

## TERMS AND CONDITIONS

### 1. PROMOTER AND TERMS OF ENTRY

- a. The promoter and operator of the ePremier League 2018-2019 is **THE FOOTBALL ASSOCIATION PREMIER LEAGUE LIMITED** a company incorporated and registered in England (company number 02719699) which has its registered office at 30 Gloucester Place, London, W1U 8PL ("**Premier League**").
- b. The ePremier League 2018-2019 is a video game competition conducted on the EA SPORTS FIFA 19 video game on the Xbox One and PlayStation 4 consoles ("**Supported Platforms**"). Until the final match of the Live Final (defined below) the Premier League will run separate competitions for each Supported Platform. For Xbox there will be the "**Xbox Division**" and for PlayStation there will be the "**PlayStation Division**".
- c. By entering the ePremier League 2018-2019, you (a "**Player**") are accepting the following terms and conditions (the "**Terms and Conditions**"):
  - (i) these terms and conditions, which set out the non-sporting rules of the ePremier League 2018-2019 (the "**Competition Rules**");
  - (ii) the Official Gameplay Rules (including Code of Conduct) of the ePremier League 2018-2019, which can be found at <https://e.premierleague.com/competition-rules> and any updated or supplemental rules that will be issued to all relevant Players ahead of the round to which they relate;
  - (iii) the ePremier League 2018-2019 Privacy Policy at <https://e.premierleague.com/privacy-policy>;
  - (iv) the ePremier League 2018-2019 Safeguarding Guidance at <https://e.premierleague.com/internet-safety-guidelines>;
  - (v) the terms of use of <https://e.premierleague.com/> (the "**Website**") in relation to use of such Website which is available at <https://e.premierleague.com/terms>.
- d. By competing in the ePremier League 2018-2019, each Player (or where a Player is under 18, each Player's parent or guardian on behalf of the Player) agrees;
  - (i) to the Terms and Conditions;
  - (ii) that parts of the ePremier League 2018-2019 will be filmed and that the Premier League and its

- licensees will be entitled to use and exploit footage of the ePremier League 2018-2019;
- (iii) to participate in publicity and media activities relating to the ePremier League 2018-2019; and
  - (iv) to the Premier League and its licensees using the Players' image, including but not limited to the Player's name, voice, image, slogan, likeness, biography, statistics and performance in the ePremier League 2018-2019 and still and moving images of the Player, and hereby irrevocably and unconditionally assigns to the Premier League (by way of present assignment of existing and future rights) any and all copyright and other intellectual property rights created in the course of such Player's participation in the ePremier League 2018-2019 (together with all goodwill associated therewith) and further waives any so-called "moral rights" in any such participation.
- e. Five competitors will be entering the ePremier League 2018-2019 in their capacity as professional esports players, or winners of previous competitions (each a "**Pro Player**" and together the "**Pro Players**"), representing the respective Premier League member clubs (each a "**Club**" together the "**Clubs**") to which they are signed. The Pro Players shall enter the ePremier League 2018-2019 at the Club Playoff round (see further details below) and are exempt from the standard eligibility criteria.

## **2. ELIGIBILITY, HOW TO ENTER AND ENTRIES**

- a. Registration to enter to ePremier League 2018-2019 will open at 09:00 on 03 December 2018 and close at 23:59 on 4 January 2019. Players must register with their valid EA Account.
- b. The ePremier League 2018-2019 is open to Players aged 16 (on 03 December 2018) and over who meet the following eligibility criteria:
  - (i) own or have access to FIFA 19 on a Supported Platform;
  - (ii) have a valid Gamertag or PSN ID;
  - (iii) have a valid ePremier League 2018-2019 account for every stage of the ePremier League 2018-2019;
  - (iv) are a UK resident (proof of residency may be requested by the Premier League or the Clubs at any stage, with the sufficiency of any such documentation to be determined by the Premier League in its sole discretion); and
  - (v) not appear on any list of banned persons or similar of the Premier League, any Club or EA.
- c. To enter the ePremier League 2018-2019, Players must register online on the Website [e.premierleague.com](http://e.premierleague.com) and strictly in accordance with the relevant

