

# TERMS AND CONDITIONS FOR

## THE FIFA INTERACTIVE WORLD CUP 2012 ("FIWC12")

The FIWC12 is an event organised under the auspices of the Fédération Internationale de Football Association (FIFA) ("**FIFA**") FIFA-Strasse 20 P.O. Box 8044 Zurich Switzerland, in association with Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City, CA 94065, United States of America ("**EA**") and Sony Computer Entertainment Inc, 2-6-21 Minami Aoyama, Minato-ku, Tokyo, 107-0062, Japan ("**PS**").

These Terms and Conditions govern participation in the FIWC12 including the Live Qualifier Tournaments, the FIWC12 Online Tournament and the FIWC12 Grand Final. By entering the FIWC12, all applicants and players accept and agree to abide by these Terms and Conditions.

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

### 1 **Participation in the FIWC12 and FIWC12 Structure**

The FIWC12 is a video game tournament where competitors (all applicants and competitors in the FIWC 2012 hereafter "**Players**") will play against each other using the EA SPORTSTM FIFA 12 electronic football game, and PlayStation®3 game consoles ("**PS3**"), in a skill-based competition.

- 1.1 Members of the public may participate in the FIWC12 in the following ways (in each case FIFA reserves the right to alter the format and requirements for participation in FIWC12):

#### **1.1.1 LIVE QUALIFIER TOURNAMENTS**

A number of live preliminary tournaments (each known as a "**Live Qualifier Tournament**") may be held at locations around the world. Only Players holding a passport of or resident in a nation within the FIFA Confederation where the Live Qualifier Tournament is being held may participate in such Live Qualifier Tournament. FIFA reserves the right to disqualify Players who contravene this requirement. Players may be required to satisfy any qualifying criteria put in place by FIFA before they may participate in a Live Qualifier Tournament. The (one) winner from each Live Qualifier Tournament will qualify for the FIWC 12 Grand Final as described herein.

FIFA shall inform Players about the details regarding Live Qualifier Tournaments (if any) by way of the official FIWC12 pages on the FIFA website, [www.FIFA.com/FIWC](http://www.FIFA.com/FIWC), via local media, or via EA and/or PS. All details and rules for each Live Qualifier Tournament will also be available on site at those events. These Terms and Conditions shall apply to such Live Qualifier Tournaments, unless specifically stated otherwise.

There is a limit of one (1) entry per person per Live Qualifier Tournament. A winner of a Live Qualifier Tournament is not eligible to compete in another Live Qualifier Tournament.

and

#### **1.1.2 FIWC12 ONLINE TOURNAMENT**

By means of an FIWC12 online tournament played on PLAYSTATION®Network (the "**FIWC12 Online Tournament**") as described more fully at [www.FIFA.com/FIWC](http://www.FIFA.com/FIWC) and on the PLAYSTATION®Network. Players can register "in-game" in EA SPORTSTM FIFA 12 to compete in the FIWC12 Online Tournament.

The FIWC12 Online Tournament may be broken into separate seasons. The timings and further details of such seasons will be communicated by way of the official FIWC12 pages on the FIFA website, [www.FIFA.com/FIWC](http://www.FIFA.com/FIWC), via local media, or via EA and/or PS.

### **1.2 FIWC12 Grand Final**

- 1.2.1 The winners of each Live Qualifier Tournament and the winners of the FIWC12 Online Tournaments will then come together for a single event ("**the FIWC12 Grand Final**") to determine the ultimate FIWC12 winner, who shall become the "FIFA Interactive World Player 2012".
- 1.2.2 FIFA reserves the right to nominate, or to allow EA and/or PS to nominate a certain number of Players to enter a Live Qualifier Tournament, or the FIWC12 Grand Final in addition to applicants who have entered in the manner described above either by way of feeder tournaments or otherwise.

- 1.2.3 The FIWC12 Grand Final location and date will also be communicated by way of the official FIWC12 pages on the FIFA website, [www.FIFA.com/FIWC](http://www.FIFA.com/FIWC) via local media, or via EA and/or PS.
- 1.2.4 The precise format of the FIWC12 Grand Final shall be communicated to the participating Players following completion of the final line-up for the Grand Final.
- 1.2.5 FIFA reserves the right to provide a substitute in the event that the winner of a Live Qualifier Tournament or the FIWC12 Online Tournament is unable to take part in the FIWC12 Grand Final.
- 1.2.6 Any Player reaching the FIWC12 Grand Final who is a Minor must be accompanied by at least one adult (parent or legal guardian) 18 years of age or older.

