



# 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**") FIFA-Strasse 20 P.O. Box 8044 Zurich Switzerland and ELECTRONIC ARTS INC. ("**EA**") 209 Redwood Shores Parkway, Redwood City, CA 94065, USA, using the EA SPORTS™ 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 includes the EACC Summer 2023 (hereafter "**EACC**") organised and operated by EA, crowning one FO4 esports team as the EACC Summer 2023 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 participating Athletes accept and agree to abide by and comply with these EACC Terms and Conditions.

EA reserves the right to update these EACC Terms and Conditions in its sole discretion. Any revised version of these EACC Terms and Conditions will be updated on the EACC official website.

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 eight (8) 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 one competition stage:

- A knock-out stage which shall crown one FO4 esports Team as the EACC Summer 2023 Champion (hereafter the "**Knockout Stage**").

EA may cancel, postpone, relocate and/or organise 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

- o Knockout Stage: from July 21st 2023 to July 23rd 2023.

## 3. FO4 esports Team Ranking

In order to provide all FO4 esports Teams with a meaningful ranking system, FIFA and 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 take into account 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). FIFA and EA reserve the right to vary the methodology used to determine each FO4 esports Team's ranking.

The FO4RS may, at the discretion of EA, determine or influence how the FO4 esports Teams are seeded within the EACC as well as other purposes as determined by EA at its discretion.

## 4. FO4 esports Teams Eligibility and Registration

### 4.1. FO4 esports Teams Eligibility

A FO4 esports Team is eligible to participate in the EACC, if it complies with FO4 Ecosystem Ruleset 2023 as well as 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 below;
  - A FO4 eSports Team Owner (individual, group or organisation) represents the FO4 eSports Team.
  - FO4 eSports Team Owner may directly or indirectly own and operate a maximum of one FO4 eSports Team within the FO4S including all eligible countries.
  - Only such Team Owner indicated on the FO4 eSports Team Agreement Form may request changes or make inquiries about the FO4 eSports Team, its structure or its participation.
  - No more than one FO4 eSports Team can operate under the same brand or have the same or similar name within the FO4S.
  - A FO4 eSports Team will be asked to select a distinctively different name eSports Team names and must not be deemed vulgar by EA or FIFA and to identify itself for FO4S. The name must be unique from other FO4 affiliates.
  - A FO4 eSports Team name must not include any brand name of Electronic Arts Inc., Nexon Korea Corporation, Tencent Holding LTD., Garena Online Private Limited and FIFA.
  - The use of country affiliations within the name is subject to EA' s 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 two (2) 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:
- The roster continuity, according to the FO4 Ecosystem Ruleset 2023 are adhered to as found below
- - For entry to the EACC 2023, each FO4 eSports Team must maintain the roster who secured qualification to the EACC 2023 in their domestic qualifier.
  - To retain Ranking Points earned at any EACC 2023, the following provisions must be satisfied.
    - Changes to the roster are allowed from the end of an EACC until the start of the subsequent domestic qualifier for the next EACC or FIFAE Continental Cup.
      - After EACC Summer 2023 but 7 days before EACC Summer 2023 Domestic Qualifiers; after EACC Summer 2023 but 28 days before FIFAE Continental Cup 2023
    - A FO4 eSports Team must maintain 2 Participating Athletes that earned the first Ranking Points.
      - e.g. if the FO4 eSports Team A earned Ranking Points from EACC Summer 2023, the FO4 eSports Team can replace Participating Athletes after EACC Summer 2023, but 7 days before EACC Summer 2023 Domestic Qualifier. They can also replace Participating Athletes after EACC Summer 2023, but

until 28 days before FIFAe Continental Cup 2023. But to retain the Ranking Points eligible for FIFAe Continental Cup 2023, the FO4 eSports Team must always maintain 2 Participating Athletes from the original roster from EACC Summer 2023.

- FO4 eSports Teams that earned FO4 Ranking Points and intend to make changes to their roster must immediately communicate such changes, including all the names of the new and old roster, to EA and FIFA for approval via email to FO4S@ea.com. Such email must be received at least 7 days prior to the EACC Summer domestic qualifier stage, or 28 days before FeCC.
- All the roster continuity rules will be reset after FIFAe Continental Cup 2023.

## 4.2. 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 FO4 esports Team 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 EA or any EA's intellectual property rights in their FO4 esports Team name for the EACC;
- FO4 esports Teams must receive prior written approval from EA to use a nation or country name in their official team naming.
- The team names 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 team names, as the case may be.