instructions. No applications made in any other manner will be accepted. Where your application is accepted, you have successfully registered and will become a Player. As part of the registration process, Players will be asked to provide data, such as a chosen Club to represent and selected ePremier League account name (to be displayed on a leaderboard which shows the standing of Players in the ePremier League 2018-2019 (the "**Leaderboard**")). The ePremier League account name and chosen Club will be locked for the duration of the ePremier League 2018-2019 unless a change is required by the Premier League.

- d. Players are responsible for any expenses which may be incurred by them as a result of entering and/or participating in the ePremier League 2018-2019, however Players (and if a Player is under 18, a parent or guardian of that Player) that qualify for the Live Finals (as defined below) of the ePremier League in London on 28 and 29 March 2019 will have reasonable travel and accommodation costs for the Live Finals covered by the Premier League and/ or its Clubs subject to all travel and accommodation being approved by the Premier League and/ or its Clubs in writing in advance. Further guidance shall be issued to Players in advance of the Live Finals. Incidentals for travel, including, without limitation: telephone calls, facsimile charges, Internet charges, spa/beauty salon services, laundry, tours/excursions, gift shop purchases, hotel processing fees, airline service charges and any other expenses not mentioned in the Terms and Conditions are the sole responsibility of the Player and his or her parent/guardian (if applicable), and the Player may be asked to account for any such incidental charges by providing the applicable hotel with a credit card. Hotel and airfare cannot be used separately. Travel and accommodations are subject to availability and certain restrictions. Any extra nights' stay and any additional costs associated with an extended stay are the sole responsibility of the Player. Valid passport and/or other travel documentation may be required, which is the responsibility of each Player. Additional restrictions may apply.
- e. the Premier League shall not be responsible for:
- (i) any actions taken using a Player's password (and the Player is responsible for the safety and security of his/her password);
  - (ii) any entries which are delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
  - (iii) lost, late, incomplete, damaged, stolen, invalid, unintelligible or misdirected entries, which will be disqualified,
- in each case unless caused by the Premier League, its employees, agents and/or representatives.

- f. the Premier League's computer record of the entry will be considered to be the official entry. In the event of a dispute as to any entry, the authorised account holder of the email address used to register will be deemed to be the entrant to the ePremier League 2018-2019 (and this will be used to match the registration of the device/console on the Website).
- g. As stated above, Players aged 16 or over may enter the ePremier League 2018-2019, however the consent of a parent or guardian is required for Players under 18. Such consent may also be required again in relation to certain elements of the Club Knockout Round or Live Finals as will be notified to Players ahead of the relevant stage. The Premier League reserves the right to validate whether consent has been granted by a parent/guardian at any stage of the ePremier League 2018-2019. To attend either the Club Playoff or the Live Final, Players under 18 must be accompanied by a parent or guardian.
- h. Registrations must not be made by agents or third parties and individuals are not permitted to register multiple times – any such registrations will be deemed void.
- i. The Premier League reserves the right to suspend Players that use gamertags or account names which are deemed to be inappropriate or offensive. Depending on the seriousness of the situation, the Player's account may be deleted in its entirety without notice. Any such decision to do so by the Premier League is final. Alternatively, the Premier League may reject such a name and require a new one to be selected within three working days or prior to closing of registration, whichever is sooner. A failure to do so, or in the event another inappropriate or offensive name is selected, will result in the Player being held in breach of these Terms and Conditions. Further guidance on Player conduct is set out in the Official Gameplay Rules.
- j. Players who are invited to participate in Live Finals or Club Playoffs may be required confirm their ability to travel, as well as to certify their residency by providing two forms of identification or proof of residency, such as:
  - (i) Government-issued identification: a document such as a passport, driver's license, identification card, or work visa with a name and physical address in an eligible country.
  - (ii) Utility Bill: a recent invoice from a utility (energy, telephone, or cable) company with a name and physical address in an eligible country.
- k. Employees of the Premier League, EA, Gfinity PLC, and the immediate family members or persons living in the same household of such employees are not eligible to participate in the ePremier League 2018-2019.

