports Team will fill the original position in the open Group.
  - In case this happens to the Group D slot, the FO4 eSports Team would be swapped with the FO4 eSports Team already placed in Group C. In case this would then have two FO4 eSports Teams clashing on the third slot of Groups D and B would be swapped. In case of another clash, D and A would be swapped.
  - After each FO4 eSports Team is drawn, the FO4 eSports Team receive a number for the draft.
- Within each group, the FO4 eSports Teams will play a single round-robin format (playing each other FO4 eSports Teams in the group once)
- Each Matchup of the Group Stage consists of three (3) individual Games played in order. The three Games being played can either end in a draw or be won by either team.
  - Team A Athlete 1 vs Team B Athlete 1
  - Team A Athlete 2 vs Team B Athlete 2
  - Team A Athlete 3 vs Team B Athlete 3
- Before any Matchup, each FO4 eSports Team has to define the playing order of their three participating Athletes.
  - The FO4 eSports Teams have to define the playing order of their Athletes before the actual start of the previous Matchup.
  - In case the Matchup takes place the first of the day, the playing order has to be announced 60 minutes before the start of the broadcast.

- Each individual Game will award points (3 for a win, 1 for a draw, 0 for a loss) to the FO4 eSports Teams. In total, during a Matchup between two FO4 eSports Teams a total of 9 points may be allocated.
- If two FO4 eSports Teams have the same number of points after all Games during the Group Stage have been played, the following tiebreakers may be considered at EA's discretion:
  - Direct comparison between the FO4 eSports Teams in question of points numbers,
    - Only the Games between the FO4 eSports teams with the same points are considered.
      - First evaluated based on the points achieved in the Games between the FO4 eSports Teams tied.
      - Second by the goal difference (waived with 3 or more FO4 eSports Teams)
      - Second by the goals scored (waived with 3 or more FO4 eSports Teams)
  - Overall goal differences
  - Overall more goals scored
  - Overall less warnings
  - If FO4 eSports Teams are still tied, a "sudden death" Game will be played between a single participating Athlete from each FO4 eSports Team.

The best two (2) FO4 eSports Teams from each group will qualify to the Knockout Stage.

## Group Stage – Schedule

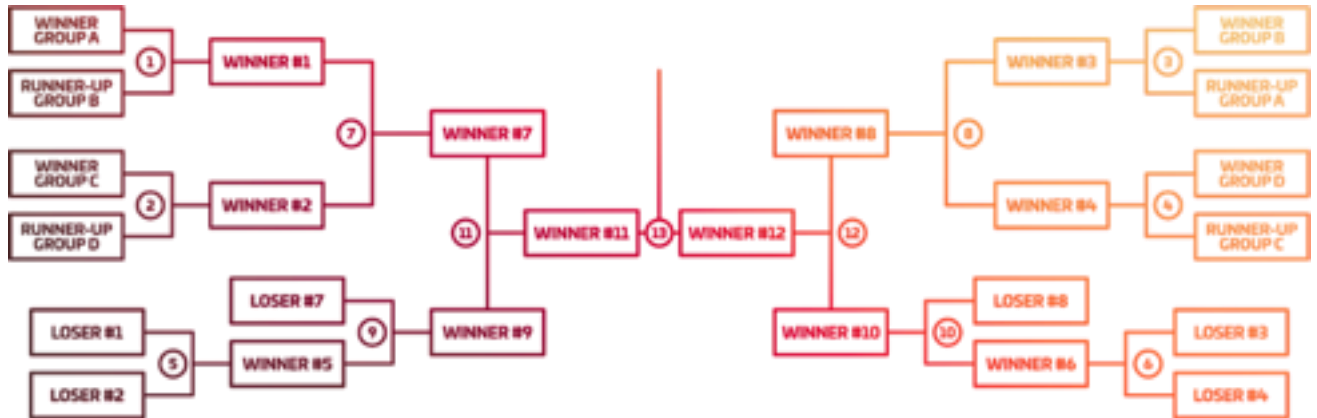
- The Group Stage will be played in the following days:
  - 13 September 2021 – Group Stage Day 1
  - 14 September 2021 – Group Stage Day 2
  - 15 September 2021 – Group Stage Day 3

## Knockout Stage – Format

The Knockout Stage will feature the eight (8) FO4 eSports Teams which have qualified for the Knockout Stage in a dual tournament format.

The Knockout Stage will be divided in two (2) different stages:

1. The first stage of the Knockout Stage, which serves for the best four (4) FO4 eSports Teams to qualify for the semifinals ("**First Stage**").
- The FO4 eSports Teams will be distributed in the bracket as follows:



- The First Stage will be played in a Best-of-3 Format.
- The FO4 eSports Teams must nominate one (1) Athlete for the first Game before the start of the previous Matchup.
  - In case the Matchup is the first of the day, the playing order has to be announced 60 minutes before the start of the broadcast,
  - Immediately after the end of the first Game, both FO4 eSports Teams have to announce the Athlete for the second Game,
- In the first round of this First Stage, the Winner of Group A will face the Runner-up of Group B, while the Winner of Group B will face the Runner-up of Group A. This pattern will be repeated for the winners and runners-up of Group C and D.
- In the second round of this First Stage, each of the four winners of the first round will play a Matchup against another winning FO4 eSports Team of the first round. The two winners of such Matchups automatically qualify to the semi-finals and the losing FO4 eSports Team will be going into the “second-chance round”.
  - Meanwhile in the second round, each of the four losing FO4 eSports Teams of the first round will play a Matchup against another losing FO4 eSports Team of the first round. The two winners of such Matchups automatically qualify to the “second-chance round”, while the losing FO4 eSports Teams are eliminated from the competition.
- In the two Matchups of the “second-chance round” the winners will qualify to the semi-finals, while the losing FO4 eSports Teams are eliminated from the competition.

2. The second stage of the Knockout Stage which comprises two semi-finals determining the two FO4 eSports teams to qualify for the Final (“**Second Stage**”).

- This Second Stage will be played in a Best-of-5 Format.
- The first FO4 eSports Team to win 3 individual Games is winning the Matchup.

Matchup	Team A	Team B
Game 1	Athlete 1	Athlete 1
Game 2	Winner Game 1 vs Athlete 2	
Game 3	Winner Game 2 vs Athlete 3 or 2	
Game 4 (if needed)	Winner Game 3 vs remaining Athlete	

Game 5 (if needed)	Winner Game 4 vs remaining Athlete
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The FO4 eSports Teams must nominate one (1) Athlete for the first Game before the start of the previous Matchup.

- In case the Matchup is the first of the day, the playing order has to be announced 60 minutes before the start of the broadcast.
- Immediately after the end of the first Game the losing FO4 eSports Team has to announce the Athlete for the second Game.

3. The winning FO4 eSports Teams of each semifinal Matchup will advance to the Final Matchup.

The winning FO4 eSports Teams of the Final Matchup will be crowned as the EACC Autumn 2021 Winner.

## Knockout Stage – Schedule

- 16<sup>th</sup> September 2021 – Knock Out Day 1
- 17<sup>th</sup> September 2021 – Knock Out Day 2
- 19<sup>th</sup> September 2021 – Knock Out Day 3

## Preparation

- The Athletes must play their opponent through the “*Classic mode (salary cap 200)*” or another game-mode on FO4, as communicated by EA. The Referee will inform Athletes which server to choose when connecting them with their opponent.
- The Athletes must be in the recording studio and on standby for setting up or testing at least 60 minutes before their scheduled Game or as communicated by EA. When entering the on-site stage of each recording studio, all Athletes have ten (10) minutes to setup their accounts and be game-ready for the next match.
- The Athletes who play from home must turn on the allocated camera and verify identity at least sixty (60) minutes before their scheduled Game or as communicated by EA throughout a pre-arranged communication platform.

## Communication

- The Athletes shall direct any in-Game related questions to the Referee.
- The Athletes must direct all their questions relating to this EACC and issues directly to EA via email to the following email address: [FO4S\\_Referee@ea.com](mailto:FO4S_Referee@ea.com)
- Other means of communication and messages sent to different channels will not be reviewed as part of administrative decisions.
- The Athletes are obliged to actively response to call out of EA in pre-arranged communication platform.

The Referee will help the Athletes to message their opponent to set up their match and communicate in case of issues.

## **Referees**

- The Referees will be on site to monitor all Games. Referees will begin play and shall record scores for each Game.
- The Referees will inform participating Athletes when to begin play before kick-off and after half-time.
- The Referees will be identified by a special ID tag or by any other form as indicated by EA.
- The FO4 eSports Teams and participating Athletes agree and acknowledge that any decision taken by a Referee in the EACC is final and binding.

## **6. EACC Game Rules**

The FO4 eSports Teams shall ensure that the Athletes comply, for the whole duration of the EACC, with the game rules set out in this Section 6. Failure of the participating FO4 eSports Teams and Athletes to comply with these rules may lead EA to apply the sanctions as set forth in Section 8.

### **In-game Team Building Requirements & Pre-Match Setup**

- The in-game team of any Athlete must adhere to the following restrictions or as otherwise communicated by EA.
  - The Athlete might choose any formation the system allows to be used.
- Statistics for strategy can be changed freely.
- Auto in-game player selection function can be used.
- If a chance of attack fails due to a systematic error during the penalty shoot-out, repeat the failing situation after changing the forward or defender and restart the Game.
- Athletes are responsible for ensuring that the opponent's in-game team meets the requirements. If the opposing in-game team does not meet the requirements, Athletes are required to contact a Referee before the start of the Game.

### **Equipment use:**

- All computers, screens, peripherals, and headsets are supplied by EA.
  - At the sole discretion of EA, computers, screens, peripherals, headsets and network service can be rented throughout the EACC for the Athletes who play from home.
- No memory cards or saved games are permitted.
- In the event that EA provides more gaming equipment for use during the EACC, the Athlete is required to solely use such provided equipment. The Athlete is not allowed to use any personal devices (such as phones, headphones, tablets, etc.) during their Games, unless express written permission has been granted by EA.
- The Athletes are permitted to use personal peripherals (specifically controllers, mice, keyboards) connected to stage PCs to play in the EACC, EA takes no responsibility for correct operation and interoperability of personal peripherals with EA's gaming equipment.
- In the case of a peripheral malfunction, EA may provide the Athlete with a standard mouse and keyboard, PS4 or XBOX controller as a replacement. EA takes no responsibility for the correct operation of replacement peripherals.

- If an Athlete discovers that their equipment is defective but nevertheless continues to play with the defective equipment without informing the Referees, all results of such Game shall be deemed valid and binding.

## In-Game Substitution

- Athletes may make a maximum of three (3) in-game player substitutions throughout the regular 90 minutes of the Game.
- Athletes may be allowed to make one additional in-game player substitution if the Game has to continue during overtime.

## Pauses

- Tactical Pause
  - For the regular 90 minutes in-game time, each Athlete is entitled to three (3) time-outs with a maximum of 30 seconds to administer formation changes, make in-game players substitutions, or carry out any other in-game related adjustments. It is the Athlete's own responsibility to be ready after the 30 second break and to continue playing.
    - If the game enters the extra 30 minutes in-game time, each Athletes earns additional one (1) time-out.
    - An Athlete might also facilitate his substitutions without losing a tactical pause via the "Quick Substitution System".
  - If a tactical pause is made, a tactical change to the in-game team must happen. Unnecessary pauses or delays are prohibited.
- Technical Pause
  - If an issue occurs during a Game, the Athlete must raise their hand and alert the Referee or type "pp" in the in-game chat. The Referee will commence the technical pause to inspect the issue at their own discretion.
  - FO4 eSports Teams may ask the Referee to pause the Game officially in the circumstances listed below.
    - Game Lag issue
      - If the Referee could clearly recognize the Lag, the Referee will check with the other Referee (opponent side).
      - If the Referee couldn't recognize the Lag due to remote participation, the Referee will make determinations based on the latency indicated by the Live Event Build(the in-game client for the competition hereafter "LEB").
      - When Lag was recognizable on both PCs, both participating Athletes must agree for restarting the match.
      - If the opponent Athlete did not feel any lag, the Athlete who raised the issue can request for a monitor frame test.
      - If there was no server or PC/monitor issue, the Athlete who raised the issue will receive a warning.
  - Critical Lag and Disconnection
    - At the sole discretion of EA, if the Game Lag that the Athlete experiences is determined to be critical, the maximum of ten (10) minutes will be allowed until the Athlete recovers the network.



- After the given time, if the Athlete failed to restore in time, EA may reschedule or forfeit the game in favor of the other Athlete(as defined at the Sactions below).
  - Opponents have displayed inappropriate language
  - Disturbance by the audience
- Tactical adjustments are not allowed in the event of a technical pause situation.
- If a technical pause was requested without legitimate reasons to do so as stated above or as identified by the referee, the participating Athlete will receive a formal warning.
- For any occurrences, EA holds the sole right to a final decision.

## Connection Issues

- Each FO4 eSports Team is responsible for a fair and competitive gameplay. If the Athlete is trailing with a very low chance of winning (at the sole determination of EA) and leaves the Game (i.e. quitting an on-going Game) the Athlete can incur any sanction EA deems appropriate at its sole discretion, as listed in the Sanctions clause below.
- Disturbance in the Game progress caused by systematic error needs to be documented via video or screenshots and the problem needs to be raised immediately with the Referee. EA will handle the situation in accordance with the received data.
- Participating Athletes shall be responsible for keeping track of the Game situation so that in the event where a Game is interrupted, the situation can be restored. In all situations possible, the Referees will monitor the Game situation so that it may be restored in the event of Game interruptions. EA might consider a Game interruption to be one of the following situations which might require a restart of the Game, but is not limited to the following:
  - Disconnection due to an electricity problem in the arena.
  - Inconsistent/irregular gameplay due to instability in the Game program or PC system used for the competition.
    - Inconsistent/irregular gameplay – an occasion of gameplay lag caused by bug issue or hardware malfunction, network instability, server malfunction.
  - Inconsistent/irregular gameplay due to problems on the observer PC.
  - Game disturbance due to disturbance in crowds.
  - If inconsistent/irregular gameplay occurs to the defense, reproduce a penalty kick and the Game will restart for remaining times.
  - If inconsistent/irregular gameplay occurs to the forward, the Game will restart with the remaining time and proceed with a penalty kick situation.

After the restart, the possession of the ball goes back to the participating Athlete who had possession before the game stopped. EA will try to recreate the game situation as closely as possible, but the standard might be at Kick-off.

If inconsistent/irregular gameplay occurs on a penalty shoot-out situation after the Game:

- The Game will restart and reproduce to the moment before an irregular situation appears.

If none of the conditions above are the reason for disconnection, the Referee will make the decision of how to progress.

Athlete shall not have a right of appeal once a decision is reached by EA or the Referee, as applicable.



## Play From Home

- Each EACC athlete must participate in LEB and internet connection testing as directed by the organizer
- Failure to participate in the appropriate testing can incur the full range of the Sanctions, as listed in the Sanctions clause below.

## Glitches, Cheating & Manipulation

- Any attempt to cause or abuse a glitch in any Game in order to gain an advantage is prohibited.
- Any use of cheat software in order to gain an advantage is prohibited.
- Manipulating scores or fixing the result of a Game in order to assist other Athletes with their ranking is prohibited.
- In the event that EA determines that an action, goal, move, penalty or any other in- game action was caused by an unauthorized glitch, EA will decide in its sole discretion to return the Game to a fair state depending on the result of the play.
- If an Athlete is found manipulating scores or fixing the results of a Game in order to assist other Athletes with their ranking in the EACC, such Athlete shall be immediately disqualified.
- Without prejudice to the foregoing, any cheating, foul play, collusion or any other form of underhand or illegal exploits by Athletes will not be tolerated by FIFA and EA reserves the right, in its absolute discretion, to disqualify any Athlete deemed to be engaging in any such behavior.
- Any attempt to cause or abuse a glitch in the Game in order to gain an advantage is prohibited.
- Any use of cheat software in order to gain an advantage is prohibited.
- It is understood that if at any time an Athlete uses an illegal program, such Athlete will be disqualified from the tournament immediately and potentially banned from participating in any FO4 Series related competitions for the duration of one year. Additionally, any Ranking Points held by the FO4 eSports Team will be cancelled.
- Athletes cannot use any other external program besides official drivers for peripheral hardware usage.
- Athletes must notify the Referee if bugs are encountered in FO4.
- Athletes will be disqualified for exploiting an unknown bug and the team awards/prize in EACC will be forfeited.

