

TEAM MEMBER ELIGIBILITY AND RELEASE FORM

Name	Last, First		Summoner Name		Date:
Address	Street		City	Prov/State/Code	Country
	Date of Birth: (DD/MM/YYYY)	Age	Phone: () -	Email	
Team Member	<input type="checkbox"/> Player <input type="checkbox"/> Coach				
Residency Status (Players only)	<input type="checkbox"/> EMEA <input type="checkbox"/> Other (See Section 1.2 of the Rules)		Nationality		
LTR Status (Players only)					
Starting Season					
ERL					
Tournament Operator					

PLEASE READ CAREFULLY -- THIS IMPACTS YOUR CERTAIN LEGAL RIGHTS

1. PURPOSE: I have agreed to join a professional esports team (“**Team**”) and to play for or coach the Team in the Starting Season and subsequent seasons as agreed upon in the respective Team Member Agreement with the Team (such Starting Season and subsequent Seasons of participation in the **ERL** referred to in this Eligibility and Release Form as the “**Seasons**”) of the **ERL**, operated by **Tournament Operator** (the “**Tournament Operator**”) under a license and in partnership with Riot Games Limited (“**Riot**” and together with the Tournament Organizer, the “**League**”). I would like the opportunity to participate in League-sponsored competitions, tournaments, exhibitions and related events (including associated marketing, advertising sponsorship and promotional activities) (all of which together form the “**League Events**”) as a member of the Team and to have the right to access the League of Legends online video game (the “**Game**”). I understand that the Team will not be eligible to participate in the Seasons, and I will not have the right to participate in the League Events, unless I agree to be bound by the terms and conditions in this Eligibility and Release Form (“**Eligibility Form**”).

2. PLAY BY THE RULES: I agree to: (a) abide and be bound by all League Event rules, the ERL Rules, the Summoner’s Code, the Game’s Terms of Service and all League policies (collectively, the “**Rules**”); (b) observe and comply with all written and verbal instructions of the League or its affiliates regarding my conduct during and immediately before and after League Events and access to, and use and security of, any related facilities, hardware, software and equipment; and (c) avoid any conduct or arrangements that are inconsistent with applicable law, this Eligibility Form, the Rules and/or the standards of good conduct, fair play and good sportsmanship. I acknowledge that I have access to the Rules (the ERL Rules are viewable at <https://www.competitiveops.eu/>) and understand that they are subject to change in accordance with their terms.

3. ELIGIBILITY: I represent and warrant to the League on an ongoing basis that: (a) I am and will remain an eligible entrant, as defined in the Rules; (b) I have entered into a binding Team Member Agreement with the Team Owner, in compliance with all League requirements and which has been countersigned by my parent or legal guardian if I was under 18 or otherwise a minor at the time of signing; (c) my residency status as described above is true and accurate; (d) I am and will remain legally able to travel to the countries where the League Events are held and remain and work in such countries for the entire duration of my participation in the League Events; and (e) any statements made by me to the League, whether written or oral, will be true, accurate, complete and not misleading.

4. LIMITATION OF LIABILITY: I agree that the aggregate liability of the Tournament Organizer, Riot, their affiliates and each of their respective sponsors, officers, directors, shareholders, employees, agents, representatives, assigns and successors-in-interest (individually, a “**League Party**” and jointly or collectively, the “**League Parties**”) to me for all harm, damages, injury or loss of any kind shall not exceed twenty-five thousand Euros (EUR25,000.00), and this shall be my only remedy regardless of what legal theory is used to determine that any League Party was liable for the harm, damages, injury or loss. I further agree the League Parties will not be liable to me for any loss of profits, charges or expenses, any loss of business opportunity, reputational loss or harm, or any special, indirect or consequential loss or damage or disruption of any kind, in any case, whether based on breach of contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise whether or not I have been advised of the possibility of such damage. I understand and agree that: (a) this Eligibility Form, and particularly this Section 4, shall apply to and protect the League Parties and shall be binding on my heirs, administrators, custodians, trustees, agents and successors; (b) the Team Owner is not an agent, partner or employee of any League Party; (c) no League Party has any fiduciary obligations to me; and (d) compensation and prize money, if any, will come directly from the Team Owner and not from any League Party. Nothing in this Eligibility Form purports to limit or exclude any party’s liability for fraud, fraudulent misrepresentation or willful misconduct or exclude or limit liability for death or personal injury caused by that party’s negligence or to the extent otherwise not permitted by law.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH GAME PLAY AND THE LEAGUE EVENTS AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS.

5. USE OF MY NAME AND LIKENESS:

5.1 Licence Rights. I hereby grant to the League and its affiliates a worldwide, non-exclusive, royalty-free, transferable, sublicensable and irrevocable licence during the Seasons to use, alter, edit, modify, display, publish, distribute and otherwise exploit my Biographical Materials (defined below), each in whole or in part in any and all present and future media, worldwide, in connection with: (a) the ERL, the Game, any League Events and any print or online advertising or promotional activities of any of the foregoing; (b) exploitation of League Events media rights, including in relation to the broadcast, stream, webcast or other distribution and advertising of League Events footage or content; (c) the creation and exploitation of additional content featuring myself and/or the Team, including POV streaming, reality or documentary-style programming and training sessions; (d) team, player and other team member destination pages created by or on behalf of the League Parties and/or their commercial partners; (e) websites and mobile apps (including without limitation standalone video games or fantasy league or collectible card apps) and associated social media outlets (e.g. Facebook, Twitter and YouTube); (f) press releases, newsletters, email alerts, online announcements and postings and other editorial content together with general advertising, marketing and promotion of the League Parties and their partners, the Game, the ERL and the League Events; (g) League merchandise; (h) in-Game items and digital products released by or on behalf of the League Parties, including fantasy games, premium viewership offerings or league companion applications; (i) outdoor and indoor posters, signs and displays; (j) sponsorships in relation to the League Parties, the Game, ERL and League Events; (k) product catalogues, point-of sale materials, hang-tags and product packaging; and (l) any other activities related to the League Parties, the Game, ERL, League Events and any other activities conducted under or otherwise in connection with the Rules ((a) through (l) together forming the “Marketing”). If the League proposes additional use cases for the Biographical Materials then I will not unreasonably withhold my approval of such proposed uses and upon such approval such use cases will be included in the term “Marketing” and be fully licensed hereunder. The above licence will remain in effect indefinitely to the extent necessary so that: (i) the League Parties may continue to sell merchandise created prior to the end of the Seasons; and (ii) the League Parties are able to create new derivative works or compilations of any works of authorship or copyrighted materials that were created prior to the end of the Seasons (e.g. a new video that features past champions); and (iii) League Parties are able to create new works featuring or documenting ERL, League Events, Team or Team Member life (e.g. collectibles, almanacs, documentaries).

5.2 Good Ideas. I may from time to time provide suggestions, comments or other feedback to the League Parties regarding new features or functionality for the Game and/or improvements to the League Events or competitive Game play (“Feedback”). I acknowledge and agree my Feedback, even if I designate it as confidential, shall not create any confidentiality obligation for the League Parties. Furthermore, the League Parties shall be free to use, disclose, reproduce, license or otherwise distribute and exploit my Feedback as it sees fit, entirely without obligation (financial or otherwise) or restriction to me of any kind on account of intellectual property rights, moral rights, confidentiality obligations or otherwise.

5.3 Ownership. I agree that the League will own all: (a) Marketing, together with the results of any such Marketing (including all assets, documents, videos, photographs, products, software, apps and materials of any kind and in any form), including all intellectual property rights, exploitation rights and economic rights in the same but excluding the Biographical Materials which I will continue to own (“Marketing Property”); and (b) Feedback (including all intellectual property rights, exploitation rights and economic rights in it), and I hereby assign (by way of future assignment where necessary) to the League absolutely with full title guarantee all right, title and interest I have or may have in the Marketing Property and Feedback. In addition, I permanently and irrevocably waive and release any claim (whether existing or future and whether known or unknown) in respect of, and agree not to assert, any moral, personal, publicity or other equivalent rights anywhere in the world in relation to the Marketing, Marketing Property and Feedback, including without limitation the right to be identified, the right of integrity and the right against false attribution. If for any reason the Marketing Property and/or Feedback is not assignable to the League then I hereby grant to the League an exclusive, royalty-free, permanent, irrevocable, sub-licensable, transferable and worldwide right and licence over the Marketing Property and/or Feedback as applicable and I agree not to carry out any exploitation, usage or enforcement of the same without the League’s prior written consent.

5.4 No Approval Rights. I hereby release the League Parties from any and all liability associated with any Marketing, Marketing Property and Feedback. I agree that I will have no right to inspect or approve any Marketing, Marketing Property or Feedback and I understand and agree that I will not receive compensation, fees, royalties, or any other form of payment for use of my Biographical Materials or Feedback. Nothing herein requires the League to make use of any of the rights granted above.

In this section “**Biographical Materials**” means my name, tag, nickname, aliases, initials, likeness, image (including graphic, photographic or digital depictions), picture, animation, persona, autograph/signature, voice, voice line, statistics, avatars, emojis, biographical information, life story, backstory and/or any and all other personal indicia, identifying characteristics or information supplied by me, in each case to the extent capable of constituting property.

6. PROMOTIONAL RESTRICTIONS AND COMMITMENTS:

6.1 Other Gaming Events. I agree that during the Seasons I will not participate or compete in any video gaming competitions, tournaments, exhibitions, demonstrations or other video gaming events anywhere in the world other than the League Events without first obtaining the League’s prior written consent.

6.2 Personal Sponsorships. I agree that I have not and will not enter into any agreement or arrangement with any person or entity under which the name, logo or trademark of such person or entity or a third party will be used or displayed in connection with, or otherwise associated or identified with, myself, the Game, the League, the ERL or any League materials, League Events, or Marketing (“Sponsorship Agreement”) without the prior written consent of the League in each instance (which may be subject to, or contingent upon, the satisfaction by me of conditions or stipulations specified by the League); provided however that for Sponsorship Agreements that relate to products or services on ‘Permitted Categories’ list, only prior notice to the League shall

be required, subject to Section 6.3 below. Copies of the League's 'Permitted Categories' list are made available by the League to the Team Owner on request and may be updated by the League from time to time.

6.3 Sponsorship Restrictions. In addition to the provisions of Section 6.2 above, in order to preserve the business reputation of the League, **ERL** and the Game, I agree that I will not without first obtaining the League's prior written consent: (a) enter into any Sponsorship Agreement with any person or entity that the League reasonably determines conducts business in any product or services category that is on the League's 'Prohibited Categories', 'Protected Categories' or 'League Exclusive Categories' lists; or (b) market or promote products or services within the categories on the League's 'Prohibited Categories', 'Protected Categories' or 'League Exclusive Categories' lists; or (c) Sponsorship Restricted List made available to Team Owner by the League, as may be updated from time to time upon notice to me. In order to preserve the integrity of competition in the **ERL**, I will not enter into any Sponsorship Agreement with any sponsor engaged in the business of sports betting, bookmaking or gambling (whether related to the on Game gameplay, Game competition (including fantasy esports). The above restrictions apply even if the Sponsorship Agreement does not involve or explicitly refer to the Game, the League, or any League materials, League Events, or Marketing. Copies of the League's 'Prohibited Categories', 'Protected Categories' and 'League Exclusive Categories' lists are made available by the League to the Team Owner on request and may be updated by the League from time to time. In addition, all Sponsorship Agreements must: (a) comply with the Rules, including the 'League Branding and Style Guide'; (b) not conflict with or breach the terms of any Team sponsorship agreement; and (c) not suggest any official sponsorship or endorsement between a sponsor and the Game, the League or League Events.

6.4 Breach Consequences. I hereby understand and agree that if I breach any provision of this Section 6 I will at the League's discretion: (a) be required to immediately terminate the applicable Sponsorship Agreement at the League's request (without obligation or liability to the League); (b) be subject to fines/penalties; and/or (c) need the League's prior written consent for any future Sponsorship Agreements of any kind.

7. BE NICE: I agree that I will not: (a) make, publish or communicate to any person or entity in any online or other public forum any defamatory or disparaging remarks, comments or statements; or (b) act in any manner which adversely impacts the image or reputation of, in each case in relation to the **ERL**, the League Parties and their commercial partners, the Team (including myself), other teams (including their players, coaches and other personnel), the Game or any other software, products or services of the League Parties.

8. LIMITATIONS ON MY REMEDIES: To the extent permitted by law, I agree that: (a) no lawsuit or any other legal proceeding against the League Parties relating to or arising out of the Seasons, **ERL**, Marketing, Marketing Property, Feedback, League Events, the Game or this Eligibility Form shall be brought or filed by me or my guardians or representatives more than one (1) year after the incident giving rise to the claim occurred; and (b) I will not bring any class action lawsuit or collective legal action or similar proceedings (or authorize my guardians or representatives bring any class action lawsuit) against any League Party or be a representative plaintiff or plaintiff class member in any such lawsuit.

9. TAXES AND BENEFITS: I acknowledge and agree that I am solely responsible for any and all taxes in relation to my involvement with the Team and participation in the **ERL**, including any income tax, national and social security contributions, withholding taxes, unemployment and similar taxes imposed on me as a consequence of the payments I may receive from the Team Owner or otherwise. I further acknowledge that: (a) I am not an employee of any League Party and accordingly I am not entitled to participate in any of their employee benefit plans, including any retirement or health insurance plan of any League Party; and (b) I have joined the Team and wish to participate in the **ERL** as a business and not as a consumer.

10. BEING A GOOD TEAM MEMBER; FINES AND SUSPENSIONS: I acknowledge that, in order to maintain the integrity of the Game and **ERL**, the League has the right to impose fines, suspensions, disqualifications, and other disciplinary action on myself and the Team as detailed in the Rules.

11. USE OF OTHER PEOPLE'S STUFF: As a professional player of the Game or coach in connection with the **ERL**, I acknowledge that I may have access to confidential information of the League Parties, including information relating to the **ERL** and the Game. I agree not to: (a) disclose any confidential information to any other person or entity (other than my professional advisors) without the League's prior consent; and (b) use any such confidential information for any purpose, other than for the purpose of carrying out my obligations as a professional player or coach in the **ERL**. In addition, I agree that I will not use or display the League Materials (as defined below) on or in connection with any products, services or otherwise without the prior written consent of the League in each instance. As used herein, the term "**League Materials**" means (a) the name, logos and trade marks of the League Parties, the Game and the **ERL**, including the marks LEAGUE OF LEGENDS®, RIOT GAMES®, and their associated logos; and (b) the Game, including all versions, improvements, derivatives and sequels thereof.

12. TEAM MEMBER AGREEMENT: I acknowledge that I will not be permitted to play in League Events unless I have a written agreement with my Team Owner, in compliance with all League requirements ("**Team Member Agreement**"). I acknowledge that the Team Member Agreement is legally binding on me and that it is my responsibility to ensure that the Team Member Agreement meets my particular business needs and complies with applicable law.

13. OTHER TERMS: (a) I agree to the collection, storage and use of my data as detailed in the Team Member Privacy Statement at Exhibit C below. I also explicitly consent to the collection, storage and use of any special category data (such as medical information – e.g. allergies and medical conditions) as further detailed in such Team Member Privacy Statement. (b) This Eligibility Form and any dispute or claim in connection with it will be governed by the law of the Republic of Ireland, without giving effect to its principles or rules of conflicts of laws, and under the exclusive jurisdiction of the High, Circuit or District courts of the Republic of Ireland (depending on the value of the dispute). Each party waives, to the fullest extent permitted by applicable law, any objection to such choice of exclusive governing law and jurisdiction and any claim that any such action or proceedings brought in such court has been brought in an inconvenient forum. (c) This Eligibility Form shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives. (d) If any provision of this Eligibility Form or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other

provision of this Eligibility Form. I intend that all grants of rights, limitations of liability and exclusions of damages in this Eligibility Form shall be upheld and applied to the maximum extent permitted by law. (e) No failure or delay by a party to exercise any right under this Eligibility Form or at law will be a waiver of that right. (f) In entering into this Eligibility Form I am not relying on any oral or written statements or representations made by any person with respect to the Seasons, the League Events, the Game or this Eligibility Form. (g) This Eligibility Form may not be amended except by a written amendment signed by both parties.

I HAVE READ THIS ELIGIBILITY AND RELEASE FORM. I UNDERSTAND ITS CONTENTS AND LEGAL SIGNIFICANCE, AND I AGREE TO BE BOUND BY ITS TERMS. IF I AM UNDER 18 YEARS OF AGE, I UNDERSTAND THAT MY PARENT OR LEGAL GUARDIAN MUST SIGN.

Team Member's Signature: _____

Parent or Guardian Signature: _____

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to, and, by signing above, I hereby do consent to, the terms and conditions of this Eligibility and Release Form