## Team of the Year Promotion Terms and Conditions

## **Official Rules**

EA has published a post on its official Facebook or Twitter page ("EA's Promotion Post") to advertise a competition with specific reference or a link to these Team of the Year Promotion Standard Terms and Conditions (the "Promotion"). These Team of the Year Promotion Terms and Conditions apply separately to each Promotion.

Promotions are sponsored by EA.

## NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **Eligibility:** Promotions are open only to the following legal residents for EA's Promotion Posts that are published on the Twitter and Facebook pages set out below:

Eligible Legal Residents	EA Twitter Page	EA Facebook Page
Australia or New Zealand	https://twitter.com/EASPORTSFIFAANZ / https://twitter.com/EA_Australia	N/A
Hong Kong	N/A	https://www.facebook.com/EAGames.t c/?fref=nf
Japan	https://twitter.com/EASPORTSFIFA_JP	N/A
South Korea	N/A	https://www.facebook.com/EAGames.k r/
Saudi Arabia or United Arab Emirates	https://twitter.com/EA_ME	N/A

Promotions are only open to persons who are at least as 13 years of age or the minimum age specified in EA's Promotion Post. Those who are employees of Electronic Arts Inc. or its affiliates, subsidiaries, representatives, advertising, promotion and publicity agencies ("Sponsor and its agents") or who are immediate family members or persons living in the same household of each such employee are not eligible. Subject to all applicable laws and regulations. Void where prohibited. By participating in any Promotion, the participant signifies his or her full and unconditional agreement to these Official Rules.

2. **How to Enter:** For EA's Promotion Post on Twitter, retweet EA's Promotion Post. For EA's Promotion Post on Facebook, click the 'Like' button and write a comment on EA's Promotion Post LIMIT: One (1) entry per person or social media account per social media platform. Use of any automated system to participate in the Promotion is strictly prohibited and will result in disqualification and all entries submitted or received via such automated system will be void. The Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected information or entries, which will be disqualified and void. In the event of a dispute as to the identity of any entrant, the authorized account holder (as defined herein) of the email address used by, or connected to, the eligible entrant will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

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

By participating in the Promotion, entrant consents to Sponsor processing any personal information provided by the entrant (including any name, address, email, birthdate information) in accordance with Sponsor's Privacy and Cookie Policy, available at <u>http://www.ea.com/privacy-policy</u> for the purposes of:

- (a) Organizing, running and monitoring the Promotions and prize fulfillment, including, if entrant wins a prize, publishing (i) their name on the Winner(s) List and (ii) their name and country of residence online or in any other media in connection with the Promotion, as described further in Section 7 below); and
- (b) Any additional processing activities to which entrants consent.

Entrants acknowledge that personal information may be stored and processed for the purposes set out in the Privacy and Cookie Policy in the United States or any other country in which EA, its subsidiaries, or third party agents operate. By entering any Promotion, you consent 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 participates in the U.S.-Swiss Privacy Shield Framework for the collection, use, and retention of data from Switzerland. While EA relies on various mechanisms to effectuate cross-border transfers, we continue to adhere to the Privacy Shield Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Privacy Shield program, and to view our certification, please visit <u>https://www.privacyshield.gov/welcome</u>.

4. **Promotion Period:** The Promotion begins at the time EA's Promotion Post is published and ends at 09:00AM AEDT on 23<sup>rd</sup> January 2018 ("Promotion Period")

5. **Prize Drawings:** EA will randomly select the potential winner[s] from all eligible entries received during the Promotion Period, on or around 1<sup>st</sup> February 2018. The drawing(s) will take place at the Sponsor's offices at the address set forth above or at the address of EA's Australian affiliate at Level 3, 24 York Street, Sydney NSW 2000. The potential winners will be notified through Direct Message on Twitter and/or Facebook. Except where prohibited, if requested by EA each potential winner will be required to sign and return a Winner's Declaration and Release, which must be received by Sponsor, within 10 days of the date notice or attempted notice is sent, in order to claim his/her prize. If any potential winner cannot be contacted, fails to sign and return the Winner's Declaration and Release within the required time period, refuses the prize, is ineligible to accept the prize, or prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules; all prizes claimed in accordance with these Official Rules will be awarded. In the event that a potential winner is disqualified or the prize is forfeited for any reason, Sponsor will award the applicable prize, time permitting given the nature of the prize, to an alternate winner by random drawing from among all remaining eligible Entries. Only three (3) alternate drawings will be held, after which Sponsor retains the discretion to donate the applicable prize to a charity of Sponsor's choosing.

6. Prizes: One (1) winner from each region (Australia/New Zealand, Hong Kong, Japan, South Korea, and Saudi Arabia/United Arab Emirates) will be awarded with one (1) signed Stoke City Team Jersey. The Prize or Prizes are described in EA's Promotion Post. If for any reason an advertised prize is unavailable, we reserve the right to substitute a prize of equal or greater value. The maximum value of any Prize provided pursuant to these Official Rules is AUD \$1,000. The odds of winning depend upon the number of eligible entries received. Allow 28 days for shipment of prize(s).

## 7. General Terms:

- (a) By participating in any Promotion, each entrant agrees:
  - (i) To the extent allowable under applicable law and, in Australia, subject to and without excluding, restricting or modifying any rights or remedies to which the participant may be

entitled as a consumer under the consumer guarantee provisions of the Australian Consumer Law in relation to the operation of the Promotion and any prize won, to release and hold harmless Sponsor and its agents from any and all liability or any injury, loss, damage, right, claim or action of any kind arising from or in connection with this Promotion or any Promotionrelated activity or the receipt, possession, use or misuse of any prize won;

- (ii) That EA's decisions will be final and binding on all matters related to this Promotion;
- (iii) That by accepting a prize, EA may publish your name and country of residence online or in any other media, in connection with this Promotion, without payment or compensation to the winner or anyone else, except where prohibited; and
- (b) EA reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. If the Promotion is terminated Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible entries received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or those of any other Promotion or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- (c) Winners are responsible for any applicable taxes on prizes.

8. **Winner(s) List:** Winner List requests will only be accepted after the end of the Promotion Period (listed above) and no later than two months from the end of the Promotion Period ("Winners Request Period"): If you send an e-mail to ANZcommunity@ea.com throughout the Winners Request Period we will provide you with a list of confirmed winners.

**9.** Sponsor and Governing Law: If the entrant resides in Japan, (i) the Team of the Year Promotion Terms and Conditions are between the entrant and Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City, CA 94065, USA; (ii) the laws of the State of California, excluding its conflicts-of-law rules, govern the Promotion; and (iii) you expressly agree that for claims and disputes the exclusive jurisdiction for any claim or action arising out of or relating to the Promotion shall be the federal or state courts that govern San Mateo County, California, and you expressly consent to the exercise of personal jurisdiction of such courts.

If an entrant resides in any other country, (i) the Team of the Year Promotion Terms and Conditions are between the entrant and EA Swiss Sàrl, a company registered in the Geneva Companies Registry with company registration number: CH-660-2328005-8 and with offices at 8 Place du Molard, 1204 Geneva, Switzerland; (ii) the laws of the State of California, excluding its conflicts-of-law rules, govern the Promotion; and (iii) you expressly agree that for claims the exclusive jurisdiction for any claim or action arising out of or relating to the Promotion shall be the federal or state courts that govern San Mateo County, California, and you expressly consent to the exercise of personal jurisdiction of such courts.

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