

1. PROMOTER AND TERMS OF ENTRY

- 1.1 The promoter and operator of the ePremier League 2020/21 (the “**Competition**”) is **THE FOOTBALL ASSOCIATION PREMIER LEAGUE LIMITED**, a company incorporated and registered in England (company number 02719699) which has its registered office at Brunel Building, 57 North Wharf Road, London W2 1HQ (“**Premier League**”).
- 1.2 The Competition is a video game competition conducted on the FIFA 21 video game published by EA SPORTS on the Xbox One and PlayStation 4 consoles (each a “**Platform**”). Until the final match of the Live Finals (defined at paragraph 4.1.3 below) the Premier League will run separate competitions for each Platform. Gfinity PLC (“Gfinity”) shall assist the Premier League in the delivery, operation and execution of the Competition.
- 1.3 By entering the Competition, you (a “**Player**”) acknowledge, accept and agree to comply with the following terms and conditions (together the “**Terms and Conditions**”):
 - 1.3.1 these terms and conditions, which set out the non-sporting rules of the Competition;
 - 1.3.2 the ePremier League Rules of the Competition, which can be found at <https://e.premierleague.com/competition-rules> and any updated or supplemental rules issued in accordance with its provisions (the “**Rules**”);
 - 1.3.3 the ePremier League Code of Conduct which can be found here: https://e.premierleague.com/code_of_conduct (the “**Code**”);
 - 1.3.4 the Privacy Policy which can be found here: <https://e.premierleague.com/privacy-policy> (the “**Privacy Policy**”);
 - 1.3.5 the Safeguarding Guidance which can be found here: www.premierleague.com/epl/internet_safety_guidelines; and
 - 1.3.6 the terms of use in relation to the use of the Premier League’s website which can be found here: www.premierleague.com (the “**Website**”).
- 1.4 By competing in the Competition, each Player (or where a Player is under 18, the parent or guardian acting on behalf of that Player) acknowledges and agrees:
 - 1.4.1 to the Terms and Conditions;
 - 1.4.2 that parts of the Competition will be filmed and that the Premier League and its licensees will be entitled to use and exploit footage of the Competition;

- 1.4.3 to participate in publicity and media activities relating to the Competition; and
- 1.4.4 to the Premier League and its licensees using the Player's image (including, but not limited to, the Player's name, voice, image, slogan, likeness, biography, statistics and performance in the Competition and still and moving images of the Player) and each Player 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 Competition (together with all goodwill associated therewith) and further waives any so-called "moral rights" in any such participation.

2. ELIGIBILITY, HOW TO ENTER AND ENTRIES

- 2.1 The Competition is open to Players who are at least 16 years old on 03 December 2020 and who meet all of the following eligibility criteria:
 - 2.1.1 own or have access to FIFA 21 on a Platform;
 - 2.1.2 have a valid Gamertag or PSN ID;
 - 2.1.3 have a valid Competition account for every stage of the Competition;
 - 2.1.4 are a UK resident (proof of residency may be requested by the Premier League or a relevant Premier League member club (each a "Club" or together the "Clubs") at any stage, with the sufficiency of any such documentation to be determined by the Premier League in its sole discretion);
 - 2.1.5 are not signed to or otherwise engaged by any esports organisation that is partnered with or otherwise affiliated to a football club that is not a Club;
 - 2.1.6 do not appear on any list of banned persons or similar of the Premier League, any Club and/or EA.
- 2.2 To enter the Competition, Players must register online on the Website <https://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, each Player will be asked to provide data, such as a chosen Club to represent and their Xbox Gamertag or PSN ID (which shall be displayed on a leaderboard which shows the standing of Players in the Competition (the "**Leaderboard**")). The Competition account name and chosen Club will be locked for the duration of the Competition unless a change is required by the Premier League.