## 4.3. 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:

- To be eligible to participate in the FO4S, Participating Athletes must be at least 16 years old at the time of registration **and** be at least the minimum age required to have a full (not underage) Nexon/Garena/Tencent account in their territory of residence.
- Athletes must be a resident of one of the eligible countries listed in Appendix 1;
- 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.
- The inclusion of the name, branding or other intellectual property of any third party in the name of any Athlete is at EA’s sole discretion and EA reserves the right to require any Athlete to compete under a neutral and commercially unbranded name/logo in its discretion at any time;
  - Athletes are strictly prohibited from using EA or any EA's intellectual property rights in their Athlete's Nickname for the EACC; and
  - The Athlete's Nickname chosen by Athletes must be original and distinct from other Athlete’s Nickname and must not be deemed vulgar by EA and its affiliates. Athlete's Nickname 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 Athletes participating in the EACC with the same name, EA reserves the right to require any and/or all relevant Athletes to register under a new name in its discretion (provided that EA shall consider any reasonable representations of the relevant Athlete in this regard).

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

Employees of EA 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.

#### **4.4. FO4 esports Team Coach Eligibility**

Each FO4 esports Team is free to nominate one non-playing coach as part of its FO4 esports Team delegation ("**Coach**"). Each FO4 esports Team shall ensure that the Coach complies at all times with the following requirements:

- The Coach must be (i) at least 16 years old at the date of registration and (ii) above the minimum age needed to have a full (not underage) EA account in their country;
- The Coach can register a Gamertag on the domestic FO4 client and have it connected to his/her valid FIFA.GG account, provided that the Coach may be required to modify its Gamertag if EA determines that such Gamertag is deemed inappropriate, offensive, violates any third party rights and/or contains any name, branding or other intellectual property of any third party (including any intellectual property of EA);
- The Coach 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 Coach must not be in breach of these Regulations 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 permanent ban or any sanction still in effect from any past edition of, the EA SPORTS FIFA ONLINE 4 Series, or the EA SPORTS FIFA Global Series 2022 or the FIFAE Club Series 2022, or any past editions thereof;
- The Coach can only represent one FO4 esports Team for the whole FO4S;

### **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.

- FO4 esports Teams will be provided with a practice version of the "Live esports build" in order to train and prepare for the EACC. Such a program shall be used only for the purposes of training purposes and must be removed from the PC of each participating Athlete after the termination of the EACC. FO4 esports Teams and participating Athletes must treat such a program as confidential information of EA.

#### **5.1. Draft Day**

##### **5.1.1. Draft Day – Format**

Before entering into the Knockout 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 July 18 (Tue).

### 5.1.2. Draft Day – Draft Order

The Draft Day order will be determined by a randomized procedure on the day of the draw in accordance to which a name 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 their picks 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 eight (8) 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 240.
  - 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 kits and the in-game coach. After selecting the coach on Draft Day, Teams and Athletes cannot change the coach during the competition.
  - If a FO4 esports Team is representing an existing football club, the FO4 esports Team will be able to select the respective in-game kits 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 kits and the other team will have to use different in-game kits.
- Picking order of in-game team kits will follow the reverse draft round.
- The list of selectable in-game team kits 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 kits.
  - Any in-game national team kits cannot be chosen by the participating FO4 esports Teams.

### 5.1.3. Draft Day – Requirements

- All FO4 esports Teams and Athletes, including the coaches (if registered), 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 and levels:

| Class                    | Grade | Level |
|--------------------------|-------|-------|
| 22 Live                  | 10    | 5     |
| 22 New Generation        | 8     | 5     |
| 22 TOTS                  | 5     | 5     |
| 22 UCL                   | 7     | 5     |
| 23 TOTY                  | 5     | 5     |
| 23 TOTY Nominess         | 5     | 5     |
| Back to Back             | 7     | 5     |
| Best of Europe 21        | 7     | 5     |
| Best of WorldCup         | 5     | 5     |
| Captain                  | 7     | 5     |
| Competitor Of Continents | 8     | 5     |
| European Best Stars      | 7     | 5     |
| Free Agent               | 7     | 5     |
| Golden Rookies           | 8     | 5     |
| Heroes 23                | 7     | 5     |
| Heroes Of the Team       | 8     | 5     |
| Home Grown               | 6     | 5     |
| ICON                     | 5     | 5     |
| Legend of The Loan       | 7     | 5     |

|                        |   |   |
|------------------------|---|---|
| Legendary Numbers      | 7 | 5 |
| Moments of Glory       | 7 | 5 |
| Multi-League Champions | 7 | 5 |
| National Hero Debut    | 9 | 5 |
| Ones To Watch          | 8 | 5 |
| Returnees              | 6 | 5 |
| Spotlight              | 7 | 5 |
| Top Transfer           | 9 | 5 |
| Tournament Best        | 9 | 5 |
| Tournament Champions   | 8 | 5 |
| Unsung Players         | 7 | 5 |
| Veteran                | 7 | 5 |

- 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.
- Salary cap is 240.
- 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).

### **Training Coach System Regulation**

- "Training Coach" is allowed to be used during the competition, as per the limits set out by the game.
- The Training Coach is limited to a maximum of level 3.
- Each Participating Athlete will be provided with an account, including 10 million CP (in-game currency), which will allow the Participating Athlete to obtain the desired Training Coach through the in-game mechanics of the game.

## **5.2. Main Event**



### 5.2.1. Bracket Draw Procedure

The bracket draw procedure shall happen before the Drafting. The Knockout Stage will feature the eight (8) FO4 esports Teams which have qualified for the Knockout Stage in a double elimination format.

Before the Knockout Stage, a draw will determine the allocation of the FO4 esports Teams in the 4 different starting matches (M1, M2, M4, M5). 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 |

Each starting match may include only one (1) FO4 esports Team per eligible country.

To amplify the match-ups of the first rounds, only M1 match-up should be drawn from Pool 1.

M2, M4, M5 match-ups will be allocated as follows:

M1: Pool 1 Team A.1(Country A) vs Pool 1 Team B.1(Country B)

M2: Pool 1 Team C.1(Country C) vs Pool 1 Team D.1(Country D)

M4: Pool 2 Team C.2(Country C) vs Pool 2 Team D.2(Country D)

M5: Pool 2 Team A.2(Country A) vs Pool 2 Team B.2(Country B)

### 5.2.2. Format

- The EACC will be played as a Knockout Stage in a Double-Elimination format (as shown in the graphic above), as per the following principles:
  - One double-elimination styled bracket, as per the following principles:
  - The allocation within the bracket will be based on a draw or a similar random allocation based on the seed of the FO4 eSports Teams achieved during their domestic qualification events.
  - The best-seeded FO4 eSports Teams (seed one) from each of the four domestic qualification events shall be placed directly in the first round of the winners bracket, while the seeds two already compete in the first round of the losers-bracket. The winners of the first round of the losers-bracket then face a seed one in the second round.
  - Each Matchup during this double-elimination bracket will be played in a Best-of-5 format, meaning that participating FO4 eSports Teams must at least win three games of the maximum five games played. Other than in previous seasons, the Best-of-5

format shall have both of the FO4 eSports Team nominate for each of the first three games individual athletes from their nominated three or four athletes. The nomination for each game can be made one-by-one, meaning that only after the conclusion of the previous game the athletes for the next game need to be nominated by both teams. If participating FO4 eSports Teams have a fourth athlete nominated for the competition, they can nominate such athlete to the fourth game. Otherwise, for the optionally required games four and five, the athletes from the games one, two and three can be re-used. A single athlete can only compete in two games of a single matchup between two teams.

- All matchups are played in a Best-of-5 format:
  - Each participating FO4 esports Teams must at least win three games of the maximum five games played.
  - Other than in previous seasons, the Best-of-5 format shall no longer include a “winner stays”-rule for the selection of the representing athletes, but rather shall have both of the FO4 esports Team nominate for each of the first three games individual athletes from their nominated three or four athletes. The nomination for each game can be made one-by-one, meaning that only after the conclusion of the previous game the athletes for the next game need to be nominated by both teams.
    - If participating FO4 esports Teams have a fourth athlete nominated for the competition, they can nominate such athlete to the fourth game (if required).
    - Otherwise, for the optionally required games four and five, the athletes from the games one, two and three can be re-nominated. A single athlete can only compete in a maximum of two games during a single matchup between two FO4 esports Teams.
- 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
- The winning FO4 esports Teams of each Semifinal Matchup will advance to the Final Matchup, which will be played in the same format as the Semifinal Matchups.

### 5.2.3. General

- All Games during the Knockout Stage will be played in the “Day Time” mode whenever possible.
  - The final three Matchups (Semi-finals and Final) will be played in “Night Time” mode.
- In M6, M7, the FO4 esports Team with the higher seed [Pool 1] will be the “Home Side”.
- In M1, M2, M3, M4, M5, M8, M9, M10, the referee decides to choose both home and away after his/her own coin toss.

The winning FO4 esports Teams of the Final Matchup will be crowned as the EACC Summer 2023 winner.

### 5.2.4. Schedule

- July 21 – Knock Out Day 1 (Matchups M1, M2, M3)
- July 22 – Knock Out Day 2 (Matchups M4, M5, M6 ,M7)
- July 23 – Knock Out Day 3 (Matchups M8, M9, M10)

## 5.3. Preparation

- The participating Athletes must play their opponent through the “Classic mode (salary cap 240)” or another game-mode on FO4, as communicated by EA. The Referee will inform participating Athletes which server to choose when connecting them with their opponent.

- The participating Athletes must be in the venue or their place of participation and on standby for setting up or testing by the time they submit the player nomination of their first game (5.2.2).
- The participating Athletes who play from home must turn on the allocated camera and verify their identity by the time they submit the nomination of their first game (5.2.2) or as communicated by EA in preparation to the EACC.
- Once the attendance for such participating Athletes is taken, he/she might no longer leave the designated lobby and shall remain available at all times, informing the Referees about any occurrences and needs on their end.
- Any lateness or not following the Referees directions during the preparation period may result in sanctions (8.3).

## 5.4. Communication

- Athletes are required to be available on the dedicated communication platforms throughout the EACC so that they are easily reachable for the Referee.
- The FO4 esports Teams and their Participating Athletes shall also regularly check his/her mail-account indicated upon registration or any other communication channel as instructed by EA for the transmission of information.
- The Athletes shall direct any in-game related questions to the Referee.
  - The participating Athletes must direct all their questions and issues during the preparation 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.
    - Participating Athletes communication during the competition hours outside of the Competition Platform will not be considered for purposes of administrative decision making.
      - Referees do not have access to any social channels such as Twitter and messages sent via those channels will not be reviewed as part of administrative decisions.
- The participating Athletes who play from home are obligated to respond to Referees timely over the dedicated communication platform. Missing messages shall not be the reasons for disobeying the rules, decisions, and notifications.
- The Referee will help the participating Athletes to message their opponent to set up their match and communicate in case of issues.
- FO4 esports Teams must ensure that at least one person is available on the communication platform for the Referees at all times before, during and after the Games.
- Communication with all involved parties must take place in English and has to be respectful at all times.
- In case Athletes are required to play from home during the EACC they shall record themselves playing.
  - The footage shall show them playing, while also giving an angle on the actual monitor they use.
  - A camera position shall be chosen that does not interfere with the broadcasting.
- Athletes are responsible for following the instructions of the Referees at all times and have to be responsive at all times.
- All the contents of communications with Referees on the communication platform, match channels, and emails are confidential. Any publication of the communication contents requires EA's approval.

## 5.5. Referees

- The Referees will be on-site to monitor all Games. Referees will begin to play and shall record scores for each Game.

- Where an Athlete is only playing remotely from home, he/she shall ensure that the connection to the remote referee is stable and that such referee can be always communicated with during a Game.
- The Referees will inform Athletes when to begin to play before kick-off and after half-time.
- In the in-game lobby, the Referees will be identified by a special ID tag or by any other form as indicated by EA.
- The FO4 esports Teams and Athletes agree and acknowledge that any decision taken by a Referee in the EACC is final and binding.

## **6. EACC Game Rules**

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

### **6.1. 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 participating Athlete are only allowed to choose the formations as below list
    - 4-1-3-2
    - 4-1-4-1
    - 4-2-3-1
    - 4-2-2-1-1
    - 4-2-4
    - 4-3-1-2
    - 4-3-3
    - 4-1-2-3
    - 4-2-1-3
    - 4-2-2-2
    - 4-1-2-1-2
    - 4-4-2
    - 4-4-1-1
    - 4-5-1
    - 4-3-2-1
    - 3-1-4-2
    - 3-4-1-2
    - 3-4-3
    - 3-1-2-1-3
    - 3-2-2-1-2
    - 3-2-3-2
    - 5-2-1-2
    - 5-2-3
    - 5-3-2
    - 5-1-2-1-1
    - 5-4-1
    - 3-4-2-1
    - 3-5-2
  - If a player uses inappropriate formations, the player will be punished according to Section 8.3 Sanctions.
- 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, Athletes are obligated to recreate the situation after changing the forward or defender and restarting 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.

### **6.1.1. In-game uniform colour selection**

- The default uniform colour selection is based on home/away selection.
- If the uniform colour is similar, the referee decides during the in-game settings before the start of the match and assigns the uniform colour.
  - For example, in the case of Team A uniform blue vs. Team B uniform sky-blue, there should be a change in the colour of Team A or Team B's uniform.

## **6.2. 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 participating 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 event, the participating Athlete is required to solely use such provided equipment. The participating 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.
- Athletes are permitted to use personal peripherals (specifically controllers, mice, keyboards) connected to stage PCs to play in the tournament. EA takes no responsibility for correct operation of personal peripherals.
- In the case of a peripheral malfunction, EA may provide Athletes with a standard mouse and keyboard, controller as a replacement. EA takes no responsibility for the correct operation of replacement peripherals.
- If Athlete discovers that their equipment is defective but nevertheless continues to play with the defective equipment, all results of such Game shall be deemed valid and binding.

## **6.3. In-Game Substitution**

- Athletes may make a maximum of five (5) 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.

## **6.4. Use of Gameplay**

- If an Athlete misuses the ball to delay the Game (e.g. the participating Athlete starts to circulate the ball within his own half and is purposely passing the ball between the defenders and heading the ball back to the goalkeeper multiple times) the participating Athlete will activate the ingame anti-fair system and may be deducted 4 points per activation. When the participating Athlete accumulates 12 point deductions (3 activations of the anti-fair system), the Athlete will automatically forfeit the Game.
- Scoring on their own team's goal intentionally is prohibited.
- The competition servers (as identified by EA) shall only be used during the competition matchups.
  - All practice games played, shall take place on practice servers, as instructed by EA.

## 6.5. Pauses

### Tactical Pause

- During the regular 90 minutes of 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 player 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 overtime, each Athlete earns an 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.
- Successive tactical pauses (more than 1 pause within 10 in-game minutes) for the purpose of time-wasting are prohibited, even when a tactical change to the in-game team occurred. The referee will decide if an Athlete is wasting time intentionally.

### Technical Pause

- If an issue occurs during a Game, the participating Athlete must raise their hand and alert the Referee. 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 take a decision based on the latency indicated by the Live Event Build (the in-game client for the competition hereafter "LEB").
    - When Lag is recognizable on both PCs, both participating Athletes are obligated to follow the referee's instructions for resuming, restarting, or any other steps.
    - If the opponent participating Athlete didn't feel any lag, the participating Athlete who raised the issue can request for a monitor frame test.
    - If there was no server or PC/monitor issue, the participating Athlete who raised the issue will receive a warning
  - Critical Lag and Disconnection
    - If the Athlete is playing from the venue network provided by EA, at the sole discretion of EA, if the Game Lag that the participating Athlete experiences is determined to be critical and unfixable within the given time EA decided, EA may reschedule the individual game or match.
    - If the Athlete is playing from his own network, at the sole discretion of EA, if the Game Lag that the participating Athlete experiences is determined to be critical, the participating Athlete will be allowed a maximum of ten (10) minutes to make changes on the network. After this time, if the participating Athletes failed to restore or improve the connection, EA may reschedule or forfeit the individual game.
  - Opponents have displayed inappropriate language.
  - Disturbance by the audience or the environment
- 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 warning.
- For any occurrences, EA holds the sole right to a final decision.



## 6.6. Connection Issues

- Each FO4 esports Team is responsible for a fair and competitive gameplay. If an Athlete is trailing with a very low chance of winning (as determined in the discretion of EA) and leaves the Game (i.e. quitting an on-going Game) the Athlete can be sanctioned by EA in a way EA deems appropriate at its sole discretion, which might include one of the Sanctions outlined in the relevant Section below.
- Disturbance in the Game progress caused by systematic error needs to be documented via video or screenshots, or the verification by the Referee. And the problem needs to be raised immediately with the Referee. EA will handle the situation in accordance with the received info.
- 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 recreated. In all situations possible, the Referees will monitor the Game situation so that it may be recreated in the event of Game interruptions. EA might consider a Game interruption to be one of the following situations which might require a recreating of the Game, but is not limited to the following:
  - Disconnection due to an electricity problem in the venue.
  - 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.
  - Disturbance by the audience or the environment
- 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 both participating Athletes need to reproduce the moment before an inconsistent/irregular gameplay appeared.
- If none of the conditions above are the reason for interruption, EA will make the decision of how to progress.

## 6.7. 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 EA and EA reserves the right, in its absolute discretion, to disqualify any Athlete deemed to be engaging in any such behaviour;
- 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.

## **6.8. Behaviour**

The FO4 esports Teams and each Athlete of the FO4S esports Team, including Coaches and staff members must behave in an appropriate manner throughout the entire duration of the EACC. The following behaviour is expressly prohibited in all EA's communication channels, including social networks:

- Insulting and/or aggressive behaviour 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.

## **6.9. Dress Code**

# EQUIPMENT REGULATIONS

Each Athlete must play all matchups of the major competitions in her/his official club apparel. FIFA or EA hold the right to disapprove any items of the clubs apparel at its sole discretion. Athletes not affiliated with a particular club/team might be provided with equipment from FIFA or EA.

## **The approval process shall be as following:**

In order to receive approval for the apparel four physical copies of the jerseys for the competition have to be submitted and recieved by FIFA or EA at least 10 work days before the start of the competition. The rest of the equipment has to be provided digitally and will be controlled onsite.

## **Each shirt must include:**

- Athlete name (on the back only, without the inclusion of the team affiliation)
- Club identification

The shirt may also include the manufacturer identification and certain sponsor logos in accordance with these Equipment Regulations and the below restrictions.

## **Application of the Equipment Regulations**

Once the Athlete is in the Gaming Station during the official competition, she/he is expected to only wear the pre-approved team equipment. Approved hoodies can be worn as the base layer with the jersey being always the top layer.

## **The following sponsor categories are not allowed:**

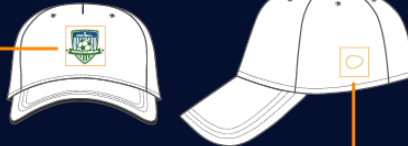
Gambling or gambling websites, alcohol, tobacco, drugs, unauthorized websites or companies promoting or selling FIFA Ultimate Team Coin, firearms or any type of weapons, pornographic or adult material. This list might be amended from time to time by FIFA or EA.



# CAPS



**Team Emblem**  
max of 50cm<sup>2</sup>  
Can appear once on the item



**Manufacturer Identification:**  
Only Manufacturer Identification can be displayed beside the Team Emblem max of 20cm<sup>2</sup>, can appear once on the item

# JERSEYS

**Manufacturer Identification:**  
max of 20cm<sup>2</sup>



**Official Team Emblem:**  
max of 100cm<sup>2</sup>



**Team Affiliate Recognition**  
Maximum of one sponsor logo per box on the front of the shoulders  
- max. total of 50cm<sup>2</sup>

**Team Affiliate Recognition**  
Maximum of two sponsor logos on the front below chest level  
- max. total of 400cm<sup>2</sup>

**Name**  
must be between 5cm and 7.5 cm in height and between the shoulders.  
No number on shirt allowed



**Back Free Zone**  
The minimum distance between Name and Team Affiliated Recognition must be at least 35 cm

**Team Affiliate Recognition**  
Maximum of one sponsor logo on the back  
- max. total of 200cm<sup>2</sup>

**Base Layer**  
Base Layers need to be the same color as the jersey



**Sleeve Free Zone**  
Area reserved for specific badges by FIFA or EA



# HOODIES

**Manufacturer Identification**  
max of 20cm<sup>2</sup>



**Official Team Emblem**  
max of 100cm<sup>2</sup>

**Team Affiliate Recognition**  
Maximum of one sponsor logo  
on the top of the back  
- max. total of 200cm<sup>2</sup>



# PANTS



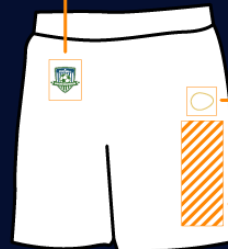
**Team Emblem**  
max of 100cm<sup>2</sup>  
Can appear once  
on the item



**Team Emblem**  
max of 100cm<sup>2</sup>  
Can appear once  
on the item



**Manufacturer Identification**  
max of 20cm<sup>2</sup> can appear once  
on the item



**Manufacturer Identification**  
max of 20cm<sup>2</sup> can appear once  
on the item

**Team Affiliate Recognition**  
Maximum of one sponsor logo  
on the front below manufacturer  
logo with letters being max.  
10cm in height  
- max. total of 50cm<sup>2</sup>

**Team Affiliate Recognition**  
Maximum of one sponsor logo  
on the front below manufacturer  
logo with letters being max. 10cm in height  
- max. total of 50cm<sup>2</sup>



- 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.
- Athletes are not allowed to wear attire/accessories that disturb the broadcast.
  - If any Athlete's attire/accessories is deemed inappropriate, such 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 Athletes of that FO4 esports Team, which shall at all times be in accordance with the EACC Equipment Regulations outlined.
- Athletes shall not wear, carry or bear any items of a commercial, religious or political nature, or which in EA's opinion reflect unfavourably upon the EACC, 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 warning by EA in accordance with Section 8 of these EACC Terms and Conditions.
- For Dress Code rules that are not specified in these regulations, the Ecosystem Ruleset will apply.

## 6.10. 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 participating 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 participating 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

### 7.1. 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:

| Placement | Prize Money | Ranking Points |
|-----------|-------------|----------------|
| 1         | \$35,000    | 200            |
| 2         | \$25,000    | 180            |
| 3~4       | \$9,500     | 90             |
| 5~6       | \$6,500     | 36             |
| 7~8       | \$4,000     | 18             |

The above-mentioned prizes represent the consideration for the services performed by participating 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; and
- FO4 esports Teams shall have full responsibility in prize money delivery to Athletes. EA will not be liable for any type of issues arising from the delivery of prize money.

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 participating 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.

## **7.2. Other competitions**

FO4 esports Teams participating at the EACC may automatically qualify for other EA competitions or be awarded with participation in other EA events based on their performance. EA will notify those FO4 esports Teams in due course about any other consecutive competition or events they might be qualified for.

## **8. General provisions**

### **8.1. Commercial and intellectual property rights**

For the purposes of this Section:

**“EACC Marks”** means the official name “EACC Summer 2023” 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.

**“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.

**“Participating 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.

**“Playing Apparel”** means any official apparel worn by the relevant FO4 esports Team and/or participating 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 Participating 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 Summer 2023 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 Participating 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 participating 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 Participating Athletes and any third party member of the FO4 esports Teams.

## **Transfer of Rights of FO4 esports Teams and Participating 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 three (3) 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 shall secure written confirmation (based on a template document prepared by EA if required by EA) from each Athlete of EA's right to use and/or EA's right to 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 participating 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 (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 non exclusive 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 and digital products and services (including without limitation, , 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 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 or 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 participating Athletes**

Participating 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.

### **8.2. Conduct contrary to the integrity**

- All FO4 esports Team entourage shall refrain themselves and the Participating Athletes from engaging in conduct contrary to the integrity and sporting ethics of the EACC and shall be bound to the applicable EA regulations (included EA Disciplinary Code, EA Code of Ethics 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 Athlete and/or FO4 esports Team entourage 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 Team 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 Team 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 Athlete and/or FO4 esports Team 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 Teams 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:
  - Email: [FO4S\\_Referee@ea.com](mailto:FO4S_Referee@ea.com)

### **8.3. 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:

- Warning(s) in the following occurrences:
  - If an Athlete does not follow the instructions from the Referee or EA;
  - 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 behaviour 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.
- Any other prohibited occurrences in these EACC Terms and Conditions.

Sanctions apply as below:

- Every single warning will result in one (1) penalty point immediately.
- EA reserves the rights to give single warnings, or give a certain amount of penalty points at any time to the FO4 esports Team in case of any violations.
- Penalty points are cumulative until the end of the tournament. One penalty point will result in 2% prize money deduction. Accumulated penalty points within one match shall further have these consequences (which might affect the entire FO4 esports Team):

|                   |  |
|-------------------|--|
| 4 penalty points  | Game forfeit   |
| 7 penalty points  | Match forfeit  |
| 10 penalty points | Disqualification of the FO4 esports Team (elimination as the last place) |

- Any accumulated penalty points, regardless how they were acquired, will remain until the end of the tournament.
- 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:
  - Forfeiture of a single Game;
  - Forfeiture of all Games;
  - Forfeiture of a single Matchup;
  - Forfeiture of all Matchups;
  - Loss of awards (including prize money);
  - Exclusion of any Athlete from its FO4 esports Team;
  - Suspension from EACC;
  - Suspension from the FO4 Series;
  - 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 Athlete and/or FO4 esports Team in its discretion.

## 8.4. Indemnity

Each FO4 esports Team (and, if required by EA, any Athlete and Coach) 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).

## 8.5. 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.

## **8.6. 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 law in the applicable territories prohibiting bribery and/or corruption, and other applicable laws in respect of these EACC Terms and Conditions.

## **8.7. 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 Arbitration Centre. 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.