## Behaviour

The FO4 eSports Teams and each Athlete of the FO4 eSports Team, including coaches and staff members must behave in an appropriate manner throughout the entire duration of the EACC. The following behavior is expressly prohibited in all EA's communication channels, including social networks:

- Insulting and/or aggressive behavior or language.
- Expression of statements of commercial, religious or political nature or that incite or promote hatred and discriminatory conduct.
- Not following instructions of Referee.
- Excessive arguing with Referee (attempt to overrule or influence decision making).
- Offending opponents;
- Threaten other Athletes;

- Not being available for the tournament management or only too late.
- The use of drugs and alcohol or any other performance enhancing substance.
- Gambling and betting on the outcome of any element of the EACC.
- Incorrect declaration of personal information; and/or
- Equipment/transmission/internet manipulation.

## Dress Code

- Athletes and FO4 eSports Teams shall wear uniform attire appropriate to the circumstances and location at which the EACC is taking place.
  - This includes the award ceremony following the final round, at which the winner must wear formal attire.
- Athletes and FO4 eSports Teams shall wear the official uniform of their entity throughout the EACC, when applicable.
- The Athletes are not allowed to wear attire/accessories that disturb the broadcast.
  - If any Athlete's attire/accessories are deemed inappropriate, the Athlete must rectify immediately to continue in the tournament.
- Each FO4 eSports Team's entourage, which includes the coach and media members of the FO4 eSports Team, shall only be permitted to wear either unbranded, non-commercial attire, or the same FO4 eSports Team attire as the Athletes of that FO4 eSports Team, which shall at all times be in accordance with these EACC Terms and Conditions.
- Athletes shall not wear, carry, or bear any items of a commercial, religious or political nature, or which in EA's opinion reflect unfavorably upon the EACC, EA, any EA event, EA or any other EA partner nor carry out any promotional activity in connection with the EACC unless otherwise approved in writing by EA.
- Athletes violating the above dress code rules might be issued a formal warning by EA at their sole discretion in accordance with Section 8 of these EACC Terms and Conditions.

## Anti-Doping Regulations

- Use of drugs and alcohol is prohibited on the premises of, or during the attendance of, live events or tournaments, for the duration of the competitive tournament.
- Athletes must not be under the influence of drugs and alcohol while playing.
- Smoking (including e-cigarettes) is prohibited except in designated areas.
- Smoking (including e-cigarettes) in hotel rooms is strictly prohibited unless the Athlete has a smoking room.
- Any Athlete who appears to violate the above terms under this Section may be sanctioned under Section 8 of these EACC Terms and Conditions.
- EA reserves the right to conduct doping controls during all of EACC with a random or targeted selection of Athletes before, during or after the tournament in accordance with the EA Anti-Doping Regulations and the WADA Code.
  - Taking into consideration the specifics of the EACC, EA bases any decisions related to its Anti-Doping programme on the EA Anti-Doping Regulations (ADR), EA Disciplinary Code, as well as the World-Anti Doping Code (WADC) published by the World Anti-Doping Agency (WADA), WADA's prohibited list of substances, the International Standards and guidelines published by WADA.

## **7. FO4 eSports Teams Prizes and Expenses**

### **Prizes**

The EACC includes a prize pool of USD 100,000 for the FO4 eSports Teams which is allocated in accordance with their placement in the final standings of the EACC as follows:

- EACC winner: USD 35,000
- EACC runner-up: USD 18,000
- EACC losing semi-finalist 1: USD 9,000
- EACC losing semi-finalist 2: USD 9,000
- EACC losing round of 6 finalist 1: USD 6,500
- EACC losing round of 6 finalist 2: USD 6,500
- EACC losing round of 8 finalist 1: USD 4,000
- EACC losing round of 8 finalist 2: USD 4,000
- EACC non-advancing Group Stage participant 1: USD 2,000
- EACC non-advancing Group Stage participant 2: USD 2,000
- EACC non-advancing Group Stage participant 3: USD 2,000
- EACC non-advancing Group Stage participant 4: USD 2,000

The above-mentioned prizes represent the consideration for the services performed by Athletes and FO4 eSports Teams in the participation to EACC during the performance of these EACC Terms and Conditions.

In particular,

- Athletes and FO4 eSports Teams are remunerated for their services with an amount that varies depending on the level of progression that the FO4 eSports Teams achieve; and
- such prizes will be paid to the relevant FO4 eSports Teams for the services performed by their Athletes, and Athletes will have no claim of any kind in relation to prizes.

Prizes will be granted only if FO4 eSports Teams and Athletes fully comply with these EACC Terms and Conditions. In case of breach of any provision of these EACC Terms and Conditions by FO4 eSports Teams and/or their Athletes, infringing FO4 eSports Teams and Athletes shall both be subject to the Sanctions defined in the relevant Section here below and lose any right to receive the prizes indicated above.

### **Expenses**

EA shall cover certain travel and accommodation costs for certain Athletes qualified to compete which has confirmed its attendance in the EACC, in order for such Athlete to attend the EACC in the recording studio located in its country, as set forth in Appendix 1.

Specifically, such costs shall cover:

- i) In respect of Athletes residing less than 150 kilometers from the recording studio location where such Athletes will attend the EACC:
  - The cost of the domestic travel to commute from his/her actual residence address to the relevant recording studio.

ii) In respect of Athletes residing more than 150 kilometres from the relevant recording studio where such Athletes will attend the EACC:

- The cost of the domestic travel to commute from his/her actual residence address to the relevant recording studio.
- one Economy class return airfare from the major airport nearest to the residence of the Athlete to the hosting city (excluding transport between such airport and Athlete's place of residence).
- one accommodation in a shared twin room for the Athlete at a hotel of EA's election in or near the relevant recording studio for a minimum of three (3) nights; and
- Airport taxes relating to the above flights.

For the avoidance of doubt, all costs and expenses not explicitly stated above to be borne by EA shall be the sole responsibility of the Athlete.

Each Athlete shall, in particular, cover the costs of (without limitation): insurance, visa charges and taxes, travel to and from any airport, spending money, meals, any hotel incidentals (e.g., phone, laundry, mini bar). The Athlete (and where applicable, also on behalf of any person accompanying them) waive any and all claims (if any) for relief (including restitution) against EA, EA and their respective bodies, officers, agents, employees, volunteers, sponsors and any other entity or person acting on their behalf should the purpose of such ancillary expenses be or become in whole or in part frustrated for any reason whatsoever.

Each Athlete is responsible for any and all insurance covering the Athlete's participation in the EACC, including appropriate travel insurance cover for the duration of their trip.

EA reserves the right to hold an Athlete responsible for the costs set out in this Section in the event that such Athlete takes any flight to the EACC (or takes advantage of any other travel arrangements funded by EA) but, without good reason (in EA's reasonable determination), fails to attend the EACC and/or its award ceremonies (if applicable).

Any Athlete (and any person accompanying a participating Athlete (if applicable)) are responsible for securing their own visas or any other legal permission which is necessary under local regulations to attend the EACC. If an Athlete is unable to secure a visa or any such legal permission for any reason, the Athlete will be disqualified from the EACC.

Where an Athlete in the EACC is a minor under local regulations (a "**Minor**"), EA may at its absolute discretion (but without any obligation) cover those travel and accommodation costs listed under this Section above for the legal guardian of such Minor so that the legal guardian may also attend the EACC.

For the avoidance of doubt, EA shall not be responsible for the costs of any other FO4 eSports Team guests or other FO4 eSports Team representatives.

## **8. General provisions**

### **Commercial and intellectual property rights**

For the purposes of this Section:

**“EACC Marks”** means the official name “EACC Autumn 2021” and/or any other official marks, visual assets, symbol, emblem, logo, slogan, mark, or designation associated with the EACC (including any official emblem, mascot and/or trophy).

**“EA Intellectual Property Rights”** means all intellectual property and other proprietary rights of whatsoever nature, howsoever arising and in whatever media, whether or not registered or capable of registration, including trademarks, service marks, trade names, trade dress, registered designs, copyrights, moral rights, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof and goodwill throughout the world.

**“FO4 eSports Team Marks”** means any representative symbol, emblem, logo, slogan, mark, or designation which is used, owned and/or used under licence (or similar) by the FO4 eSports Team, including any foreign translation and any permutation thereof, whether or not registered or capable of registration.

**“Marketing Rights”** means, in any and all media, any and all advertising rights, promotional rights, rights of endorsement, rights of association, premium and giveaway rights, marketing rights, merchandising and licensing rights, concession rights, sponsorship rights, hospitality rights, travel and tourism rights, ticketing rights, accommodation rights, publishing rights, betting/gaming rights, retail and merchandising rights, music rights and any other rights and/or associated commercial opportunities relating to the EACC to the extent that such rights are not Media Rights.

**“Media Rights”** means the right to report upon, record, transmit or otherwise exploit any still or moving visual-only images, any audio-only material, any audio-visual material, any text and any data by any means whatsoever (whether now known or hereafter devised, developed or invented), any aspect or element of the EACC taking place within any site on a live and/or delayed basis in any media and by any means of delivery whether now known (including successor technologies) or hereafter invented. The Media Rights include the right to record, create and exploit the official film of the EACC and/or similar audio-visual products and programming.

**“Playing Apparel”** means any official apparel worn by the relevant FO4 eSports Team and/or Athlete during and/or in connection with the EACC (such as uniforms, tracksuits, or jerseys).

### **Ownership on Media Rights, Marketing Rights and EACC Marks**

EA solely owns and has the exclusive right to exploit on a worldwide basis all commercial rights (including any Marketing and Media rights) and all other rights and opportunities (whether currently existing or created in the future) to the EACC as the founder of the EACC and the world governing body of association football as well as based on EA’s organisational, logistical, and financial contributions, roles and responsibilities in relation to the EACC.

EA is, and remains, the sole owner of all of the EACC Marks, and retains the sole right to, on a global basis, develop any marks, logos, and symbols for and/or in connection with the EACC.

No FO4 eSports Team or Athlete is entitled to directly or indirectly exploit or in any manner use any Media Rights, Marketing Rights, Intellectual Property Rights of EA (including without limitation any image or other reproduction of the EACC Autumn 2021 trophy and/or any other EA trophy), and/or any other

commercial or other rights and opportunities whether currently existing or created in the future save as expressly permitted by EA in accordance with these EACC Terms and Conditions.

The FO4 eSports Teams shall not challenge by any means EA's ownership of any Media Rights, Marketing Rights, Intellectual Property Rights and all other commercial or other rights and opportunities (including any title and interest in, and to, the EACC or the respective part thereof) whether currently existing or created in the future.

Each FO4 eSports Team undertakes not to oppose, and to ensure that none of the Athlete or contracted third parties oppose, any of the trademark or copyright applications filed by EA, or other affiliates authorised by EA, nominees, or licensees in respect of the EACC Marks, or seek to cancel any such registrations held by EA. No FO4 eSports Team or Athlete may in any way challenge, or apply for any copyright, trademark or patent protection, or domain name registration in respect of the EACC Marks which would adversely affect EA's proprietary interests in the EACC Marks.

FO4 eSports Teams are fully responsible for the full compliance with these provisions of all of the Athletes and any third-party member of the FO4 eSports Teams.

## **Transfer of Rights of FO4 eSports Teams and Athletes**

### FO4 eSports Team Marks

Subject to the terms and conditions set forth below, each FO4 eSports Team hereby assigns to EA the right to use and/or the right to sub-license the right to use, in perpetuity and free of any charge, any FO4 eSports Team Marks as well as the visual representations of any relevant Playing Apparel.

