

EA SPORTS NHL 23 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 23 World Championship™ (the “**Tournament**”) is an esports tournament for players of the EA SPORTS™ NHL® 23 video game using the (i) Xbox One, (ii) Xbox Series X, (iii) PlayStation 4, or (iv) PlayStation 5 consoles (each, a “**Console**”). Xbox One and the PlayStation 4 are the “**Generation 4 Consoles**,” and Xbox Series X and PlayStation 5 are the “**Generation 5 Consoles**.” 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 23 North American Championship**,” the tournament for Players from the European Region is the “**NHL 23 European Championship**,” and the final event of the Tournament is the “**NHL 23 World Championship Final**.” Each of the NHL 23 North American Championship and the NHL 23 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 23 North American Championship and the NHL 23 European Championship. Those four (4) Players will in turn compete in the NHL 23 World Championship Final to determine the overall Winner of the Tournament, as follows:

NHL 23 North American Championship

- Qualifier 1: A series of thirty-two (32) “**Club Championships**,” each affiliated with an NHL Club (as defined below) and each played on – and determining a winner for – a single Console to 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 from each Console participate in a bracket tournament from which the top finisher from each Console bracket qualifies for the North American Console Final.
- Qualifier 3: An “**NHL Stadium Series Open**” consisting of an open play period, following which the sixteen (16) top-ranked Players from each Console participate in a bracket tournament from which the top finisher from each Console bracket qualifies for the North American Console Final.
- Qualifier 4: An “**Online Open Play**” round consisting of an open play period, following which the designated number of Players across the Generation 4 Consoles and the designated number of Players across the Generation 5 Consoles qualify for the North American Console Final.
- Intermediate Round: A “**North American Console Final**” round consisting of sixty-four (64) Players across the Generation 4 Consoles and sixty-four (64) Players across the Generation 5 Consoles from which the top two (2) finishers from the Generation 4 Console bracket and the top two (2) finishers from the Generation 5 Console bracket qualify for the NHL 23 North American Championship.

- Final Round: An “**NHL 23 North American Championship**” round consisting of the top two (2) Players from each North American Console Final bracket. The top finisher at the NHL 23 North American Championship will be the champion of the NHL 23 North American Championship.

NHL 23 European Championship

- Qualifier 1: A “**European New Year’s Open**” consisting of an open play period, following which the thirty-two (32) 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 thirty-two (32) 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 designated number of Players across the Generation 4 Consoles and the designated number of Players across the Generation 5 Consoles qualify for the European Console Final.
- Intermediate Round: A “**European Console Final**” round consisting of sixty-four (64) Players across the Generation 4 Consoles and sixty-four (64) Players across the Generation 5 Consoles to qualify for the NHL 23 European Championship from which the top two (2) finishers from the Generation 4 Console bracket and the top two (2) finishers from the Generation 5 Console bracket qualify for the NHL 23 European Championship.
- Final Round: A “**European Championship**” round consisting of the top two (2) Players from each European Console Final bracket. The top finisher at the NHL 23 European Championship will be the champion of NHL 23 European Championship.

NHL 23 World Championship Final

- Championship Round: An “**NHL 23 World Championship Final**” round consisting of the top two (2) Players from each of the NHL 23 North American Championship and the NHL 23 European Championship. The top finisher at the NHL 23 World Championship Final will be the overall Winner of the Tournament.

The North American Console Final, European Console Final and the associated Online Open Plays are cross-Console events, meaning Players on the Xbox One can compete against Players on PlayStation 4, and Players on Xbox Series X can compete against Players on the PlayStation 5 (i.e., across the same “Generation” of Console). All other Qualifiers will be played among Players on the same Console, and all events held in-person will be played on the PlayStation 5 specifically. Sponsor reserves the right to adjust any cross-Console events so Players compete only against other Players on the same Console and these Tournament Rules may be adjusted accordingly with advance notice to Players.

Players will compete in Club Championships in the “Versus” mode (unless otherwise indicated in the applicable Club Championship Supplemental Rules). Players will compete in all other Qualifiers, the North American Console Final, and the European Console Final using an existing or newly-created Hockey Ultimate Team (“**HUT**”) mode team (for certainty, a different HUT library must be used for Generation 4 Consoles and Generation 5 Consoles). Players in the NHL 23 European Championship, the NHL 23 North American Championship and the NHL 23 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 each of the NHL All-Star Open and the NHL Stadium Series Open, and the full NHL 23 North American Championship, the NHL 23 European Championship and NHL 23 World Championship Final are intended to be held in-person. All other portions of the Tournament are intended to be held remotely. Players who qualify for the semifinal and/or final rounds of the North American Console Final (as further described below), and the semifinal and/or final rounds of the European Console Final (and the NHL 23 North American Championship, NHL 23 European Championship and NHL 23 World Championship, if not held in-person) are required to record themselves and their Consoles during gameplay and stream and/or transfer the file, as directed by Sponsor’s designee. All in-person events will be recorded live by a production company. The Tournament will be edited for distribution via broadcast and interactive media, as described in Section 14 below.

Players who have qualified for the North American Console Final or the European Console Final via a Club Championship, the NHL All-Star Open, NHL Stadium Series 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 23 video game connected to their valid EA account; and
 - (d) be at least sixteen (16) years of age or older.

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

Employees, officers, directors, representatives and agents of Sponsor, the National Hockey League (“**NHL**”), the NHL member clubs (each an “**NHL Club**” and collectively “**NHL Clubs**”), NHL Interactive CyberEnterprises, LLC (all foregoing entities including Sponsor, collectively, the “**NHL Entities**”), EA, Battlefy Inc., DreamHack Sports Games A/S, any venues in connection with the Tournament, and each of their respective parents, subsidiaries, affiliates, representatives, consultants, contractors,

legal counsel, advertising, public relations, promotional, 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 23 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.

NHL 23 North American Championship

Phase	Dates
Qualifier 1 – Club Championships	January 1 st – March 19 th Specific Club Championship timing to be published on nhl.com/nhl23

Qualifier 2 – NHL All-Star Open	<p>Qualifying Period: January 5 - 8, 2023</p> <p>Rounds 1 to 4: January 14 - 15, 2023</p> <p>Live Final: February 2, 2023</p>
Qualifier 2 – NHL Stadium Open	<p>Qualifying: January 19 - 22, 2023</p> <p>Rounds 1 to 4: January 28 - 29, 2023</p> <p>Live Final: February 18, 2023</p>
Qualifier 4 – Online Open Play	<p>March 15 - 19, 2023</p>
Intermediate Round - North American Console Final	<p>Round 1 and 2 (Generation 4): April 1, 2023</p> <p>Round 1 and 2 (Generation 5): April 2, 2023</p> <p>Round 3 and 4 (Generation 4): April 15, 2023</p> <p>Round 3 and 4 (Generation 5): April 16, 2023</p> <p>Round 5 and 6 (Generation 4): April 29, 2023</p> <p>Round 5 and 6 (Generation 5): April 30, 2023</p>
Final Round – North American Championship	<p>May 20, 2023</p>

NHL 23 European Championship

Phase	Dates

Qualifier 1 – European New Year’s Open	Qualifying: January 12 - 15, 2023 Rounds 1 to 5: January 21 -22, 2023
Qualifier 2 – European Chel Showdown	Qualifying: February 9 - 12, 2023 Rounds 1 to 5: February 25 - 26, 2023
Qualifier 3 – Online Open Play	March 8 - 12, 2023
Intermediate Round - European Console Final	Round 1 and 2 (Generation 4): March 25, 2023 Round 1 and 2 (Generation 5): March 26, 2023 Round 3 and 4 (Generation 4): April 1, 2023 Round 3 and 4 (Generation 5): April 2, 2023 Round 5 and 6 (Generation 4): April 22, 2023 Round 5 and 6 (Generation 5): April 23, 2023
Final Round - European Championship	May 6, 2023

NHL 23 World Championship Final

Phase	Dates
NHL 23 World Championship	June 27, 2023

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. 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 Thursday, December 20, 2022. Registration will take place on the designated registration page on battlefy.com. During registration, Players will be given the opportunity to register for the designated Club Championships, NHL All-Star Open, the NHL Stadium Series Open, and/or the Online Open Play for the NHL 23 North American Championship, or for the European New Year's Open, European Chel Showdown and/or the Online Open Play for the NHL 23 European Championship. For certainty, Players for the NHL 23 European Championship must register before 11:59 PM (ET) on Thursday, March 2, 2023, in order to be eligible for Online Open Play, and Players for the NHL 23 North American Championship must register before 11:59 PM (ET) on Thursday, March 9, 2023, in order to be eligible for Online Open Play. Gameplay will take place within a designated section of NHL 23 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) Battlefy Technologies, Inc., PO Box 42009 Fremont Village PO, Port Coquitlam, British Columbia, V3B 0G0, or (ii) contact@battlefy.com, in each case, by means of a clear statement (e.g., a letter sent by mail or email) about their decision to withdraw from these Tournament Rules. Players may use this template (but are not obliged to):

To Tournament Sponsor and Administrator:

I herewith withdraw from the agreement and the EA Sports NHL 23 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 shall use the Generation 5 Console designated in the applicable rules for a Club Championship, the Xbox Series X Console for the European New Year's Open and the PlayStation 5 Console European Chel Showdown in order to participate. Players may use any Console for the NHL All-Star Open, NHL Stadium Series Open, North American Console Final, European Console Final and the applicable Online Open Play. The NHL 23 European Championship and the NHL 23 North American Championship will be played on a Generation 5 Console designated by Sponsor.

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 23 European Championship and the NHL 23 North American Championship pursuant to the terms of a separate written loan agreement.

The following settings shall be used for all games for the Club Championships (unless otherwise provided in applicable Club Championship supplementary rules).

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

The following settings shall be used for all games during NHL All-Star Open, NHL Stadium Series 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: On
- Penalties: On
- Injuries: On (Online Open Play) / Off (For Remaining Rounds)

- Offsides: Delayed
- Icing: Hybrid Icing
- Tie Break: Continuous Overtime
- Position Lock: Off
- Music and Announcers Turned Off

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 23 North American Championship, NHL 23 European Championship and the NHL 23 World Championship Final shall be as specifically designated by Sponsor and communicated to Players at such events.

6. QUALIFICATION/SEEDING PROCESS:

NHL 23 North American Championship

Qualifier 1 - Club Championships: 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 Battlefy. Each Club Championship will be played on a Generation 5 Console, and the specific Console on which such Club Championship will be played will be designated and published in advance. Any additional, replacement or supplementary rules and prizing in respect of a Club Championship will be published in advance (the “**Club Championship Supplemental Rules**”). Unless otherwise specified in the applicable Club Championship Supplemental Rules, Players will compete head-to-head in the “Versus” mode. If a Club Championship has two hundred fifty-six (256) or more Players (unless otherwise modified by Club Championship Supplemental Rules), Players will make a game using Battlefy’s “ladder” feature on nhl.com/nhl23 during open play period to be predetermined and announced in advance. Players must press the “Search for Match” button to be randomly paired with an opponent. Players must then invite each other within the NHL 23 game. Games created and played via other means will not accrue points in the Tournament. Failure to complete a selected game results in a forfeiture loss. 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 thirty-two (32) top-ranked Players will then compete in a best-of-three single-elimination tournament. Alternatively, if a Club Championship has fewer than two hundred fifty-six (256) Players (unless otherwise modified by Club Championship Supplemental Rules), Players will participate in a randomly-seeded best-of-three single-elimination tournament. The winner 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 on any Console until the semifinal round. 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 using the same Console. Players will make a game using EA’s in-game open play feature. To create a game, a Player must visit the Tournament page within the NHL 23 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 sixteen (16) top-ranked Players for each Console will each compete in a best-of-three single-elimination tournament. The top finishers in each Console bracket will qualify for the North American Console Final and participate at an in-person event on the PlayStation 5 Console held in connection with 2023 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 disqualified from the NHL All-Star Open and will have to qualify for North American Console Final via another Qualifier.

Qualifier 3 – NHL Stadium Series Open: Players will compete in the HUT team mode during the NHL Stadium Series Open on any Console until the semifinal round. The NHL Stadium Series 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 using the same Console. Players will make a game using EA's in-game open play feature. To create a game, a Player must visit the Tournament page within the NHL 23 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 sixteen (16) top-ranked Players for each Console will each compete in a best-of-three single-elimination tournament. The top finishers in each Console bracket will qualify for the North American Console Final and participate at an in-person event on the PlayStation 5 Console held in connection with 2023 NHL Stadium Series game to determine the winner of the NHL Stadium Series Open. Players who are not able to participate in the in-person event will be disqualified from the NHL Stadium Series Open and will have to qualify for the North American Console Final via another Qualifier.

Qualifier 4 – Online Open Play: Players who have not yet qualified for the North American Console Final may compete in the Online Open Play period on either a Generation 4 Console or a Generation 5 Console through which they will play head-to-head games against other Players from the same Region using the same Console Generation. Players will make a game using EA's in-game open play feature. To create a game, a Player must visit the Tournament page within the NHL 23 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 Generation and Region.

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 23 North American Championship, sixty-four (64) Players for the Generation 4 Consoles and sixty-four (64) Players for the Generation 5 Consoles (specifically, the winner of each Club Championship (i.e., thirty-two (32) total Players), the top Player for each Console (i.e., four (4) total

Players) from the NHL All-Star Open, the top Player for each Console (i.e., four (4) total Players) from the NHL Stadium Series Open, the sixty (60) top-ranked Players from the Online Open Play for the Generation 4 Consoles and the twenty-eight (28) top-ranked Players from the Online Open Play for the Generation 5 Consoles will be eligible to participate in a North American Console Final. Players who qualified from a Club Championship will be assigned that NHL Club's identity in the first round. All other Players will be assigned a position in the North American Console Final as follows: (1) the single highest-ranked Player for each Console Generation (ranked by the earliest to qualify and then the applicable Qualifier's criteria above) among Players who identified a specific favorite NHL Club during registration and have otherwise qualified for the North American Console Final will be assigned that Club's identity in the first round; and (2) thereafter, all remaining Players will be assigned an NHL Club identity in a random draw (random assignments will be made using an online or similar randomizing tool). For the avoidance of doubt, if more than one (1) Player identifies the same favorite NHL Club, only the highest-ranked Player will be assigned such Club's identity, and if no NHL Club is identified by a Player as a favorite, the Players will be assigned without giving effect to clause (1) above. Players assigned the same Club identity will play head-to-head in a best-of-three series. That series will be deemed the "Online Club Play-in" and that match-up will be named in recognition of the assigned Club (as further described below). Following conclusion of the Online Club Play-in, the remaining thirty-two (32) Players for the Generation 4 Consoles will compete in one bracket and the remaining thirty-two (32) Players for the Generation 5 Consoles will compete in another bracket. Players will be randomly seeded and 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/nhl23. See the "Reporting" section below for more information.

The semifinal and final rounds of the North American Console Final are intended to be live-streamed so Players shall communicate directly with the Tournament administrator throughout the duration. If a Player does not communicate directly throughout and the failure to do so disrupts the operation of the Tournament (e.g., by preventing the resolution of disputes) in Sponsor's or the online Tournament administrator's reasonable discretion, that Player may be disqualified.

Final Round – The NHL 23 North American Championship: The NHL 23 North American Championship will be a best-of-one round robin tournament among all Players. The first-place finisher of the round robin will advance to the final round North American Championship. The second- and third-place finishers in the round robin will play a best-of-three series, the winner of which will advance to the final round. Players in the round robin will be ranked by (1) overall record and then (2) head-to-head record. The final two Players will play one another in a best-of-three series. The winner will be the Winner of the NHL 23 North American Championship.

NHL 23 European Championship

Qualifier 1 – European New Year's Open: Players will compete in the HUT team mode during the European New Year's Open on the Xbox Series X Consoles. If the New Year's Open has two hundred fifty-six (256) or more Players, Players will make a game using the "ladder" feature on nhl.com/nhl23 during an open play period to be predetermined and announced in advance. Players must press the "Search for Match" button to be randomly paired with an opponent. Players must then invite each other within the NHL 23 game. Games created and played via other means will not accrue points in the Tournament. Failure to complete a selected game results in a forfeiture loss. See the "Reporting" section below for more information. Gameplay will take place during a 4-hour time period specified by the Sponsor on each of the 4 days listed above in the Tournament Schedule

section. 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 thirty-two (32) 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.

Qualifier 2 – European Chel Showdown: Players will compete in the HUT team mode during the European Chel Showdown on the PlayStation 5 Console. If the European Chel Shown has two hundred fifty-six (256) or more Players, Players will make a game using the “ladder” feature on nhl.com/nhl23 during an open play period to be predetermined and announced in advance. Players must press the “Search for Match” button to be randomly paired with an opponent. Players must then invite each other within the NHL 23 game. Games created and played via other means will not accrue points in the Tournament. Failure to complete a selected game results in a forfeiture loss. Gameplay will take place during a 4-hour time period specified by the Sponsor on each of the 4 days listed above in the Tournament Schedule section. 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 thirty-two (32) 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.

Qualifier 3 – Online Open Play: Players who have not yet qualified for the European Console Final may compete in the Online Open Play period on either a Generation 4 Console or a Generation 5 Console through which they will 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. To create a game, a Player must visit the Tournament page within the NHL 23 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 sixty-four (64) top-ranked Players for the Generation 4 Consoles and the fifty-six (56) top-ranked Players in the Online Open Play for the Generation 5 Consoles will advance to the European Console Final. Players will be seeded in the European Console Final as set forth below.

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 23 European Championship, sixty-four (64) Players for the Generation 4 Consoles and sixty-four (64) qualifying Players for the Generation 5 Consoles (specifically, the top four (4) Players for the European New Year's Open and the European Chel Showdown, the sixty-four (64) top-ranked Players from the Online Open Play for the Generation 4 Consoles and the fifty-six (56) top-ranked Players from Online Open Play for the for the Generation 5 Consoles) will be eligible to participate in a European Console Final. Players who qualify via the European New Year's Open or the European Chel Showdown will be randomly seeded in one of the top 16 positions. Players will otherwise be randomly seeded and 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/nhl23. See the "Reporting" section below for more information.

Final Round - European Championship: The NHL 23 European Championship will be a best-of-one round robin tournament among all four (4) Players. The first-place finisher of the round robin will advance to the final round European Championship. The second- and third-place finishers in the round robin will play a best-of-three series, the winner of which will advance to the final round. The round robin will be ranked by (1) overall record and then (2) head-to-head record. The final two players will play one another in a best-of-three series. The winner will be the Winner of the NHL 23 European Championship.

NHL 23 World Championship Final

The NHL 23 World Championship Final will be a best-of-one round robin tournament among all the winners and runners-up from each of the NHL 23 North American Championship and the NHL 23 European Championship. The first-place finisher of the round robin will advance to the final round of the NHL 23 World Championship Final`. The second- and third-place finishers in the round robin will play a best-of-three series, the winner of which will advance to the final round. The round robin will be ranked by (1) overall record and then (2) head-to-head record. The final two players will play one another in a best-of-three series. The top finisher at the NHL 23 World Championship Final will be the Winner of the Tournament.

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 Battlefy. 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 disqualification. 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 (see: <https://help.battlefy.com/en/articles/4587443-player-guide>). All

Players are required to be logged into the Tournament support channel for the duration of the applicable 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 23 North American Championship and the NHL 23 European Championship using HUT teams drafted only from a pool of NHL players provided by EA in accordance with the section entitled "**HUT Team Draft**" below. For certainty, a Player's pre-existing HUT team may continue to be used outside of the Tournament.

In order to compete in the NHL 23 North American Championship and the NHL 23 European Championship, if held in-person, Players must attend in-person the event in the location and at the time designated by Sponsor. Failure to attend may result in disqualification. In order to compete in the NHL All-Star Open, NHL Stadium Series 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 semifinal round of the NHL 23 North American Championship and to the semifinal round of the NHL 23 European Championship, Battlefy 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 23 North American Championship and the NHL 23 European Championship. Players will keep the same teams for the World Championship Final. The top seed in the Generation 4 Console bracket and the top seed in the Generation 5 Console bracket will be randomly assigned the first and second seeds, the runners-up for the Generation 4 Console bracket and the Generation 5 Console bracket will be randomly assigned the third and fourth seeds, etc. 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 Battlefy 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 23 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 23 gameplay or software.

Sponsor and/or the Tournament administrator will have the right to monitor compliance with these Official Rules and investigate possible breaches of these Official Rules. Players who have been disqualified from previous NHL esports tournaments for any of the reasons described above may be disqualified from the NHL 23 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 23 North American Championship, NHL 23 European Championship and NHL 23 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 23 North American Championship and NHL 23 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 23 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 23 European Championship will be required to (a) complete a publicity release, (b) complete any required tax documentation (as applicable), and (c) consent to a physical search at any in-person events (if held).

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

Each Player who wins a North American Console Final, qualified for the NHL 23 North American Championship, qualified for the NHL 23 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:

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

NHL All-Star Open

1st Place: \$2,000 USD
2nd Place: \$1,000 USD
3rd Place: \$750 USD
4th Place: \$500 USD

NHL Stadium Series Open

1st Place: \$2,000 USD

2nd Place: \$1,000 USD
3rd Place: \$750 USD
4th Place: \$500 USD

European New Year's Open

1st Place: \$2,000 USD
2nd Place: \$1,000 USD
3rd Place: \$750 USD
4th Place: \$500 USD

European Chel Showdown

1st Place: \$2,000 USD
2nd Place: \$1,000 USD
3rd Place: \$750 USD
4th Place: \$500 USD

North American Championship:

1st Place: \$15,000 USD
2nd Place: \$4,500 USD
3rd Place: \$3,500 USD
4th Place: \$2,000 USD

European Championship:

1st Place: \$15,000 USD
2nd Place: \$4,500 USD
3rd Place: \$3,500 USD
4th Place: \$2,000 USD

World Championship:

1st Place: \$28,000 USD
2nd Place: \$11,000 USD
3rd Place: \$7,000 USD
4th Place: \$5,000 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.

Players (and if a minor, their parent/legal guardian) who qualify for the semifinal and final rounds of the North American Console Final and the European Console Final, and if not held in-person, the NHL 23 North American Championship and the NHL 23 European Championship, are required to record themselves and their Consoles during gameplay and stream and/or transfer the file, as

directed by Sponsor's designee. Moreover, each Player agrees to participate in, and cooperate with, Sponsor in the creation and development of, content (including videos and other media) to support, advertise, and/or promote the Tournament. To that end, such Players shall provide reasonable cooperation, and take such steps as are reasonably necessary in order to 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.

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- 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; (l) any

interruptions/postponement/cancellation of Tournament; (m) human error, incorrect or inaccurate transcription of Player information; (n) any technical malfunctions of the computer on-line system, computer dating mechanism, computer equipment, software, any social media platform, or internet service provider utilized by any of the Released Parties or by Player; (o) interruption or inability to access the Tournament, any Tournament-related web pages (including the Tournament website), any social media platform, or any on-line service via the Internet due to hardware or software compatibility problems; (p) any damage to Player's (or any third party's) computer and/or its contents related to or resulting from any part of the Tournament; (q) any lost/delayed data transmissions, omissions, interruptions, defects; and/or (r) any other errors or malfunctions, even if caused by the negligence of any one or more of the Released Parties. For clarity, in the European Region, the foregoing will not apply to the extent due to Sponsor's and/or EA's gross negligence or willful misconduct or to the extent resulting in a Player's bodily injury or death.

- 17. DISPUTES:** Except where prohibited, Player (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 privacy practices, Sponsor's privacy policy is available at <https://www.nhl.com/info/privacy-policy>; and EA's privacy policy is available at: privacy.ea.com.

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, 2023, please email NHL Gaming (nhl_gaming@nhl.com), Attn: EA SPORTS NHL 23 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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