### **3. PRIZES**

- a. The Premier League may choose to award prizes in respect of the ePremier League 2018-2019 (the "**Prizes**"). Such Prizes will be available at the discretion of the Premier League and in

accordance with criteria set by it. The Premier League reserves the right to alter and amend the Prizes or criteria for winning a Prize where circumstances beyond its reasonable control require it to do so.

- b. Prizes are not transferable and are non-exchangeable. No cash alternative will be offered in any circumstances.
- c. The Premier League intends (but does not undertake) for the ePremier League Champion (to receive 850 EA SPORTS FIFA 19 Global Series points (subject to section 3(d) below) and the ePremier League 2018-2019 trophy.
- d. Only Players that were FUT Champions Verified by 31 October 2018 will be eligible to be awarded EA SPORTS FIFA 19 Global Series points. Further information on FUT Champions Verification is available at <https://www.ea.com/en-gb/games/fifa/fifa-19/compete/overview/how-to-compete>, however Players that are not FUT Champions Verified are still eligible to compete in the ePremier League 2018-2019 and be crowned ePremier League Champion

#### 4. STAGES AND QUALIFICATION

- a. The ePremier League 2018-2019 consists of:
  - (i) a public online qualification round ("**Online Qualification**") to take place between 09:00 on Saturday 5 January 2019 and 22:00 on Sunday 27 January 2019 (or such date as the Premier League may determine);
  - (ii) a live Club Playoff event for each Club to take place between Monday 11 February 2019 and Sunday 10 March 2019 (date and venue relevant to each Club to be confirmed to qualifying Players by the Premier League ("**Club Playoff**")); and
  - (iii) a live finals event, to take place at the Gfinity Arena in London, United Kingdom on 28 and 29 March 2019 ("**Live Finals**").
- b. Players that qualify through Online Qualification will be notified via email (using the email address provided during registration) sent within five working days following the end of the Online Qualification round. Players may also be contacted through the phone number provided by them if they do not respond to the email. It is the sole responsibility of Players to notify the Premier League if his or her email address or phone number has changed. To do so, click on the 'Edit Profile' link from the "ACCOUNT SETTINGS" dropdown menu in the top righthand corner of the Website

- c. If, after the Premier League has made reasonable efforts to make contact with a Player who has qualified for the Club Playoffs or Live Finals and within 48 hours, such Player (and, additionally, where the Player is under 18 years old, such Player's parent or guardian): (i) has not confirmed to the Premier League that they will be attending the Club Playoff or Live Finals and demonstrated that they are willing and able to attend the Club Playoff or Live Finals (for example, by providing documents demonstrating the right to travel to the relevant location) or (ii) does not in fact attend the Club Playoff or Live Finals at the time and place specified, the Premier League will replace (where possible) such Player with another Player to proceed in the ePremier League 2018-2019. Where possible, the Premier League will replace Player(s) with the next highest ranked Player from the previous qualification stage until the requisite number of Players for the Club Playoff or Live Finals has been achieved.
- d. The Premier League will have no responsibility for disqualifying any Player who has not responded to its communication, that fails to demonstrate that they are willing and able to attend the Club playoff or Live Finals, or does not attend the Club Playoff or Live Finals under paragraph c. above.
- e. Without prejudice to the disputes procedures set out in the Official Gameplay Rules, the decision of the Premier League and its nominees regarding any aspect of the ePremier League 2018-2019 is final and binding and no correspondence will be entered into. For the avoidance of doubt, the Premier League may, in its sole discretion, remove Players at any time from the ePremier League 2018-2019 if they are deemed to have breached these Terms and Conditions.
- f. Additional terms and conditions apply to the Gfinity Esports Arena in relation to the Live Finals, which can be found under Guest Admissions Policy at <https://www.myvue.com/legal/terms-and-conditions> and separate T&Cs may also apply to the venues used for the Club Playoffs. If relevant, the terms and conditions for those venues will be notified to the qualifying Players in advance of the Club Playoffs.
- g. The Premier League reserves the right at any time to modify or discontinue, temporarily or permanently, the ePremier League 2018-2019 with or without prior notice for reasons outside its reasonable control or to maintain the integrity of the ePremier League 2018-2019, or maintain compliance with applicable laws.
- h. The Premier League shall not be liable for any failure to comply with its obligations relating to the ePremier League 2018-2019 where the failure is caused by something outside its reasonable control and was not foreseeable to the Premier League and the