- 2.3 Registration to enter to Competition will open at 17:00 on 03 December 2020 and close at 23:00 on 15 January 2021 (or such alternative dates as determined by the Premier League at its absolute discretion). Each Player must register with their valid Xbox Live profile or PSN account (as applicable).
- 2.4 Certain competitors comprising:
- 2.4.1 professional esports players representing certain of the respective Clubs to which they are signed (each a **“Professional Player”** and together the **“Professional Players”**);
 - 2.4.2 competitors entering the Competition in their capacity as professional footballers representing the Club that they are registered with and play for in the Premier League (**“First Team Players”**);
 - 2.4.3 competitors from the 2019/20 season live finals (**“2019/20 Finalists”**), shall, where selected by the relevant Club (at its discretion), be permitted to enter the Competition at the Club Playoff round (see further details below at paragraph 4.6).
- 2.5 For the avoidance of doubt, each of the 2019/20 Finalists, the First Team Players and/or Professional Players shall each be deemed a **“Player”** for the purposes of these Terms and Conditions but shall not be required to register within the timeframe set out in paragraph 2.3 above. The First Team Players, Professional Players and/or the 2019/20 Finalists (as the case may be) will be provided with details as to their applicable registration requirements but, for the avoidance of doubt, each shall be required to register on the Website <https://e.premierleague.com> and agree to the Terms and Conditions (as detailed at paragraph 1.3) to participate in the Competition.
- 2.6 Each Player is responsible for any expenses which may be incurred by them as a result of entering and/or participating in the Competition, however a Player (and if a Player is under 18, a parent or guardian of that Player) that qualifies for the Live Finals (as defined at paragraph 4 below) will have reasonable travel and accommodation costs for the Live Finals covered by the Club they have qualified to represent, subject to all such reasonable travel and accommodation being approved by the Club 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 (as the case may be), and the Player may be asked to account for any such incidental charges by providing the applicable hotel with a credit card. Hotel and travel cannot be used separately. Travel and accommodation are subject to availability and certain restrictions. Any extra night’s 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.

2.7 For the avoidance of any doubt, the Premier League shall not be responsible for:

2.7.1 any actions taken using a Player's password in respect of their Competition account (and the Player is responsible for the safety and security of his/her password);

2.7.2 any entries which are delayed in transit, regardless of cause, including, without limitation, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or

2.7.3 lost, late, incomplete, damaged, stolen, invalid, unintelligible or misdirected entries, which will be disqualified,

in each case unless directly attributable to an act or omission of the Premier League or Gfinity (or, in each case, their employees, agents and/or representatives).

2.8 The Premier League's computer record of the entry will be the official record of entry in respect of the Competition. 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 Competition (and this will be used to match the registration of the device/console on the Website).

2.9 As stated above, Players aged 16 or over may enter the Competition, 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 Live Finals and 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 Competition. To attend the Live Finals, Players under 18 must be accompanied by a parent or guardian.

2.10 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.

2.11 The Premier League reserves the right to suspend Players that use Xbox Gamertags or PSN IDs which are deemed to be inappropriate or offensive. Depending on the seriousness of the situation (to be determined by the Premier League at its sole discretion), a Player's account may be deleted in its entirety without notice. Any such decision taken 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, this will result in the Player being held in breach of these Terms and Conditions. Further guidance on Player conduct is set out in the Code.

- 2.12 Players who are invited to participate in the Live Finals may be required to confirm their ability to travel, as well as to certify their residency by providing two forms of identification or proof of residency, such as:
- 2.12.1** 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; and/or
 - 2.12.2** Utility Bill: a recent invoice from a utility (energy, telephone, or cable) company with a name and physical address in an eligible country.
- 2.13 For the avoidance of doubt, Professional Players:
- 2.13.1** must be physically located within Europe at the time of participating in the relevant Club Playoffs; and
 - 2.13.2** must physically attend the applicable Live Finals in order to participate.
- 2.14 For the avoidance of doubt, employees of the Premier League, its Clubs, EA, Gfinity, and the immediate family members or persons living in the same household of such employees are not eligible to participate in the Competition. The foregoing shall not apply to First Team Players or Professional Players(as the case may be).

3. PRIZES

- 3.1 The Premier League intends (but does not undertake) to award the following discretionary prizes in respect of the Competition:
- 3.1.1** £20,000 (twenty thousand pounds sterling) to the ePremier League Champion;
 - 3.1.2** £10,000 (ten thousand pounds sterling) to the Competition runner-up;
 - 3.1.3** £5,000 (five thousand pounds sterling) to the PS4 Platform runner-up;
 - 3.1.4** £5,000 (five thousand pounds sterling) to the Xbox Platform runner-up,
- (the "**Prizes**").
- 3.2 Such Prizes (and such other prizes as the Premier League may award) will be available at the absolute discretion of the Premier League and in accordance with any 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.

3.3 Prizes are not transferable and are non-exchangeable. No cash alternative will be offered in any circumstances in respect of any non-cash prizes awarded.

3.4 The Premier League intends (but does not undertake) to award:

3.4.1 the ePremier League Champion:

- (i) a direct seat in the EA SPORTS FIFA 21 European Playoffs (subject to paragraph 3.5 below); and
- (ii) the Competition trophy,

3.4.2 subject to paragraph 3.5 below:

- (i) each of the PS4 Platform runner-up and the Xbox Platform runner-up, a direct seat in the EA SPORTS FIFA 21 European Playoffs;
- (ii) each of the PS4 Platform third-place finisher and the Xbox Platform third-place finisher, a direct seat in the EA SPORTS FIFA 21 European Playoff Playins,

(paragraphs 3.4.1(i) and 3.4.2 being the "Qualification Seats").

3.5 Only Players that register on futchampions.com between 09:00am Pacific Daylight Time (PDT) 9 October 2020 and 23:59 PDT 31 December 2020 and win 27 EA SPORTS FIFA Weekend League matches by 31 December 2020 and are therefore deemed FUT Champions Verified by EA SPORTS will be eligible to be awarded the applicable Qualification Seat. Further information on FUT Champions Verification is available at <https://eaevents.ea.com/fgs-21> however Players that are not FUT Champions Verified are still eligible to compete in the Competition and be crowned ePremier League Champion.

4. STAGES AND QUALIFICATION

4.1 The Competition consists of:

4.1.1 a public online qualification round ("**Online Qualification**") to take place between 09:00 on Monday 4 January 2021 and 23:00 on Sunday 31 January 2021 (or such period as the Premier League may determine in its absolute discretion);

4.1.2 an online Club playoff event for each Club to take place between Monday 15 February 2021 and Wednesday 3 March 2021 (each being a "Club Playoff" (the details of which being set out at paragraph **Error! Reference source not found.**)); and

4.1.3 a live finals event, to take place at the Gfinity eSports Arena in London, United Kingdom between 25 March and 28 March 2021 (or such other date and venue to be determined by the Premier League at its sole discretion) (“**Live Finals**”). For the avoidance of doubt, the Premier League reserves the right to change the Live Finals to an online event where it is not possible to hold the Live Finals as a result of Covid-19 restrictions.

4.2 Players that qualify through Online Qualification will be notified via email (using the email address provided during registration) sent within ten 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 and amend accordingly.

4.3 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):

4.3.1 has not confirmed to the Premier League that they will be participating in a Club Playoff or Live Finals and demonstrated that they are willing and able to participate in the relevant Club Playoff or Live Finals (for example, by providing documents demonstrating the right to travel to the relevant location); or

4.3.2 does not in fact participate in the Club Playoff or Live Finals at the time and place specified (as the case may be),

the Premier League will replace (where possible) such Player with another Player to proceed in the Competition. 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.

4.4 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 participate in the relevant Club Playoff or attend the Live Finals (as applicable), or does not in fact participate in the Club Playoff or attend the Live Finals under paragraph 4.3 above.

4.5 The total number of Players who can qualify for the Club Playoffs per Platform for each Club are as follows:

Club	Xbox	PlayStation
Arsenal FC	8	8

Aston Villa FC	7	7
Brighton and Hove Albion FC	6	7
Burnley FC	7	8
Chelsea FC	8	8
Crystal Palace FC	8	8
Everton FC	7	7
Fulham FC	8	8
Leeds United FC	6	6
Leicester City FC	8	8
Liverpool FC	7	7
Manchester City FC	7	7
Manchester United FC	8	8
Newcastle United FC	7	7
Sheffield United FC	7	7
Southampton FC	7	8
Tottenham Hotspur FC	8	8
West Bromwich Albion FC	8	8
West Ham United FC	6	7
Wolverhampton Wanderers FC	8	7

- 4.6 Where the above table indicates there are less than eight qualifying places available on a Platform, the remaining qualifying positions will be filled by either First Team Players, Professional Players and/or 2019/20 Finalists (as determined by the relevant Club at its discretion), who will automatically qualify for their respective Club's Club Playoff.
- 4.7 Full details of each stage of the Competition can be found in the Rules.
- 4.8 Without prejudice to the disputes procedures set out in the Rules, the decision of the Premier League and its nominees regarding any aspect of the Competition 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 Competition if they are deemed to have breached these Terms and Conditions.
- 4.9 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>.
- 4.10 The Premier League reserves the right at any time to modify or discontinue, temporarily or permanently, the Competition with or without prior notice for reasons outside its reasonable control or to maintain the integrity of the Competition, or maintain compliance with applicable laws.

- 4.11 The Premier League shall not be liable for any failure to comply with its obligations relating to the Competition where the failure is caused by something outside its reasonable control and was not foreseeable to the Premier League when the Player entered the Competition. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, war, hostilities, epidemic or pandemic, political unrest, riots, civil commotion, inevitable accidents or supervening legislation.

5. PUBLICITY

- 5.1 Players participating in the Live Finals will be required to participate in publicity and media activity related to the Competition and/or the promotion of the following year's competition (as the case may be).
- 5.2 The Live Finals will be filmed, and broadcast and each Player acknowledges that the Premier League, its broadcasters and the relevant Club shall be entitled to use any such footage at its discretion.
- 5.3 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 Competition and still and moving images of them without additional compensation or prior notice by entering the Competition.
- 5.4 The Premier League reserves the right to request details of any Player's social media handles (including but not limited to Twitch, Facebook, Twitter, Instagram and YouTube). The conduct provisions of the Code 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 Competition.
- 5.5 The Premier League reserves all rights to disqualify a Player if the Player's conduct is contrary to the spirit or intention of the Competition 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 Code.

6. COMMERCIAL RIGHTS

- 6.1 All commercial rights (including without limitation any and all marketing and media rights) relating to the Competition belong to the Premier League.
- 6.2 Players shall not:
- 6.2.1** associate themselves with the Competition, a Club, Gfinity or EA in any commercial manner unless permitted by the relevant rightsholder to do so; or

- 6.2.2** use (nor shall they permit any third parties to use) any intellectual property rights of the Competition, the Clubs, Gfinity or EA, without the prior written consent of the relevant rightsholder, which may be granted or withheld in that rightsholder's sole discretion.
- 6.3 Any Player wishing to engage in any promotional or marketing activities with respect to Competition, including at the Live Finals, will need prior written consent from the Premier League, which may be granted or withheld at the Premier League's sole discretion.
- 6.4 The recording and dissemination of images or footage from the Competition for commercial purposes by or on behalf of Player is strictly prohibited.

7. DATA PROTECTION

- 7.1 By entering the Competition, each Player acknowledges and agrees that any personal data provided by them shall be:
 - 7.1.1** processed and used in accordance with the Privacy Policy, which is available at www.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.
 - 7.1.2** used by the Premier League and their respective agents and suppliers to administer, manage and execute the Competition 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).
- 7.2 The Premier League will only share your data in accordance with the Privacy Policy and as set out in these Terms and Conditions. The Premier League may also share your personal data if legally required to do so by a competent authority or court within the United Kingdom.
- 7.3 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 or its Club(s) so they can contact the Player (for example, the relevant Club that a Player has selected when registering for the Competition).
- 7.4 Each Player confirms and warrants that all personal data provided by them for the above purposes are accurate.
- 7.5 If a Player exercises their right to object to the use of their personal data prior to the end of the Competition, that Player's participation may be terminated.

8. SAFEGUARDING

Please see www.premierleague.com/safeguarding for the Premier League's safeguarding policies and www.premierleague.com/epl/internet_safety_guidelines for guidance about online safety when participating in the Competition.

9. RESPONSIBILITY AND REMEDIES

- 9.1 The extent of the Premier League's responsibility to each Player has been determined in the context of the following:
 - 9.1.1** the Competition is provided to Players free of charge;
 - 9.1.2** Players are responsible for any action they do or do not take as a result of the Competition and the information therein; and
 - 9.1.3** Players are responsible for ensuring that their equipment is enabled with appropriate up-to-date virus checking software.
- 9.2 While the Premier League will endeavour to ensure that the Competition 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 the Competition (and any associated services) to Players.
- 9.3 The Premier League accepts no responsibility for the following as a result of a Player's entry into the Competition:
 - 9.3.1** any disappointment suffered by Players as a result of entering the Competition;
 - 9.3.2** any damage, loss or liability if not foreseeable to the Premier League and a Player when that Player entered the Competition (even if that loss results from the Premier League's failure to comply with these terms or its negligence);
 - 9.3.3** 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);
 - 9.3.4** 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; and/or
 - 9.3.5** any loss which a Player may suffer as a result of or in connection with or arising out of any Prize.
- 9.4 The Competition 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.

- 9.5 Nothing in these Terms and Conditions 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.
- 9.6 In the event of any breach by a Player of these Terms and Conditions, the Premier League reserves the right to:
- 9.6.1** refuse entry to the Competition; and/or
 - 9.6.2** disqualify the Player immediately from the Competition.
- 9.7 If a Player is barred or disqualified from being registered as a Player, the Player shall not be eligible to participate in the Competition under any other identity. Any such decision by the Premier League shall be final.
- 9.8 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 Code. Any Player may be disqualified immediately from the Competition 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:
- 9.8.1** using any cheats, hacks or other third party "helper" applications in playing games;
 - 9.8.2** intentionally disconnecting from the Internet during any game;
 - 9.8.3** colluding with other Players in playing games;
 - 9.8.4** taking advantage of known exploits in the game (it is the responsibility of Players to understand and avoid all current illegal exploits);
 - 9.8.5** selectively attempting to match up against the same opponent repeatedly; and/or
 - 9.8.6** 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 sole discretion of the Premier League).

10. GOVERNING LAW AND LOCATION

The Competition 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.

11. GENERAL

- 11.1 In the event of a discrepancy between these Terms and Conditions and the details in any promotional material, these Terms and Conditions shall prevail.
- 11.2 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.
- 11.3 The Premier League reserves the right to hold void, suspend, cancel, or amend the Competition and the Terms and Conditions where it becomes necessary to do so.
- 11.4 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 Competition.

12. ENQUIRIES

Please contact the Premier League's ePremier League team at: support@e.premierleague.com