

FIWC10T&Cs

TERMS AND CONDITIONS FOR THE FIFA INTERACTIVE WORLD CUP 2010 (“FIWC10”)

The FIWC is an event organised under the auspices of the Fédération Internationale de Football Association (FIFA) (“FIFA”), and is produced in close 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”).

The FIWC10 is comprised of (i) a number of preliminary tournaments (each known as a “Live **Qualifier Tournament**”) at locations around the world where competitors will play against each other using EA SPORTS™ FIFA 10 electronic football game, and PlayStation®3 game consoles, in a skill-based competition format to determine the winners of each Live Qualifier Tournament, and (ii) an FIWC10 Online tournament played on PLAYSTATION®Network (known as the “**FIWC10 Online Tournament**”), as described more fully at www.FIFA.com/FIWC and on the PLAYSTATION®Network. The winners of each Live Qualifier Tournament and the winners of the FIWC10 Online Tournament will then come together for a single event (“**the FIWC10 Grand Final**”) to determine the ultimate FIWC10 winner, who shall become the “FIFA Interactive World Player 2010”.

These Terms and Conditions herein set out the rules which shall govern the FIWC10 Live Qualifier Tournaments, the FIWC10 Online Tournament and the FIWC10 Grand Final. By entering the FIWC10, all applicants and Players accept and agree to abide by these terms and conditions.

1. Qualification

- The FIWC10 is open to members of the public regardless of nationality or country of residence. However places are limited and therefore FIFA has established an application procedure to determine who may participate in the FIWC10 (participants are known as “**Players**”). Members of the public may participate in the FIWC10 by the following means:

(i) *Live Qualifier Tournaments:*

In many territories Live Qualifier Tournaments for the FIWC10 Grand Final shall be staged. Please note that these are not national qualifier events and are open to all members of the public. Players may be required to satisfy any qualifying criteria put in place by FIFA before they may participate in a Live Qualifier Tournament.

FIFA shall inform Players about the details and rules regarding Live Qualifier Tournaments (if any) by way of the official FIWC10 pages on the FIFA website, 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.

The (one) winner from each Live Qualifier Tournament will qualify for the FIWC10 Grand Final as described herein.

OR

(ii) *FIWC10 Online Tournament*

Players can qualify for the FIWC10 Grand Final by registering In-Game in EA SPORTS™ FIFA 10 to compete in the FIWC10 Online Tournament played on PLAYSTATION®Network.

Please ensure that you correctly choose your nationality during registration for the FIFA Interactive World Cup. If you progress to the final and your nationality is different to the one you selected you will be automatically disqualified from the competition

The leaderboards for the FIWC10 Online Tournament will be segregated by Confederation, with players qualifying for the FIWC 10 Grand Final as follows:

- UEFA – The top 8 ranked players
- CONCACAF – The top 5 ranked players
- AFC – The top 3 ranked players
- CONMEBOL – The top 2 ranked players
- CAF – The top 2 ranked player
- OCEANIA – The top 1 ranked player

- 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 FIWC10 Grand Final in addition to applicants who have entered in the manner described above either by way of feeder tournaments or 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.
- Players of any age may participate in the FIWC10, unless specified otherwise in relation to the FIWC10 Online Tournament on the PLAYSTATION®Network Terms & Conditions. Nevertheless,

FIWC10T&Cs

any participant who is a minor, under 18 years of age, must be accompanied during travel by at least one adult (parent or guardian) 18 years of age or older.

- 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.

2 Tournament Schedule

- The Live Qualifier Tournaments schedule will be communicated by way of the official FIWC10 pages on the FIFA website, www.FIFA.com/FIWC, via local media, or via EA and/or PS.
- The FIWC10 Online Tournament will be broken into two separate seasons.
- The first FIWC10 Online Tournament is scheduled to take place from the launch date of EA SPORTS' FIFA 10 (varying between countries from 2nd October to 3rd October) through to the 18th December 2009. The second FIWC10 Online Tournament is scheduled to take place from 4th January 2010 through to the 31st March 2010.
- The FIWC10 Grand Final location and date will also be communicated by way of the official FIWC10 pages on the FIFA website, www.FIFA.com/FIWC via local media, or via EA and/or PS.

3 FIWC10 Grand Final

- The FIWC10 Grand Final will be made up of 32 Players.
- These Players will have qualified for the FIWC10 Grand Final via the following routes:
 - From FIWC10 Live Qualifier Tournaments
 - FIWC10 Online Tournament
- You will be required to present a signed copy of these terms and conditions (including a parental consent form if you are under 18 years of age) at registration.
- The FIWC10 Grand Final shall be played in 8 groups of 4 Players, and each Player in a group shall play the others once, and points shall be awarded for results. The top two Players from each group shall progress to the knock-out stages. Those 16 Players shall then play a head to head, knock-out tournament until we reach two players remaining. Those two Players shall then play the final game of the FIWC10 Grand Final, the winner of which becomes the "FIFA Interactive World Player 2010".
- FIFA reserves the right to provide a substitute in the event that the winner of a Live Qualifier Tournament is unable to take part in the FIWC10 Grand Final. Such substitute shall be the next highest ranked Player from that Live Qualifier Tournament. FIFA may undertake a play-off game in the event that there is more than one Player of the same rank.
- FIFA and/or PS and/or EA shall cover the travel and accommodation costs of each Player in the FIWC10 Grand Final so that they may attend the FIWC10 Grand Final. Specifically, this shall cover, in respect of each FIWC10 Grand Final participant and a guest:
 - (i) Economy class return airfare from the major airport nearest to the residence of the finalist to the Grand Final city;
 - (ii) Two nights' accommodation in a shared twin room at a hotel of FIFA's choosing in the Grand Final city;
 - (iii) The winner of the FIWC10 Grand Final shall also be provided with two (2) return economy class flights from the major airport nearest to the residence of the winner to the location of the FIFA World Player Gala and a further one night's accommodation, as they will be required to attend the award ceremony as described below. FIFA and/or PS and/or EA will be responsible for ensuring that all travel arrangements are co-ordinated for the FIWC10 Grand Final winner; and
 - (iv) Airport taxes relating to the above flights;
- 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 venue of the FIWC10 Grand Final but, without good reason, fails to attend the FIWC10 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.
- Finalists and their guest are responsible for securing their own Visa's to attend the Grand Final.
- The winner of the FIWC10 shall be awarded a trophy at the FIFA World Player Gala, scheduled to take place in January 2011. The winner of the FIWC10 shall be entitled to retain this award and not return it to FIFA.
- The winner of the FIWC10 shall be awarded prize money of US \$20,000. The winner will be responsible for the payment of any and all taxes in respect of the prize money.
- The runner up of the FIWC10 shall be awarded prize money of US \$5,000. The runner up will be responsible for the payment of any and all taxes in respect of the prize money.
- The third place player of the FIWC10 shall be awarded prize money of US \$1,000. The third place player will be responsible for the payment of any and all taxes in respect of the prize money.
- All prizes are non-transferable or exchangeable and no cash alternative will be offered. FIFA reserves the right to withdraw any prize at any time at its sole discretion.

4 General Conduct

FIWC10T&Cs

- 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 if such language can be heard or seen by spectators, other Players or any other person.
- 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.

5 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 FIWC10 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 FIWC10, FIFA, any FIFA event, EA or PS.
- Players are prohibited from wearing headsets and may not listen to any music during FIWC10 Tournaments.
- Dress code violations will result in a warning. If a Player fails to correct the violation, he/she will be disqualified.

6 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.

7 Availability for Awards, Events and Ceremonies

- All Players must be available for post-tournament awards ceremonies, interviews, the FIWC10 Grand Final and the FIFA World Player Gala. A Player who fails to attend such ceremonies shall forfeit the right to any award that may be granted, or the benefit that may accompany such award.

8 Violations

- Violation of any part of these terms and conditions will, at FIFA's election, result in immediate disqualification and/or loss of winner status.

9 Game Interruptions (not relevant for FIWC10 Online Tournament)

- 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.

10 Referees (not relevant for FIWC10 Online Tournament)

- 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.

11 Game Process (not relevant for FIWC10 Online Tournament)

- 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 proceed to the next round of play with 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 below under "In Game Settings". Custom packages cannot be used, nor can anything else that is not available in the in-game pause menu.

FIWC10T&Cs

- 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.
- Players will play their first round at the games' designated start times. Schedules for subsequent rounds will be posted at the tournament.
- 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 must pause the game and notify the referee. The referee will determine the controller status in making such a decision.

12 **Tournament Process**

- The tournament process for each Live Qualifier Tournament will be communicated on-site.
- The process of the FIWC10 Online Tournament shall be as described here www.FIFA.com/FIWC.
- Play schedules will be available at the relevant tournament. Times are subject to change, and announcements will be made at the tournament for any changes.
- All results, draws and fixtures will be advertised during each tournament.
- Players who win as a result of byes, forfeits or disqualifications will be given a 2-0 score for the win. If a game is ended by disqualification in the middle of the game, and the winning Player was ahead more than two (2) goals at the time of disqualification, the game score rather than 2-0 will be the final score.
- Notwithstanding anything contained in these terms and conditions, in the event that Player cannot participate in any tournament or tournament match for whatever reason, FIFA, in its sole discretion, reserves the right to select a substitute Player, modify the tournament structure, or reschedule tournament play.

13 **Video taping**

- Video taping at FIWC10 tournaments, for any purpose including scouting by Players, is prohibited unless permission has been granted by FIFA.

14 **Revisions**

- All rules are subject to change, and changes may be posted without notice.
- It is each Player's responsibility to know and understand the rules as they exist the day of the tournament.
- Changes may be made to rules or tournament format on the day of a tournament if necessary to accommodate any special circumstances.

15 **In-game rules for FIWC10 Events**

- All games are played on the EA SPORTS FIFA 10 on PS platform 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.
- Controllers are supplied by FIFA. If a controller is defective, a Player can pause the game and notify the referee. 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.
- Gameplay
 - 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

FIWC10T&Cs

- 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, tactics and set pieces are available, however EA can decide to turn them off at any point in case we identify exploits.

16. In-game rules for FIWC10 PLAYSTATION®Network Tournaments

All games will be played as a Ranked Match with the following Gameplay settings

- Half Length: 5 minutes
- Injuries: On
- Offsides: On
- Bookings: On
- Subs on bench: 7
- Stadium: FIWC10 Stadium
- Condition: Dusk
- Ball: Adidas Kopanya
- Time/Score display: On
- Camera: Tele
- Volume Settings: Default

17. Legal Conditions

- All Players must follow FIFA's directions. All decisions and rulings of FIFA are final. FIFA reserves the right to disqualify any Player from participation in competition at any level, any time for any reason.
- By entering the FIWC10 each Player:
 - (i) 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.
 - (ii) 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 FIWC10 or other promotions by FIFA without any further attribution, additional notification or compensation, except where prohibited by law.
 - (iii) consents to FIFA using the Player's contact information for the purpose of contacting the Player and/or transferring the Player's contact information to FIFA's commercial partners for the purpose of allowing such partners to contact the Player.
- Neither FIFA, EA, nor PS and their respective affiliates, subsidiaries, parents, representatives, advertising, promotion and publicity agencies are in any way responsible or liable for damages, loss or injury resulting from:
 - (i) lost, incomplete, incorrect, damaged, delayed or mis-directed applications;
 - (ii) a Player's participation in the FIWC10 or the acceptance, shipping, handling, loss or use of any award or any portion of any award made in relation to the FIWC10;
 - (iii) technical, hardware or software malfunctions, lost or unavailable network connections or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic or other communications;
- Players shall not be entitled to associate themselves with the FIWC10 and/or FIFA in any commercial or non-commercial manner, nor use any intellectual property rights of FIFA (including the trophy), nor shall they permit any third parties to do so, without the prior written consent of FIFA.
- 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.
- 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.

FIWC10T&Cs

Please indicate your acceptance of these terms and conditions for FIWC10 by signing a copy of these terms & conditions.

Agreed and accepted on/...../2009/10

Signed

Name (printed)

Email address: