



WHO'S THE GREATEST CHAMPIONSHIP: ELIGIBILITY AND RELEASE FORM

Name (Last, First)	Email Address:

PLEASE READ CAREFULLY -- IN THIS FORM YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS

1. **PURPOSE:** I have agreed to play in the WHO'S THE GREATEST CHAMPIONSHIP ("10N8E"). I would like the opportunity to participate in 10N8E events (each, a "**Tournament**") and to have the right to access the EA Sports video game (the "**Game**") for Tournament play. I understand that I will not have the right to play in the Tournaments, unless I agree to be bound by the terms and conditions in this Eligibility and Release Form issued by 10N8E.

2. **RELEASE:** I hereby release, indemnify, and hold harmless 10N8E and each of its sponsors, officers, directors, shareholders, employees, agents, representatives, assigns and successors-in-interest (collectively, the "**10N8E Parties**") from and against any damages, losses, claims, or causes of action arising out of the Tournament(s), regardless of legal theory. In no event shall 10N8E be liable for any special, consequential, indirect, incidental, punitive, or exemplary damages, whether foreseeable or not, including but not limited to lost profits, revenue, or goodwill. I understand and agree that this Eligibility and Release Form shall apply to and protect the 10N8E Parties and shall be binding on my heirs, administrators, custodians, trustees, agents and successors. I acknowledge that I am not an agent or employee of any 10N8E Party and that no 10N8E Party has any fiduciary obligations to me.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH GAME PLAY AND THE TOURNAMENTS AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS.

3. **USE OF MY NAME AND LIKENESS:** Unless prohibited by law, I hereby grant to the 10N8E Parties a license to live-stream, broadcast, or record my play of the EA Sports FIFA at any Official Competition or part thereof. I further grant to the 10N8E Parties a royalty-free, fully paid-up, worldwide right and license (with the right to grant sublicenses) to copy, publish, distribute, edit, host, store, and otherwise use and display my full name, tag, nickname, photograph, likeness, image, avatar, voice, video, in-game persona, game play statistics, and biographical information ("**Biographical Materials**"), and create derivative works of the foregoing items, in any and all present and future media, on or in connection with (a) the broadcast or streaming of any coverage of all or any part of an Official Competition; (b) the marketing and promotion of any Official Competition or any game, match or tournament or part thereof; and (c) the marketing and promotion of the 10N8E Parties and EA Sports. In connection with these matters, I hereby release the 10N8E Parties from any and all liability associated therewith. I agree that I will have no right to inspect or approve the Biographical Materials that are used in any advertising. I understand and agree that I will not receive compensation, fees, royalties, or any other form of payment for use of Biographical Materials. For the avoidance of doubt, nothing herein requires the 10N8E Parties to make use of any of the rights granted above.

4. **PRIVACY:** I understand that 10N8E need to collect additional information from me because of my participation in the Tournaments. 10N8E will collect some of this information from me directly, but may also obtain information about me from third parties (e.g. my profile). I understand that I don't have to share info when 10N8E ask me to in connection with the Tournament, but if I decline, I might not be able to participate in the Tournaments. I understand that the additional information 10N8E collects, directly or indirectly, may include:

- Personal details, which I submit as part of this Eligibility Form;

- Information about me contained within my contractual arrangements, if any,);
- Photographs and video footage of me from the Tournament participation (e.g. from Tournament streams);
- Information about my performance as a professional (e.g. game statistics) and all game performance data (peripheral inputs, communications, character selection
- Information linked to any disciplinary, grievance or other action;
- Communication data sent or provided to 10N8E, such as emails, chat logs or other communications between me and 10N8E or other third parties (e.g. when 10N8E or Tournament Operator carry out investigations).

I understand that, in addition to the examples detailed above, 10N8E may use and share my info to fulfil obligations such as: (a) promoting the Tournaments; (b) providing organisational, technical and administrative support; (c) monitoring and enforcing compliance with the Rules, including ensuring competitive integrity; (d) defending or pursuing legal or regulatory action, including litigation; (e) obtaining and maintaining insurance; (f) ensuring compliance with governmental agencies; and (g) improving the Tournaments and 10N8E services more generally. I've been informed that the legal bases for 10N8E doing so include: (i) as is necessary to perform 10N8E's obligations to me; (ii) with my consent; (iii) in my own and 10N8E's legitimate interests (such as ensuring competitive integrity); (iv) to comply with legal obligations; (v) to protect my vital interests, or those of others; (vi) when necessary in the public interest; and (vii) where necessary for the purposes of 10N8E's or a third party's legitimate interests. If 10N8E processes any of my special category data (e.g. health data), this will be done with my explicit consent. I understand that 10N8E is a global company with operations around the world. As a result, during and after my participation in the Tournament, my info may be processed anywhere we (including via 10N8E Parties) or our partners and service providers do business. I understand that info I provide to 10N8E will be retained as long as is necessary to perform any contracts with me and for 10N8E's legitimate interests, including complying with legal obligations, resolving disputes, enforcing our contracts and terms, preventing fraud and managing internal books and records.

5. **LIMITATIONS ON MY REMEDIES:** To the extent permitted by law, I agree that no lawsuit or any other legal proceeding against the 10N8E Parties relating to or arising out of any Tournament, the Game or this Eligibility and Release Form shall be brought or filed by me or my guardians or representatives more than one (1) year after the incident giving rise to the claim occurred. To the fullest extent permitted by law, I agree that I will not bring any class action lawsuit (or authorize my guardians or representatives bring any class action lawsuit) against any 10N8E Party or be a representative plaintiff or plaintiff class member in any such lawsuit.

6. **TAXES:** I acknowledge and agree that the 10N8E Parties shall not be responsible for the payment of any national, federal, state or local taxes imposed on me as a consequence of the prize payments I may receive from the Tournament.

7. **USE OF OTHER PEOPLE'S STUFF:** I acknowledge that as a participant in a Tournament, I may have access to confidential information of the 10N8E Parties, including information relating to the Game. I agree not to disclose any information marked, or reasonably understood to be, confidential, to any other person or entity, and agree not to use any such confidential information for any purpose other than for carrying out my obligations as a participant in a Tournament. In addition, I agree that I will not use, display, or misappropriate any trademarks, trade names, trade device, service marks, symbols, or other property of the 10N8E Parties, including the trademarks for the Game, without the prior written consent of 10N8E in each instance.



Member's Signature: _____

Parent or Guardian Signature: _____

Parent or Guardian Name (Printed)

I HAVE READ THIS ELIGIBILITY AND RELEASE FORM. I UNDERSTAND ITS CONTENTS AND LEGAL SIGNIFICANCE, AND I AGREE TO BE BOUND BY ITS TERMS. IF I AM UNDER 16 YEARS OF AGE, I UNDERSTAND THAT MY PARENT OR LEGAL GUARDIAN MUST SIGN.