Player when the Player entered the ePremier League 2018-2019. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, war, hostilities, political unrest, riots, civil commotion, inevitable accidents or supervening legislation.

- i. Further details for each stage of the ePremier League 2018-2019 can be found in the Official Gameplay Rules – the below is a summary:

#### Online Qualification

- j. The Online Qualification shall use a 'ladder format' details of which are contained in the Official Gameplay Rules. Players will earn points through their performances in the Online Qualification in an attempt to qualify for the Club Playoffs. Each Club and Supported Platform shall have a separate leaderboard.
  - (i) Verified Players may only compete in a single Online Qualification ladder leading to the Club Playoffs. Players will be required to select which Club's Online Qualification ladder they wish to participate in as part of the ePremier League 2018-2019 user registration process;
  - (ii) Players may register and attempt to compete in the Online Qualification on a Supported Platform using a single PSN account on the PlayStation 4 or a single Xbox account on the Xbox One;
  - (iii) Players may only attempt to qualify and compete on one Supported Platform of their choice.
  - (iv) Eligible Players finishing in the top 16 for each Club on each Supported Platform leaderboard will be invited to participate in the Club Playoffs.

#### Club Playoffs

- k. The Club Playoffs will feature the top 16 Players from each Supported Platform during the Online Qualification for each Club, subject to the following:
  - (i) For Manchester City F.C. only 15 Players will qualify for the Playstation Division due to one Pro Player entering the ePremier League 2018-2019 at this stage;
  - (ii) For Wolverhampton Wanderers F.C. only 14 Players will qualify for the Playstation Division due to two Pro Players entering the ePremier League 2018-2019 at this stage; and
  - (iii) For West Ham United F.C. only 15 Players will qualify for the Xbox Division and 15 Players will qualify for the

Playstation Division due to two Pro Players entering the ePremier League 2018-2019 at this stage.

- I. Players shall again be separated by Supported Platform for the Club Playoffs. The format for the Club Playoffs shall be as follows:
  - (i) Players shall enter into separate 16-player single elimination brackets for each Club on each Supported Platform, with the initial fixtures drawn by the Premier League;
  - (ii) The winner on each Supported Platform for each Club shall progress through to the Live Finals.

#### Live Finals

- m. The Live Finals comprises the top Player from each Club on each Supported Platform as decided during the Club Playoff. The format for the Live Final shall be as follows:
  - (i) Players shall be split into four groups of five Clubs (drawn randomly);
  - (ii) The top two Players from each group will qualify for the 8-team single elimination playoff bracket;
  - (iii) From the quarter finals to the final will be a straight knockout format. Once a winner has been decided for each Supported Platform, the winner from each Supported Platform will play each other in a grand final (over two legs with a home and away match on each Supported Console) to find the winner (the "**ePremier League Champion**").

#### **6. PUBLICITY**

- a. Players participating in the Club Playoff (and those that go on to participate in the Live Finals) will be required to participate in publicity and media activity related to the ePremier League 2018-2019.
- b. The Club Playoff and Live Finals will be filmed and broadcast and each Player acknowledges that the Premier League shall be entitled to use any such footage at its discretion.
- c. Each Player consents (or where under 18, their parent or guardian consents) to the use by the Premier League and its licensees for an unlimited time, of their name, voice, image, slogan, likeness, biography, statistics and performance in the ePremier League 2018-2019 and still and moving images of them without additional compensation or prior notice by entering the ePremier League 2018-2019.

- d. The Premier League reserves the right to request details of any Players' social media handles (including but not limited to Twitch, Facebook, Twitter, Instagram and YouTube). The conduct provisions of the Official Gameplay Rules shall apply to any information on Players social media with regard to inappropriate or offensive language, images or behaviour, or behaviour that could bring into disrepute the Premier League, any Club, EA, Gfinity or the ePremier League 2018-2019.
- e. The Premier League reserves all rights to disqualify a Player if the Player's conduct is contrary to the spirit or intention of the ePremier League 2018-2019, or is judged to bring into disrepute the Premier League, EA, Gfinity or any of the Clubs. Such decisions shall be at the sole discretion of the Premier League. Again, further detail is contained in the Official Gameplay Rules.

## **7. COMMERCIAL RIGHTS**

- a. All commercial rights (including without limitation any and all marketing and media rights) relating to the ePremier League 2018-2019 belong to the Premier League.
- b. Players shall not:
  - (i) associate themselves with the ePremier League 2018-2019, a Club or EA in any commercial manner unless permitted by the relevant rightsholder to do so; or
  - (ii) use (nor shall they permit any third parties to use) any intellectual property rights of the ePremier League 2018-2019, the Clubs or EA, without the prior written consent of the relevant rightsholder, which may be granted or withheld in that rightsholder's sole discretion.
- c. Any Player or a Player's sponsor wishing to engage in any promotional or marketing activities with respect to ePremier League 2018-2019, including at any tournament venue, will need prior written consent from the Premier League, which may be granted or withheld at the Premier League's sole discretion.
- d. The recording and dissemination of images or footage from the ePremier League 2018-2019 for commercial purposes by or on behalf of Player is strictly prohibited.

## **8. DATA PROTECTION**

- a. By entering the ePremier League 2018-2019, each Player acknowledges and agrees that any personal data provided by them shall be:
  - (i) processed and used in accordance with the ePremier League 2018-2019 Privacy Policy, which is available at

<https://e.premierleague.com/privacy-policy> and in accordance with relevant data protection legislation including the General Data Protection Regulation ("GDPR") and the Data Protection Act 2018.

- (ii) used by the Premier League and their respective agents and suppliers to administer the ePremier League 2018-2019 and to enable the Premier League to promote it in any media (including, without limitation, television and online broadcast, publishing channels and on the Premier League's and its partners' social media pages).
- b. The Premier League will only share your data in accordance with the ePremier League Privacy Policy and as set out in the Terms and Conditions. The Premier League may also share your personal data if required to do so by a competent authority or court within the United Kingdom.
- c. A Player's personal data may be used for any additional activities that the Player has consented to, for example if a Player has agreed that their personal data can be passed to the Premier League's partners so they can contact the Player.
- d. Each Player confirms and warrants that all personal data provided by them for the above purposes are accurate.
- e. If a Player exercises their right to object to the use of their personal data prior to the end of the ePremier League 2018-2019, that Player's participation may be terminated.

## **9. SAFEGUARDING**

- a. If a Player is under 18 years of age (but above the age of 16), they are welcome to register for the ePremier League 2018-2019, however the consent of their parent or guardian must be obtained.
- b. Please see <https://e.premierleague.com/safeguarding-policy> for the Premier League's safeguarding policies and [https://docs.e.premierleague.com/epremier\\_league-internet\\_safety\\_guidance.pdf](https://docs.e.premierleague.com/epremier_league-internet_safety_guidance.pdf) for guidance about online safety when participating in the ePremier League 2018-2019.
- c. Further guidance around safeguarding will be issued by Clubs to Players who qualify for the Club Playoffs and by the Premier League for Players who qualify for the Live Finals.

## **10. RESPONSIBILITY AND REMEDIES**

- a. The extent of the Premier League's responsibility to each Player has been determined in the context of the following:
  - (i) the ePremier League 2018-2019 is provided to Players free of charge;
  - (ii) Players are responsible for any action they do or do not take as a result of the ePremier League 2018-2019 and the information therein;
  - (iii) Players are responsible for ensuring that their equipment is enabled with appropriate up-to-date virus checking software.
- b. While the Premier League will endeavour to ensure that the ePremier League 2018-2019 is available to Players at all times and that the contents are correct and accurate, it cannot make any legal commitment to Players that this will be the case. However, the Premier League will exercise reasonable skill and care in providing any service to Players.
- c. The Premier League accepts no responsibility for the following as a result of a Player's entry into the ePremier League 2018-2019:
  - (i) any disappointment suffered by Players as a result of entering the ePremier League 2018-2019;
  - (ii) any damage, loss or liability if not foreseeable to the Premier League and a Player when that Player entered the ePremier League 2018-2019 (even if that loss results from the Premier League's failure to comply with these terms or its negligence);
  - (iii) any business loss a Player may suffer, including loss of revenue, profits, or anticipated savings (whether those losses are the direct or indirect result of the Premier League's default);
  - (iv) loss which a Player suffers other than as a result of our failure to comply with these terms or our negligence or breach of statutory duty;
  - (v) any loss which a Player may suffer as a result of or in connection with or arising out of any Prize.
- d. The ePremier League 2018-2019 is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, Twitch or any other social media or digital platform, and Players agree to release each from all responsibility.
- e. Nothing in these terms will limit the Premier League's liability for death or personal injury arising from its negligence or if they deliberately lied to a Player before they entered.
- f. In the event of any breach by a Player of the Terms and Conditions the Premier League reserves the right to:
  - (i) refuse entry to the ePremier League 2018-2019; and/or
  - (ii) disqualify the Player immediately from the ePremier League 2018-2019;

- g. If a Player is barred or disqualified from being registered as a Player, the Player shall not be eligible to participate in the ePremier League 2018-2019 under any other identity or team name. Any such decision by the Premier League shall be final.
- h. Periodically, the leaderboards and any match data are audited for malicious behaviour and cheating. Further information about the standard of behaviour expected by Players is included in the Official Gameplay Rules. Any Player may be disqualified immediately from the ePremier League 2018-2019 and at the discretion of the Premier League or its designees, for any reason, including for any failure to comply with the Terms and Conditions, which may include but is not limited to:
  - (i) using any cheats, hacks or other third party "helper" applications in playing games;
  - (ii) intentionally disconnecting from the Internet during any game;
  - (iii) colluding with other Players in playing games;
  - (iv) taking advantage of known exploits in the game (it is the responsibility of players to understand and avoid all current illegal exploits);
  - (v) selectively attempting to match up against the same opponent repeatedly; or
  - (vi) Abusive or disorderly behaviour, including any use of harassing, negative, or profane language online, or any behaviour that may bring the Premier League, and Club, EA or Gfinity into disrepute (such decision to be made at the discretion of the Premier League).

## **11. GOVERNING LAW AND LOCATION**

- a. The ePremier League 2018-2019 is operated by the Premier League in the UK under English law and any legal disputes are subject to the non-exclusive jurisdiction of the English courts.

## **12. GENERAL**

- a. In the event of a discrepancy between these Terms and Conditions and the details in any promotional material, these Terms and Conditions shall prevail.
- b. If any provision of these Terms and Conditions (or any part thereof) is held to be invalid or unenforceable, all remaining provisions (or any part thereof) will remain in full force and effect.
- c. The Premier League reserves the right to hold void, suspend, cancel, or amend the ePremier League 2018-2019 and the Terms and Conditions where it becomes necessary to do so.

- d. For the avoidance of doubt, if there is any reason to believe that there has been a breach of these terms and conditions, the Premier League may, at its sole discretion, reserve the right to exclude a Player from participating in the ePremier League 2018-2019.

### **13. ENQUIRIES**

Please contact the Premier League's ePremier League team at [ePLinfo@premierleague.com](mailto:ePLinfo@premierleague.com) .