

## The 2022 NHL Gaming World Championship™

### OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. THIS IS A CONTEST OF SKILL. A PURCHASE OR PAYMENT WILL NOT INCREASE CHANCES OF WINNING.** SUBJECT TO ALL APPLICABLE LAWS, REGULATIONS, AND ORDINANCES. VOID OUTSIDE EUROPEAN REGION, AND WHERE PROHIBITED OR RESTRICTED BY LAW IN THE UNITED STATES AND CANADA.

The 2022 NHL Gaming World Championship™ is an esports tournament for players of the EA SPORTS™ NHL® 22 video game using the (i) Xbox One, (ii) Xbox Series X, (iii) PlayStation 4, or (iv) PlayStation 5 consoles (each, a **“Console”**). The 2022 NHL Gaming World Championship will be comprised of two (2) separate tournaments: the first is for Players from the North American Region, and the second is for Players from the European Region (each as defined below). The tournament for Players from the North American Region is **“NHL GWC – North America,”** and the tournament for Players from the European Region is **“NHL GWC – Europe.”** GWC – North America and GWC – Europe are collectively the **“Tournament.”** Each of NHL GWC – North America and NHL GWC – Europe will consist of three (3) rounds (each a **“Round”**), as follows:

#### NHL GWC – North America

- Round 1: An **“Online Open Play”** round consisting of an approximately two (2)-week open-play period;
- Round 2: A **“North American Console Final”** round consisting of four (4) brackets, one for each Console, of sixty-four (64) Players each (collectively, the **“North American Console Final”**) to qualify for the Club Championship. The first round of the North American Console Final will be known as the Online Club Play-in; and
- Round 3: A **“Club Championship”** round consisting of the top two (2) Players from each North American Console Final.

#### NHL GWC – Europe

- Round 1: **“European Qualifiers”** consisting of six (6) brackets of a maximum of thirty-two (32) Players for each Console for each of the individual countries/regions in the European Region identified in Section 6 below (i.e., twenty-four (24) total brackets, one bracket for each Console for each of the designated countries/regions);

An **“Online Open Play”** round consisting of an approximately two (2)-week open-play period;

- Round 2: A **“European Console Final”** round consisting of four (4) brackets, one for each Console, of sixty-four (64) Players each (collectively, the **“European Console Final”**) to qualify for the European Championship; and
- Round 3: A **“European Championship”** round consisting of the top two (2) Players from each European Console Final.

Players will participate in the Online Open Play and the first (4) rounds of the North American Console Final for NHL GWC – North America and Online Open Play and the European Console Final

for NHL GWC – Europe using an existing or newly-created Hockey Ultimate Team (“**HUT**”) mode team (for certainty, a different HUT library must be used for each Console). Players in the European Qualifiers will participate in the “Versus” mode, in all cases subject to the requirements and settings described in Section 5 below and the other terms herein.

The Online Open Play and North American Console Final for NHL GWC – North America are intended to be held remotely. The European Qualifiers, Online Open Play and the European Console Final for NHL GWC – Europe are intended to be held remotely. The European Championship and the Club Championship are intended to be held in-person. Players who qualify for the Semifinal round of the North American Console Final (as further described below), and the European Championship and the Club Championship if not held in-person, are required to record themselves and their Consoles during gameplay and stream and/or transfer the file, as directed by Sponsor’s designee. All in-person events will be recorded live by a production company. The Tournament will be edited for distribution via broadcast and interactive media, as described in Section 14 below.

For NHL GWC – North America, the top thirty-two (32) Players from each Weekly Play Period (as defined below) during Online Open Play for each of the four (4) Consoles (i.e., two hundred fifty-six (256) Players) will continue to play with their existing HUT library for the first four (4) rounds in the North American Console Final and will draft new HUT teams for the final two (2) rounds, as described in Section 6 below.

For NHL GWC – Europe, the winner of each of the European Qualifiers for each of the four (4) Consoles (i.e., twenty (24) Players) will advance to the European Console Final. The European Qualifiers are country-/region-specific satellite tournaments, the winners of which may bypass the Online Open Play for the European Region. Only Players from the designated countries may participate in the applicable European Qualifiers. In addition, the top twenty-six (26) Players from the first Weekly Play Period (as defined below) and the top thirty-two (32) Players from the second Weekly Play Period during Online Open Play for each of the four (4) Consoles (i.e., two hundred thirty-two (232) Players) will advance to the European Console Final. There, Players will continue to play with their existing HUT library in the European Console Final, as described in Section 6 below. All Players from the European Region may participate in the Online Open Play. For certainty, Players who participate, but do not win, the European Qualifiers may also participate in Online Open Play.

The winner and runner-up at each of the North American Console Finals (i.e., eight (8) total Players) will advance to the Club Championship. The winner and runner-up at each of the European Console Finals (i.e., eight (8) total Players) will advance to the European Championship. Players will play in the Club Championship or the European Championship, as applicable, with HUT teams drafted in a HUT Team Draft as described in Section 6 below. The top finisher at the Club Championship will be the champion of NHL GWC - North America. The top finisher at the European Championship will be the champion of NHL GWC – Europe.

The Tournament is sponsored by NHL Enterprises, L.P., NHL Enterprises Canada, L.P., and NHL Enterprises B.V. (together, the “**Sponsor**”), One Manhattan West, 395 Ninth Avenue, New York, NY 10001. All Rounds will be hosted on the servers of Electronic Arts (“**EA**”).

1. **ELIGIBILITY:** In order to participate in the Tournament and be eligible to win a Prize (defined below), participants (each a “**Player**” and collectively, the “**Players**”) at the time of entry and at all times during the Tournament, must:

- (a) have an active Xbox Gold or PlayStation Plus account;
- (b) have an EA account and agree to the EA terms and conditions relating to service, data and privacy ([terms.ea.com](https://www.ea.com/terms), [privacy.ea.com](https://www.ea.com/privacy));
- (c) own or have access to an authorized copy of the NHL 22 video game connected to their valid EA account; and
- (d) be at least sixteen (16) years of age or older.

This Tournament is only open to legal residents physically located in the North American Region and the European Region who meet the criteria set forth above and as follows. Any Player who has not yet reached the age of majority in such Player's state/province/country and is at least the age of sixteen (16) must obtain the permission of their parent/legal guardian in order to enter and play and must be accompanied by their parent/legal guardian in the event of any in-person activities, and if the Player wins a Prize, that Prize will be awarded in the name of such Player's parent/legal guardian.

Employees, officers, directors, representatives and agents of Sponsor, the National Hockey League ("**NHL**"), the NHL member clubs (each an "**NHL Club**" and collectively "**NHL Clubs**"), NHL Interactive CyberEnterprises, LLC (all foregoing entities including Sponsor, collectively, the "**NHL Entities**"), EA, Battlefy Inc., DreamHack Sports Games A/S, any venues in connection with the Tournament, and each of their respective parents, subsidiaries, affiliates, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, website providers, web masters (collectively, the "**Tournament Entities**") and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household (whether related or not) are not eligible to enter or win. Sponsor and/or EA reserve the right to determine and verify the eligibility of Players and Winners (as defined below).

Participation constitutes a Player's full and unconditional agreement to: (i) these Official Rules for the Tournament ("**Official Rules**"); (ii) EA's policies (available at [terms.ea.com](https://www.ea.com/terms), [privacy.ea.com](https://www.ea.com/privacy)); and (iii) Sponsor's decisions regarding, and interpretations of, these Official Rules, which are final and binding in all matters related to the Tournament. In the event of a conflict, the English-language version of these Official Rules will govern. Sponsor's and/or EA's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

2. **REGIONS:** Players must identify their actual country of residence and location at registration, which will determine eligibility for the Tournament. Participation in the Tournament is based on the Player's Region and Players will play against other Players from only that Region (for clarity, solely among residents from the individual countries/regions within the European Region for the European Qualifiers, as more fully described below). The eligible regions (each a "**Region**") are:

**"North American Region"** – the 50 United States and the District of Columbia, and the provinces and territories of Canada

**"European Region"** – deemed to consist of the following countries only: Andorra, Albania, Armenia, Austria, Aland Islands, Azerbaijan, Bosnia and Herzegovina, Belgium, Bulgaria, Belarus, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Faro Islands, France, Germany, Georgia, Guernsey, Gibraltar, Greece, Holy See (Vatican City State), Hungary, Ireland, Isle of Man, Iceland,

Italy, Jersey, Lichtenstein, Lithuania, Luxembourg, Latvia, Monaco, Republic of Moldova, Montenegro, Republic of Macedonia, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Svalbard and Jan Mayen Islands, San Marino, Turkey, and the United Kingdom

Players from outside of these eligible Regions may not participate in the Tournament.

- 3. TOURNAMENT SCHEDULE:** The Tournament begins with Online Open Play for NHL GWC – North America on March 16, 2022. The European Qualifiers begin on March 19, 2022. Online Open Play for NHL GWC – Europe begins on March 30, 2022. The Tournament ends at the close of play of the Club Championship and the European Championship, as applicable, as further described in the Schedule below. All times in the Tournament refer to United States Eastern Time (“ET”) unless otherwise indicated. Sponsor’s computer is the official Tournament clock.

**NHL GWC – North America**

Phase	Start Date	End Date
Round 1 - Online Open Play	1st Weekly Play Period - March 16, 2022  2nd Weekly Play Period - March 23, 2022	1st Weekly Play Period - March 20, 2022  2nd Weekly Play Period - March 27, 2022
Round 2 - North American Console Final	Rounds 1 and 2 (Xbox X and Xbox One) - April 9, 2022  Rounds 1 and 2 (PS4 and PS5) – April 10, 2022  Rounds 3 and 4 (Xbox X and Xbox One) - April 23, 2022  Rounds 3 and 4 (PS4 and PS5) – April 24, 2022  HUT Team Draft – April 30, 2022  Round 5 – Semifinals (Xbox X and Xbox One) – May 14, 2022  Round 5 – Semifinals (PS4 and PS5) – May 21, 2022	Rounds 1 and 2 (Xbox X and Xbox One) - April 9, 2022  Rounds 1 and 2 (PS4 and PS5) – April 10, 2022  Rounds 3 and 4 (Xbox X and Xbox One) - April 23, 2022  Rounds 3 and 4 (PS4 and PS5) – April 24, 2022  HUT Team Draft – May 1, 2022  Round 5 – Semifinals (Xbox X and Xbox One) – May 14, 2022  Round 5 – Semifinals (PS4 and PS5) – May 21, 2022

	Round 6 – Finals (Xbox X) – May 28, 2022  Round 6 – Finals (PS4) – June 11, 2022  Round 6 – Finals (Xbox One) – June 18, 2022  Round 6 – Finals (PS5) – June 25, 2022	Round 6 – Finals (Xbox X) – May 28, 2022  Round 6 – Finals (PS4) – June 11, 2022  Round 6 – Finals (Xbox One) – June 18, 2022  Round 6 – Finals (PS5) – June 25, 2022
Round 3 – Club Championship	July 7, 2022	July 7, 2022

#### NHL GWC – Europe

Phase	Start Date	End Date
Round 1 - European Qualifiers	March 19, 2022	March 27, 2022
Round 1 – Online Open Play	1st Weekly Play Period - March 30, 2022  2nd Weekly Play Period - April 6, 2022	1st Weekly Play Period – April 3, 2022  2nd Weekly Play Period – April 10, 2022
Round 2 - European Console Final	Rounds 1 and 2 (Xbox X and Xbox One) - April 23, 2022  Rounds 1 and 2 (PS4 and PS5) – April 24, 2022  Rounds 3 and 4 (Xbox X and Xbox One) - April 30, 2022  Rounds 3 and 4 (PS4 and PS5) – May 1, 2022	Rounds 1 and 2 (Xbox X and Xbox One) - April 23, 2022  Rounds 1 and 2 (PS4 and PS5) – April 24, 2022  Rounds 3 and 4 (Xbox X and Xbox One) - April 30, 2022  Rounds 3 and 4 (PS4 and PS5) – May 1, 2022

	HUT Team Draft – May 7, 2022  Round 5 and 6 (Xbox X and Xbox One) – May 21, 2022  Round 5 and 6 (PS4 and PS5) – May 22, 2022	HUT Team Draft – May 8, 2022  Round 5 and 6 (Xbox X and Xbox One) – May 21, 2022  Round 5 and 6 (PS4 and PS5) – May 22, 2022
Round 3 - European Championship	June 4, 2022	June 4, 2022

The specific timing and duration for each Round and the HUT Team Draft will be determined by Sponsor and will be made available/communicated at a future date. Sponsor may change the schedule (including the location) in its discretion by providing advance notice to Players. Players will be provided advance notice if any of the foregoing Rounds are rescheduled to be held in-person or remotely, in which case a Player must travel to the designated location and is responsible for any health and safety protocols (including any rules/regulation in respect of COVID-19), visa, permits or other immigration documentation, or take steps to record themselves and their Consoles. All scheduling decisions are in Sponsor's discretion (including whether Sponsor will consider scheduling accommodations) and failure to timely attend at the Sponsor-appointed time and in the appointed location may result in disqualification. Sponsor will be responsible for long-haul transportation and lodging. Players are responsible for all other costs in connection with any in-person events.