EA's right to use and/or sub-license such FO4 eSports Team Marks and the visual representations of any relevant Playing Apparel shall be exclusive in respect of, or in connection with, the filming, recording, and broadcasting of the EACC in any media.

EA's right to use and/or sub-license such FO4 eSports Team Marks and the visual representations of any relevant Playing Apparel shall be non-exclusive in respect of all other uses, whether it be in connection with the promotion of the EACC, or use in electronic or print publications, electronic software games, media-related products and services, merchandising, philatelic and numismatic products or otherwise.

In any case, EA shall not apply any variations of modifications to the official version of the FO4 eSports Team Marks as determined by each FO4 eSports Team and shall not use any FO4 eSports Team Marks in any manner which:

- i) would imply that any FO4 eSports Team endorses a product or brand of any commercial entity, including any commercial affiliate of EA.
- ii) is deceptive or misleading.
- iii) compromises or reflects unfavourably upon the good name, goodwill, reputation, political or religious impartiality and image of the FO4 eSports Team; or
- iv) might jeopardise or limit the FO4 eSports Team's proprietary interests with the FO4 eSports Team Mark.



With the sole exception of the usage by EA of the FO4 eSports Team Marks for mere editorial purposes in any form, EA shall:

- i) not use the FO4 eSports Team Marks on a stand-alone basis, and must always use any FO4 eSports Team Marks with either the marks/logos of a minimum of two (2) other FO4 eSports Team Marks or a EACC Mark; and
- ii) ensure that no single FO4 eSports Team Mark receives prominence over any other FO4 eSports Team Mark on any single item of merchandise or promotional material.

### Athletes

Each FO4 eSports Team and each Athlete further assign to EA the right to use and sub-license the right to use, in perpetuity and free of any charge, any of their records, names, photographs, images (including any still and moving representation thereof) and data, which may appear or be generated in connection with the participation of the Athletes in any stage of EACC (including photographs that have been provided to EA by Athletes through different communication channels and photographs of Athletes taken or uploaded for accreditation purposes and any match-related data). EA may not use the Athletes' records, names, photographs, images (including any still and moving representation thereof) and/or data in any manner which would imply that any FO4 eSports Team and/or relevant Athlete endorses the products or brands of any commercial entity, including any commercial affiliate of EA.

EA's right to use and/or sub-license such records, names, photographs, images and data shall be exclusive in respect of, or in connection with, the filming, recording and broadcasting of the EACC or any official media product relating to the EACC or to EA (e.g., the Official EA Film etc.) in any media.

EA's right to use and/or sub-license such records, names, photographs, images and data shall be nonexclusive in respect of all other uses, whether it be in connection with the promotion of the EACC, any editorial use in any media, irrespective of the transmission form (including, without limitation, electronic or print publications, television feeds, broadband and mobile feeds, giant screen presentations, downloadable images), electronic software games, media-related products and services, merchandising, philatelic and numismatic products or otherwise, promotion of the media products and programming, save that EA may not exercise any such rights in any manner which would imply that any participating Athlete endorses the products or brands of any commercial entity, including any commercial affiliate of EA.

Upon request by EA, the relevant FO4 eSports Team and Athlete agrees to execute, free of charge and at their own costs, in a timely manner and in compliance with any instructions given by EA any and all clearances or other documents as may be required by any local, regional, national or other laws, regulations, directives or judicial acts applicable to effect such assignment, transfer and waiver of such rights to EA and to enable the free and unfettered, direct or indirect, exploitation of any and all Media Rights, Marketing Rights, Intellectual Property Rights and other present or future commercial and other rights and opportunities by EA.

### **Promotional Rights of FO4 eSports Teams and Athletes**

Athletes and FO4 eSports Teams shall not carry out or facilitate any commercial or marketing activities whatsoever with respect to the EACC without the prior written consent of EA.

Without prejudice to the foregoing, Athletes and FO4 eSports Teams are entitled to grant promotional rights to third parties in connection with their Playing Apparels, subject to these EACC Terms and Conditions and provided always that:

- i. the scope of such rights is reasonable and does not materially detract from the viewing experience of any Game;
- ii. the grant and exercise of such promotional rights shall comply with all applicable laws at all times;
- iii. in no circumstances shall the exercise of any such promotional rights shall create any association (whether direct or indirect) between any third party (including, for the avoidance of doubt, any sponsor of any Athlete and FO4 eSports Team) and EA and/or the EACC (in whole and/or part); and
- iv. such promotional rights must not be used to sell or promote any products and/or services related to any of the following:
  - Gambling (including any gambling website)
  - Alcohol, tobacco, and/or non-"over-the-counter" drugs
  - EA Ultimate Team Coin promoting or selling websites or companies
  - Unauthorized game key selling websites or companies
  - High fat or sugar foods and drinks
  - Firearms or any type of weapons
  - Pornographic or adult material
  - Products or services from direct competitors of EA, its partners, and/or any subsidiary brand
  - Any other products or services reasonably required by EA from time to time (including any products or services that are inconsistent with the applicable age rating of EA21 or that are inappropriate or offensive).

Athletes and FO4 eSports Teams shall promptly provide reasonable details of any promotional rights granted to any third party to EA upon request. For the avoidance of doubt, no rights may be granted in respect of the EACC.

The list is illustrative and non-exhaustive. EA reserves the right to add or remove any product or service from the list at any time without notice.