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**

**Legal representative of the FO4 esports Team**

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

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

FO4 esports Team name: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

**FO4 esports Team Coach**

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

Coaches 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

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

| Asia        |
|-------------|
| China       |
| Thailand    |
| Vietnam     |
| South Korea |

## APPENDIX 2– GLOSSARY

**Participating Athlete** - a real-world, professional EA SPORTS FIFA ONLINE 4 player, registered in FIFA eFootball Management System to participate in FO4S under one registered FO4 esports Team

**FO4 esports Team** - a group of a real-world, professional group of Athletes, consist of three or four Participating Athletes

**In-game Team** - in-game EA SPORTS FIFA ONLINE 4 roster of virtual in-game players, used in Major Event play by each individual Participating Athletes on a FO4 esports Team

**Athlete's Nickname** - The unique names created by Athletes to be displayed in the game and broadcastings.

**Free Agent** - a player who is eligible to change or be newly acquired by a FO4 esports Team

**Game** - a single instance of two Participating Athletes facing off, with victory determined by the number of in-game goals scored by each Participating Athlete

**Matchup** - a single instance of two participating FO4 esports Teams facing off, with victory determined by the number of games won in the course of the matchup (e.g. 3 games won in a Best-of-5-game matchup)

**Double-elimination Tournament** - A double-elimination tournament is a type of elimination tournament competition in which a participant ceases to be eligible to win the tournament's championship upon having lost two matches. Once the FO4 esports Team loses the matchup, the losing FO4 esports Team will proceed into the losers bracket and the winning FO4 esports Team proceed into the winners bracket. Loser bracket champion does not need to defeat the winner bracket champion twice in the grand final to win the tournament.

**Best-Of-5 Format** - each Matchup between two FO4 esports Teams consisting of a maximum of five individual Games. The first FO4 esports Team to win three (3) individual Games is winning the Matchup.

**Roster** - The sum of a Team's Active Roster.

**Referee** - Referees are responsible for making judgements on every match-related issue, question and situation which occurs before, during, and immediately following a match.



## **APPENDIX 3 – PROHIBITED PARTNER CATEGORIES LIST**

- Pornography or any sexually explicit materials, contraceptive products or services, or online dating products or services;
- Alcohol;
- Tobacco, cigarettes or similar products;
- Other restricted drugs or drug paraphernalia;
- Firearms, explosives, or other weapons;
- Tattoos or body branding services;
- Gambling/wagering/lottery products or services, including sports betting and daily fantasy sites or similar services;
- FIFA Ultimate Team Coin promoting or selling websites or companies
- Unauthorized game key selling websites or companies
- Political ads or otherwise promoting a political agenda;
- Illegal products or services, or content that otherwise violates any applicable laws in the territories;
- Involving content that is obscene, slanderous, misleading, inaccurate, or discriminatory;
- Pharmaceutical products or services, dietary supplements, or medical devices;
- Products or services that compete with EA's business (e.g. games, online game sites, or competing esports events);
- Anything that is detrimental to EA's business (hacking, gold services, account selling, coin selling);
- Anything that is inconsistent with the ESRB or applicable rating(s) of the game in the given territory;
- Cryptocurrency, cryptocurrency companies and/or websites promoting/relating to the trade of cryptocurrency
- Any direct competitive platform manufacturer outside of SONY PlayStation, that is to say: Microsoft Xbox One, Xbox One S, Xbox One X, Xbox 360

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

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"), which may include the following:

- First name, last name, citizenship and immigration status, government identification number, passport number, financial accounting number, credit card number, address, phone number, email address, place of birth, place of residence, location of remote production, age, date of birth, gender, photos, audio/voice recording, gamertag, social media handles (twitter and Instagram), 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 PROJECT BANANA GAMING & MEDIA (HONGKONG) LIMITED and EA, to use the Personal Data as follows:

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

### **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 ('Applicable Data Protection Laws'). Additionally, you acknowledge and agree that Data will be shared with PROJECT BANANA GAMING & MEDIA (HONGKONG) LIMITED and EA, to use the Personal Data for the purposes outlined above. 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.

### Storage of Personal Data and Data Security

The Personal Data may be stored and in the United States or any other country in which EA, its subsidiaries, or third-party agents operate. By taking part in EACC, you consent to the transfer of your personal data outside of your country of residence, and you acknowledge that your personal information may be transferred to recipients in the United States and other countries that may not offer the same level of privacy protection as the laws in your country of residence or citizenship.

EA's privacy practices comply with the APEC Cross Border Privacy Rules System. The APEC CBPR system provides a framework for organizations to ensure protection of personal information transferred among participating APEC economies. More information about the APEC framework is available on this page.

Your Personal information will be retained only for as long as necessary to for the purposes described herein, and as otherwise disclosed in EA's Privacy & Cookie Policy. Where required, we may retain that information beyond that period if necessary for legal, operational, or other legitimate reasons.

### 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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_