4. **REGISTRATION:** Registration opens at 11:00 AM (ET) on March 1, 2022 and closes 11:59 PM (ET) on March 20, 2022 for NHL GWC – North America and April 3, 2022 for NHL GWC – Europe. Registration will take place on the designated registration page on battlefy.com. Players from the European Region must register separately for the Online Open Play and European Qualifiers. For certainty, Players for NHL GWC – North America must register before 11:59 PM (ET) on Sunday, March 13, 2022 in order to be eligible for the first Weekly Play Period, and Players for NHL GWC – Europe must register before 11:59 PM (ET) on Sunday, April 3, 2022 in order to be eligible for the first Weekly Play Period. Gameplay will take place within a designated section of NHL 22 using Xbox Live or the PlayStation Network, as applicable. Players may register one (1) time for each Console; provided, a Player may only participate in one (1) North American Console Final or one (1) European Console Final bracket (as applicable).

Players have the right, in their discretion, to withdraw from this agreement within 14 calendar days from the date of the conclusion of this agreement; provided, such withdrawal period will sooner expire after a Player first accesses the Tournament page and selects "Play Game" if they do so before the end of the 14-calendar-day period. In order to exercise the withdrawal right, Players must notify the Tournament administrator in writing at (i) Battlefy Technologies, Inc., PO Box 42009 Fremont Village PO, Port Coquitlam, British Columbia, V3B 0G0, or (ii) contact@battlefy.com, in each case, by means of a clear statement (e.g., a letter sent by mail or email) about their decision to withdraw from these Tournament Rules. Players may use this template (but are not obliged to):

To Tournament Sponsor and Administrator:

I herewith withdraw from the agreement and the 2022 NHL Gaming World Championship pursuant to Section 4 of the Tournament Rule, effective as of [date].

[Name of the Player]

[Address of the Player]

[Signature of the Player if withdrawal right is exercised on paper]

[Date]

In order to meet the withdrawal period, it is sufficient for a Player to send/post the notification that the Player exercises its right of withdrawal before the end of the withdrawal period. If a Player withdraws from this agreement, we shall refund to Player all payments, if any, we have received from that Player in connection with this agreement to which Player's withdrawal relates, including delivery costs (other than any additional costs resulting from Player choosing a delivery method other than the cheapest standard delivery offered by us), immediately and no later than 14 calendar days from the date we receive notice of a Player's withdrawal from this agreement. For any applicable refund, we will use the same means of payment that Player used for the original transaction, unless expressly agreed otherwise with Player; under no circumstances will Player be charged for this refund.

- 5. CONSOLE REQUIREMENTS/GAME SETTINGS:** Players may use any Console for the European Qualifiers, Online Open Play, the North American Console Finals, and the European Console Finals. The European Championship and the Club Championship will be played on the PlayStation 5 console only. Moreover, Players may earn only one (1) "Collectible" (as defined below) to advance beyond the Online Open Play. Sponsor's designee will loan necessary Consoles, controllers and other equipment for the Players in the European Championship and the Club Championship who do not have a PlayStation 5 console pursuant to the terms of a separate written loan agreement.

The following settings shall be used for all games during Online Open Play.

- Game Mode: HUT
- Difficulty: All-Star
- Period Length: 4 Minutes
- Game Type: Competitive
- Rules: NHL
- Fighting: On
- Penalties: On
- Injuries: On (Online Open Play) / Off (For Remaining Rounds)
- Offsides: Delayed
- Icing: Hybrid Icing
- Tie Break: Continuous Overtime
- Position Lock: Off
- Music and Announcers Turned Off

The following settings shall be used for all games during the European Qualifiers.

- Game Mode: Versus

- Difficulty: All-Star
- Period Length: 4 Minutes
- Game Type: Competitive
- Rules: NHL
- Fighting: On
- Penalties: On
- Injuries: Off
- Offsides: Delayed
- Icing: Hybrid Icing
- Tie Break: Continuous Overtime
- Position Lock: Off
- Music and Announcers Turned Off

To the extent any game settings are not mentioned in the list above, they shall be left at the default setting. If incorrect settings are used and Sponsor determines that such settings affected the outcome of any game, a Player may be disqualified.

Game settings for the North American Console Final, European Console Final, Club Championship and European Championship shall be as specifically designated by Sponsor and communicated to Players.

## 6. QUALIFICATION/SEEDING PROCESS:

**Round 1 – European Qualifiers:** Players in NHL GWC - Europe from (i) Czech Republic and Slovakia, (ii) Finland, (iii) Germany, Austria and Switzerland, (iv) Norway and Denmark, (v) Sweden, and (vi) the United Kingdom and Ireland may compete in a single-elimination, open tournament of head-to-head Best-of-Three series among up to a maximum of one hundred twenty-eight (128) Players from the same country/region described in clauses (i) – (vi) using the same Console type. Players must register for a European Qualifier as set forth above. Players will be seeded randomly.

Players who register will receive an email with instructions on how and when to join the applicable European Qualifier. Players must visit the designated URL to learn their opponents and match schedules. In order to compete in a European Qualifier, Players must confirm registration and check-in prior to the start of the applicable portion of the event as directed by the online Tournament administrator. Failure to timely register and check-in due to a Player's fault that cannot be timely resolved by the online Tournament administrator may result in disqualification. Players must self-report the results of each game for a European Qualifier on the designated match page in accordance with the published instructions. The online Tournament administrator may require confirmation of the results of a game in the event of a dispute or disagreement so Players must capture screenshots of the pre-game lobby and the final seconds of each game through the applicable Console and/or a camera as evidence. Disputes over game results must be raised within ten (10) minutes of the end of a game. Disputes must be surfaced through the online Tournament administrator, as directed by such administrator by selecting Report Match Issue on the Match Page (see: <https://help.battlefy.com/en/articles/4587443-player-guide>). All Players are required to be logged into the Tournament support channel for the duration of the applicable European Qualifier. If a Player does not remain in the Tournament support channel and the failure to do so disrupts the operation of the Tournament (e.g., by preventing the resolution of disputes) in Sponsor's or the online Tournament administrator's reasonable discretion, that Player may be disqualified. Notwithstanding, all disputes will be settled in Sponsor's reasonable discretion using reasonably



available evidence. The winner of each European Qualifier will earn a digital collectible token (a **“Collectible”**) and will be in **“Group 1”** (as described below).

**Round 1 - Online Open Play:** Players in each of NHL GWC – North America and NHL GWC – Europe, except for those Players who have advanced to the European Console Final from the European Qualifiers, will compete in an Online Open Play period through which they will play head-to-head games against other Players from the same Region using the same Console type. To create a game, a Player must visit the Tournament page within the NHL 22 game and select **“Play Game.”** Games created and played via other means will not accrue points in the Tournament. Games will be registered once Players are linked. Players will be ranked during each period from Wednesday - Sunday (each, a **“Weekly Play Period”**) during the applicable Online Open Play based on the number of wins earned in up to twenty-five (25) Tournament games (Players may not play more than twenty-five (25) Tournament games during a given Weekly Play Period). Ties between Players with the same number of wins during a Weekly Play Period will be resolved based on (1) Skill Rating (which considers, among other factors, quality of opponent), (2) goal differential during that Weekly Play Period and, in the event a tie remains, (3) a coin flip. EA will publish a continuous weekly leaderboard for each Console and Region. Following each of the two (2) Weekly Play Periods, the top thirty-two (32) Players for each of the four (4) Consoles for the North American Region, and the top twenty-six (26) Players for the first Weekly Play Period and the top thirty-two (32) Players for the second Weekly Play Period for each of the four (4) Consoles for the European Region for that week will earn a Collectible. Players who earn a Collectible during the first Weekly Play Period will be in **“Group 1,”** and Players who earn a Collectible during the second Weekly Play Period will be in **“Group 2.”** Players’ points reset following each Weekly Play Period. Players will be seeded for Round 2 as set forth below. A Player who has already earned a Collectible for any Console (including during the European Qualifiers) is ineligible to earn another (and, if a Player earns it for two (2) Consoles in the same week, Sponsor shall designate to which Console the Collectible applies). Please note: the rankings displayed on the leaderboard may not be accurate or in real-time. Sponsor reserves the right to alter the rankings displayed if there has been unsportsmanlike or other behavior prohibited by these Official Rules. A Player will not advance to Round 2 (i.e., a North American Console Final or the European Console Final) even if the leaderboard should so indicate unless and until Sponsor has verified the Player and officially announced such Player as one of the top sixty-four (64) Players for a Console.

**Round 2 - North American Console Finals:** Following the conclusion of Online Open Play for Players from the North American Region, the top sixty-four (64) Players for each of the Consoles (i.e., those thirty-two (32) Players from each Weekly Play Period who have earned a Collectible) will be eligible to participate in a North American Console Final. The North American Console Finals each consist of four (4) separate brackets of sixty-four (64) Players for each Console. The first round of each bracket will be deemed the **“Online Club Play-in”** and that match-up will be named in recognition of the assigned Club (as further described below). All Group 1 Players will be the first seed in the North American Console Final to which they are assigned, and all Group 2 Players will be the second seed in the North American Console Final to which they are assigned, etc. Players will be assigned to a North American Console Final as follows: (1) the single highest-ranked Player for each Console (ranked by Group and then the criteria from Online Open Play above) among Players who identified a specific favorite NHL Club (during registration and have otherwise earned a Collectible will be assigned to the Club qualifier associated with that NHL Club (but will be seeded by Group as set forth above); and (2) thereafter, all remaining Players will be assigned to the remaining positions in the applicable North American Console Final in a random draw, by Console, in alphabetical order by

Club city name so that each North American Console Final will have a Player from each of Group 1 and Group 2 for the applicable Console (random assignments will be made using an online or similar randomizing tool). For the avoidance of doubt, if more than one (1) Player identifies the same favorite NHL Club, only the highest-ranked Player during Online Open Play will be assigned to the applicable North American Console Final, and if no NHL Club is identified by a Player as a favorite, the Players will be assigned to the applicable North American Console Final without giving effect to clause (1) above. After the first round and thirty-two (32) Players per Console remain, each North American Console Final will be re-seeded based on results from the applicable Online Open Play by (1) Weekly Play Period in which the Player earned a Collectible, then by (2) total number of wins during a Weekly Play Period, (3) Skill Rating, (4) goal differential during a Weekly Play Period, and, in the event the tie remains, (5) a coin flip. Players will play using their existing HUT teams until the Semifinal round of the applicable North American Console Final, at which point Players will participate in the HUT Team Draft and select new HUT teams, as described below.

The first four (4) rounds of the North American Console Final will be single-elimination and consist of head-to-head Best-of-Three series (played on the applicable days listed above). Players who qualify will receive an email with instructions on how and when to join the North American Console Final. Players must visit the designated URL to learn their opponents and match schedules. In order to compete in the North American Console Final, Players must confirm registration and check-in prior to the start of the applicable portion of the event as directed by the online Tournament administrator. Failure to timely register and check-in that cannot be timely resolved by the online Tournament administrator may result in disqualification. Players must self-report the results of each game during the first four (4) rounds of the North American Console Final on the designated match page in accordance with the published instructions. The online Tournament administrator may require confirmation of the results of a game in the event of a dispute or disagreement so Players must capture screenshots of the pre-game lobby and the final seconds of each game through the applicable Console and/or a camera as evidence. Disputes over game results must be raised within ten (10) minutes of the end of a game. Disputes must be surfaced through the online Tournament administrator, as directed by such administrator by selecting Report Match Issue on the Match Page (see: <https://help.battlefy.com/en/articles/4587443-player-guide>). All Players are required to be logged into the Tournament support channel for the first four (4) rounds of the North American Console Final. If a Player does not remain in the Tournament support channel and the failure to do so disrupts the operation of the Tournament (e.g., by preventing the resolution of disputes) in Sponsor's or the online Tournament administrator's reasonable discretion, that Player may be disqualified. Notwithstanding, all disputes will be settled in Sponsor's reasonable discretion using reasonably available evidence.

Players will be reseeded in the Semifinal round of the North American Console Final using the criteria described above. Beginning in the Semifinal round, the North American Console Final will be double-elimination and consist of Best-of-Three series, such that the winner of the lower ('loser's') bracket will need to win two (2) times in the Final round to win the North American Console Final.

In order to compete in the Semifinal and Final rounds of the North American Console Final, Players must confirm registration and check-in prior to the start of the applicable portion of the event as directed by the online Tournament administrator. Failure to timely register and check-in that cannot be timely resolved by the online Tournament administrator may result in disqualification. The Club Championship is intended to be live-streamed so Players shall communicate directly with the Tournament administrator throughout the duration. If a Player does not communicate directly

throughout and the failure to do so disrupts the operation of the Tournament (e.g., by preventing the resolution of disputes) in Sponsor's or the online Tournament administrator's reasonable discretion, that Player may be disqualified.

**Round 2 - European Console Finals:** Following the conclusion of Online Open Play for Players from the European Region and the European Qualifiers, the top sixty-four (64) Players for each of the Consoles (i.e., those twenty-six (26) Players from the first Weekly Play Period, the thirty-two (32) Players from the second Weekly Play Period, and the six (6) Players from the European Qualifiers who have earned a Collectible) will be eligible to participate in a European Console Final. The European Console Final consists of four (4) separate brackets of sixty-four (64) Players for each Console. Players will be seeded in the European Console Final as follows: the winners of the European Qualifiers will be randomly seeded by Console in positions 17 – 22. All Players who have qualified from Online Open Play will be seeded by Console around the Players who qualified from the European Qualifiers by (1) Weekly Play Period in which the Player earned a Collectible, then by (2) total number of wins during a Weekly Play Period, (3) Skill Rating, (4) goal differential during a Weekly Play Period, and, in the event the tie remains, (5) a coin flip. Players will play using their existing HUT teams until the Semifinal round of the applicable European Console Final, at which point Players will participate in the HUT Team Draft and select new HUT teams, as described below.

The first four (4) rounds of the European Console Final will be single-elimination and consist of head-to-head Best-of-Three series (played on the applicable days listed above). Players who qualify will receive an email with instructions on how and when to join the European Console Final. Players must visit the designated URL to learn their opponents and match schedules. In order to compete in the European Console Final, Players must confirm registration and check-in prior to the start of the applicable portion of the event as directed by the online Tournament administrator. Failure to timely register and check-in that cannot be timely resolved by the online Tournament administrator may result in disqualification. Players must self-report the results of each game for all rounds of the European Console Final on the designated match page in accordance with the published instructions. The online Tournament administrator may require confirmation of the results of a game in the event of a dispute or disagreement so Players must capture screenshots of the pre-game lobby and the final seconds of each game through the applicable Console and/or a camera as evidence. Disputes over game results must be raised within ten (10) minutes of the end of a game. Disputes must be surfaced through the online Tournament administrator, as directed by such administrator by selecting Report Match Issue on the Match Page (see: <https://help.battlefy.com/en/articles/4587443-player-guide>). All Players are required to be logged into the Tournament support channel for the entire European Console Final. If a Player does not remain in the Tournament support channel and the failure to do so disrupts the operation of the Tournament (e.g., by preventing the resolution of disputes) in Sponsor's or the online Tournament administrator's reasonable discretion, that Player may be disqualified. Notwithstanding, all disputes will be settled in Sponsor's reasonable discretion using reasonably available evidence.

Players will be reseeded in the Semifinal round of the European Console Final using the criteria described above. Beginning in the Semifinal round, the European Console Final will be double-elimination and consist of Best-of-Three series, such that the winner of the lower ('loser's') bracket will need to win two (2) times in the Final round to win the European Console Final.

In order to compete in the Semifinal and Final rounds of the European Console Final, Players must confirm registration and check-in prior to the start of the applicable portion of the event as directed by the online Tournament administrator. Failure to timely register and check-in that cannot be

timely resolved by the online Tournament administrator may result in disqualification. Players shall communicate directly with the Tournament administrator throughout the duration. If a Player does not communicate directly throughout and the failure to do so disrupts the operation of the Tournament (e.g., by preventing the resolution of disputes) in Sponsor's or the online Tournament administrator's reasonable discretion, that Player may be disqualified.

The winner and runner-up for the North American Console Final advance to the Club Championship, and the winner and runner-up for the European Console Final advance to the European Championship. However, each of the North American Console Final and the European Console Final bracket tournament applicable for each Console will be completed to determine seeding in the Club Championship and the European Championship.

**Round 3 - Club Championship:** The Club Championship will be a single-elimination tournament of head-to-head Best-of-Three series among the winner and runner-up of each North American Console Final (i.e., eight (8) total Players). The winners of each North American Console Final will be assigned seeds 1 – 4 in a random draw (using an online or similar randomizing tool) and the runners-up for each North American Console Final will be assigned seeds 5 – 8 in a random draw.

**Round 3 - European Championship:** The European Championship will be a single-elimination tournament consisting of head-to-head Best-of-Three series among the winner and runner-up of each European Console Final (i.e., eight (8) total Players). The winners of each European Console Final will be assigned seeds 1 – 4 in a random draw (using an online or similar randomizing tool) and the runners-up for each European Console Final will be assigned seeds 5 – 8 in a random draw.

Players will compete against each other in the final two rounds of the applicable North American Console Final and the European Console Final, and in the Club Championship and the European Championship using HUT teams drafted only from a pool of NHL players provided by EA in accordance with the section entitled “**HUT Team Draft**” below. For certainty, a Player's pre-existing HUT team may continue to be used outside of the Tournament.

In order to compete in the Club Championship and the European Championship, if held in-person, Players must attend in-person the event in the location and at the time designated by Sponsor. Failure to attend may result in disqualification. In order to compete in the European Qualifiers, North American Console Final and European Console Final, Players confirm registration and check-in prior to the start of the applicable portion of the event as directed by the online Tournament administrator. Failure to timely register and check-in that cannot be timely resolved by the online Tournament administrator may result in disqualification. Throughout the duration of all live-streamed portions of the Tournament, Players shall communicate directly with the Tournament administrator. If a Player does not communicate directly throughout and the failure to do so disrupts the operation of the Tournament (e.g., by preventing the resolution of disputes) in Sponsor's or the online Tournament administrator's reasonable discretion, that Player may be disqualified.

**HUT Team Draft:** Prior to the Semifinal rounds of each of the North American Console Finals and European Console Finals, EA will administer a live online “serpentine” draft through which each participating Player will draft a twenty-five (25) person HUT team from among a pool of NHL players designated by Sponsor and EA. Sponsor and EA will provide the list of available NHL players a minimum of seventy-two (72) hours prior to the scheduled draft date. Each roster must be

comprised of twelve (12) forwards, six (6) defensemen, two (2) goaltenders, and five (5) additional skaters, and represent a current NHL Club. Players may draft available NHL players in any order. If at any point during the draft, a choice would prevent a Player from completing the draft with a valid roster, that Player's choice will be rejected and the Player must choose another NHL player who will allow for a valid roster upon completion of the draft. Once an NHL player is chosen, no other Player will be able to choose that NHL player. No trades may be conducted either during the draft or after the draft concludes.

There will be one (1) draft for each of the NHL GWC – North America and NHL GWC Europe. The highest-seeded Player for each Console in the North American Console Finals and the European Console Finals as described above will be randomly assigned the first through fourth picks of NHL players, the second-highest ranked Player for each Console will be randomly assigned the fifth through eighth picks of NHL players, etc. (sixteen (16) total Players participate in each of the HUT Team Drafts, though only four (4) such Players will compete against one another in each of the North American Console Finals and European Console Finals). The first round will proceed in order until each Player has picked their first NHL player. The final Player to pick an NHL player in the applicable group will then have the next pick of NHL player (i.e., the first pick in the second round) and the draft will proceed in reverse order through the end of the second round. The first seed will then have the first pick in the third round and the draft will continue with the same pattern until each team has a full roster.

In the event a Player is unable to participate live in the applicable HUT Team Draft as scheduled, that Player may submit to EA a customized ranking of the available NHL players, which list EA will use strictly to draft the Player's roster, subject to the foregoing roster requirements. Otherwise, in the event a Player does not participate live in the applicable HUT Team Draft or does not make their pick within a reasonable amount of time designated by EA, then the next-available NHL player, subject to the foregoing roster requirements, will be assigned to that Player's HUT Team.

**7. PLAYER CONDUCT:** Players must adhere to the standards of sportsmanship and EA Rules of Conduct available at [terms.ea.com](https://terms.ea.com), which are incorporated into these Official Rules and made binding on the Players. Without limiting the foregoing, the following are also prohibited behaviors:

- Violating any federal, state, or provincial law, rule or regulation, or any of these Official Rules, as determined by Sponsor in its reasonable discretion.
- Using any software or program that damages, interferes with or disrupts an EA service or another's computer or property.
- Interfering with or disrupting another Player's use of an EA service.
- Use of another person's EA account or HUT team.
- Coin distribution.
- Attempting to gain an unfair competitive advantage inconsistent with standard NHL 22 gameplay.

- Harassing, threatening, bullying, embarrassing, spamming or doing anything else to another Player that is unwanted, such as repeatedly sending unwanted messages or making personal attacks or statements about race, sexual orientation, religion, heritage, etc.
- Acting in a manner that antagonizes community standards or reflects unfavorably upon Sponsor or EA.
- Match fixing, match dodging, or engaging in any behavior that otherwise constitutes cheating or disrupts the integrity of the 2022 NHL Gaming World Championship.
- Exploiting any bug or glitch in the NHL 22 gameplay or software.

Sponsor and/or the Tournament administrator will have the right to monitor compliance with these Official Rules and investigate possible breaches of these Official Rules. By agreeing to these Official Rules, each Player agrees to cooperate with the Sponsor and/or the Tournament administrator in any internal or external investigation that the Sponsor conducts relating to a suspected violation of these Official Rules or applicable law. Players have a duty to tell the truth in connection with any investigation conducted by or for the Sponsor and have a further duty not to obstruct any such investigation, mislead investigators or withhold evidence.

Upon discovery of any Player committing any violations of these Official Rules, the Sponsor may issue the following penalties: (a) public warnings; (b) game forfeitures and/or match forfeitures; (c) Prize forfeitures; and/or (d) suspensions or disqualifications, in its discretion.

Unless expressly stated otherwise, violations of these Official Rules are subject to disciplinary action, including without limitation disqualification or other Tournament penalties proportional to the violation, whether or not they were committed intentionally. Any attempt to violate these Official Rules is also subject to disciplinary action. The Sponsor's determination as to the appropriate disciplinary action will be final and binding.

Sponsor's and/or EA's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- 8. IN-GAME NAMES/AVATARS:** In-game names/avatars are the responsibility of the Players but shall otherwise be consistent with general standards of decency, shall not be derogatory to any Tournament Entities, shall not be profane or offensive, shall not violate the proprietary rights of any third party and shall be subject to change as required by Sponsor.
- 9. PLAYER APPAREL, SPONSORSHIP AND PROMOTION:** All apparel worn by Players while on camera during the North American Console Finals, Club Championship and European Championship shall be subject to approval by Sponsor to the extent permitted by applicable law. Players may not display or promote any third-party brands without prior approval by Sponsor. Further, Sponsor may require that specific apparel be worn by Players on camera during the North American Console Finals, Club Championship and European Championship. In such an event, such apparel will be provided by Sponsor. By participating, Players agree to wear such required apparel, if applicable.
- 10. CONFIDENTIALITY:** Sponsor requires that Players not disclose, and refrain from communicating (either privately or publicly via social media or otherwise), all information related to the Tournament without Sponsor's consent and until any information related to the outcome of the

applicable Round(s) of the Tournament has been made public. Players may be required to sign additional documentation accordingly.

- 11. PLAYER/WINNER NOTIFICATIONS:** Players who successfully advance beyond the Online Open Play will be contacted via email, direct message or telephone by Sponsor and/or EA using the email address or telephone number provided at registration into the Tournament.

Each Player from the North American Region (or if a minor, their parent/legal guardian) who has qualified for a North American Console Final or the Club Championship will be required, to the extent permitted by law, to (a) complete an Affidavit or Declaration of Eligibility, Publicity Release and Liability Waiver (the “**Affidavit**”), (b) complete an authorization form for a background check in connection with the Tournament (together with the Affidavit, the “**Release Forms**”), (c) complete any required tax documentation (as applicable), and (d) consent to a physical search at any in-person events (if held). Each Player from the European Region (or if a minor, their parent/legal guardian) who has qualified for a European Console Final or the European Championship will be required to (a) complete a publicity release, (b) complete any required tax documentation (as applicable), and (c) consent to a physical search at any in-person events (if held).

If any Player (a) cannot be contacted after two (2) attempts a reasonable time apart, using player provided contact information and reasonable care to leave messages, (b) fails to respond and/or to provide any of the requested Release Forms and other required documentation (as applicable) within the required time period, (c) is in non-compliance with these Official Rules, (d) declines to or cannot accept a Prize, (e) fails to satisfactorily meet the requirements of the background check as determined by Sponsor, (f) fails to register, check-in for, participate in, complete or attend any Tournament games, as scheduled, or (g) forfeits during any Round of the Tournament, the respective Player may be disqualified by Sponsor, forfeit any rights in any Prize and/or no longer be eligible for a chance to win the applicable Prize. In the event that a Player is disqualified for any reason, Sponsor may select an alternate Player based on performance in the applicable prior Round (e.g., if a Player is disqualified before attending the North American Console Final, the next-highest performer in the applicable Online Open Play will advance) who satisfies the aforementioned eligibility requirements. Sponsor reserves the right to disqualify any Player based on the results of any background check conducted at any time during the Tournament, including after the Tournament has ended.

Each Player who wins a North American Console Final, qualified for the Club Championship or qualified for the European Championship in accordance with the Official Rules will be considered Tournament winners (the “**Winners**,” each a “**Winner**”) and will be entitled to a prize (each a “**Prize**,” or collectively, “**Prizes**”) as further described below.

THE WINNER(S) IS/ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE TOURNAMENT. A PLAYER IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL PLAYER’S ELIGIBILITY HAS BEEN VERIFIED AND PLAYER HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE, REGARDLESS OF WHAT THE GAME PLAY MAY INDICATE.

- 12. PRIZES AND APPROXIMATE RETAIL VALUE (“ARV”):** There is a total Prize pool of \$100,000 USD in this Tournament with fifty-six (56) cash Prizes available to be won, as follows:

**European Qualifiers:**

1<sup>st</sup> Place: \$500 USD (Each)

**European Championship:**

1<sup>st</sup> Place: \$15,000 USD

2<sup>nd</sup> Place: \$5,000 USD

3<sup>rd</sup> – 4<sup>th</sup> Places: \$2,000 USD (Each)

5<sup>th</sup> – 8<sup>th</sup> Places: \$1,000 USD (Each)

**North American Console Final (Each):**

1<sup>st</sup> Place: \$2,000 USD

2<sup>nd</sup> Place: \$1,000 USD

3<sup>rd</sup> Place: \$500 USD

4<sup>th</sup> Place: \$250 USD

**Club Championship:**

1<sup>st</sup> Place: \$26,000 USD

2<sup>nd</sup> Place: \$10,000 USD

3<sup>rd</sup> – 4<sup>th</sup> Places: \$2,500 USD (Each)

5<sup>th</sup> – 8<sup>th</sup> Places: \$1,000 USD (Each)

The ARV of each Prize is in U.S. Dollars and will be determined by each Winner's portion of the Prize pool. All details and other restrictions of Prize not specified in these Official Rules will be determined by Sponsor. Sponsor will furnish an Internal Revenue Service ("IRS") Form 1099 to a Winner or other Player who is a United States Citizen or Resident (as defined by the IRS) or an IRS Form 1042-S to a Winner or Player who is not a United States Citizen or Resident for the ARV of Prize provided hereunder with an ARV of \$600 USD or greater for the year in which Prize was won. Where applicable and as required by United States law, Sponsor shall withhold and remit to the IRS a tax equal to 30% of the gross ARV on payments to the foregoing Winners/Players. Further, such Winners/Players will be required to provide Sponsor with IRS Form W-9 (if United States Citizen or Resident) or IRS Form W-8 BEN (if not). Winners will be required to provide Sponsor with bank account information to receive a wire for the payment of Prizes. Players agree they shall forfeit the applicable Prize if the Player does not provide requested information to Sponsor within thirty (30) days of the conclusion of the Tournament.

Any and all remaining applicable country, federal, provincial, state, and local taxes and all fees, costs and expenses related to acceptance and use of any Prize hereunder not specifically stated herein as being included as part of the Prize, including but not limited to, VAT taxes and/or other expenses, are the responsibility solely of winning Players. All US and local tax reporting, including the filing of relevant tax returns, is the responsibility solely of the winning Players. Prize cannot be substituted, assigned, or transferred by winning Players; however, Sponsor reserves the right to make equivalent prize substitutions.

- 13. RELEASE; INDEMNIFICATION; DISCLAIMER OF WARRANTY:** By participating in this Tournament, Players (or if minors, their parent/legal guardians) agree to release, indemnify, defend and hold



harmless each of the Tournament Entities and each of their respective officers, directors, governors, members, parent companies, partners, partnerships, principals, owners, employees, volunteers, representatives, agents, affiliates (past, present and future), subsidiaries, related entities, successors and assigns (collectively, the "**Released Parties**"), from any and all liability for any loss, harm, damage, injury, cost or expense of any nature whatsoever (including reasonable attorneys' fees) (collectively, "**Losses**") which may occur in connection with a breach or alleged breach of any representations, warranties or agreements of Player hereunder. Each Player from the North American Region further agrees to release, indemnify, defend and hold harmless each of the Released Parties from any and all Losses which may occur in connection with (a) the Tournament or any element thereof, including entry or participation therein, (b) delivery, possession, acceptance and/or use or misuse of any Prize, travel package (only if applicable) or component thereof, or (c) participation in any Tournament-related activity or Prize-related activity including without limitation in each case any Losses that may be caused or contributed to by (i) any wrongful, negligent or unauthorized act or omission on the part of any of the Released Parties, or any of their independent contractors or any other person or entity not an employee of any of the Released Parties, or (ii) any other cause, condition or event whatsoever beyond the control of any of the Released Parties. Each Player from the European Region agrees to release, indemnify, defend and hold harmless each of the Released Parties from any and all Losses which may occur in connection with a culpable action of the Player to the detriment of one of the Released Parties. Each Player hereby acknowledges that the Released Parties have neither made nor are in any manner responsible or liable for, and hereby disclaim, any warranty, representation, condition or guarantee, express or implied, in fact or in law, relative to the Prize, travel package (only if applicable) or any components thereof and that, except as prohibited by applicable law, the Prize is provided "as is" without warranty or condition of any kind, either express or implied. The Released Parties are not responsible if any Prize cannot be awarded due to cancellations, delays, or interruptions due to acts of god, acts of war, natural disasters, weather, public health emergencies (e.g., pandemics), or terrorism. By participating in this Tournament, Player agrees that the Released Parties will not be responsible or liable for any damages, or losses of any kind (other than personal injury or death), including direct, indirect, incidental, consequential, or punitive damages to persons or to property arising out of access to and use of any website associated with this Tournament or the downloading from and/or printing material downloaded from such site, however provided that no member of the Released Parties acted intentionally or with gross negligence.

- 14. PUBLICITY; COOPERATION:** For Players from the North American Region, participation in the Tournament and acceptance of a Prize and travel package, as applicable, constitutes a Player's (or if a minor, their parent's/legal guardian's) agreement and consent to Sponsor's, EA's and their affiliates', agents' or affiliated third parties' use of the Player's names, gamer tags, nicknames, image or likenesses, photographs, voices, opinions and/or city, state, province, country, game footage (including, but not limited to, that from any game that has been live streamed, broadcast, or recorded), biographical information and/or Prize information in connection with the Tournament for promotional, advertising or other purposes in any media now known or hereafter devised including the Internet, worldwide, without further payment or consideration, notice, review or approval. Notwithstanding, if requested, Player will sign, (or if a minor, will cause their parent/legal guardian to sign), any documentation required by Sponsor to perfect or otherwise with respect to the foregoing consent. Furthermore, Players understand that Sponsor and/or its agents will record, photograph and otherwise document the Tournament ("**Footage**"). Player agrees and consents that, as between the parties, Sponsor shall own the Footage and all materials provided by Player to Sponsor, EA and/or their respective agents in connection with the Tournament ("**Submissions**"),

including copyright, trademark and other proprietary rights associated therewith, and Sponsor, its successors, assigns and licensees, shall have the right to edit, exploit, adapt, sublicense, distribute, post, create derivative works from, copy, store, operate with computers and other data processing equipment (e.g., mobile phones, smart phones, tablet PCs, e-pads or e-readers), use, offer and distribute by all means of transmission (known or unknown), make publicly available via all means, use the Footage or Submissions, in whole or in part, and in combination with other materials, in any manner, for any advertising, promotional, trade, commercial or other purposes in any and all media, now known or hereafter developed, worldwide in perpetuity and, to the extent allowed under the applicable laws, without further payment or consideration, notification or permission. Notwithstanding this paragraph, such Player may be required to sign the Affidavit to confirm the foregoing.

Players from the European Region will be required to sign a publicity release, which grants to Sponsor, EA and their affiliates, agents or affiliated third parties use of the Player's names, gamer tags, nicknames, image or likenesses, photographs, voices, opinions and/or city, state, province, country, game footage (including, but not limited to, that from any game that has been live streamed, broadcast, or recorded), biographical information and/or Prize information in connection with the Tournament for promotional, advertising or other purposes in any media now known or hereafter devised including the Internet, worldwide, without further payment or consideration, notice, review or approval.

Each Player, whether from the North American Region or the European Region, will indemnify the Tournament Entities, Released Parties and any licensee of Sponsor and/or EA against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

Players who qualify for a North American Console Final, and if not held in-person, the Club Championship and the European Championship are required to record themselves and their Consoles during gameplay and stream and/or transfer the file, as directed by Sponsor's designee. Moreover, each Player agrees to participate in, and cooperate with, Sponsor in the creation and development of, content (including videos and other media) to support, advertise, and/or promote the Tournament. To that end, such Players shall provide reasonable cooperation, and take such steps as are reasonably necessary, in order to enable Sponsor and/or its designees to hold, host, record, promote and distribute the Tournament as a material condition of participation. Players will be provided necessary equipment (e.g., web cameras) in connection with the foregoing.

- 15. GENERAL CONDITIONS:** All decisions of Sponsor in connection with this Tournament shall be binding and final in all respects. Sponsor reserves the right to terminate, cancel, suspend and/or modify the Tournament (or any portion thereof), if intervening circumstances warrant, within Sponsor's discretion, due to any fraud, virus or other technical problem which corrupts the administration, security, or proper entry or play into the Tournament, or for any other reason. In such event, Sponsor reserves the right to award the respective accrued Prize(s) from up to the time of the termination, cancellation, suspension and/or modification as deemed fair and appropriate by Sponsor. ANY ATTEMPT BY ANY PLAYER OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS TOURNAMENT, ANY WEBSITE AND OR SPONSOR/EA PLATFORM ASSOCIATED WITH THIS TOURNAMENT MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND/OR EA RESERVE THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR'S FAILURE TO ENFORCE ANY TERM OR PROVISION OF THESE OFFICIAL RULES

SHALL NOT CONSTITUTE A WAIVER OF THAT TERM OR PROVISION. THIS PROGRAM IS IN NO WAY SPONSORED OR ADMINISTERED BY ANY OF THE OTHER INELIGIBLE ENTITIES EXCEPT FOR SPONSOR.

- 16. LIMITATIONS OF LIABILITY:** Without limiting anything set forth above in these Official Rules, Sponsor and/or EA and their agents are not responsible for (a) any incorrect or inaccurate information, whether caused by Players, printing errors or by any of the equipment or programming associated with or utilized in the Tournament; (b) technical issues or failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or hardware, software or internet issues; (c) unauthorized human intervention in any part of the entry process or the Tournament; (d) technical or human error which may occur in the administration of the Tournament or the processing of game play or registrations; (e) play entered through the use of any robotic or automated device/computer program or any other non-human mechanism, entity, or device; (f) play in excess of the stated limits; (g) any technical or human error which may occur in the creation, submission, assignment or processing of games and/or leaderboards in the Tournament, including any technical or human error in connection with any social media platforms, Tournament website and/or the hosting thereof; (h) plays, Prize claims or notifications that are not received by the intended recipient due to transmission, technical, computer or human failures or error of any kind, including any plays, Prize claims or notifications that are delayed, misdirected, or undelivered as a result of any failure or problem with the availability, functionality, operability or use of any network, server, ISP, website, computer, internet connection, hand-held mobile device, social media platform, or any other equipment or connection used in connection with the Tournament; (i) changes in a Player's (or if a minor, their parent/legal guardian's) information which affects the ability to contact such Player (or, where applicable, their parent/legal guardian); (j) typographical errors in Tournament promotional material; (k) cancellations and/or delays or any change by any company or any other persons providing any of components of the Prize due to reasons beyond the control of any of the Released Parties; (l) any interruptions/postponement/cancellation of Tournament; (m) human error, incorrect or inaccurate transcription of Player information; (n) any technical malfunctions of the computer on-line system, computer dating mechanism, computer equipment, software, any social media platform, or internet service provider utilized by any of the Released Parties or by Player; (o) interruption or inability to access the Tournament, any Tournament-related web pages (including the Tournament website), any social media platform, or any on-line service via the Internet due to hardware or software compatibility problems; (p) any damage to Player's (or any third party's) computer and/or its contents related to or resulting from any part of the Tournament; (q) any lost/delayed data transmissions, omissions, interruptions, defects; and/or (r) any other errors or malfunctions, even if caused by the negligence of any one or more of the Released Parties. For clarity, in the European Region, the foregoing will not apply to the extent due to Sponsor's and/or EA's gross negligence or willful misconduct or to the extent resulting in a Player's bodily injury or death.
- 17. DISPUTES:** Except where prohibited, Player agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Tournament or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the courts situated in the Player's country of residence; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Tournament, but in no event solicitors'/attorneys' fees or other costs of bringing a claim; (c) under no circumstances will Player be permitted to obtain awards for, and Player hereby waives all rights to claim, indirect, punitive, incidental, exemplary, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise

increased; and (d) in no event shall Players rescind his or her agreement to these Official Rules or seek injunctive or any other equitable relief. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, and/or the rights and obligations of the Player and Sponsor and/or EA in connection with the Tournament, shall be governed by, and construed in accordance with, the laws of the Player's country of residence.

- 18. PRIVACY:** Each of EA and Sponsor collect, use and otherwise process Player's personal information in connection with Player registration and the operation and hosting of the Tournament. This information includes the data collected when a Player registers their EA, Xbox Gold or PlayStation Plus accounts for Tournament play and information about Tournament performance and engagement. EA and Sponsor may use this personal information to contact a Player for matters and events related to operation of this Tournament; share the information with each other in connection with operation and hosting of the Tournament; and otherwise process Player information as further described in their respective privacy policies. For additional information about their privacy practices, Sponsor's privacy policy is available at <https://www.nhl.com/info/privacy-policy>; and EA's privacy policy is available at: [privacy.ea.com](https://privacy.ea.com).

Players further agree that Sponsor and/or EA and their agents, affiliates, subsidiaries, representatives or service providers may use a Player's personal information for future marketing by Sponsor and/or EA in accordance with applicable laws. Please see each of EA's and Sponsor's privacy policies for information about the choices that may be available to opt out of such promotional communications. By participating in this Tournament, each Player acknowledges their agreement to the terms of Sponsor's and EA's privacy policies and to the extent necessary under applicable law, consents to the sharing of personal data among Sponsor and EA as described in these Official Rules.

- 19. WINNERS LIST:** For first name and last initial of the Winners, available after July 30, 2022, please email Christopher Golier, Vice President, Business Development, Technology Partnerships ([cgolier@nhl.com](mailto:cgolier@nhl.com)), Attn: **NHL Gaming World Championship**.

- 20. AMENDMENTS:** These Official Rules may be amended, modified or supplemented by Sponsor from time to time, in order to ensure fair play and the integrity of Tournament matches.

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