

## WAIVER OF LIABILITY/PUBLICITY RELEASE

In consideration of C.P.L. Soccer Holdings LP d/b/a The Canadian Premier League (the "**Company**") permitting the individual named below (the "**Entrant**") to participate in the Official League Qualifying Event of the EA Sports FIFA 21 Global Series, known as eCPL 2021 Own The North (the "**Contest**"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Entrant agrees to all of the terms and conditions set forth in this agreement (the "**Agreement**")

(i) Entrant hereby expressly agrees to be bound by the 2021 Official Rules (the "**Rules**") for the eCanadian Premier League (the "**eCPL**"), including without limitation, all entry requirements (*The Entrant hereby acknowledges that a copy of the Rules has been provided by Company to the Entrant*);

(ii) Entrant hereby expressly waives and releases any and all claims or causes of action which Entrant has or may in the future have against the Company, the sponsor(s), and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies and tournament organisers associated with the Contest, and all of their respective officers, directors, employees, agents and representatives (collectively, "**Released Parties**") arising out of or attributable to Entrant's participation in the Contest or receipt or use of any Prize, due to any cause whatsoever, including, without limitation:

(a) interrupted or unavailable network, server, Internet Service Provider ("**ISP**"), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties that may occur in connection with the administration of the Contest, the processing of entries, the announcement of the Prize[s] or in any Contest-related materials,

(b) incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest;

(c) late, lost, stolen, incomplete, misdirected, damaged, garbled, delayed, or undelivered registrations;

(d) injury or damage to entrants' or to any other person's computer or gaming console related to or resulting from participating in this Contest or downloading materials from or use of the website;

(e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt of any prize;

(f) cancellation or postponement of any eCPL game, event or exhibition;

(g) any travel or activity related to the receipt or use of any Prize; and,

(h) negligence of the Company or any of the other Released Parties, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise.

Except to the extent arising from Company's negligence or intentional misconduct, Entrant shall defend, indemnify, and hold harmless the Company and all other Released Parties against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action, or proceeding arising out of or resulting from Entrant's participation in the

Contest. Entrant covenants not to make or bring any such claim against the Company or any of the other Released Parties, and forever release and discharge the Company and all other Released Parties from liability under such claims.

Furthermore, in consideration of the Company permitting the Entrant to participate in the Event, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Entrant, Entrant agrees to the following terms and conditions:

(i) Entrant hereby irrevocably gives the Released Parties Entrant's permission and consent and grants to the Released Parties the right to film, photograph, video record and otherwise record Entrant's image, likeness, appearance, voice, and any other aspect of the Entrant's performance during the Contest (the "**Recordings**") and the right (but not the obligation) to use, assign and/or license to others the Recordings, including Entrant's name, likeness, image, biographical information, voice and/or photograph as they appear in the Recordings, in whole or in part (the "**Rights**"), in any and all media, in any medium now known or hereafter devised throughout the world in perpetuity for any promotional, trade, publicity or advertising purposes related to the Contest or similar promotions conducted by Released Parties without further compensation or permission, except as prohibited or restricted by law;

(ii) Entrant hereby irrevocably permits, authorizes and licenses the Released Parties to identify Entrant by name and use Entrant's name, likeness, appearance, voice, professional and personal biographical information, other personal characteristics and all materials created by or on behalf of the Released Parties that incorporated any of the foregoing (the "**Materials**"), in connection with the Contest and advertising and promotion of the Contest and advertising, publicity, promotion of the Released Parties and their businesses, products, and services, in perpetuity throughout the universe and in any medium whatsoever now existing or hereafter devised, without further consent from or any royalty, payment, or other compensation to Entrant. Entrant represents that Entrant has not given any money or anything else of value to the Released Parties in exchange for entering the Contest or appearing in any of the Materials.

(iii) Entrant agrees that Company is and will be the sole and exclusive owner of all right, title, and interest in and to the Materials and the Recordings (including all film, photographs, and other recordings, including outtakes and behind-the-scenes footage), including all copyrights and other intellectual property rights therein, in perpetuity throughout the universe. Entrant further hereby does, (a) assign, transfer, and otherwise convey to Company, irrevocably and in perpetuity, throughout the universe, all of my right, title, and interest in and to, if any, the Recording and the Materials, including all copyright and other intellectual property rights, including all registration, renewal, and reversion rights, and the right to register and sue to enforce such copyrights against infringers; and (b) irrevocably waives any and all claims Entrant may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral in the Recordings and the Materials wherever such rights are recognized.

(iv) The Company has no obligation to use the Recordings or any Materials, or create, produce, advertise, or promote the Contest or the Materials, or include the Recording in any broadcast or other exploitation of the Contest, or to exercise any rights given by this Agreement. Entrant acknowledge and agree that Entrant have no right to review or approve the broadcast or other exploitation of the Contest, the Recordings, or the Materials before they are used by Company or at any other time, and that Company or any of the Released Parties will not have any liability to Entrant for any editing or alteration of the Recordings or the Materials, or for any distortion, optical illusion, faulty mechanical reproductions or other effects resulting from Company's editing, alteration, or use of the Recordings, or the Materials, or the Company's presentation of Entrant. Any acknowledgment or credit of Entrant in connection with the broadcast or other exploitation of the Contest or the Materials, if any, shall be determined by Company or the other Released Parties in their sole discretion.

(v) To the fullest extent permitted by applicable law, Entrant hereby irrevocably waives all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, violation of moral rights, libel, slander, defamation, invasion of any rights of privacy, intrusion upon seclusion, violation of rights of personality or publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "**Claims**") arising directly or indirectly from the Company's or Released Parties exercise of their rights under this Agreement or the production, exhibition, advertising, promotion, exploitation, or other use of the Contest, the Recordings, and/or the Materials, and whether resulting in whole or in part by the negligence of Company or any other person, covenant not to make or bring any such Claim against any of the Released Party and their agents, employees, and representatives, and forever release and discharge the Released Parties from liability under such Claims. Entrant understands that Company is relying on this Agreement and will incur significant expense in reliance on this Agreement, and Entrant agrees that this Agreement cannot be terminated, rescinded or modified, in whole or in part. Entrant waives Entrant's right to injunctive and other equitable relief in the event of a dispute with Company. Entrant will not have the right to enjoin or interfere with the production, distribution, exploitation, advertising, or promotion of the Recording, the Materials or the Contest.

(vi) Entrant represents and warrants to Company that Entrant has full right, power, and authority to enter into this Agreement and grant the rights hereunder. Entrant further represents and warrants to Company that Entrant will provide only true and correct statements and other information in connection with the Recording and the Contest and that Entrant's participation in the Contest, and the Company's and other Released Parties' use of the Recording and the Materials and the rights and licence granted hereunder, do not, and will not, violate any right of (including without limitation copyright, trademark, trade secret, right to privacy or right of personality or publicity), defamation laws, or conflict with, or violate any contract or agreement with or commitment made to, any person or entity, and that no consent or authorization from, or any payment to, any third party is required. Entrant agrees to defend, indemnify, and hold harmless the Company and other Released Parties from and against all Claims by third parties resulting from Entrant's breach or alleged breach of this Agreement or any of the foregoing representations and warranties.

(vi) Entrant represents that the Released Parties shall not be required to obtain permission from or to pay any third party in connection with the Rights;

(viii) Entrant agrees that Released Parties may contact the Entrant for marketing purposes and send the Entrant information regarding their products. Each winner of the Contest, by acceptance of Prize, grants to the Contest's sponsors, the Company, the Company's sponsors and the other Released Parties and each of their respective designees the right to publicize such winner's name, address (city and state of residence), photograph, voice and/or other likeness and prize information in any and all media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission, unless prohibited by law.

This Agreement constitutes the sole and entire agreement of the parties to this Agreement regarding the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. Entrant has not relied on any statement, representation, warranty, condition, or agreement of Company or of any other person on Company's behalf, including any representations, warranties, conditions or agreements arising from statute or otherwise in law, except for the representations, warranties, conditions or agreements expressly contained in this Agreement. If any term or provision of this Agreement is invalid, illegal, or

unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The Company may assign this Agreement and its rights and obligations hereunder, in whole or in part, to any party. This Agreement shall be binding on and shall inure to my benefit and the benefit of Company, the Released Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the province of Ontario or any other jurisdiction). Any claim or cause of action arising under or relating to this Agreement shall be brought only in the courts of the province of Ontario in the City of Toronto, and Entrant hereby irrevocably consents to the exclusive jurisdiction of such courts. Entrant is an independent contractor under this Agreement. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties.

**THIS AGREEMENT PROVIDES THE COMPANY WITH ENTRANT'S ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, INCLUDING WITHOUT LIMITATION, ALLOWING THE COMPANY TO PUBLICIZE AND COMMERCIALY EXPLOIT ENTRANT'S NAME, LIKENESS, VOICE AND OTHER PERSONAL CHARACTERISTICS AND PRIVATE INFORMATION AS SET OUT ABOVE. BY SIGNING, ENTRANT ACKNOWLEDGES THAT ENTRANT HAS READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, ENTRANT ACKNOWLEDGES AND AGREES THAT ENTRANT IS GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY AND THAT ENTRANT HAS BEEN GIVEN THE OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE IN CONNECTION WITH THIS AGREEMENT OR HAVE VOLUNTARILY WAIVED ENTRANT'S RIGHT TO DO SO.**

Signed:

\_\_\_\_\_

Print Name of Entrant:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_

I/We am/are the parent(s) or legal guardian(s) of the minor named above. I/We have the legal right to consent to and, by signing below, we hereby do consent in all respects to the terms and conditions of this Agreement.

Signed:

\_\_\_\_\_

Printed Name of Parent or Legal Guardian #1:

---

Address:

---

---

Date: \_\_\_\_\_

Signed:

---

Printed Name of Parent or Legal Guardian #2:

---

Address:

---

---

Date: \_\_\_\_\_