

Fédération Internationale de Football Association (FIFA)

FIFA-Strasse 20
8044 Zurich
Switzerland

FIFAE Club Online Qualifiers 2021

Terms & Conditions

Introduction

The FIFAE Club Series 2021 (hereafter "**FeCS21**") is a standalone tournament organised under the auspices of Fédération Internationale de Football Association (FIFA) ("**FIFA**") FIFA-Strasse 20 P.O. Box 8044 Zurich Switzerland using the EA SPORTS FIFA21 game ("**FIFA21**") which shall culminate in the FIFAE Club World Cup 2021 (hereafter "**FeCWC21**") crowning one FIFA eSports club as the FIFAE Club World Cup 2021 Champion.

The FIFAE Club Online Qualifiers 2021 (hereafter "**FeCOQ21**") is the official qualification tournament stage of the FeCS21 to determine the best FIFA eSports club ("**FIFA eSports Club**") to participate in the FeCWC21 or other events as determined by FIFA.

These Terms and Conditions for the FeCOQ21 (hereafter "**FeCOQ21 Terms and Conditions**") govern the participation of FIFA eSports Clubs and Athletes in the FeCOQ21.

By registering for the FeCOQ21, all FIFA eSports Clubs accept and agree, on their behalf and on behalf of their participating Athletes, to abide and comply by these FeCOQ21 Terms and Conditions and that they shall be responsible for ensuring compliance with these FeCOQ21 Terms and Conditions by their participating Athletes (on a joint and several basis with each relevant Athlete) and by participating in the FeCOQ21 each Athlete accepts and agrees to abide by and comply with these FeCOQ21 Terms and Conditions.

FIFA is issuing these FeCOQ21 Terms and Conditions during one of the most exceptional times in recent history as a result of the global COVID-19 pandemic. Therefore, FIFA reserves the right to update these FeCOQ21 Terms and Conditions from time to time in its sole discretion. Those changes will be made to cater to potential changes in the global situation, certain governmental restrictions in some regions or limits to FIFA's capability to support and host global FIFA eSports events. Any revised version of these FeCOQ21 Terms and Conditions will be made available via www.fifa.gg.

Headings are for interpretation only and do not affect the interpretation of these FeCOQ21 Terms and Conditions.

1. Overview of the FeCOQ21

The FeCOQ21 consists of three rounds, the Pre-Qualification, the Qualification and Playoffs (as defined here below) available to participating FIFA eSports Clubs allocated in each of the following server regions: Europe (EU), North America (NA), South America (SA), East Asia (Asia), Oceania (OC), and West Asia (MEA) which shall permit FIFA to select the FIFA eSports Clubs that will compete for the FeCWC21.

The FeCOQ21 will be played by participating FIFA eSports Clubs in a unique 1v1 team format of FIFA21, on both PlayStation and Xbox (hereafter the "**Supported Platforms**"), in three different rounds:

- Two pre-qualification rounds are open to all registered FIFA eSports Clubs which want to participate to the FeCS21 and have not been verified by FIFA (hereafter the "**Pre-Qualification Round**");
- Four subsequent qualification rounds are open to i) registered FIFA eSports Clubs which have qualified from the Pre-Qualification Round, and ii) registered FIFA eSports Clubs directly seeded by FIFA for these rounds, as more particularly described in Section 5 (here-after the "**Qualification Round**"); and
- One subsequent playoffs round shall determine the best FIFA eSports Clubs within each conference which will compete in the FeCWC21, or any other alternative event used by FIFA to crown the FIFAE Club World Cup 2021 Champion (hereafter the "**Playoff Round**").

2. FeCOQ21 Rounds Calendar

- Pre-Qualification Round 1: December 3 & 4, 2020 (**Thursday & Friday**)
- Pre-Qualification Round 2: December 10 & 11, 2020 (**Thursday & Friday**)

- Qualification Round 1: December 17 & 18, 2020 (**Thursday & Friday**)
- Qualification Round 2: January 7 & 8, 2021 (**Thursday & Friday**)
- Qualification Round 3: January 14 & 15, 2021 (**Thursday & Friday**)
- Qualification Round 4: January 21 & 22, 2021 (**Thursday & Friday**)

- Playoffs: January 28, 2021 (**Thursday**)

The registration for the FeCOQ21 will be closed upon November 16, 2020, 11:59 PM CET.

FIFA reserves the rights to communicate the final format and schedule of the FeCOQ21 by no later than November 26, 2020, via FIFA.GG.

3. FIFA eSports Clubs and Athletes Eligibility

FIFA eSports Clubs Eligibility

In order to verify FIFA eSports Clubs' eligibility to participate in the FeCOQ21, FIFA will distinguish between verified FIFA eSports Clubs and non-verified FIFA eSports Clubs. FIFA reserves the right to determine the status of a FIFA eSports Club in its discretion (acting reasonably).

FIFA will proceed to the verification of FIFA eSports Clubs through a verification process. In the context of this verification process, FIFA may require FIFA eSports Clubs to provide evidence of their corporate structure. Evidence required by FIFA may include, without limitation, documents of incorporation or registration (if applicable), excerpts of commercial registration, brand registrations or licensing certificates.

FIFA eSports Clubs must not (i) be the subject of any U.S. sanctions and/or embargoes which prohibit or restrict use of FIFA21 by that FIFA eSports Club (and/or any of its players, officials or other representatives); or (ii) be formed, incorporated and/or located in any country in which the use of FIFA21 is restricted by any such U.S. sanctions and/or embargoes.