## **Conduct contrary to the integrity**

- All FO4 eSports Team entourage shall refrain themselves and the Athletes from engaging in conduct contrary to the integrity and sporting ethics of the EACC in accordance with the EA Disciplinary Code and the EA Code of Conduct.
- If any Athlete and/or FO4 eSports Team entourage is found unlawfully influencing or attempting to unlawfully influence the result, progress, or any other aspect of any match of the EACC in a manner contrary to integrity and sporting ethics the FO4 eSports Team shall be immediately disqualified.
- All Athletes and/or FO4 eSports Teams entourage coaches shall refrain from entering, directly or indirectly, in any betting-related activity in relation to the result, progress, conduct or any other aspect of any match of the EACC in accordance with the applicable EA regulations.



- All Athletes and/or FO4 eSports Teams entourage must refrain from using and/or disclosing any inside information related to the EACC for betting purposes contrary to integrity and sporting ethics.
- In the event any Athlete and/or FO4 eSports Teams entourage is approached by any person who offers, promises or provides any type of personal or undue pecuniary or other advantages, including but not limited to money, benefits or gifts for the Athletes and/or FO4 eSports Teams entourage to (i) unlawfully influence the result, progress or any other aspect of any match of the EACC, or (ii) provide inside information, it shall be the Athletes and/or FO4 eSports Team entourage obligation to immediately report such incident to the EA Integrity Department.
- For such purposes, all Athletes and/or FO4 eSports Team entourage have available the following reporting mechanisms to comply with their duty to report any integrity incident as well as any other matter contrary to sporting ethics:

## Sanctions

Violation of these EACC Terms and Conditions (or any part thereof) by any FO4 eSports Team or any Athlete may, at EA’s discretion, result in one or more sanction(s) against such FO4 eSports Team and/or any Athletes as determined by EA acting reasonably.

The sanctions against FO4 eSports Team and/or Athletes may include, but are not limited to:

- Disqualification in the following occurrence:
  - if an Athlete intentionally score against their own FO4 eSports Team’s goal.
- Formal warning(s) in the following occurrences:
  - If an Athlete does not follow the instructions from the Referee or EA.
  - If an Athlete disturbs the goalkeeper in his/her turn to kick-off.
  - If an Athlete does not sit on a chair in the participating Athlete’s booth.
  - If an Athlete disobeys the Referee's decision.
  - If an Athlete uses inappropriate language or behave inappropriately; or,
  - If an Athlete conducts any behavior that can affect the match beside all followings above, they might receive one warning. In the worst case, they might be forfeited from the match.

Warnings apply as below:

- Two (2) verbal warnings will automatically result in one (1) formal warning.
- If an Athlete receives an informal/verbal warning, these warnings can only be cumulated until the end of the Game. After the Game has ended such verbal warnings are no longer cumulative.

Accumulated formal warnings shall further have these consequences:

1 <sup>st</sup> formal warning	2 <sup>nd</sup> formal warning	3 <sup>rd</sup> formal warning
N/A	Game forfeit	Matchup forfeit

If less than 3 Athletes from a team submitted for the Matchup, the team shall be automatically forfeited from the Matchup.

Without limitation to the above, EA might apply one of the following sanctions in case of any material breach to these EACC Terms and Conditions as determined by EA acting reasonably and without prior warning:

- Game forfeit
  - Forfeiture of a single Game with 3:0 in favor of the other Athlete.
- Matchup forfeit
  - Forfeiture of all Games with 3:0 in favor of the other FO4 eSports Team.
- Loss of awards (including prize money).
- Exclusion of any Athlete from its FO4 eSports Team.
- Suspension from EACC;
- Disqualification from the EACC or any other EA competition in the future; and/or
- Loss of winner status of the FO4 eSports Team.

If any Game or result is forfeited or otherwise impacted as a result of a sanction imposed by EA arising out of a breach of their EACC then EA reserves the right to determine whether any relevant Game(s) is/are replayed and/or to determine the result of such Game (including any relevant score if applicable).

EA also reserves the right to determine the consequences on the EACC of the disqualification, suspension and/or expulsion of any participating Athlete and/or FO4 eSports Team in its discretion.

## **Indemnity**

Each FO4 eSports Team (and, if required by EA, any Athlete) shall indemnify, defend and hold EA and its affiliates, as well as their officers, employees, representatives, and agents harmless against any and all liabilities, obligations, losses, damages, actions, fines and expenses (including reasonable legal expenses) resulting from, arising out of, or attributable to any breach or alleged breach of these EACC Terms and Conditions by that FO4 eSports Teams or their Athletes and/or any other of their FO4 eSports Team members (or, in the case of indemnification by any Athlete, any breach or alleged breach of these EACC Terms and Conditions by that Athlete).

## **Data Protection**

EA will process personal data in strict compliance with applicable data protection laws. The FO4 eSports Teams and Athletes read, understand, and accept the data processing consent declaration separate to these EACC Terms and Conditions.

## **Anti-corruption and bribery**

FO4 eSports Teams and Athletes acknowledge that giving and taking bribes can lead to criminal proceedings, amongst others in accordance with art. 4a of the Swiss Federal Law on Unfair Competition (art. 102 of the Swiss Criminal Code) and art. 322octies and art. 322novies of the Swiss Criminal Code USA Foreign Corrupt Practices Act of 1977 ("FCPA"), the United Kingdom Bribery Act of 2010, or any similar laws in the applicable territories prohibiting bribery and/or corruption, and other applicable laws in respect of these EACC Terms and Conditions.

## Governing Law and Jurisdiction

Without regard to conflict of law principles, these EACC Terms and Conditions shall be governed by and interpreted in accordance with the laws of Switzerland, the Vienna Convention on the International Sale of Goods being excluded. All disputes in connection with these EACC Terms and Conditions, including disputes as to its conclusion, binding effect, amendment, and termination, are to be promptly settled between the parties by negotiation. If no solution can be reached, such disputes shall be exclusively resolved by ordinary courts of law in Zurich, Switzerland or (if required by EA) by an arbitral tribunal consisting of one (1) arbitrator under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. The seat of the arbitration shall be Zurich, Switzerland and the language of the proceedings shall be English. For the avoidance of any doubt, any determination made by the arbitral tribunal shall be final and binding on the parties.