### **1.3 Prizes and Expenses concerning the FIWC Grand Final**

- 1.3.1 FIFA and/or PS and/or EA shall cover certain travel and accommodation costs of each Player in the FIWC12 Grand Final so that they may attend the FIWC12 Grand Final. Specifically, this shall cover, in respect of each FIWC12 Grand Final participant:
  - (i) Economy class return airfare from the major airport nearest to the residence of the finalist to the FIWC12 Grand Final city;
  - (ii) Two nights' accommodation in a shared twin room at a hotel of FIFA's choosing in the FIWC12 Grand Final city; and
  - (iii) Airport taxes relating to the above flights.
- 1.3.2 FIFA reserves the right to hold a finalist responsible for the costs of the above in the event that such finalist takes the flight to the FIWC12 Grand Final but, without good reason, fails to attend the FIWC12 Grand Final and/or its award ceremonies or such finalist does not hold a valid passport or documents for travel and does not inform FIFA within a reasonable time of the same.
- 1.3.3 Finalists are responsible for securing their own Visa's to attend the FIWC12 Grand Final.
- 1.3.4 The winner of the FIWC12 shall be awarded a trophy and prize money of US\$20,000 (twenty thousand United States Dollars).
- 1.3.5 All prizes are non-transferable or exchangeable and no cash alternatives will be offered. FIFA reserves the right to withdraw any prize at any time at its sole discretion.
- 1.3.6 Where a Player in the FIWC12 Grand Final is a Minor, FIFA may at its absolute discretion (but without any obligation to do so) cover those travel and accommodation costs listed under 1.3.1 (i- iii) above for the legal guardian of such Minor, so that such legal guardian may also attend the FIWC12 Grand Final.

## **2 FIWC12 GAME RULES**

All rules are subject to change, and changes may be posted without notice. The format of the FIWC12 may also be changed without notice. It is each Player's responsibility to know and understand the rules as they exist the day of the tournament/play.

### **2.1 FIWC12 Live Events (Live Qualifier Tournament and FIWC Grand Final) Rules**

- 2.1.1 Game-play Settings
  - Difficulty Level: World Class
  - Half Length: 5 minutes, 6 minutes for quarter-finals, semi-finals and finals
  - Injuries: On
  - Offsides: On
  - Time/Score display: On
  - Camera: Tele
  - Radar: 2D or 3D
  - Home Auto Switching: User Settings
  - Away Auto Switching: User Settings
  - Volume Settings: Default
  - Extra Time: extra time of two one (1) minute halves will be played in the event of a draw after regulation. Penalties will decide the winner if after extra time the scores are level.

- Custom formations are not permitted. Custom tactics and set pieces are available, however EA can decide to turn them off at any point in case we identify exploits.

#### 2.1.2 General Rules

- All games are played on the EA SPORTS FIFA 12 and a PS3 or approved Demo versions of the same game.
- No coaching allowed (for example, people in the audience may not advise a Player while playing).
- No memory cards or saved games are permitted.
- Players are prohibited from wearing headsets and may not listen to any music during FIWC12 Tournaments.
- Controllers are supplied by FIFA. It is the responsibility of all Players to be familiar with the controller's functions and mode of operation. If a controller is defective, a Player can pause the game and notify the referee. The referee will determine the controller status in making such a decision. If a Player plays with a defective controller, all results are nevertheless valid.
- Game played will be 'KICK OFF'.
- Any regular season teams, as installed with the original game, can be selected. Both Players can select the same team.
- Players may not select any fictional All-Star teams (e.g Classic 11).
- Unnecessary pauses or delays are prohibited.
- Any action designed to disrupt the opposing Player's view of the field or ability to select controlled players is prohibited.
- Each game will begin play at its designated time, and as designated on site at the tournament.
- Players not present at the designated start time for any match will be disqualified, and their opponent shall be granted a 2-0 score. Players are encouraged to be in the designated play area 15-minutes prior to game time.
- Players will be shown their designated station, shall set up the game and immediately begin play. Each Player will have 2 minutes to configure controls, line-ups and settings in accordance with the rules described above under "Game-play settings". Custom packages cannot be used, nor can anything else that is not available in the in-game pause menu.
- Players shall be responsible for keeping track of game situation so if a game is interrupted, the situation can be restored. In all situations possible, tournament referees will monitor the game situation so that it may be restored in the event of game interruptions.
- Players shall raise their hands at the end of the game so a referee can record their score. Only scores reported to the referee are official.
- No replays or game interruptions, except for designated pauses to report scores (if any), will be allowed.

#### Game Interruptions

- If a game is interrupted intentionally by any Player, that Player will immediately be disqualified.
- If a game interruption is caused by outside circumstances such as a machine error or loss of power, the game shall be continued from the point of interruption.
- Notwithstanding the above, a Player can pause the game to change strategy and/or formation in the event that i) a player of his team is sent off ii) a player of his team is injured.

#### Referees

- Referees will be on site to monitor all game play. Referees will begin play, and will record scores for each game.
- Referees will be identified by a special ID tag.
- The decision of a referee is final and binding.

#### Dress Code

- Players must wear attire appropriate to the circumstances and location at which an event is taking place. This includes the award ceremony following the FIWC12 Grand Final, at which the winner must wear formal attire.
- Players shall not wear, carry or bear any items of a **commercial, religious** or **political** nature, or which in FIFA's opinion reflect unfavourably upon the FIWC12, FIFA, any FIFA event, EA or PS nor carry out any promotional activity in connection with the FIWC12 unless otherwise approved in writing by FIFA.
- FIFA reserves the right to require Players to wear a uniform (as provided by FIFA) at a given FIWC12 live event, and all Players shall upon request wear such uniform at such FIWC12 live event.

#### Drugs and Alcohol

- Use of alcohol or drugs is prohibited on the premises of, or during the attendance of, live events or tournaments, for the duration of the competitive tournament.
- Players must not be under the influence of drugs or alcohol while participating.
- Smoking is prohibited except in designated areas.
- Any player who appears to violate the above terms under this clause may be sanctioned.

### **2.2 FIWC12 Online Tournament Rules**

#### **2.2.1 Game-play Settings**

- All games will be played as a Ranked Match
- Half Length: 5 minutes
- Injuries: On
- Offsides: On
- Bookings: On
- Subs on bench: 7
- Stadium: FIWC12 Stadium
- Condition: Dusk
- Ball: Adidas Speedcell
- Time/Score display: On
- Camera: Tele
- Volume Settings: Default

### **2.3 General Provisions relating to Conduct for the FIWC12 (FIWC12 Online Tournament, Live Qualifier Tournament and FIWC12 Grand Final)**

- Players must conduct themselves in a reasonable manner, maintaining a friendly and polite demeanour to spectators, members of the press, tournament or league officials, and to other Players.
- Players will refrain from using vulgar or offensive language.
- Abusive behaviour, including harassment and threats is prohibited.
- Physical abuse, fighting or any threatening action or threatening language, directed at any Player, spectator, official or any other person is prohibited.
- Abuse to game stations, controllers or any tournament equipment is prohibited.
- Any action that interferes with play of a game, including but not limited to purposely breaking a game station, interfering with power, and abuse of in-game pausing, is prohibited.
- Gambling, including betting on the outcome of games, is prohibited.

#### Video taping

- Video taping/ recording of any images of FIWC12 tournaments, for any purpose including scouting by Players, is prohibited unless permission has been granted by FIFA.

### **2.4 Availability for Awards, Events and Ceremonies**

All Players must be available for any post-tournament awards ceremonies, interviews, the FIWC12 Grand Final and the FIFA World Player Gala (in each case where they are requested to attend). A Player who if

having been invited by FIFA fails to attend such ceremonies shall forfeit the right to any award that may be granted, or the benefit that may accompany such award.

### **3 Commercial Rights**

- 3.1 All commercial rights (including without limitation any and all marketing and media rights) relating to the FIWC12 tournament belong to FIFA.
- 3.2 Players shall not associate themselves with the FIWC12 and/or FIFA in any commercial manner, nor use any intellectual property rights of FIFA (including without limitation the FIFA World Cup trophy), nor shall they permit any third parties to do so, without the prior written consent of FIFA.
- 3.3 Players shall not carry out or facilitate any promotional or marketing activities whatsoever with respect to the FIWC12 including at any FIWC12 tournament venue.
- 3.4 The recording, dissemination or any other exploitation of images of the FIWC12 tournament is strictly prohibited.

### **4 Legal Provisions**

- 4.1 Violation of any part of these Terms and Conditions will, at FIFA's election, result in (a) sanction(s) and/or loss of winner status. All Players must follow FIFA's directions. All decisions and rulings of FIFA are final and binding. FIFA reserves the right to sanction any Player in competition at any level, any time for any reason. The sanctions are as follows:
  - i) warning;
  - ii) reprimand;
  - iii) fine;
  - iv) return of an award;
  - v) caution;
  - vi) disqualification.
- 4.2 By entering the FIWC12 each Player:
  - 4.2.1 assumes sole liability for injuries, including personal injuries and/or damage to property, caused or claimed to be caused by participating in any tournament or the acceptance, shipping and handling, loss or use of any award; and
  - 4.2.2 consents to the use by FIFA of his or her name, likeness and/or still or moving image on FIFA's website and in any and all publicity and advertising for FIFA, EA, PS, the FIWC12 or other promotions by FIFA without any further attribution, additional notification or compensation, except where prohibited by law.
- 4.3 Personal Data
  - 4.3.1 In order to take part in the FIWC, the Player needs to provide FIFA with personal data (name, address, age, email address, nationality).
  - 4.3.2 Players acknowledge and agree that the personal data provided to FIFA pursuant to these Terms and Conditions will be used, processed and stored for purposes relating to the proper organisation of the FIWC.
  - 4.3.3 In addition, the Player acknowledges and agrees to FIFA's use of the personal data in accordance with the Swiss Federal Act on Data Protection, as well as disclosure of Players' personal data to FIFA's affiliates, employees, agents, representatives and third party organisations worldwide for the purpose of proper organisation of the FIWC. Player further acknowledges and agrees to FIFA's use of the personal data if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary to comply with legal process, enforce these Terms and Conditions, respond to claims that any content violates the rights of third-parties, or protect the rights, property, or personal safety of other users or the public.
  - 4.3.4 In case you have any questions concerning the Data Protection clause, please do not hesitate to contact us at: FIFA, FIFA-Strasse 20, P.O. Box 8044 Zurich, Switzerland.
- 4.4 By participating in the FIWC12 each Player acknowledges and agrees that neither FIFA, EA, nor PS and their respective affiliates, subsidiaries, parents, representatives, advertising, promotion and publicity agencies are (to fullest extent permissible by applicable law) in any way responsible or liable for any damages, loss or injury including without limitation any such damage, loss or injury which results from:

- 4.4.1 lost, incomplete, incorrect, damaged, delayed or mis-directed applications;
  - 4.4.2 a Player's participation in the FIWC12 or the acceptance, shipping, handling, loss or use of any award or any portion of any award made in relation to the FIWC12;
  - 4.4.3 technical, hardware or software malfunctions, lost or unavailable network connections or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic or other communications.
- 4.5 Players of any age may participate in the FIWC12, unless specified otherwise in relation to the FIWC12 Online Tournament on the PLAYSTATION®Network Terms & Conditions. In the event that a Player is under the age of 18 (or the relevant age of consent in the relevant territory) (a "Minor") his/her parent or legal guardian must accept these Terms and Conditions on his/her behalf. All Players wishing to participate in a Live Qualifier Tournament or the FIWC Grand Final must provide FIFA with a signed copy of these Terms and Conditions as directed by FIFA (also signed by such person's parent or legal guardian where the participant is a Minor).
- 4.6 Employees of Electronic Arts, Sony PlayStation or FIFA and their respective affiliates, subsidiaries, parents, representatives, advertising, promotion and publicity agencies and the immediate families of each are not eligible to participate in the FIWC12.
- 4.7 The Players acknowledge that giving and taking bribes can lead to criminal proceedings in accordance with art. 4a of the Swiss Federal Law on Unfair Competition (art. 102 of the Swiss Criminal Code). In this context, FIFA is entitled to solicit information.
- 4.8 These Terms & 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 this Agreement, 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, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of three (3) arbitrators under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce. 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

**Please indicate your acceptance of these Terms and Conditions for FIWC12 by signing a copy of these terms & conditions.**

**Agreed and accepted on ...../...../2011/12**

**Signed**

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**Name (printed)**

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**Email address:**

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**Date of Birth:**

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**Where Player is a Minor please also complete below:**

**Name of Parent/Legal Guardian (printed)**

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**Signed**

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