The name of each FIFA eSports Club that wishes to participate in the FeCOQ21 (and any other moniker used by such FIFA eSports club) must comply with the following requirements with respect to the FeCOQ21 (the “**Naming Requirements**”):

- o The inclusion of the name, branding or other intellectual property of any third party in the club name of any FIFA eSports Club is at FIFA’s sole discretion and FIFA reserves the right to require any FIFA eSports Club to compete under a neutral and commercially unbranded name/logo in its discretion at any time.
- o FIFA eSports Clubs are strictly prohibited from using FIFA or any FIFA's intellectual property rights in their FIFA eSports Club name for the FeCOQ21; and
- o The name chosen by FIFA eSports Clubs must be original and distinct from other FIFA eSports Club names and must not be deemed vulgar by FIFA and its affiliates. Names must not infringe on a third party's intellectual property, privacy or publicity rights, or violate the law. In the event of two or more FIFA eSports Clubs registering for the FeCOQ21 with the same name, FIFA reserves the right to require any and/or all relevant FIFA eSports Clubs to register under a new name in its discretion (provided that FIFA shall consider any reasonable representations of the relevant FIFA eSports Clubs in this regard).

The FIFA eSports Clubs that comply with the requirements in this Section shall hereafter be referred to as “**Eligible Clubs**”.

Athletes Eligibility

When selecting the Athletes that will compete in the FeCOQ21, Eligible Clubs shall further ensure that the Athletes have accepted these FeCOQ21 Terms and Conditions and comply at all times with the following requirements:

- o To have registered on FIFA.GG and created their official Athlete account;
- o To be (i) at least 16 years old at the date of registration on FIFA.GG or (ii) above the minimum age needed to have a full (not underage) EA account in their country of residence;
- o To be a resident of one of the eligible countries/territories listed in Appendix 1;
- o To own or have access to FIFA21 and its online features on a Supported Platform;
- o To create a valid Gamertag on PSN ID / Xbox ID and have it connected to their valid FIFA.GG account;

Athletes are required to comply with the above requirements at all times during their participation in the FeCOQ21.

It is understood that Athletes may be required by FIFA to provide proof of residency in an eligible country/region to compete in the FeCOQ21. The sufficiency of any such evidence or documentation will be determined by FIFA (or its agent) in its sole discretion.

Each Athlete may be required to modify its Gamertag if determined by FIFA in its sole discretion, (for example, where such Gamertag is inappropriate, offensive or violates any third party right).

Employees of FIFA, EA and their respective affiliates, subsidiaries, representatives, advertising, promotion and publicity agencies, and the immediate family members or persons living in the same household of such individuals are not eligible to participate in the FeCOQ21.

The Athletes that comply with these eligibility requirements shall hereafter be referred to as “**Eligible Athletes**”.

4. FIFA eSports Clubs Registration and Ranking

FIFA eSports Clubs Registration

Each Eligible Club that wishes to participate in the FeCOQ21 (hereafter the “**Participating Club**”) shall register for the FeCOQ21 as follows:

- It shall create an official FIFA eSports Club account on FIFA.GG;
- It shall register at least two representing Eligible Athletes on FIFA.GG and associate their profiles with their Participating Club (such Athletes hereafter being “**Participating Club Athletes**”). Each Participating Club shall ensure that such Participating Club Athletes shall not represent any other FIFA eSports Club throughout the FeCS 2021;
- It shall nominate a minimum of 2 and a maximum of 4 Participating Club Athletes to the active roster for the entire duration of the FeCOQ21. Before each qualifying-week the Participating Club shall select one Participating Club Athletes, for each Supported Platform, to represent the Participating Club during the Game. The Participating Club Athletes shall not be substituted within a qualifying-week and have to play on their nominated console for the entire qualifying-week. All nominated Athletes need to be competing from the same server region, as defined in Appendix 1;
- It shall sign-up for the FeCOQ21 via FIFA.GG;

A Participating Club is expected to confirm on FIFA.GG the information provided on the FeCOQ21 on a daily basis until the conclusion of the FeCOQ21.

FIFAE Club Ranking

In order to give all Participating Clubs in the FeCOQ21 and potentially pursuing events a meaningful ranking system, FIFA has created the FIFAE Club Ranking System or “FeCRS”.

This system is inaugurated for all Participating Clubs to rank the progression and current ability of their program against other active Participating Clubs. The ranking system will be determined by FIFA and take into account current and previous team performances, in accordance with the meaningfulness of the competition during which the performance was made (as determined by FIFA). Also, signing ranked Athletes, having performed exceptionally in individual competitions of the EA SPORTS FIFA Global Series might award a Participating Club additional FIFAE Club Ranking points. FIFA reserves the right to vary the methodology used to determine each Participating Club ranking.

The rankings might be communicated by FIFA from time-to-time and will be displayed on FIFA.GG.

Participating Clubs that have been verified by FIFA can have an FeCRS obtained through one of the following ways:

- The Participating Club has actively participated in one FIFA eSports Club competition in the last three years. FIFAE Club ranking points are awarded based on a club's performance within the competition.
- The Participating Club has signed ranked Athletes, who award additional FIFAE Club ranking points, based on their individual performance in previous EA SPORTS FIFA Global Series seasons, as determined by FIFA.

The ranking is used by FIFA for seeding FIFAE Club Qualification Round and FIFAE Club Playoffs, as well as other purposes as determined by FIFA at its discretion.

5. FeCOQ21 Format

The below format is to be finalized upon completion of the registration period. The exact format, the number of qualifying weeks and allocation of seats to the FeCOQ21 per server region might be altered by FIFA to most appropriately fit and reflect the number of Participating Clubs within each server region.

Definitions

- Admins – The individuals appointed by FIFA in charge of the overall operation of the FeCOQ21
- Conferences – a closed tournament structure consisting of multiple Divisions
- Division – a group of Participating Clubs of similar competitiveness as determined by FIFA
- Bracket - Teams qualifying from the same Division are placed in a double-elimination bracket
- Qualifying-week – One complete cycle of a Bracket
- Matchup – the face-off between two Participating Clubs over multiple games
- Game or Leg - 1 single game of play in FIFA21 played by one Participating Club Athlete in a team
- FIFA Ultimate Team – A game mode within FIFA21

Pre-Qualification Round – Format

Participating Clubs which have not been verified by FIFA can compete in the Pre-Qualification Round, to become qualified for the Qualification Round. The number of Participating Clubs being able to compete in the Pre-Qualification Round per server region may be limited. The number of available seats for the Qualification Round is determined by the number of registrations of Participating Clubs verified by FIFA and may be limited, as determined by FIFA at its discretion.

Pre-Qualification Round – Schedule

- Registration stage
 - The registration to the Pre-Qualification Round will be closed upon  November 16, 2020, 11:59 PM CET.
- Seeding stage
 - The exact format, schedule and tournament format will be announced by November 26, 2020.
- Check-in & Technical check
 - FIFA might require all Participating Clubs to take part in a check-in process. The exact date of this check-in will be communicated via FIFA.GG.
 - Participating Clubs missing the check-in, without prior communication with FIFA might be eliminated from the FeCOQ21.
- The selection of the Participating Club Athlete must be submitted by Participating Clubs the Tuesday of the active Qualifying-week via FIFA.gg.
- Group Stage
 - The exact schedule of matches will depend on the number of registrations of Participating Clubs,
 - Exact starting times and time zones will be announced once the seeding has been completed
 - Pre-Qualification Round 1: December 3 & 4 2020 **(Thursday & Friday)**
 - Pre-Qualification Round 2: December 10 & 11 2020 **(Thursday & Friday)**
- Participating Club Athletes named first must report the final match score by the end of their current Round on FIFA.GG.

Qualification Round – Format

Participating Clubs which have been verified by FIFA will directly be seeded in the Qualification Round. The best Participating Clubs which have been part of the Pre-Qualification Round will further be seeded in the Qualification Round.

- Based on the number of registrations per server region, Participating Clubs will be allocated in one or multiple Conferences. One Conference might consist of multiple Divisions;
 - In each Division Participating Clubs will play in a double-elimination format with a maximum of eight (8) Participating Clubs
- After one Qualifying-week of the double-elimination Bracket, Participating Clubs will be promoted, relegated, or maintained within their Conference based on the following exemplary matrix:
 - Division 1
 - 1st – 6th: Maintain
 - 7th – 8th: Relegated
 - Division 2
 - 1st – 2nd: Promoted
 - 3rd – 6th: Maintain
 - 7th – 8th: Relegated
 - Division 3
 - 1st – 2nd: Promoted
 - 3rd – 8th: Maintain
- Participating Clubs will be seeded within their Division each week based on their consistency ranking, as calculated below.
- Teams will play one full elimination Bracket per Qualifying-week
 - Not all rounds may be required, depending on the number of registrations
- Each Match-up of the FeCOQ21 consists of three Games, starting with one being one Xbox game and one PlayStation game in randomized order or simultaneously. The three Games are being played in best of three format (BO3) requiring a clear winner after the end of each Game. If each Participating Club wins one Game from the first two Games, a decisive third Game will determine the winner on a randomized platform.
- Game on either console must be played over a total of 90 in-game minutes + added time. If the Game is tied after the regular time, the Game continues with Extra Time and Penalties, until a winner has been found.
- Participating Clubs may play up to 4 Qualifying-weeks of double eliminations throughout the online qualification period. The best Participating Clubs will be determined based on one of the following mechanics:
 - The most consistent Participating Clubs throughout all Qualifying-weeks of the Conference (most consistency points)
 - The last standing Participating Clubs in the previous online Qualifying-week
- Teams from lower divisions will become excluded once they will no longer have the chance to be promoted to Division 1 until the end of the qualification period
- Where needed FIFA might require an additional Playoff Round amongst the best four Participating Clubs within one Conference to determine the advancing Participating Clubs to the FIFAE Club World Cup 2021 or any other competition as determined by FIFA.

- FeCOQ21 Consistency Ranking points are awarded based on the finishing position of a club within the Bracket per week.
 - Winner: 15 points
 - Runner-up: 12 points
 - 3rd Place: 10 points
 - 4th Place: 8 points
 - 5th Place: 6 points
 - 6th Place: 6 points
 - 7th Place: 4 points
 - 8th Place: 4 points
- Based on a completed division after each week, a multiplication factor is added to the consistency points for each club in the Division. The multiplication factors being:
 - Division 1: Factor 20x
 - Division 2: Factor 10x
 - Division 3: Factor 5x
- In the event of the consistency ranking being equal at the end of the qualification period, the Admin might require additional Games with the remaining tied teams to determine a final ranking

Qualification Round – Schedule

- Registration stage
 - The registration to the Qualification Round will be closed upon November 16, 2020, 11:59 PM CET
- Seeding stage
 - The initial divisions and seeds will be announced by November 26, 2020
- The selection of Participating Club Athletes must be submitted by Participating Clubs the Tuesday of the active Qualifying-week via FIFA.gg.
- Group Stage
 - Matches will be scheduled to take place each Round from 6:30 PM to 11:30 PM local time (may vary based on time zone)
 - Exact starting times and time zones will be announced once the seeding has been completed
 - Qualification Round 1: December 17 & 18 2020 (**Thursday & Friday**)
 - Qualification Round 2: January 7 & 8 2021 (**Thursday & Friday**)
 - Qualification Round 3: January 14 & 15 2021 (**Thursday & Friday**)
 - Qualification Round 4: January 21 & 22 2021 (**Thursday & Friday**)
 - Optional FIFAE Club Playoffs:
 - Club Playoffs: January 28 (**Thursday**)
 - Each Round (the required matchup) of the Bracket must be completed within the dedicated timeframe or as communicated by FIFA:
 - Winners-Bracket Round 1: Thursday, 6:30 – 7:45pm
 - Winners-Bracket Round 2: Thursday, 7:45 – 9:00pm
 - Losers-Bracket Round 1: Thursday, 7:45 – 9:00pm
 - Losers-Bracket Round 2: Thursday, 9:00 – 10:15pm
 - Winners-Bracket Round 3: Friday, 6:30 – 7:45pm
 - Losers-Bracket Round 3: Friday, 6:30 – 7:45pm
 - Losers-Bracket Round 4: Friday, 7:45 – 9:00pm
 - Winners/Losers-Bracket Round 5: Friday, 9:00 – 10:15pm
 - Winners/Losers-Bracket Round 6: Friday, 10:15 – 11:30pm
- Participating Club Athletes named first must report the final match score by the end of their current Round on FIFA.GG.

- If a Match is failed to be reported by the deadline above, the Participating Club Athletes will receive a formal warning. On the second offence, the Participating Club Athlete in violation of this rule can be sanctioned by FIFA.

Preparation

- Participating Club Athletes must play their opponent through FIFA Ultimate Team or another game-mode, as communicated by FIFA
- Participating Club Athletes will need to add each other as friends on PSN or XBL, and it may take a few minutes for their friend list to update and show up in their in-game friends' section
 - Restarting the Game can help refresh their in-game friends' section
- All games will use (FUT) Friendlies default settings, including
 - Half Length: 6 Minutes
 - Stadium: FeWC Stadium
 - Tactical Defending Required
 - Pause Rules governed by in-game mechanics
 - Trainer must be turned off
- If the Participating Club Athletes have the opportunity to choose the server connecting them, they shall use the following default server locations per region, unless both Participating Club Athletes agree upon on another connection type within the FIFA.GG match chat.
 - Europe: Frankfurt
 - North America: Dallas
 - South America: Peer-to-peer
 - East Asia: Hong Kong
 - West Asia: Dubai
 - Oceania: Sydney
- Participating Club Athletes must be active in FIFA.GG match chat and ready to play 10 minutes before their scheduled timeslot. If an opponent has not arrived within 10 minutes of the scheduled time, Participating Club Athletes are required to contact an Admin on the match page and report the delay.

Communication

- Participating Club Athletes are required to be available on the competition chat platform available on FIFA.GG throughout the FeCOQ21, or the relevant Round as applicable, so that they are easily reachable by Admin,
- Participating Club Athletes communication outside of the competition platform on FIFA.GG might not be considered for purposes of administrative decision making. Admins do not have access to any social channels such as Twitter and messages sent via those channels will not be reviewed as part of administrative decisions,
- Participating Club Athletes must message their opponent both on FIFA.GG and their game console to set up their match.

6. FeCOQ21 Game Rules

The Participating Clubs shall ensure that the Participating Club Athletes comply, for the whole duration of the FeCOQ21, with the game rules set out in this Section 6. Failure of the Participating Clubs and/or the Participating Club Athletes to comply with these rules may lead FIFA to apply the sanctions as set forth in Section 8.

Squad Building Requirements

- The in-game squad of any Participating Club Athlete must adhere to the following squad-restrictions or as otherwise communicated by FIFA
 - The squad's overall rating must be 84 or lower as calculated and shown in-game at the start of the match
 - The squad can include up to a maximum of 2 ICONs total, including subs
 - All Participating players in the squad, including the Subs, must have an overall rating of at least 75 each
 - Subs cannot have an overall rating above 88
 - Loan players in-game are strictly prohibited.
 - All FIFA Pro items (99 rated items given to Football Professionals in their own likeness) are strictly prohibited
- Participating Club Athletes are responsible for ensuring that the opponent's squad meets the requirements. If the opposing team does not meet the requirements, Participating Club Athletes are required to contact an Admin on the match page before the start of the Game.

Squad building requirements will be updated simultaneously as the FeCOQ21 progresses.

Competition support

- Every Game must be recorded by the Participating Club Athletes from the moment of the invite using the built-in recording functions on the Supported Platforms to be used in case of a dispute. Footage must be saved by Participating Club Athletes until the end of the FeCOQ21.
 - PS4 - Double Click the Share button at the beginning of the Game and again at the end to record the Game
 - XB1 - Press the Xbox Button, press the view button then choose Record from now, depending on the settings chosen each half of the Game may need to be recorded separately.
- Participating Club Athletes must also screenshot the final score screen of each individual Game. The result and screenshot of the final score must be uploaded into the competition tool before starting the next Game. It is prohibited to start the next Game without having recorded a screenshot and the result of the previous Game in the competition tool.
- Use the "request support from admin" button on the match page in the case of any issue that requires an Admin.
- If the opponent is breaking a rule set above, the Participating Club Athlete must immediately contact an Admin. It is the Participating Club Athletes responsibility to verify that the Game settings are correct, they do not have loan players.
- If a Game is played beyond the 1st half with incorrect settings before an Admin is called, then the game score will stand.
- If a Participating Athlete is found breaking the rules above the Admin can impose any, but not limited to, any sanction listed in Section 8 of these FeCOQ21 Terms and Conditions.

Connection Issues

- In the case of connection issues, Participating Club Athletes will have at maximum 20 minutes to connect to their opponent and begin playing.
- Any failed attempts need to be documented via video or screenshots, and the problem needs to be raised immediately with the tournament admins
- Participating Club Athletes who experience connection issues when starting a lobby should swap who invites

- If neither Athlete can successfully invite the other, Participating Club Athletes must contact Admin via the competition chat platform immediately and BOTH Participating Club Athletes must restart their internet modem, router (if connected) and console and then attempt again
- If after 20 minutes Participating Club Athletes cannot get connected, then Admins will determine the next steps
- Participating Club Athletes who continuously have connection issues will be escalated to the tournament operators for review

Glitches, Cheating & Manipulation

- Any attempt to cause or abuse a glitch in the Game in order to gain an advantage is prohibited
- Any use of cheat software in order to gain an advantage is prohibited
- Manipulating scores or fixing the result of a Game in order to assist other Participating Club Athletes with their ranking is prohibited

Behaviour

The Participating Club Athlete and each member of the Participating Club, including coaches and staff members must behave in an appropriate manner throughout the entire duration of the FeCOQ21. The following behaviour is expressly prohibited in all FIFA's communication channels, including social networks:

- Insulting and/or aggressive behaviour;
- Not following instructions of Admin;
- Excessive arguing with Admin (attempt to overrule or influence decision making);
- Offending opponents;
- Threaten other Participating Club Athletes;
- Not being available for the tournament management or only too late;
- The use of drugs and alcohol or any other performance enhancing substance;
- Gambling and betting on the outcome of any element of the FeCS21;
- Incorrect declaration of personal information;
- Equipment/transmission/internet manipulation; and/or,
- Non-tournament related promotional activities.

7. Participating Club Prizes & Other competitions

Prizes

The FeCOQ21 includes a prize pool of 100,000 USD which shall be distributed among the Participating Clubs based on their performance at the FeCOQ21. The final allocation that will be communicated by FIFA on FIFA.GG after completion of the registration period.

Other competitions

Participating Clubs participating at the FeCOQ21 may automatically qualify for other FIFA competitions comprising the FeCOQ21 based on their performance. FIFA will notify those Participating Clubs in due course about any other competition they might be qualified for.

8. General provisions

Streaming of the Game

In the event that any Participating Club or any Participating Club Athlete wishes to publicly distribute any visual and/or audio-visual coverage of any Game (“**Game Coverage**”), it only do so via the following FIFA approved platforms (“**Approved Platforms**”): YouTube (www.youtube.com), Twitch (www.twitch.tv) and Facebook (www.facebook.com).

Before any production of any Game Coverage, Participating Clubs and/or Participating Club Athletes shall inform FIFA of: (i) its intention to make Game Coverage available; and (ii) the Approved Platform(s) on which such Game Coverage will be made available.

FIFA reserves the right to update the list of Approved Platforms from time to time and/or require the Participating Clubs and/or the Participating Club Athlete to stream according to other requirements set forth by FIFA.

Any Participating Club or any Participating Club Athlete producing Game Coverage hereby grants to FIFA the royalty free, non-exclusive, worldwide, perpetual, sub-licensable right to broadcast, transmit and/or otherwise make available (and/or sub-license the right to broadcast, transmit and/or otherwise make available): (i) all Game Coverage made available by or on behalf of such Participating Club and/or any relevant Participating Club Athlete; and (ii) any footage, recordings and/or imagery (including still imagery) of the FeCOQ21 (including any Game) captured by or on behalf of FIFA howsoever arising; in each case, via any platform and/or media at any time. For the avoidance of doubt, any Game Coverage and/or other footage, recording and/or imagery which is (in each case) broadcast, transmitted and/or made available pursuant to this Section 8 may be broadcast, transmitted and/or made available on a standalone basis and/or as part of other programming and on an unlimited number of occasions. The parties agree that no additional license shall be required for the use of any Game Coverage or other footage, recordings and/or imagery in accordance with the foregoing, and that no fees or costs shall be payable for such use. Each Participating Club and Participating Athlete shall take all necessary steps (and execute any documents reasonably necessary) to procure that FIFA and its sub-licensees are able to freely enjoy such rights.

Commercial and intellectual property rights

For the purposes of this Section:

“**FeCOQ21 Marks**” means the official name “FIFAE Club Online Qualifiers 2021” and/or any other official marks, visual assets, symbol, emblem, logo, slogan, mark or designation associated with the FeCOQ21 (including any official emblem, mascot and/or trophy).

“**FIFA Intellectual Property Rights**” means all intellectual property and other proprietary rights of whatsoever nature, howsoever arising and in whatever media, whether or not registered or capable of registration, including trademarks, service marks, trade names, trade dress, registered designs, copyrights, moral rights, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof and goodwill throughout the world.

“**Marketing Rights**” means, in any and all media, any and all advertising rights, promotional rights, rights of endorsement, rights of association, premium and giveaway rights, marketing rights, merchandising and licensing rights, concession rights, sponsorship rights, hospitality rights, travel and tourism rights, ticketing rights, accommodation rights, publishing rights, betting/gaming rights, retail and merchandising rights, music rights and any other rights and/or associated commercial opportunities relating to the FeCOQ21 to the extent that such rights are not Media Rights.

“Media Rights” means the right to report upon, record, transmit or otherwise exploit any still or moving visual-only images, any audio-only material, any audio-visual material, any text and any data by any means whatsoever (whether now known or hereafter devised, developed or invented), any aspect or element of the FeCOQ21 taking place within any site on a live and/or delayed basis in any media and by any means of delivery whether now known (including successor technologies) or hereafter invented. The Media Rights include the right to record, create and exploit the official film of the FeCOQ21 and/or similar audio-visual products and programming.

“Participating Club Marks” means any symbol, emblem, logo, slogan, mark or designation which is owned by the Participating Club, including any foreign translation and any permutation thereof, whether registered or capable of registration.

“Playing Apparel” means any official apparel worn by the relevant Participating Club and/or Participating Athlete during and/or in connection with the FeCOQ21 (such as uniforms, tracksuits or jerseys).

Ownership on Media Rights, Marketing Rights and FeCOQ21 Marks

FIFA solely owns and has the exclusive right to exploit on a worldwide basis all commercial rights (including any Marketing and Media rights) and all other rights and opportunities (whether currently existing or created in the future) to the FeCOQ21 as the founder of the FeCOQ21 and the world governing body of association football as well as based on FIFA’s organisational, logistical and financial contributions, roles and responsibilities in relation to the FeCOQ21.

FIFA is, and remains the sole owner of all of the FeCOQ21 Marks, and retains the sole right to, on a global basis, develop any marks, logos and symbols for and/or in connection with the FeCOQ21.

Save as expressly set out in these FeCOQ21 Terms and Conditions, no Participating Club or Participating Clubs Athlete is entitled to directly or indirectly exploit or in any manner use any Media Rights, Marketing Rights, Intellectual Property Rights of FIFA (including without limitation any image or other reproduction of the FIFA World Cup trophy and/or any other FIFA trophy), and/or any other commercial or other rights and opportunities whether currently existing or created in the future.

The Participating Clubs shall not challenge by any means FIFA’s ownership of any Media Rights, Marketing Rights, Intellectual Property Rights and all other commercial or other rights and opportunities (including any title and interest in, and to, the FeCOQ21 or the respective part thereof) whether currently existing or created in the future.

Each Participating Club undertakes not to oppose, and to ensure that none of the Participating Club Athlete or contracted third parties oppose, any of the trademark or copyright applications filed by FIFA, or other affiliates authorised by FIFA, nominees or licensees in respect of the FeCOQ21 Marks, or seek to cancel any such registrations held by FIFA. No Participating Club or Participating Club Athlete may in any way challenge, or apply for any copyright, trademark or patent protection, or domain name registration in respect of the FeCOQ21 Marks which would adversely affect FIFA’s proprietary interests in the FeCOQ21 Marks.

Participating Clubs are fully responsible for the full compliance with these provisions of all of the Participating Clubs Athletes and any third party member of the Participating Clubs.

Transfer of Rights of Participating Clubs and Participating Club Athletes

Participating Club Marks

Subject to the terms and conditions set forth below, each Participating Club hereby assigns to FIFA the right to use and/or the right to sub-license the right to use, in perpetuity and free of any charge, any Participating Club Marks as well as the visual representations of any relevant Playing Apparel.

FIFA's right to use and/or sub-license such Participating Club Marks and the visual representations of any relevant Playing Apparel shall be exclusive in respect of, or in connection with, the filming, recording and broadcasting of the FeCOQ21 in any media.

FIFA's right to use and/or sub-license such Participating Club Marks and the visual representations of any relevant Playing Apparel shall be non-exclusive in respect of all other uses, whether it be in connection with the promotion of the FeCOQ21, or use in electronic or print publications, electronic software games, media-related products and services, merchandising, philatelic and numismatic products or otherwise.

In any case, FIFA shall not apply any variations of modifications to the official version of the Participating Club Marks as determined by each Participating Club and shall not use any Participating Club Marks in any manner which:

- i) would imply that any Participating Club endorses a product or brand of any commercial entity, including any commercial affiliate of FIFA;
- ii) is deceptive or misleading;
- iii) compromises or reflects unfavourably upon the good name, goodwill, reputation, political or religious impartiality and image of the Participating Club; or
- iv) might jeopardise or limit the Participating Club's proprietary interests with the Participating Club Mark.

With the sole exception of the usage by FIFA of the Participating Club Marks for mere editorial purposes in any form, FIFA shall

- i) not use the Participating Club Marks on a stand-alone basis, and must always use any Participating Club Marks with either the marks/logos of a minimum of three (3) other Participating Club Marks or a FeCOQ21 Mark; and
- ii) ensure that no single Participating Club Mark receives prominence over any other Participating Club Mark on any single item of merchandise or promotional material.

Participating Club Athletes

Each Participating Club shall secure written confirmation (based on a template document prepared by FIFA if required by FIFA) from each Participating Athlete of FIFA's right to use and/or FIFA's right to sub-license the right to use, in perpetuity and free of any charge, any of their records, names, photographs, images (including any still and moving representation thereof) and data, which may appear or be generated in connection with the participation of the Participating Athletes in any stage of FeCOQ21 (including, photographs which have been uploaded by Participating Athletes on FIFA.GG or have been provided to FIFA by Participating Athletes through different communication channels and photographs of Participating Athletes taken or uploaded for accreditation purposes and any match-related data). FIFA may not use the Participating Athletes' records, names, photographs, images (including any still and moving representation thereof) and/or data in any manner which would imply that any Participating Club and/or relevant Participating Athlete endorses the products or brands of any commercial entity, including any commercial affiliate of FIFA.

FIFA's right to use and/or sub-license such records, names, photographs, images and data shall be exclusive in respect of, or in connection with, the filming, recording and broadcasting of the FeCOQ21 or any official media product relating to the FeCOQ21 or to FIFA (e.g. the Official FIFA Film etc.) in any media.

FIFA's right to use and/or sub-license such records, names, photographs, images and data shall be non-exclusive in respect of all other uses, whether it be in connection with the promotion of the FeCOQ21, any editorial use in any media, irrespective of the transmission form (including, without limitation, electronic or print publications, television feeds, broadband and mobile feeds, giant screen presentations, downloadable images), electronic software games, media-related products and services, merchandising, philatelic and numismatic products or otherwise, promotion of the media products and programming, save that FIFA may not exercise any such rights in any manner which would imply that any Participating Athlete endorses the products or brands of any commercial entity, including any commercial affiliate of FIFA.

Upon request by FIFA, the relevant Participating Club or Participating Club Athlete agrees to execute, free of charge and at their own costs, in a timely manner and in compliance with any instructions given by FIFA any and all clearances or other documents as may be required by any local, regional, national or other laws, regulations, directives or judicial acts applicable to effect such assignment, transfer and waiver of such rights to FIFA and to enable the free and unfettered, direct or indirect, exploitation of any and all Media Rights, Marketing Rights, Intellectual Property Rights and other present or future commercial and other rights and opportunities by FIFA.

Promotional Rights of Participating Clubs and Participating Club Athletes

Participating Club Athletes and Participating Clubs shall not carry out or facilitate any commercial or marketing activities whatsoever with respect to the FeCOQ21 without the prior written consent of FIFA.

Without prejudice to the foregoing, Participating Club and Participating Club Athletes are entitled to grant promotional rights to third parties in connection with their Games, subject to these FeCOQ21 Terms and Conditions and provided always that:

- i) the scope of such rights is reasonable and does not materially detract from the viewing experience of any Game;
- ii) the grant and exercise of such promotional rights shall comply with all applicable laws at all times;
- iii) in no circumstances shall the exercise of any such promotional rights shall create any association (whether direct or indirect) between any third party (including, for the avoidance of doubt, any sponsor of any Participating Club and Participating Club Athlete) and FIFA and/or the FeCOQ21 (in whole and/or part); and
- iv) such promotional rights must not be used to sell or promote any products and/or services related to any of the following:
 - Gambling (including any gambling website)
 - Alcohol, tobacco, and/or non-"over-the-counter" drugs
 - FIFA Ultimate Team Coin promoting or selling websites or companies
 - Unauthorized game key selling websites or companies
 - High fat or sugar foods and drinks
 - Firearms or any type of weapons
 - Pornographic or adult material
 - Products or services from direct competitors of EA, its partners, and/or any subsidiary brand
 - Any other products or services reasonably required by FIFA from time to time (including any products or services that are inconsistent with the applicable age rating of FIFA21 or that are inappropriate or offensive).

Participating Club and Participating Club Athletes shall promptly provide reasonable details of any promotional rights granted to any third party to FIFA upon request. For the avoidance of doubt, no rights may be granted in respect of FeCWC21.

The list is illustrative and non-exhaustive. FIFA reserves the right to add or remove any product or service from the list at any time without notice.

Conduct contrary to the integrity

- All Participating Clubs entourage shall refrain themselves and the Participating Club Athletes from engaging in conduct contrary to the integrity and sporting ethics of the FeCOQ21 in accordance with the FIFA Disciplinary Code, the FIFA Code of Ethics and the FIFA Code of Conduct.
- If any Participating Club Athlete and/or Participating Clubs entourage is found unlawfully influencing or attempting to unlawfully influence the result, progress or any other aspect of any match of the FeCOQ21 in a manner contrary to integrity and sporting ethics the club shall be immediately disqualified.
- All Participating Clubs Athletes and/or Participating Clubs entourage coaches shall refrain from entering, directly or indirectly, in any betting-related activity in relation to the result, progress, conduct or any other aspect of any match of the FeCOQ21 in accordance with the applicable FIFA regulations.
- All Participating Clubs Athletes and/or Participating Clubs entourage must refrain from using and/or disclosing any inside information related to the FeCOQ21 for betting purposes contrary to integrity and sporting ethics.
- In the event any Participating Clubs Athletes and/or Participating Clubs entourage is approached by any person who offers, promises or provides any type of personal or undue pecuniary or other advantages, including but not limited to money, benefits or gifts for the Participating Clubs Athletes and/or Participating Clubs entourage to (i) unlawfully influence the result, progress or any other aspect of any match of the FeCOQ21, or (ii) provide inside information, it shall be the Participating Clubs Athletes and/or Participating Clubs entourage obligation to immediately report such incident to the FIFA Integrity Department.
- For such purposes, all Participating Clubs Athletes and/or Participating Clubs entourage have available the following reporting mechanisms to comply with their duty to report any integrity incident as well as any other matter contrary to sporting ethics:
 - Confidential reporting mechanism: <https://www.bkms-system.net/FIFA>;
 - Email: integrity@fifa.org; and
 - FIFA Integrity app (App Store and Google play).

Sanctions

Violation of these FeCOQ21 Terms and Conditions (or any part thereof) by any Participating Club or any Participating Club Athlete may, at FIFA's discretion, result in one or more sanction(s) against such Participating Club and/or any Participating Club Athletes as determined by FIFA acting reasonably.

The sanctions against Participating Clubs and/or Participating Club Athletes may include, but are not limited to:

- Warning(s);
- Forfeiture of a single Game;
- Forfeiture of all Games;
- Loss of awards (including prize money);
- Loss of FIFAe Club Ranking points;
- Exclusion of any Participating Club Athlete from its Participating Club;
- Suspension from FeCS21;

- Disqualification from the FeCS21 or any other FIFA competition in the future.
- Loss of winner status of the Participating Club.

If any Game or result is forfeited or otherwise impacted as a result of a sanction imposed by FIFA arising out of a breach of their FeCOQ21 then FIFA reserves the right to determine whether any relevant Game(s) is/are replayed and/or to determine the result of such Game (including any relevant score if applicable).

FIFA also reserves the right to determine the consequences on the FeCOQ21 of the disqualification, suspension and/or expulsion of any Participating Club and/or Participating Club Athlete in its discretion.

Indemnity

Each Participating Club (and, if required by FIFA, any Participating Club Athlete) shall indemnify, defend and hold FIFA and its affiliates, as well as their officers, employees, representatives, and agents harmless against any and all liabilities, obligations, losses, damages, actions, fines and expenses (including reasonable legal expenses) resulting from, arising out of, or attributable to any breach or alleged breach of these FeCOQ21 Terms and Conditions by Participating Clubs or the Participating Clubs Athletes or any other Participating Club member (or, in the case of indemnification by any Participating Club Athlete, any breach or alleged breach of these FeCOQ21 Terms and Conditions by that Participating Club Athlete).

Anti-corruption and bribery

Participating Clubs and Participating Club Athletes acknowledge that giving and taking bribes can lead to criminal proceedings, amongst others in accordance with art. 4a of the Swiss Federal Law on Unfair Competition (art. 102 of the Swiss Criminal Code) and art. 322octies and art. 322novies of the Swiss Criminal Code and any other applicable anti-bribery or anti-corruption legislation.

Governing Law and Jurisdiction

These FeCOQ21 Terms and Conditions shall be governed by and interpreted in accordance with the laws of Switzerland, the Vienna Convention on the International Sale of Goods being excluded. All disputes in connection with these FeCOQ21 Terms and Conditions, including disputes as to its conclusion, binding effect, amendment and termination, are to be promptly settled between the parties by negotiation. If no solution can be reached, such disputes shall be exclusively resolved by ordinary courts of law in Zurich, Switzerland or (if required by FIFA) by an arbitral tribunal consisting of one (1) arbitrator under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. The seat of the arbitration shall be Zurich, Switzerland and the language of the proceedings shall be English. For the avoidance of any doubt, any determination made by the arbitral tribunal shall be final and binding on the parties.

APPENDIX 1 – Eligibility List

This list of countries is subject to changes or modifications provided by FIFA at any moment and for any reason.

<i>Europe</i>	<i>North America</i>	<i>South America</i>	<i>Middle East & Africa</i>	<i>Oceania</i>	<i>Asia</i>
Austria	Canada (including Quebec)	Argentina	India	Australia	China
Belgium		Brazil	Kuwait	New Zealand	Hong Kong
Bulgaria	Mexico	Chile	Qatar		Macau
Croatia	United States of America	Colombia	Saudi Arabia		Indonesia
Czech Republic		Ecuador	United Arab Emirates		Japan
Denmark		Netherlands	South Africa		Malaysia
England		Antilles			Philippines
Estonia		Paraguay			Singapore
Egypt		Peru			South Korea
Finland		Puerto Rico			Taiwan
France		Uruguay			Thailand
Germany					Vietnam
Great Britain					
Greece					
Hungary					
Iceland					
Ireland					
Israel					
Italy					
Luxembourg					
Malta					
Netherlands					
Northern Ireland					
Norway					
Poland					
Portugal					
Romania					
Russian Federation					
Scotland					
Slovakia					
Spain					
Sweden					
Switzerland					
Turkey					
Ukraine (excluding Crimea region)					
United Kingdom					
Wales					