The Athletes and FO4 eSports Teams acknowledge and agree that they have read and understood these EACC Terms and Conditions and that they are fully aware of the rights and obligations arising therefrom.

Please indicate your acceptance of these EACC Terms and Conditions by signing and returning a copy of these EACC Terms and Conditions.

### FO4 eSports Team

Agreed and accepted on ...../...../202\_

FO4 eSports Team name: \_\_\_\_\_

Signed: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Email address: \_\_\_\_\_

Address: \_\_\_\_\_

### Legal representative of the FO4 eSports Team

Agreed and accepted on ...../...../202\_

Company name: \_\_\_\_\_

Signed: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Email address: \_\_\_\_\_

Address: \_\_\_\_\_

**Athlete 1**

Agreed and accepted on ...../...../202\_

Signed: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Email address: \_\_\_\_\_

**Athlete 2**

Agreed and accepted on ...../...../202\_

Signed: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Email address: \_\_\_\_\_

**Athlete 3**

Agreed and accepted on ...../...../202\_

Signed: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Email address: \_\_\_\_\_

**Athlete 4**

Agreed and accepted on ...../...../202\_

Signed: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Email address: \_\_\_\_\_

**Where the Athlete is a minor, please also complete below:**

Name of Parent/Legal Guardian (printed): \_\_\_\_\_

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

## APPENDIX 1 – Eligibility List of Countries

This list of countries is subject to changes or modifications provided by EA at any moment and for any reason.

<b><i>Asia</i></b>
China
Thailand
Vietnam
South
Korea

The recording studios where the EACC take place are located at the following addresses:

### **Republic of Korea – KR**

Group Stage: Philospace - 13, Chungmu-ro, Jung-gu, Seoul, Republic of Korea

Knockout Stage: V.Space - 264, Eulji-ro, Jung-gu, Seoul, Republic of Korea

### **Vietnam – VN**

Remote Participation

### **Thailand - TH**

Nimit Boutique Hotel, 12-24 Sukhumvit 33 Soi 4, Khwaeng Khlong Tan Nuea, Khet Watthana, Krung Thep Maha Nakhon 10110

### **China - CN**

ND Studio

No.1076 Jungong Road, Yangpu District, Shanghai 200090, China

## **Data Processing Consent Declaration (individually per player)**

Please read this Data Processing Consent Declaration ("Declaration") carefully and ensure that you (referred to as the "Data Subject"), understand it.

By taking part in EACC, you authorise EA to store, transfer and otherwise use any Personal Data, which is to be understood as any information that relates to FO4 eSports Teams and participating Athletes and in particular the data provided by email at the time of FO4 eSports Teams and participating Athletes' registration to the EACC ("Personal Data") as follows:

First name, last name, , email address, place of residence, , gamertag, , professional achievements, team name, founding date, country of origin for team, team affiliation and IP-address of practice area.

### **Purpose of Processing and Use of Personal Data**

EA and their appointed agencies Sportfive S.A.S. and Project Banana Gaming & Media (HongKong) Limited. and Quantum Sports Korea Co., Ltd.(VSPN Korea) and Garena Online (Thailand) Co., Ltd. and Vietnam Esports Development Joint Stock Company (Garena Vietnam) and FIFA, use the Personal Data as follows::

- i. to organise the EACC;
- ii. to evaluate the FO4 eSports Teams' eligibility to take part in the EACC;
- iii. to connect two participating Athletes for a Game;
- iv. to arrange the participating Athletes, travel and accommodation for the EACC, in case of qualification;
- v. to present the qualified Athletes on EA's controlled sites, press releases and any EACC related promotions;
- vi. to present the participating Athletes in any live show, as part of the highlight's clips, the event documentation and any clipping model on any of EA social media sites;
- vii. to be used in the distribution of the worldwide TV and live stream feed as part of the Athletes presentation;
- viii. to be contacted for a potential participation in future editions of the EACC Autumn 2021; and
- ix. to be shared with EA SPORTS, the production studios of FIFA ONLINE 4 in the respective markets (being Garena, Nexon Corporation, Tencent Games)..

EA will comply with the obligations and safeguard the applicant's rights under applicable law with respect to any Personal Data in respect of which EA is subject to (" Applicable Data Protection Laws").

EA will process and store the Personal Data securely for no longer than is necessary in light of the purposes for which it was first collected.

### **Sharing Personal Data with Third Parties**

In this regard, you acknowledge and agree that such Personal Data may be transferred to the relevant public (government) authorities and/or authorised bodies and organisations as might be required under the applicable national laws and/or for security reasons. Additionally, you acknowledge and agree that Data will be shared with Project Banana Gaming & Media (HongKong) Limited and Quantum Sports Korea Co., Ltd.(VSPN Korea) and Garena Online (Thailand) Co., Ltd, Bangkok (Thailand) and Vietnam Esports Development Joint Stock Company (Garena), Ho Chi Minh City (Vietnam), in order to organise the competition and event. The Personal Data will not be used, processed, stored or transmitted by EA over and above the scope described herein, or as otherwise described in EA's Privacy & Cookie Policy.

### **Rights**

You may have certain rights to the Personal Data in accordance with, and subject to the Applicable Data Protection Laws which this Declaration adheres to. For more information, please see [EA's Privacy and Cookie Policy](#).

Complaint and Contact

In the event of any cause for complaint about the use of the Personal Data or if you have any questions relating to this Declaration, you may contact EA's Data Protection Officer as follows: [DPO@ea.com](mailto:DPO@ea.com)

Date:

Signature: