### EA SPORTS NHL 24 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.

EA SPORTS NHL 24 World Championship<sup>™</sup> (the "**Tournament**") is an esports tournament for players of the EA SPORTS<sup>™</sup> NHL<sup>®</sup> 24 video game using the (i) Xbox Series X or (ii) PlayStation 5 consoles (each, a "**Console**"). The Tournament will be a series of events for Players (as defined below) from the North American Region and the European Region (each as defined below). The tournament for Players from the North American Region is the "**NHL 24 North American Championship**," the tournament for Players from the European Region is the "**NHL 24 European Championship**," and the final event of the Tournament is the "**NHL 24 World Championship** Final." Each of the NHL 24 North American Championship and the NHL 24 European Championship will consist of multiple qualifying events (each a "**Qualifier**") culminating in a bracket tournament to determine the winner and runner-up of each of the NHL 24 North American Championship and the top two (2) Players from the NHL 24 European Championship (i.e., six (6) total Players) will in turn compete in the NHL 24 World Championship Final to determine the overall Winner of the Tournament, as follows:

#### NHL 24 North American Championship

- Qualifier 1: A series of thirty-two (32) "Club Championships," each affiliated with an NHL Club (as defined below) and each determining a winner and runner-up who qualify for the North American Console Final.
- Qualifier 2: An "NHL All-Star Open" consisting of an open play period, following which the sixteen (16) top-ranked Players participate in a bracket tournament from which the top four (4) Players qualify for the North American Console Final. The qualifiers from the NHL All-Star Open also receive a 'bye' for the first round of the North American Console Final.
- Qualifier 3: An "**Online Open Play**" round consisting of an open play period, following which the top fifty-six (56) Players qualify for the North American Console Final.
- Intermediate Round: A "North American Console Final" round consisting of one hundred twenty-four (124) Players, from which the top eight (8) Players qualify for the NHL 24 North American Championship.
- Final Round: An "**NHL 24 North American Championship**" round consisting of the top eight (8) players from the North American Console Final. The top four (4) Players qualify for the NHL 24 World Championship Final. The top Player at the NHL 24 North American Championship will be the champion of the NHL 24 North American Championship.

### NHL 24 European Championship

- Qualifier 1: A "European New Year's Open" consisting of an open play period, following which the sixteen (16) top-ranked Players participate in a bracket tournament from which the top four (4) finishers qualify for the European Console Final.
- Qualifier 2: A "European Chel Showdown" consisting of an open play period, following which the sixteen (16) top-ranked Players participate in a bracket tournament from which the top four (4) finishers qualify for the European Console Final.
- Qualifier 3: An "**Online Open Play**" round consisting of an open play period, following which the top one hundred twenty (120) Players qualify for the European Console Final.
- Intermediate Round: A "European Console Final" round consisting of one hundred twentyeight (128) Players, from which the top eight (8) Players qualify for the NHL 24 European Championship.
- Final Round: A "European Championship" round consisting of the top eight (8) Players from the European Console Final. The top two (2) Players qualify for the NHL 24 World Championship Final. The top Player at the NHL 24 European Championship will be the champion of NHL 24 European Championship.

### NHL 24 World Championship Final

• Championship Round: An "**NHL 24 World Championship Final**" round consisting of the top four (4) Players from the NHL 24 North American Championship and the top two (2) Players from the NHL 24 European Championship. The top Player at the NHL 24 World Championship Final will be the overall Winner of the Tournament.

The Club Championships, NHL All-Star Open, North American Console Final, European New Year's Open, European Chel Showdown, European Console Final and the associated Online Open Plays are cross-Console events, meaning Players on Xbox Series X can compete against Players on the PlayStation 5. The North American Championship, European Championship and NHL 24 World Championship Final (and any events held in-person) will be played on the PlayStation 5 specifically (unless otherwise indicated in advance). Sponsor reserves the right to adjust any cross-Console events so Players compete only against other Players on the same Console and these Official Rules (as defined below) may be adjusted accordingly with advance notice to Players.

Players will compete in all Qualifiers, the North American Console Final, and the European Console Final using an existing or newly-created Hockey Ultimate Team ("**HUT**") mode team. Players in the NHL 24 European Championship, the NHL 24 North American Championship and the NHL 24 World Championship will compete using a HUT mode team drafted in accordance with the "HUT Team Draft" described in Section 6 below.

The semifinal and final rounds of the NHL All-Star Open, and the full NHL 24 North American Championship, the NHL 24 European Championship and NHL 24 World Championship Final are intended to be held in-person. All other portions of the Tournament are intended to be held remotely. 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.

Players who have qualified for the North American Console Final or the European Console Final via a Club Championship, the NHL All-Star Open, European New Year's Open, or European Chel Showdown, are not eligible to compete in any later-to-occur Qualifier, including the Online Open Play.

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. The Tournament 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, privacy.ea.com);

(c) own or have access to an authorized copy of the NHL 24 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, Rival Holdings, LLC, 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, fulfilment, 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, privacy.ea.com); 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. 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, 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 the first Qualifier. The Tournament ends at the close of play of the NHL 24 World Championship Final, 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.

Phase	Dates
Qualifier 1 – Club Championships	January 1 – February 18, 2024 Specific Club Championship timing to be published on nhl.com/nhl24
Qualifier 2 – NHL All-Star Open	Qualifying Period: January 11 - 14, 2024 Rounds 1 and 2: January 20, 2024 Live Final (In-Person): February 2, 2024
Qualifier 3 – Online Open Play	February 22 – 25, 2024

## NHL 24 North American Championship

Intermediate Round - North American Console Final	Round 1 and 2: March 9, 2024 Round 3 and 4: March 10, 2024
Final Round – North American Championship (In-Person)	March 23 – 24, 2024

# NHL 24 European Championship

Phase	Dates
Qualifier 1 – European New	Qualifying: January 4 - 7, 2024
Year's Open	Rounds 1 - 4: January 13 -14, 2024
Qualifier 2 – European Chel	Qualifying: January 18 - 21, 2024
Showdown	Rounds 1 - 4: January 27 - 28, 2024
Qualifier 3 – Online Open Play	February 8 - 11, 2024
Intermediate Round -	Round 1 and 2: February 24, 2024
European Console Final	Round 3 and 4: February 25, 2024
Final Round - European Championship (In-Person)	March 16 – 17, 2024

#### **NHL 24 World Championship Final**

Phase	Dates
NHL 24 World Championship (In-Person)	April 6 – 7, 2024

The specific timing and duration for each Qualifier and the other phases of the Tournament 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 are rescheduled to be held in-person or remotely. Players must travel to the designated location for an in-person event and are responsible for any health and safety protocols (including any rules/regulation in respect of COVID-19), visa, permits or other immigration documentation. Players must take steps directed by Sponsor to record themselves and their Consoles during applicable portions of the Tournament, if reasonably requested by Sponsor. 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 December 22, 2023. Registration will take place on the designated registration page on Rivalgames.com. During registration, Players will be given the opportunity to register for the designated Club Championships, NHL All-Star Open, and/or the Online Open Play for the NHL 24 North American Championship, or for the European New Year's Open, European Chel Showdown and/or the Online Open Play for the NHL 24 European Championship. For certainty, Players for the NHL 24 European Championship must register before 11:59 PM (ET) on January 30, 2024, in order to be eligible for Online Open Play, and Players for the NHL 24 North American Championship must register before 11:59 PM (ET) on February 13, 2024, in order to be eligible for Online Open Play, and Players for the NHL 24 using Xbox Live or the PlayStation Network, as applicable. Players may register for a Qualifier on only one (1) Console. Players who attempt to participate on more than one (1) Console may be disqualified.

Players have the right, in their discretion, to withdraw from this agreement within fourteen (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) Rival Holdings, LLC, 548 Market Street, San Francisco, CA 94105, or (ii) support@rivalgames.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 EA Sports NHL 24 World Championship pursuant to Section 4 of the Tournament Rules, 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 either Console for the Club Championships, NHL All-Star Open, North American Console Final, European New Year's Open, European Chel Showdown, European Console Final and the applicable Online Open Play. The NHL 24 European Championship, the NHL 24 North American Championship and the NHL 24 World Championship will be played on a PlayStation 5 Console (unless otherwise indicated in advance).

Players may advance to the North American Console Final or the European Console Final through only one (1) Qualifier. As such, after a Player has qualified for the North American Console Final or the European Console Final, he/she/they may not participate in any more Qualifiers. Sponsor's designee will loan necessary Consoles, controllers and other equipment for the Players in the NHL 24 European Championship and the NHL 24 North American Championship pursuant to the terms of a separate written loan agreement.

The following settings shall be used for all games during NHL All-Star Open, North American Console Final, European New Year's Open, European Chel Showdown, European Console Final and the applicable Online Open Play.

- Game Mode: HUT
- Difficulty: All-Star
- Period Length: 4 Minutes
- Game Type: Competitive
- Rules: NHL
- Fighting: Off
- 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

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 NHL 24 North American Championship, NHL 24 European Championship and the NHL 24 World Championship Final shall be as specifically designated by Sponsor and communicated to Players at such events.

#### 6. QUALIFICATION/SEEDING PROCESS:

#### **NHL 24 North American Championship**

<u>Qualifier 1 - Club Championships</u>: Each NHL Club or Sponsor, on behalf of an NHL Club, will host a tournament to qualify for the North American Console Final and represent the host NHL Club. Players may register for a maximum of four (4) Club Championships hosted by Rival. Each Club Championship will be cross-Console (unless otherwise designated in advance) and will be played in the HUT Mode. Any additional, replacement or supplementary rules and prizing in respect of a Club Championship will be published in advance (the "**Club Championship Supplemental Rules**"). Players in the Club Championship will receive a pop-up alert and in-account banner alerting them that a match is available to be played. Players must accept the match before the designated clock expires, at which point Players will receive notice of the proposed opponent's account information to make a match via their Console. Players will self-report the results of their matches. The winner and runner-up of the Club Championship will qualify for the North American Console Final.

Qualifier 2 – NHL All-Star Open: Players will compete in the HUT team mode during the NHL All-Star Open. The NHL All-Star Open will be cross-Console until the semifinal round, though separate leaderboards are maintained by Console. The NHL All-Star Open will consist of a four (4)-day open play period where Players play head-to-head games against other Players from the same Region. Players will make a game using EA's in-game open play feature. Players may play in up to twentyfive (25) Tournament matches during the open play period. To create a game, a Player must visit the Tournament page within the NHL 24 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 that four (4)-day period based on (1) Skill Rating (which considers, among other factors, quality of opponent), (2) goal differential during Online Open Play and, in the event a tie remains, (3) a coin flip. The eight (8) top-ranked Players for each Console will advance to a best-of-three single-elimination. The top four (4) finishers will qualify for the North American Console Final and participate at an in-person event on the PlayStation 5 Console held in connection with 2024 NHL All-Star to determine the winner of the NHL All-Star Open. Players who are not able to participate in the in-person event will be disgualified from the NHL All-Star Open and will have to qualify for North American Console Final via another Qualifier.

<u>Qualifier 3 – Online Open Play</u>: Players who have not yet qualified for the North American Console Final may compete in the Online Open Play period on either Console. Play will play head-to-head games against other Players from the same Region. Online Open Play will be cross-Console, though separate leaderboards are maintained by Console. Players will make a game using EA's in-game open play feature. Players may play in up to twenty-five (25) Tournament matches during the open play period. To create a game, a Player must visit the Tournament page within the NHL 24 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 that four (4)-day period based on (1) Skill Rating (which considers, among other factors, quality of opponent), (2) goal differential during Online Open Play and, in the event a tie remains, (3) a coin flip. EA will publish a continuous leaderboard for each Console and Region. The top twenty-eight (28) Players for each Console will advance to the North American Console Final.

Please note: the rankings displayed on leaderboards during any open play rounds or Online Open Play 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 the North American Console Final even if the leaderboard should so indicate unless and until Sponsor has verified the Player and officially announced his/her/their qualification.

Intermediate Round - North American Console Final: Following the conclusion of all of the Qualifiers for the NHL 24 North American Championship, one hundred and twenty-four (124) Player (namely, sixty-four (64) Players from the Club Championships, four (4) Players from the NHL All-Star Open, and fifty-six (56) Players from the Online Open Play) will be eligible to participate in a North American Console Final. The four (4) Players who qualified from the NHL All-Star Open will be given a bye in the first round and will be seeded in positions 1 - 4 in accordance with the order of finish at the All-Star Open. Winners of each Club Championship will be randomly seeded in positions 5 – 36. Runners-up for each Club Championship will be randomly seeded in positions 37 – 68. The remaining Players will be seeded based on the ranking Online Open Play (seeding for Players with the same ranking on the leaderboard for the opposite Consoles will be randomly assigned). The four (4) Players who qualify from the NHL All-Star Open may select the Club he/she/they choose to represent for gameplay identification purposes in order of seeding (the first seed may choose from all 32 Clubs, the second seed from the remaining 31, etc.). The sixty-four (64) Players who qualify from the Club Championships will be assigned that Club's identity for gameplay identification purposes. The remaining fifty-six (56) Players will be randomly-assigned a Club identity for gameplay identification purposes. For clarity, Club identification is independent of seeding. Players play in a single-elimination, best-of-three tournament. Players will play using their existing HUT teams. Players will make a game on nhl.com/nhl24. See the "Reporting" section below for more information.

<u>Final Round – The NHL 24 North American Championship</u>: The NHL 24 North American Championship will be played among the top eight (8) Players of the North American Console Final. The North American Championship will begin with two (2) pods of four (4) Players competing in a best-of-one round robin. Players will be assigned to a round-robin pod based on seeding from the North American Console Final (the highest remaining seed will be in one pod, the second-highest remaining seed in the other, and then finishers at the same round will be assigned based on seed at the North American Console Final in alternating order from the lowest seed). Each round robin match will be scored as two (2) points for a win, one (1) point for an overtime loss, and zero (0) points for a regulation loss. Ties will be broken by (1) head-to head record, (2) goal differential, (3) number of total goals for, (4) fewest number of goals against, and then (5) a coin flip. The top two (2) finishers from each pod will advance to a semifinal round. The highest finisher in one pod will play the second finisher in the other. The semifinal and final rounds of the North American Championship will be a best-of-three to determine the Winner of the NHL 24 North American Championship NHL 24.

#### **NHL 24 European Championship**

<u>Qualifier 1 – European New Year's Open</u>: Players will compete in the HUT team mode during the European New Year's Open on either Console. Players must go to the designated page on Rivalgames.com at a designated date and time to participate in a 'Swiss style' competition. Players will receive a pop-up message informing such Player of his/her/their next opponent (via a gamertag). The designated home player will invite the opponent through the relevant Console. See the "Reporting" section below for more information. Players will be ranked during that open play period based on (1) win/loss differential (in descending order), (2) matches played (in descending order), (3) head-to-head record and, in the event a tie remains, (4) a randomly-seeded best-of-one tournament among all tied Players. The sixteen (16) top-ranked Players will each compete in a best-of-three single-elimination tournament. Alternatively, if the European New Year's Open has fewer than two hundred fifty-six (256) Players, Players will participate in a randomly-seeded best-of-three single-elimination tournament. The top four (4) finishers will qualify for the European Console Final. The full bracket will be completed.

<u>Qualifier 2 – European Chel Showdown</u>: Players will compete in the HUT team mode during the European Chel Showdown on either Console. Players must go to the designated page on Rivalgames.com at a designated date and time to participate in a 'Swiss style' competition. Players will receive a pop-up message informing such Player of his/her/their next opponent (via a gamertag). The designated home player will invite the opponent through the relevant Console. See the "Reporting" section below for more information. See the "Reporting" section below for more information. Players will be ranked during that open play period based on (1) win/loss differential (in descending order), (2) matches played (in descending order), (3) head-to-head record and, in the event a tie remains, (4) a randomly-seeded best-of-one tournament among all tied Players. The sixteen (16) top-ranked Players will each compete in a best-of-three single-elimination tournament. Alternatively, if the European Chel Shown has fewer than two hundred fifty-six (256) Players, Players will participate in a randomly-seeded best-of-three single-elimination tournament. The top four (4) finishers will qualify for the European Console Final. The full bracket will be completed.

<u>Qualifier 3 – Online Open Play</u>: Players who have not yet qualified for the European Console Final may compete in the Online Open Play period on either Console. Play will play head-to-head games against other Players from the same Region. Online Open Play will be cross-Console, though separate leaderboards are maintained by Console. Players will make a game using EA's in-game open play feature. Players may play in up to twenty-five (25) Tournament matches during the open play period. To create a game, a Player must visit the Tournament page within the NHL 24 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 that four (4)-day period based on (1) Skill Rating (which considers, among other factors, quality of opponent), (2) goal differential during Online Open Play and, in the event a tie remains, (3) a coin flip. EA will publish a continuous leaderboard. The top sixty (60) Players for each Console will advance to the European Console Final.

Please note: the rankings displayed on leaderboards during any of the open play rounds or Online Open Play 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 the European Console Final even if the leaderboard should so indicate unless and until Sponsor has verified the Player and officially announced his/her/their qualification. Intermediate Round – European Console Final: Following the conclusion all of the Qualifiers for the NHL 24 European Championship, one hundred twenty-eight (128) Players (namely, the four (4) Players from the European New Year's Open, four (4) Players from the European Chel Showdown, and one hundred twenty (120) from the Online Open Play) will be eligible to participate in a European Console Final. The Winners of the European New Year's Open and the European Chel Showdown will be randomly seeded in positions 1 - 2. Runners-up of the European New Year's Open and the European Chel Showdown will be randomly seeded in positions 5 - 6. Fourth place finishers will be randomly seeded in positions 5 - 6. Fourth place finishers will be randomly seeded in positions 7 - 8. The remaining Players will be seeded based on the ranking Online Open Play (seeding for Players with the same ranking on the leaderboard for the opposite Consoles will be randomly assigned). Players play in a single-elimination, best-of-three tournament. Players will play using their existing HUT teams. Players will make a game on nhl.com/nhl24. See the "Reporting" section below for more information.

### Final Round – European Championship:

The NHL 24 European Championship will be played among the top eight (8) Players of the European Console Final. The European Championship will begin with two (2) pods of four (4) Players competing in a best-of-one round robin. Players will be assigned to a round-robin pod based on order of seeding from the European Console Final (the highest remaining seed will be in one pod, the second highest-remaining seed in the other, and then finishers at the same round will be assigned based on seed at the European Console Final in alternating order from the lowest seed). Each round robin match will be scored as two (2) points for a win, one (1) point for an overtime loss, and zero (0) points for a regulation loss. Ties will be broken by (1) head-to head record, (2) goal differential, (3) number of total goals for, (4) fewest number of goals against, and then (5) a coin flip. The top two (2) finishers from each pod will advance to a semifinal round. The highest finisher in one pod will play the second finisher in the other. The semifinal and final rounds of the European Championship will be a best-of-three to determine the Winner of the NHL 24 European Championship NHL 24

### NHL 24 World Championship Final

The top four (4) finishers from the North American Championship and the top two (2) finishers from the European Championship will advance to the NHL 24 World Championship. The Winner from each of the North American Championship and the European Championship will receive a bye into the semifinal round. These two (2) competitors will play a best of one match to determine who is the top seed.

The remaining four (4) Players will play a best-of-one round robin. The round robin will be scored as two (2) points for a win, one (1) point for an overtime loss, and zero (0) points for a regulation loss. Ties will be broken by (1) head-to head record, (2) goal differential, (3) number of total goals for, (4) fewest number of goals against, and then (5) a coin flip. The top two (2) finishers will advance to a semifinal round. The highest finisher in one pod will play the second finisher in the other. The semifinal and final rounds of the NHL 24 World Championship Final will be a best-of-three to determine the Winner of the NHL 24 World Championship.

## Reporting

Each of the Club Championships, North American Console Final, European New Year's Open, European Chel Showdown, and the European Console Final will be administered online by Rival. Participating Players will receive an email with instructions on how and when to join the applicable event. Players must visit the designated URL to learn their opponents and game schedules. In order to compete in the applicable event, 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 disgualification. Players must self-report the results of each game on the designated game 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. All Players are required to be logged into the Tournament support channel for the duration of the applicable event. 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 compete against each other in the NHL 24 North American Championship, the NHL 24 European Championship, and the NHL 24 World 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 NHL 24 North American Championship, the NHL 24 European Championship, and the NHL 24 World Championship, if held in-person, Players must attend inperson 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 NHL All-Star Open, , North American Console Final, European New Year's Open, European Chel Showdown, and 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. 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 quarterfinal round of the NHL 24 North American Championship and to the quarterfinal round of the NHL 24 European Championship, Rival 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 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 24 North American Championship and the NHL 24 European Championship. Players will keep the same teams for the World Championship Final. Players will draft in the order in which they are seeded. 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 a customized ranking of the available NHL players, which list Rival 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 Sponsor, 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, 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 24 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.

- Game fixing, game dodging, or engaging in any behavior that otherwise constitutes cheating or disrupts the integrity of the Tournament.
- Wagering on the Tournament.
- Exploiting any bug or glitch in the NHL 24 gameplay or software.

Players acknowledge and agree to uphold the standard of conduct consistent with being a representative of the NHL at all times during their participation.

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. Players who have been disqualified from previous NHL esports tournaments for any of the reasons described above may be disqualified from the NHL 24 World Championship, in Sponsor's discretion. 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; (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 Final, NHL 24 North American Championship, NHL 24 European Championship and NHL 24 World Championship Final 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 Final, NHL 24 North American Championship and NHL 24 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 Qualifiers 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 (and if a minor, their parent/legal guardian) who has qualified for a North American Console Final or the NHL 24 North American 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 (and if a minor, their parent/legal guardian) who has qualified for a European Console Final or the NHL 24 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 Playerprovided 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 NHL 24 North American Championship, qualified for the NHL 24 European Championship or qualified for the World Championship Final 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 \$150,000 USD, plus such amounts as are set forth in Club Championship Supplemental Rules, in this Tournament, as follows:

#### Club Championship:

1<sup>st</sup> Place: \$1,000 or as set forth in the applicable Club Championship Supplemental Rules.

#### All Star Open:

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: \$500 USD

#### North American Championship:

1<sup>st</sup> Place: \$15,000 USD 2<sup>nd</sup> Place: \$4,000 USD 3<sup>rd</sup> Place: \$2,000 USD 4<sup>th</sup> Place: \$2,000 USD 5<sup>th</sup> Place: \$1,000 USD 6<sup>th</sup> Place: \$1,000 USD 7<sup>th</sup> Place: \$1,000 USD 8<sup>th</sup> Place: \$1,000 USD

### **European Championship**:

1<sup>st</sup> Place: \$15,000 USD 2<sup>nd</sup> Place: \$4,000 USD 3<sup>rd</sup> Place: \$2,000 USD 4<sup>th</sup> Place: \$2,000 USD 5<sup>th</sup> Place: \$1,000 USD 6<sup>th</sup> Place: \$1,000 USD 7<sup>th</sup> Place: \$1,000 USD 8<sup>th</sup> Place: \$1,000 USD

### European New Year's Open:

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: \$500 USD

### **European Chel Showdown:**

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: \$500 USD

#### World Championship:

1<sup>st</sup> Place: \$30,000 USD 2<sup>nd</sup> Place: \$10,000 USD 3<sup>rd</sup> Place: \$5,000 USD 4<sup>th</sup> Place: \$5,000 USD 5<sup>th</sup> Place: \$1,000 USD 6th Place: \$1,000 USD

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) and is provided hereunder a Prize with an ARV of \$600 USD or greater. Sponsor will furnish an IRS Form 1042-S to a Winner or Player who is not a United States Citizen or Resident. Such forms will be furnished to Winner or Player for the calendar 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 that providing the requested information to Sponsor within thirty (30) days of the conclusion of the Tournament is necessary to receive the Prize.

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 (and if a minor, their parent/legal guardian) 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 (and if a minor, their parent/legal guardian) 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 (and if a minor, their parent/legal guardian) 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 (and 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, (and 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 (and if a minor, their parent/legal guardian) 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 (and if a minor, their parent/legal guardian) may be required to sign the Affidavit to confirm the foregoing.

Players (and if a minor, their parent/legal guardian) 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, (and if a minor, their parent/legal guardian) 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.

To the extent that any events scheduled to be held in-person are ultimately held remotely, in Sponsor's discretion, Players 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 authorize and enable Sponsor and/or its designees to hold, host, record, use, 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 (and 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; (1) 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 (and if a minor, their parent/legal guardian) 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 (and if a minor, their parent/legal guardian) 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 Sponsor's privacy policy privacy practices, is available at https://www.nhl.com/info/privacy-policy; and EA's privacy policy is available at: privacy.ea.com.

Players (and if minors, their parent/legal guardians) 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 (and if a minor, their parent/legal guardian) 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, 2024, please email NHL Gaming (<u>nhl\_gaming@nhl.com</u>), Attn: EA SPORTS NHL 24 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 games.

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