



# FFP BREAKDOWN & TEAM OBLIGATIONS

## **Section 1 - Basic FFP Rundown**

### **1. WHAT IS THE FFP AND WHAT ARE THE BENEFITS?**

1.1 By participating in BLAST tournaments, teams may become FFP members for the circuit. Becoming a member team will allow teams to gather tokens throughout a circuit, which is redeemed for money against the FFP Pool.

### **2. HOW DOES A TEAM BECOME A FFP MEMBER?**

2.1 A team will become a member once they have participated, and fully completed, in four (4) tournaments in the circuit.

2.1.1 Completing a Closed Qualifier does not count towards your four (4).

### **3. HOW LONG CAN A TEAM BE A FFP MEMBER?**

3.1 A team will be considered a member for the rest of the circuit, unless they forfeit their right to being a member.

### **4. HOW DOES A TEAM LOSE FFP MEMBERSHIP?**

4.1 A team will lose membership if they decline an event in the circuit, and do not have an event pass ("skip"). Once a team has forfeit being a FFP member they will not be able to earn it until the following circuit.

### **5. WHAT ARE THE TOKENS THAT TEAMS EARN?**

5.1 Teams are awarded tokens for their participation and progress through tournaments over the circuit. These tokens are later converted into a cash sum against the FFP Pool. Tokens only become valid once a team has achieved membership status. For the avoidance of doubt, teams can collect tokens before becoming a membership team.

5.2 The cash sum for each token changes based on a few possibilities:

5.2.1 Minimum Guarantee of the FFP Pool (\$2,000,000)

5.2.2 Amount of total tokens issued

5.2.3 Kick back incentive based on Premier's revenue to increase the FFP Pool

5.3 To calculate the price of an individual token you will follow the following formula:  $(\$2,000,000 + \text{FFP Kicker Bonus}) / \text{Total amount of Redeemable FFP Tokens}$

### **6. WHAT IS THE MINIMUM GUARANTEE OF THE FFP?**

6.1 This is a pledge of two million dollars (\$2,000,000) by BLAST towards the pool in which the cost of tokens are calculated.

### **7. HOW DOES THE KICK BACK INCENTIVE WORK?**

7.1 BLAST will increase the worth of FFP tokens based on certain Circuit Gross Revenue milestones. Hitting a milestone will increase the price of a token as the overall pot of money will increase. A breakdown of this can be seen in the table in Section 2 - FFP POOL DETAILS.

### **8. HOW DOES A TEAM EARN A TOKEN?**

8.1 Teams can earn tokens by hitting certain milestones and achievements in the BLAST circuit. The achievement will determine the reward. Below is a breakdown of such:

8.1.1 One (1) Token:

- (a) Becoming a full FFP member
- (b) Reaching stage 2 of Bounty and/or Open

8.1.2 Two (2) Tokens:

- (a) Participating, and finishing, in five (5) events in the circuit
- (b) Winning any even in the Circuit (apart from the Closed Qualifiers)

8.1.3 Four (4) Tokens:

- (a) Participating, and finishing, in six (6) events in the circuit

## **9. DO ALL TEAMS EARN MONEY FROM THE FFP IF THEY HAVE TOKENS?**

9.1 Only teams who make it to full FFP membership will be paid for the tokens they've earnt over the circuit.

## **10. WHAT IS AN EVENT PASS AND HOW DOES A TEAM EARN ONE?**

10.1 Once a team becomes a FFP member they will be awarded one (1) Event Pass. This pass will allow a team to skip one event punishment free. This pass lasts for 12 events after qualifying for it.

10.1.1 Coming into a new circuit a team may already hold an Event Pass from a previous circuit

## **Section 2 - Financial Mechanics AND Distribution Regulations of the FFP**

### **1. INTRODUCTION TO FFP MEMBERSHIP**

1.1 The purpose of the FFP Membership scheme is to reward Teams that consistently Participate in Events and, achieve high Rankings.

### **2. FFP MEMBERSHIP: ELIGIBILITY, DURATION AND CATEGORIES**

2.1 **FFP Eligibility:** only FFP Eligible Teams may be awarded, and hold, an FFP Membership. FFP Membership is not an entitlement available to Rosters, unless the Roster constitutes a Team such that the Roster is the same entity that accepted the Invitation to the Event. FFP Membership is not transferable between Teams.

2.2 **Awarding of FFP Membership:** FFP Eligible Teams shall be awarded FFP Membership in accordance with Paragraph 3.1 and 4.1 of these Regulations.

2.3 **Duration of FFP Membership:** FFP Membership is an annual scheme valid for the Circuit in which it was awarded. Accordingly, at the end of a Circuit, but subject to Paragraph 4.3 and Paragraph 7 of these Financial Mechanics and Distribution Regulations, all FFP Memberships expire on the Circuit End Date. All Teams remain eligible for future iterations of the FFP Membership scheme provided that they are FFP Eligible Teams at the applicable time in accordance with, but subject to, the Tournament Regulations including but not limited to these Financial Mechanics and Distribution Regulations.

2.4 **Categories of FFP Membership:** there are two (2) categories of FFP Membership, namely:

2.4.1 FFP Probationary Membership; and

2.4.2 FFP Fully Membership.

### **3. FFP PROBATIONARY MEMBERSHIP**

3.1 **Awarding of FFP Probationary Membership:** subject to Paragraphs 5.1 to 5.3 of these Financial Mechanics and Distribution Regulations, an Admitted Team is automatically awarded FFP Probationary Membership if:

3.1.1 it is an FFP Eligible Team at the point of Admission to its first (1<sup>st</sup>) Event of the Circuit; and

3.1.2 BLAST confirms by way of the Technical Completion Certificate that the FFP Eligible Team is deemed to have achieved Technical Completion of its first (1<sup>st</sup>) Event of the Circuit. If an Admitted Team has not achieved Technical Completion of its first (1<sup>st</sup>) Event of the Circuit, then BLAST may, in its sole discretion, determine that the Admitted Team should not be awarded FFP Membership. In such circumstances, BLAST shall communicate determination to the Admitted Team in writing and shall set out its decision as to whether that Admitted Team remains an FFP Eligible Team for the Circuit or whether it has forfeited its right to be an FFP Eligible Team for the Circuit.

3.2 **FFP Probationary Membership Benefits:** FFP Probationary Membership entitles an Eligible FFP Team to accrue Non-Redeemable FFP Tokens for the Circuit. For the avoidance of doubt, an Admitted Team shall be entitled to hold any FFP Tokens awarded at the Event for which the applicable Admitted Team qualified as an FFP Member.

3.3 Treatment of Non-Redeemable FFP Tokens: any Non-Redeemable FFP Tokens that are accrued by a Team during a Circuit are either:

- 3.3.1 automatically converted to Redeemable FFP Tokens on the awarding of FFP Full Membership in accordance with Paragraph 4.2.2 of these Financial Mechanics and Distribution Regulations; or
- 3.3.2 forfeited if:
  - (a) the holder becomes an Ineligible FFP Team in accordance with Paragraph 5 of these Financial Mechanics and Distribution Regulations; or
  - (b) at the Circuit Completion Date the holder is not a FFP Full Member.

#### **4. FFP FULL MEMBERSHIP**

4.1 Awarding of FFP Full Membership: subject to Paragraph 5.1 to 5.3 of these Financial Mechanics and Distribution Regulations, a Team's FFP Probationary Membership is automatically converted to FFP Full Membership where it is an Eligible FFP Team on its receipt of its Technical Completion Certificate of its fourth (4<sup>th</sup>) Event of a Circuit.

4.2 FFP Full Membership Entitlement: FFP Full Membership entitles a Team to the following:

- 4.2.1 one (1) Redeemable FFP Token;
- 4.2.2 subject to paragraph 6.5 of these Financial Mechanics and Distribution Regulations, the conversion of any validly accrued Non-Redeemable FFP Tokens to Redeemable FFP Tokens;
- 4.2.3 one (1) Event Pass; and
- 4.2.4 an entitlement to receive an FFP Distribution Allocation in accordance with Paragraph 7;

4.3 Event Passes: an Event Pass:

- 4.3.1 is awarded to an Eligible FFP Team on its obtaining of FFP Full Membership;
- 4.3.2 acts as a onetime redeemable protection policy against the otherwise automatic forfeiture of FFP Membership pursuant to Paragraph 5 of these Financial Mechanics and Distribution Regulations;
- 4.3.3 is, subject to Paragraph 5.3.3 of these Financial Mechanics and Distribution Regulations, valid for the next twelve (12) Events following the applicable Event for which that Team obtained FFP Full Membership for the Circuit;
- 4.3.4 is deemed to be automatically exercised by its holder if that Team:
  - (a) declines an Invitation; or
  - (b) is not awarded a Technical Completion Certificate for an Event for which it was Admitted.

## **5. INELIGIBILITY AND/OR FORFEITURE OF FFP MEMBERSHIP**

5.1 Forfeiture of FFP Eligible Status: where a Team is not currently holding an FFP Membership it will automatically forfeit its right to obtain an FFP Membership for that Circuit if:

- 5.1.1 it declines an Invitation and does not hold a valid Event Pass; or
- 5.1.2 it does not achieve Technical Completion for an Event for which it was Admitted and BLAST exercises its discretion in Paragraph 3.1.2 of these Financial Mechanics and Distribution Regulations.

5.2 Forfeiture of FFP Membership Status: a Team holding an FFP Membership:

- 5.2.1 will automatically forfeit its FFP Membership if:
  - (a) at any time, it becomes an FFP Ineligible Team; and/or
  - (b) at the Circuit Completion Date for which the Team was awarded FFP Membership in the case of FFP Full Members such forfeit does not affect its accrued rights as an FFP Full Member for that Circuit, namely the right to: (i) receive its FFP Distribution Share in accordance with Paragraph 7 and (ii) retain any valid and unused Event Passes it has accrued; or
- 5.2.2 may, at BLAST's discretion, be stripped of its FFP Membership if an Admitted Team fails to achieve Technical Completion of an Event or as a Sanction howsoever arising.

5.3 Effect of Forfeiture: where the provisions of 5.1 and/or 5.2.1(a) and/or 5.2.2 apply, then that Team:

- 5.3.1 is deemed an FFP Ineligible Team for the remainder of that Circuit;
- 5.3.2 is stripped of all its FFP Tokens;
- 5.3.3 is stripped of all its Event Passes; and
- 5.3.4 is ineligible to be awarded any further FFP Tokens during the applicable Circuit.

## **6. FFP TOKENS**

6.1 FFP Token Value: the different categories of FFP Token have different values:

- 6.1.1 there is one class of Redeemable FFP Token, and as such each Redeemable FFP Token carries the same Redeemable FFP Token Value, which is calculated following the Circuit Completion Date in accordance with Paragraph 7 of these Financial Mechanics and Distribution Regulations.
- 6.1.2 Non-Redeemable FFP Tokens carry nil value until such time (if any) as they are converted into Redeemable FFP Tokens in accordance with Paragraph 4.2.2 of these Financial Mechanics and Distribution Regulations.

6.2 Categorisation of FFP Tokens: the categorisation of FFP Tokens as either:

- 6.2.1 Redeemable FFP Tokens; or

6.2.2 Non-Redeemable FFP Tokens

6.3 is determined by the applicable Team's FFP Membership category at the Circuit Completion Date for the Event at which the FFP Token is awarded to the Team.

6.4 Awarding of FFP Tokens: FFP Tokens will be awarded to FFP Eligible Teams in the following instances:

6.4.1 one (1) FFP Token on:

- (a) the award of Full FFP Membership;
- (b) reaching the Play Off (LAN) stage of a BLAST Premier Bounty Event and achieving Technical Completion of that Event; and
- (c) reaching the Play Off (Arena) stage of a BLAST Premier Open Tournament Event and achieving Technical Completion of that Event

6.4.2 two (2) FFP Tokens on:

- (a) Technical Completion of a Team's fifth (5<sup>th</sup>) Event on the Circuit; and/or
- (b) winning an Event on the Circuit (other than a The Open - Closed Qualifier Event) and achieving Technical Completion of that Event.

6.4.3 four (4) FFP Tokens on Technical Completion of a Team's sixth (6<sup>th</sup>) Event on the Circuit.

6.5 FFP Token Register: BLAST shall maintain the FFP Token Register, available on BLAST.tv, for the Circuit which details:

- 6.5.1 all FFP Tokens awarded on the Circuit;
- 6.5.2 the FFP Eligible Teams holding the circulated FFP Tokens;
- 6.5.3 the FFP Membership status of each FFP Eligible Teams holding the circulated FFP Tokens;
- 6.5.4 any forfeited FFP Tokens in accordance with paragraph 5 of the Financial Mechanics and Distribution Regulations

6.6 Validity and Treatment of FFP Tokens: any FFP Tokens awarded during a Circuit to either:

- (a) an FFP Ineligible Team; or
- (b) an FFP Member who then forfeits its FFP Membership in accordance with Paragraph 5 of these Financial Mechanics and Distribution Regulations

6.6.2 shall be deemed void and no longer in circulation and such information shall be reflected in the FFP Token Register.

## **7. FFP POOL AND DISTRIBUTION**

7.1 FFP Pool: BLAST shall be solely responsible for setting the level of, and terms attaching to, the FFP Pool. The FFP Pool is made up of

7.1.1 the FFP Minimum Guarantee;

- 7.1.2 any applicable FFP Kicker Bonus Amounts; and
- 7.1.3 any Forfeited Participation Fees that are committed to the FFP Pool as provided for in the Handbook and Tournament Regulations or as otherwise determined by BLAST.

7.2 Circuit Gross Revenue Baseline: during each Circuit, BLAST shall set a Circuit Gross Revenue Baseline, the details of which are set out in FFP POOL DETAILS – CIRCUIT 2025 to these Financial Mechanics and Distribution Regulations. In this respect:

- 7.2.1 where FFP Reporting shows that Circuit Gross Revenue fails to achieve the Circuit Gross Revenue Baseline there shall be no impact on the FFP Minimum Guarantee that BLAST will contribute to the FFP Pool; but
- 7.2.2 where FFP Reporting shows that Circuit Gross Revenue exceeds the Circuit Gross Revenue Baseline and surpasses an FFP Kicker Bonus Threshold then Paragraph 7.3 below shall apply.

7.3 FFP Revenue Bonuses: to reward the FFP Full Members who contribute to the commercial success of the Circuit, BLAST shall add an amount equalling the FFP Kicker Bonus Amount to the FFP Pool for each occasion that Circuit Gross Revenue surpasses an FFP Kicker Bonus Threshold. The details and worked examples for the FFP Kicker Bonus Amount entitlements and its impact on the FFP Pool are set out in FFP POOL DETAILS – CIRCUIT 2025 of these Financial Mechanics and Distribution Regulations.

7.4 Calculating the FFP Pool: for each Circuit, and following the Circuit Completion Date, BLAST shall:

- 7.4.1 calculate to the total amount of the FFP Pool by:
  - (a) undertaking an audit of the Circuit Gross Revenue and calculating the FFP Pool for the Circuit, including:
    - (i) the total amount of the Circuit Gross Revenue;
    - (ii) the amount of any FFP Kicker Bonus Amount (if applicable) to be added to FFP Pool; and
    - (iii) the amount of any Forfeited Participation Fee (if applicable) to be added to FFP Pool
  - (b) calculate the Redeemable FFP Token Value.

7.5 FFP Pool Reporting: BLAST shall, by no later than the FFP Reporting Date, have provided the following reporting ("FFP Reporting") to each FFP Eligible Team holding an FFP Full Membership on Circuit Completion Date:

- 7.5.1 the total amount of the FFP Pool for the Circuit including a breakdown of:
  - (a) the total amount of the Circuit Gross Revenue;
  - (b) the amount of the FFP Minimum Guarantee;
  - (c) the amount of any FFP Kicker Bonus Amount (if applicable); and
  - (d) the amount of any Forfeited Participation Fee (if applicable).

- 7.5.2 the Redeemable FFP Token Value;
- 7.5.3 the division of the FFP Pool between each FFP Eligible Team holding an FFP Full Membership on the Circuit Completion Date by reference to the number of Redeemable FFP Tokens held by each applicable Full FFP Member Team as set out on the FFP Token Register and multiplying that number by the Redeemable FFP Token Value;
- 7.5.4 any other information that BLAST, in its sole discretion, deems relevant or necessary to provide reporting on regarding the FFP Pool or Circuit in question.

7.6 Payment of Team's Share of the FFP: subject to Paragraph 7.7 below, within thirty (30) days of the provision of the FFP Reporting Date and provision of the FFP Reporting, but subject always to BLAST's receipt of a valid invoice (with a correct BLAST created PO number included) pay each FFP Eligible Team holding an FFP Full Membership its FFP Distribution Allocation into its Team Nominated Bank Account.

7.7 Set-Off: BLAST has the right to deduct, set off and retain from payments to any Team:

- 7.7.1 all sums required to be deducted or retained by way of withholding, trading or other tax pursuant to the laws of any country; and/or
- 7.7.2 any amounts owed to BLAST by that Team and/or any of its Participants; and/or
- 7.7.3 any amounts imposed on that Team and/or its Participant(s) or payable by that Team and/or its Participant(s) whether under the Handbook, or the Tournament Regulations or as a result of any disciplinary action, Sanction or other sanction imposed on that Team and/or its Participant(s) in accordance with the Handbook and Tournament Regulations, including but not limited to fines, costs, awards or decisions made by BLAST or any tribunal or arbitral body formed pursuant to the Handbook and Tournament Regulations (plus an administration charge as specified by BLAST from time to time).

## **8. PAYMENTS TO COMPETITIVE PARTICIPANTS**

8.1 Participants' Share: each Team and Participant accepts and agrees that it is the sole responsibility of the Team to ensure that each Participant is paid any share of the Prize Money, Participation Fee or FFP Distribution Allocation in accordance with the applicable Team x Participant Agreement.

8.2 Release of BLAST: each Team and Participant accepts and agrees that once BLAST pays a Team its share of the Prize Money, Participation Fees or FFP Distribution Allocation (as applicable):

- 8.2.1 BLAST will be deemed to have fully discharged its payment obligations;
- 8.2.2 BLAST shall have no liability to any of the Participants for non-payment by a Team; and
- 8.2.3 BLAST shall indemnified and held harmless by each applicable Team on the terms set out in Paragraph 9.3 of the Handbook Terms and Conditions against any and all Losses howsoever and wherever arising out of or connected to any breach of, or any inconsistencies in relation

to, that Team's failure to make payments to its Participants as either provided herein or in the applicable Team x Participant Agreement.

### ***FFP POOL DETAILS – CIRCUIT 2025***

For the Purposes of the Financial Mechanics and Distribution Regulations, the following terms shall have the following meanings:

<b>"Circuit Gross Revenue Baseline"</b>	means USD \$25,000,000 for the 2025 Circuit
<b>"FFP Minimum Guarantee"</b>	means USD \$2,000,000 for the 2025 Circuit
<b>"FFP Kicker Bonus Amount"</b>	means USD \$500,000 for the 2025 Circuit
<b>"FFP Kicker Bonus Threshold"</b>	means increments of \$5m above the Circuit Gross Revenue Baseline

### **2025 CIRCUIT FFP KICKER BONUS AMOUNT TRACKER**

<b>Circuit Gross Revenue</b>	<b>FFP Kicker Bonus Amount</b>	<b>Total FFP Kicker Bonus Amount for Circuit</b>
< USD\$29,999,999	USD\$0	USD\$0
>USD\$30m but < USD\$35m	USD\$500,000	USD\$500,000
>USD\$35m but < USD\$40m	USD\$500,000	USD\$1,000,000
>USD\$40m but < USD\$45m	USD\$500,000	USD\$1,500,000
>USD\$45m but < USD\$50m	USD\$500,000	USD\$2,000,000
>USD\$50m but < USD\$55m	USD\$500,000	USD\$2,500,000
>USD\$55m but < USD\$60m	USD\$500,000	USD\$3,000,000
>USD\$60m but < USD\$65m	USD\$500,000	USD\$3,500,000
>USD\$65m but < USD\$70m	USD\$500,000	USD\$4,000,000
<i>USD\$70m but &lt; USD\$75m</i>	<i>USD\$500,000</i>	<i>USD\$4,500,000</i>

## **Section 3 - Financial Mechanics AND Distribution Regulations**

### **1. COMMERCIAL RIGHTS**

- 1.1 General: BLAST has the exclusive right to (and/or appoint a third party to) control, promote, negotiate and exploit the Commercial Rights and all other rights in and to the Tournament and to enter into BLAST Commercial Agreements. All aspects relating to the commercial exploitation of Events, Circuits and the wider Tournament are, in the first instance, reserved to BLAST.
- 1.2 Team and Participant Cooperation: each Team and Participant acknowledges and agrees that it is in the interests of BLAST, the Tournament and each Team and Participant that it/they reasonably cooperate with BLAST in relation to the Commercial Rights and shall:
  - 1.2.1 provide such information to BLAST as BLAST may reasonably request to assist BLAST to develop commercial opportunities for the Events, Circuit and Tournament as a whole and to mitigate against any avoidable conflicts with the Team Partners;
  - 1.2.2 undertake such reasonable acts and things as may be reasonably necessary to enable BLAST to negotiate, fulfil, or enable fulfilment of the BLAST Commercial Agreements; and
  - 1.2.3 comply with the terms of this Intellectual Property and Commercial Rights Regulations.
- 1.3 Tournament Partners: The Team acknowledges, accepts and agrees that each Event and each Circuit will have official Tournament Partners, and sponsorship and other commercial arrangements across all aspects and designations of the Tournament as a whole. Each Team and Participant acknowledges, accepts and agrees that Tournament Partners may directly compete with a Team's and/or Participant's own sponsors. BLAST may appoint presenting or title sponsors for its entire Circuit or individual Events - *e.g. BLAST Premier Open presented by [XXX]. Such Tournament Partners will be communicated to Admitted Teams and such Admitted Teams are obliged to include the full name of the event in their official communications connected to or deriving from the Event.*
- 1.4 Team and Participant Rights: Subject always to the terms set out in these Intellectual Property and Commercial Rights Regulations, each Team and Participant shall have the right to promote and market themselves and to enter into sponsorship agreements and other similar agreements.

### **2. INTELLECTUAL PROPERTY**

- 2.1 Ownership of BLAST IP and Tournament IP: each Team and Participant acknowledges and agrees that:
  - 2.1.1 BLAST shall exclusively own and retain all Tournament IP and BLAST IP howsoever arising; and
  - 2.1.2 if for any reason any ownership rights in or to BLAST IP and/or Tournament IP are held by a Team or a Participant, then:
    - (a) the Team assigns (and shall procure that its applicable Participant(s) assign) to BLAST, including by way of future

assignment where necessary, all of its/their worldwide right, title and interest to such BLAST IP and/or Tournament IP, in order to exclusively vest the same in BLAST;

- (b) each Participant assigns to BLAST, including by way of future assignment where necessary, all of its/their worldwide right, title and interest to such BLAST IP and/or Tournament IP, in order to exclusively vest the same in BLAST; and
- (c) each Team and Participant shall provide (and in the case of Teams shall procure that its applicable Participants shall provide) BLAST with reasonable assistance to further evidence BLAST's ownership of the BLAST IP and Tournament IP.

2.1.3 It is acknowledged and agreed that the assignment of BLAST IP and/or Tournament IP set forth herein is and will be: (i) effective immediately and automatically upon its creation; and (ii) made without additional consideration, financial or otherwise. If for any reason the BLAST IP and/or Tournament IP is not assignable to BLAST then each Team and Participant grants (and in the case of a Team shall procure that the applicable Participant shall grant) to BLAST an exclusive, royalty-free, permanent, irrevocable, sub-licensable, transferable and worldwide right and licence over the BLAST IP and/or Tournament IP and agrees not to carry out any exploitation, usage or enforcement of the same without BLAST's express written consent.

2.2 Grant of Rights: by Participating in an Event or on the Circuit, each Team and Participant grants BLAST, on behalf of itself (and in the case of a Team such grant extends to its Participants and each Team further agrees to procure that its Participants grant to BLAST):

2.2.1 the exclusive right to, and to authorise third parties (including, without limitation, the Licensed Parties or Venue employees, representatives or contractors) to:

- (a) photograph, record, publish, broadcast, stream, disseminate, telecast, transmit, air, distribute, or otherwise exhibit or reproduce, in any manner whatsoever and in any and all media whether now known or hereinafter invented, all or any part of an Event or the Circuit including, without limitation, its, or their, involvement and/or Participation in an Event or the Circuit, the promotion and/or commercialisation thereof, including related happenings/occurrences during, or relating to, connected with or deriving from, an Event (including but not limited to during Matches, back stage and as part of any Promotional Obligations), the Promotional Content including without limitation any of the foregoing's Intellectual Property Rights or otherwise (the foregoing, collectively, "**Tournament Related Content**").
- (b) right to freely edit, modify and otherwise use and exploit Tournament Related Content without restriction at its sole discretion including across any and all media whether now known or hereinafter invented.

2.2.2 Nothing contained herein shall prevent the Team or Participant from creating and posting content on its or their Social Channels provided the same comply with the terms herein and the Handbook and Tournament Regulations.

2.2.3 a worldwide, non-exclusive, royalty free, irrevocable, perpetual (subject to the below) and sub-licensable licence to BLAST to use Team IP and Participant IP in connection with and in order to facilitate the broadcasting, streaming, advertising, promotion and commercial exploitation of the Tournament (and each Event and Circuit) and the Commercial Rights without restriction at its sole discretion including across any and all media whether now known or hereinafter invented including without limitation;

- (a) to enable BLAST to exploit the Commercial Rights and enter into and fulfil the BLAST Commercial Agreements;
- (b) to design, create, manufacture, promote, advertise and sell Tournament Merchandise;
- (c) in connection with the creation and exploitation of any Promotional Content;
- (d) in connection with any Tournament or Event or Circuit specific player destination pages, websites and mobile apps and its social media channels;
- (e) in connection with press releases, posters, signs, newsletters, email alerts, online announcements and postings and other editorial content;
- (f) for general advertising, marketing and promotion of the Tournament (or any Event or Circuit);
- (g) for digital in-game goods and the marketing and promotion thereof (for the avoidance of doubt, this shall not grant BLAST the right to create and sell such digital in-game goods with the Team's IP); and
- (h) in connection with any other activities related to the Tournament (or any Event or Circuit) or the Matches.

2.3 Protection for the Team regarding Commercial Usage: To the extent a Team's IP and/or Participant's IP is used to fulfil BLAST Commercial Agreements, BLAST shall ensure that the relevant Tournament Partner only uses a Team's IP or Participant's IP (as applicable) for the purposes of advertising and promoting a Tournament Partner's association with BLAST and/or the Tournament (including any Event or Circuit), as opposed to any form of direct endorsement by the Participant or Team of a Tournament Partner, unless otherwise agreed in writing by the Team and/or Participant (as applicable). There shall be no use of any Team IP or Participant IP in such a way which gives undue prominence to a Team or Participant over any other Team or Participant and/or that reasonably and objectively suggests that a Team or Participant has a direct commercial relationship with a Tournament Partner or other third party if such direct relationship does not exist. Accordingly,

2.3.1 BLAST will use reasonable efforts to ensure that the terms of this Paragraph 2.3, are reflected by way of legally binding assurances from the relevant Tournament Partner and to the extent that the relevant

Tournament Partner breaches such contractual assurances, BLAST agrees to take appropriate action to enforce such terms.

2.3.2 provided that the terms Paragraph 2.3 are adequately reflected by way of legally binding assurances from a Tournament Partner, BLAST shall not be liable to a Team or Participant in the event that the relevant Tournament Partner breaches such terms.

2.3.3 BLAST and the Tournament Partners (as applicable) shall have the right to continue to refer to, or make use of, a Team's IP and Participant's IP and the Tournament Related Content in a historical context, or for promotional or editorial purposes, in any and all media, whether now known or hereinafter invented, provided that BLAST, or the relevant Tournament Partner, shall not imply any form of endorsement of BLAST or the Tournament (or any Event or Circuit) or the Tournament Partner by the Team or a Participant in these circumstances.

2.4 **Protection of BLAST IP and Tournament IP:** in instances where BLAST grants a Team or Participant a right to use BLAST IP and/or Tournament IP such grant is always subject to compliance with Handbook and Tournament Regulations, including but not limited to the following:

2.4.1 any use and other exploitation of the BLAST IP or Tournament IP in any media shall at all times be subject to BLAST's prior written approval in each instance **SAVE THAT** such approval shall not be necessary or required (i) in respect of the Promotional Obligations and (ii) where the proposed use is substantially the same as a use for which BLAST has previously provided its approval;

2.4.2 in no circumstances may BLAST IP or Tournament IP be used or otherwise exploited by a Team Partner or Participant Partner

2.4.3 in no circumstances may BLAST IP or Tournament IP be used or otherwise exploited in any manner which may constitute or suggest a sponsorship or endorsement by BLAST of a Team, Participant or any third party;

2.4.4 each Team and Participant shall not itself or authorise others on its behalf to, register any BLAST IP or Tournament IP with any governmental authority or other intellectual property registry or other authority or otherwise seek to use or incorporate any BLAST IP or Tournament IP (or other Intellectual Property Rights which are the same or similar to the BLAST IP or Tournament IP) in any trademark or domain name registration or otherwise seek to use, or apply for or obtain registration of any BLAST IP or Tournament IP or any marks confusingly similar thereto for any purpose other than as specified herein; and

2.5 If BLAST determines that a Team or Participant is in breach of Paragraph 2.4 of these property and Commercial Rights Regulations, or otherwise disapproves of the use of BLAST IP or Tournament IP, then BLAST shall request that the Team or Participant immediately ceases such use of BLAST IP or Tournament IP and the Team and/or Participant (as applicable) shall immediately comply with such request.

**3. PROTECTION OF TOURNAMENT IP AND THE COMMERCIAL RIGHTS**

3.1 **Background:** the Tournament and the Tournament IP and the goodwill that attaches thereto is protected in law. The purpose of this section is not to

rehearse these legal protections, which include but are not limited to rights deriving from copyright, trademarks, database rights and design rights and the associated protections offered by so-called 'passing-off' causes of action, but to emphasise the importance of proactively and co-operatively protecting the BLAST IP and the Tournament IP and the importance that such protection and enforcement has on the value of the Commercial Rights, the ability to attract Tournament Partners and, therefore, the impact on Tournament Gross Revenue (for which the FFP Members ultimately benefits).

3.2 General: each Team and Participant agrees that there is a legitimate and proportionate requirement on BLAST to protect the integrity of the BLAST IP and the Tournament IP and the funding of the Tournament (and each Event and Circuit) through the exploitation of the Commercial Rights. To the extent that the investment in the Tournament by Licensed Parties is devalued by Ambush Marketing tactics, it is accepted that this could materially threaten the financial viability of the Tournament and the investment in the same by Tournament Partners in the future. Each Team and Participant, therefore, accepts and agrees that through its or their own processes and commercial strategies it can, and shall, co-operate and assist BLAST in protecting the BLAST IP, Tournament IP and the Commercial Rights against Ambush Marketing in accordance with these Intellectual Property and Commercial Rights Regulations.

#### **4. AMBUSH MARKETING**

4.1 Obligations Regarding Ambush Marketing: each Team and Participant hereby confirms and agrees, that:

4.1.1 Co-Operation: they shall co-operatively:

- assist BLAST in combating and preventing third party activities which seek to undermine, or may have the effect of undermining, the Commercial Rights (and the value thereof);
- provide BLAST with all such assistance as BLAST may reasonably require in order to prevent and tackle Ambush Marketing; and
- shall use its and their best endeavours to prevent third parties (including but not limited to Team Partners and any Participant Partners) undertaking Ambush Marketing activity in whatever guise.

4.1.2 Team or Participant Associated Ambush Marketing: neither a Team nor a Participant shall participate in any Ambush Marketing.

4.1.3 Team Responsibilities: as part of the Ambush Marketing protections set out herein, each Team and Participant shall, and shall use best endeavours to ensure that any Team Partner or Participant Partner or any Applicable Third Party shall:

- not directly or indirectly become (or seek to become) associated with BLAST or the Tournament without the prior written consent of BLAST;
- use or authorise the use of BLAST IP or Tournament IP for Ambush Marketing; and
- comply with the provisions of this Paragraph 4 of the Intellectual Property and Commercial Rights Regulations, and where applicable, ensure that such terms are included within each of

their contractual arrangements with Participants, Participant Partners, Team Partners and other Applicable Third Parties (as appropriate).

- 4.1.4 **BLAST Notification:** BLAST will notify a Team or Participant in writing if the Team, Participant or any Team Partner or Participant Partner or any Applicable Third Party is conducting any activity which, in BLAST's reasonable opinion, constitutes either Ambush Marketing or any violation of the terms of the Handbook or the Tournament Regulations.
- 4.2 **Remedial Action:** following written notification by BLAST in accordance with Paragraph 4.1.4, the applicable Team or Participant shall cooperate, and shall take all measures required by BLAST to ensure, that the Team, Participant or any Team Partner or Participant Partner or any Applicable Third Party immediately cease and desist from such Ambush Marketing activity. Furthermore, where reasonably required by BLAST, the Team or Participant (as applicable) shall provide or procure written undertakings from any Team Partner or Participant Partner or any Applicable Third Party agreeing to immediately cease and desist from, and in the future refrain from, any Ambush Marketing activity. Provided that the applicable Team and/or Participant objectively complies with the terms of this paragraph 4.2, then BLAST shall not pursue any form of Sanction or other action against the Team unless it is shown that the Team or Participant directly and knowingly (or in instances where it/they were unaware of its actions or lack thereof, should reasonably have been aware) caused or facilitated the Ambush Marketing in question.
- 4.3 **Proactive Notification:** in the event that a Team or Participant becomes aware of any Ambush Marketing (whether by Team Partners, Participant Partners or otherwise), the Team or Participant (as applicable) shall immediately report to and inform BLAST of such Ambush Marketing and thereafter assist BLAST in accordance with these Intellectual Property and Commercial Rights Regulations.

## **5. RESTRICTIONS ON TEAMS DURING EVENTS**

- 5.1 **Background:** each Team and Participant acknowledges and agrees that based on the Format of the Tournament and the scheduling of Events and the Circuit, the maximising of the Commercial Rights and the implementation of the Commercial Strategy are vital to the long term financial and structural success, stability and viability of the Tournament. Accordingly, each Team and Participant accept the implementation of reasonable, legitimate and proportionate contractual protections to facilitate the maximising and most efficient use of the Commercial Rights.

## **6. BLACKLISTED CATEGORIES**

- 6.1 **Restrictions:** no Team or Participant shall enter into any sponsorship, endorsement or promotional agreement (or any such similar arrangement) with third parties in the Blacklisted Categories. (the "**Blacklisted Categories**")
- 6.2 **Revisions to Black Listed Categories:** BLAST shall have the right to update the list of Blacklisted Categories in its sole discretion from time to time and shall inform the Team of any such update. Notwithstanding the foregoing, BLAST shall act reasonably in updating the list of Blacklisted Categories and shall only add such categories which it deems necessary to protect the reputation and/or commercial viability of BLAST and the Tournament. Where BLAST adds a new category to the list of Blacklisted Categories (a "**New Category**") and a Team or Participant has a pre-existing commercial agreement with a third party within that New Category, the Team or Participant shall not be in breach of these

Intellectual Property and Commercial Rights Regulations provided that it/they do not renew or extend the term of the applicable commercial agreement.

## **7. NON-COMPLIANCE**

7.1 In the event that the Team or Participant is in breach of these Intellectual Property and Commercial Rights Regulations, and notwithstanding BLAST's other rights and remedies, BLAST shall have the right, in its sole discretion, to impose Sanctions. Any continuing or repeated breach of these Intellectual Property and Commercial Rights Regulations is likely to result in significant penalties, including without limitation unlimited fines, suspension from the Tournament and/or exclusion from the Frequent Flyers Program.

## **8. INTRODUCTION TO PROMOTIONAL OBLIGATIONS**

8.1 General: given the Format of the Events and the Tournament's scheduling, the creation and implementation of a consistent and engaging narrative regarding BLAST and the Tournament is critical to the commercial success of the Tournament, the value of the Commercial Rights and the ability of BLAST to attract Tournament Partners. Accordingly, BLAST is implementing the Commercial Strategy to ensure that the commercial potential of the Tournament is maximised, which in turn should enable BLAST to achieve the highest returns in respect of the Tournament Gross Revenue, for which each FFP Full Member Team shall also benefit. The Promotional Obligations shall consist of the obligations imposed on each Team and its Competitive Participants as set out in the Invitation Letter.

8.2 Commercial Strategy: on Admission, each Team acknowledges and agrees that its, and its Competitive Participants', active engagement/participation in, and assistance with, the Commercial Strategy is necessary for the long-term growth and health of the Tournament. Accordingly, each Team shall, and shall procure that its Competitive Participants shall, proactively support and engage in the Commercial Strategy and comply with the Promotional Obligations as provided in the Invitation Letter or as otherwise prescribed by BLAST.

## **9. DETAILS, SCHEDULING AND ITINERARY**

9.1 General: The form and format of the Promotional Obligations during each Circuit are set out in the Invitation Letter.

9.2 Promotional Obligations: Each Team acknowledges that it has read and fully understands the Promotional Obligations and Admission to an Event constitutes a representation that it shall fully comply with the Promotional Obligations for that Event.

9.3 Tournament Partners/Licensed Parties: each Admitted Team acknowledges that the Promotional Obligations, including the Appearance Obligations and the Messaging Obligations, may be sponsored by, created by and/or otherwise directly associated with the Tournament Partners or other Licensed Parties provided the same is in connection with the Tournament and their involvement therewith. There shall be no use of any Team IP in such a way which gives undue prominence to a Team over any other Admitted Team and/or that reasonably and objectively suggests that a Team has a direct commercial relationship with a Tournament Partner or other third party if such direct relationship does not exist.

9.4 Conflicts: To the extent that a Team has concerns that any of the Promotional Obligations may cause it to be in breach of its agreement with a Team Partner then the Team shall raise this concern with BLAST in writing before the

Acceptance Date. BLAST and that Team shall as soon as reasonably practicable (and in any event within ten (10) working days) discuss the same with a view to agreeing whether (i) a conflict is likely to occur and (ii) if such conflict is likely to, or does, occur, agree on the reasonable like-for-like substitute replacement activities for the Team and/or Competitive Participants to provide in the place of the activities in question.

## **10. APPEARANCE OBLIGATIONS**

10.1 General: each Team shall (and shall procure that its Competitive Participants shall) comply with all Appearance Obligations as specified in the Promotional Obligations. BLAST shall provide the BLAST Deliverables to each Team in respect of its, and its Competitive Participants', fulfilment of the Appearance Obligations. BLAST hereby acknowledges that the Team's Appearance Obligations shall not require a Team to actively and directly promote Tournament Partner(s). Some appearance obligations which form part of the Appearance Obligations will be sponsored by, or otherwise associated with, Tournament Partners, and each Team shall comply with such Appearance Obligations in accordance with the terms of the Handbook and Tournament Regulations (it being acknowledged that attending BLAST focused events that are sponsored by, or otherwise associated with, Tournament Partners does not constitute an active and direct promotion of the Tournament Partner itself).

10.2 Locations for Appearance Obligations: the locations for the applicable Appearance Obligations shall be confirmed in advance in the Promotional Obligations. In relation to the Appearance Obligations during Tournament Dates, each Team and BLAST hereby confirm and agree that:

10.2.1 Training: BLAST acknowledges that each Team and its Competitive Participants will require time allocated into the schedule for performance and training related activities, such as practice sessions ("Training"). Accordingly, BLAST shall ensure that at least 6 hours per day (as per applicable local time) are reserved exclusively for Training, upon request from a Team. Further, BLAST shall work with each Team and its Competitive Participants in order to mitigate against any unnecessary and avoidable disruption to the Team's preparation for the applicable part of the Tournament.

10.3 Expenses / Logistics: BLAST shall be responsible for the arranging and where necessary paying for all reasonable (and if reimbursement is requested by a Team, prior approved) costs in respect of the provision by a Team its Competitive Participants of the Appearance Obligations.

## **11. MESSAGING OBLIGATIONS**

11.1 General:

11.1.1 the Messaging Obligations are an essential part of the Commercial Strategy and are necessary for ensuring continuity of messaging and narrative for the Circuit and the Tournament. The Messaging Obligations shall cover both:

(a) the general promotional messaging obligations on Teams and Competitive Participants regarding the Tournament (i.e.: not part of any direct commercial promotion of Tournament Partners); and

- (b) more targeted promotional messaging obligations regarding Tournament / BLAST related content which is created, sponsored by or otherwise associated with Tournament Partners.

11.1.2 each Team shall, and shall use best endeavours to ensure that its Competitive Participants shall, comply with and proactively discharge the Messaging Obligations in accordance with the terms herein, the Handbook and the Tournament Regulations. The Messaging Obligations shall not require a Team to actively and directly promote Tournament Partner(s).

11.2 Content: subject to the context of the applicable Messaging Obligation (and in the absence of anything agreed to the contrary), BLAST shall provide each Team and its Competitive Participants with the pre-prepared text for up to fifty percent (50%) of the posts required on the Social Channels as part of the Messaging Obligations (the content of which will be subject to consultation with the Team). The Team and/or the Competitive Participants as applicable shall be responsible for the drafting and creation of the remaining Messaging Obligation posts to be posted on either the Team's and/or the Competitive Participant's Social Channels (which the Team hereby confirms, and shall procure that each Competitive Participants confirms, shall conform with and be in compliance with the Brand Guidelines and such other policies as may be introduced by BLAST).

11.3 Social Channels: each Team shall not, and shall procure that the Competitive Participants shall not, post any material on the Social Channels that is (or could be reasonably regarded as) disparaging, indecent, derogatory, defamatory, sexist, racist or otherwise inflammatory.

## **12. FINANCIALS AND DISTRIBUTION**

12.1 On a Teams' Admission to an Event, and subject to compliance with the Handbook and Tournament Regulations and any Sanction imposed by, or on behalf of, BLAST, each Admitted Team may be:

- 12.1.1 entitled to a Participation Fee for the Event, based on its Ranking at the time of the Invitation in accordance with Paragraphs 3 – 6 of these Financial Mechanics and Distribution Regulations;
- 12.1.2 entitled to Prize Money based on its performance at the Event in accordance with Paragraphs 7 – 9 of these Financial Mechanics and Distribution Regulations.
- 12.1.3 subject to maintaining its status as an FFP Eligible Team, eligible for the FFP Membership for the Circuit, capable of collecting FFP Tokens and on achieving FFP Full Membership entitled to an FFP Distribution Allocation on the terms of Paragraphs 10 – 16 of these Financial Mechanics and Distribution Regulations.

## **13. DISTRIBUTION OF FUNDS AND TECHNICAL COMPLETION**

13.1 BLAST shall set, calculate and distribute Participation Fees, Prize Money and any FFP Distribution Allocation in accordance with the terms of Financial Mechanics and Distribution Regulations.

13.2 Technical Completion: an Admitted Team achieves Technical Completion status for an Event on obtaining the Technical Completion Certificate. Should an Admitted Team fail to discharge its obligations under the Handbook and/or Tournament Regulations, such that Technical Completion has not strictly occurred, BLAST shall nonetheless have discretion over what (if any)

consequences that Admitted Team shall face. For the avoidance of doubt, this may include (but shall not be limited to) one or more of the following:

- 13.2.1 ruling that the Admitted Team is deemed to have achieved Technical Completion (including but not limited to whether or not a Sanction should be imposed);
- 13.2.2 providing a cure period to remedy any non-performance (with or without conditions);
- 13.2.3 ruling that Technical Completion has not occurred and some or all of rights attaching to Technical Completion are either lost, forfeited or maintained.

13.3 **Technical Completion Certificate:** within a reasonable period following completion of an Event, BLAST shall notify each Admitted Team regarding its Technical Completion and the status thereof. BLAST shall have discretion over how it categorises and treats an Admitted Team's Technical Completion status, and specifically how any technical failure by an Admitted Team or a Participant to comply with its/their obligations at an Event impacts the achievement of Technical Completion.

#### **14. CONDITIONALITY OF PARTICIPATION FEES**

14.1 An Admitted Team's right to receive Participation Fees for an Event is:

- 14.1.1 activated on Admission to the Event;
- 14.1.2 conditional on the Admitted Team's Technical Completion of the Event; and
- 14.1.3 calculated by the Admitted Team's performance at the Event;

#### **15. PARTICIPATION FEES MECHANICS**

15.1 BLAST shall be solely responsible for setting the Participation Fees for each Event on the Circuit. Participation Fees vary between Events as provided for in Appendix 1 to these Financial Mechanics and Distribution Regulations.

#### **16. FORFEITED PARTICIPATION FEE**

16.1 In instances where a Team:

- 16.1.1 declines an Invitation to an Event; or
- 16.1.2 commits a Material Non-Adherence to the Acceptance Process; or
- 16.1.3 fails to satisfy the Acceptance Process to BLAST's satisfaction but is not deemed to have committed a Material Non-Adherence to the Acceptance Process; or
- 16.1.4 is deemed by BLAST to have not satisfied Technical Completion for an Event

16.2 then in respect of the matters listed in Paragraph 5.1.1 - 5.1.2, that Team's Participation Fee for the applicable Event shall be forfeited by that Team (the "**Forfeited Participation Fee**"). In respect of the instances in Paragraph 5.1.3 and 5.1.4, BLAST shall have discretion over whether some or all the Participation Fee shall be treated as a Forfeited Participation Fee by way of a Sanction.

16.3 Treatment of Forfeited Participation Fees: BLAST shall have discretion over its treatment of any amount representing a Forfeited Participation Fee. The starting position is that BLAST shall:

16.3.1 where the circumstances in Paragraphs 5.1.1 and/or 5.1.2 apply either:

- (a) amend the Rankings for the Event to recalculate each Admitted Team's Participation Fee for the Event; and/or
- (b) use some or all the Forfeited Participation Fee for a Participation Fee for a replacement Team(s); and/or
- (c) use some or all the Forfeited Participation Fee as a contribution to the FFP Pool; and/or
- (d) reinvest the Forfeited participation Fee into the Tournament.

16.3.2 where Forfeited Participation Fees occur by way of a Sanction, BLAST shall commit these Forfeited Participation Fees to the FFP Pool;

16.3.3 where the Forfeited Participation Fee includes additional Participation Fees for Bootcamps for Non-European Teams (as provided for in the BLAST Deliverables) the amount representing the additional Participation Fee may be used as an equivalent contribution for any replacement Team if that Team is from outside of the Europe. Otherwise it will be retained by BLAST.

## **17. PAYMENT OF PARTICIPATION FEES**

17.1 Subject to Paragraphs 3, 5 and 16.7 of these Financial Mechanics and Distribution Regulations, BLAST shall pay each applicable Admitted Team its Participation Fee due to the Admitted Team into its Team Nominated Bank Account within sixty (60) days following the final day of the applicable Event for which the Participation Fee was awarded.

## **18. CONDITIONALITY OF PRIZE MONEY**

18.1 An Admitted Team's right to receive Prize Money is:

- 18.1.1 calculated based on each Admitted Team's official and published final positioning at the applicable Event; and
- 18.1.2 subject to Paragraph 7.2 below, conditional on the applicable Admitted Team's Technical Completion of the applicable Event.

18.2 Forfeiture of Prize Money: if BLAST determines that an Admitted Team does not achieve Technical Completion for an Event, then BLAST shall, at its sole discretion, have the right to impose a Sanction on the Admitted Team, which may include the withdrawal of that Admitted Team's right to receive Prize Money (whether in whole or part).

## **19. PRIZE POOL**

19.1 In respect of Prize Money, BLAST shall:

- 19.1.1 be solely responsible for setting the Prize Pool for the Circuit. The details and breakdown of the Prize Pool and the Prize Money for each Event for the Circuit is set out in Appendix 2 to these Financial Mechanics and Distribution Regulations.

19.1.2 distribute Prize Money to each eligible Admitted Team based on its official and published final positioning at the applicable Event in accordance with Paragraph 9 of these Financial Mechanics and Distribution Regulations.

## **20. PAYMENT OF PRIZE MONEY**

20.1 Subject to Paragraphs 7, 8 and 16.7 of these Financial Mechanics and Distribution Regulations, BLAST shall pay each Admitted Team its Prize Money (if applicable) into its Team Nominated Bank Account within sixty (60) days following the final day of the applicable Event for which the Prize Money was awarded

## **21. COMMERCIAL RIGHTS AND PROMOTIONAL OBLIGATIONS**

21.1 Team Obligations: each Team acknowledges that the failure of the Team and/or any of its Participants to comply with the Promotional Obligations and the Promotional Obligations Regulations or otherwise breach the Intellectual Property and Commercial Rights Regulations may result in:

- (a) a finding by BLAST that the Team has not achieved Technical Completion;
- (b) a Sanction; and/or
- (c) A rescission of an Invitation and a forfeiture of its eligibility for FFP Membership (and associated benefits) for the Circuit in accordance with the Financial Mechanics and Distribution Regulations.

## **22. OBLIGATIONS SPECIFIC TO ADMITTED TEAMS**

22.1 Arrangements with its Participants: each Team shall procure that each of its Participants are subject to binding contracts with the Team under which that Team is granted all necessary rights, consents and waivers as required under the Handbook and Tournament Regulations (each a "**Team x Participant Agreement**"). Each Team shall:

- 22.1.1 comply with all its obligations in each Team x Participant Agreement; and
- 22.1.2 cause each Participant to comply with the applicable Team x Participant Agreement, which shall include an express requirement to comply with the Handbook and Tournament Regulations.

22.2 Operation of the Team: the Team must:

- 22.2.1 Participate in, and ensure each Competitive Participant on its Submitted Roster Participates in, all Matches in accordance with the Handbook and Tournament Regulations;
- 22.2.2 comply with and undertake the Promotional Obligations;
- 22.2.3 manage and operate the Team in a professional manner, and in accordance with the highest standards in the esports industry; and
- 22.2.4 be liable for the acts or omissions of each of its Participants, as well as any failure by any Participants to comply with their respective obligations under the Handbook and Tournament Regulations.

22.3 Permits: each team must arrange for all Permits to be in place by no later than the Permit Deadline and provide copies of all applicable Permits to BLAST by no later than the Permit Deadline. BLAST shall not be liable for any failure of the Team to secure the necessary Permits by the Permit Deadline (or provide evidence of the same as provided for herein).

22.4 Supporting Information: BLAST may require a Team (via a request in writing) to provide such documents and/or evidence and/or supporting information as BLAST may require, to satisfy BLAST that the Team is, and/or any of its Participants are, able to Participate in an Event ("**Supporting Information**"). The Supporting Information may include, but shall not be limited to:

- 22.4.1 the provision of the legally binding services agreement (or equivalent) for the applicable Participant that will represent the Team at the Event; and/or
- 22.4.2 the provision of supporting documentation around the obtaining of the necessary Permits (including but not limited to copies of the Permits).

22.5 Information Deadlines: The Supporting Information may be required for operational and/or governance reasons. BLAST may set deadlines (at its sole discretion) for the provision of Supporting Information (each an "**Information Deadline**"), which shall be communicated to the Team in writing (email to suffice)

22.6 Consequences of Missing Permit Deadlines and/or Information Deadlines: BLAST is responsible for the governance and operation of the Circuit, and accordingly, it is fair, reasonable and proportionate for BLAST to set Permit Deadlines and any applicable Information Deadlines. On returning the Acceptance Form, each Team confirms that the provision of all Permits by the applicable Permit Deadline and any Supporting Information by the Information Deadline are each a material condition of Admission. Accordingly, if a Team fails to provide BLAST with the Permits by the Permit Deadline and/or the Supporting Information by the applicable Information Deadline BLAST shall have the right in its sole discretion to revoke the Team's Admission to Event without any liability to the Team whatsoever.

22.7 Insurance: each Team must obtain and maintain insurance coverage in relation to those policies and/or events as set out in the Handbook and Tournament Regulations and/or as otherwise required by an applicable players association. This shall include but is not limited to:

- 22.7.1 travel insurance for Participants;
- 22.7.2 employee liability insurance;
- 22.7.3 professional indemnity insurance.

22.8 General Team Obligations: each Team shall:

- 22.8.1 to the extent that the following are not provided for by BLAST by way of the BLAST Deliverables (as set out in Appendix 1 to these Participation Regulations):
  - (a) arrange and pay, on behalf of its Participants, for all travel to and from:
    - (i) the Events; and

- (ii) any Promotional Obligations and/or other promotional activity as required under the Handbook and Tournament Regulations; and
- (b) be responsible for arranging all necessary work permits, visas and other forms of consent required to enable its Participants to legally travel to, provide services in, and remain in the country where, an Event is held for the entire duration of the Event (and thereafter as the Promotional Obligations so require) BLAST shall, on request, provide reasonable assistance or support to a Team in respect of any applications that a Team may be required to make. BLAST shall not be liable for any failure of a Team to secure the necessary work permits, visas and other forms of consent that may be required. BLAST shall not arrange or pay for any travel arrangements if a Team has not obtained all necessary work permits, visas and other forms of consent required to enable its Participants to legally travel to, provide services in, and remain in the country where, an Event is held for the entire duration of an Event.

22.8.2 market and promote the Team in accordance with the Handbook and Tournament Regulations;

22.8.3 reasonably cooperate with BLAST in its efforts to market and promote each Event that the Team competes in, and more generally the Circuit and the Tournament. Such cooperation may include using reasonable efforts in coordinating the Team's marketing and promotion of the Team with BLAST's marketing and promotion of the relevant Event and/or the Circuit more generally.

## **23. OBLIGATIONS SPECIFIC TO PARTICIPANTS**

23.1 Compliance: without limitation to any other provisions of the Handbook and Tournament Regulations, each Participant must:

23.1.1 If a Competitive Participant:

- (a) and notwithstanding the terms of Paragraph 3.2.2 of these Participation Regulations, have validly signed and returned to BLAST a copy of the Competitive Participant Release in accordance with the terms of Handbook and Tournament Regulations; and
- (b) Participate in all Matches in accordance with the Handbook and Tournament Regulations;

23.1.2 comply with and undertake the Promotional Obligations in accordance with Handbook and Tournament Regulations;

23.1.3 without limitation to their rights Paragraph 5 of the Code of Conduct and Disciplinary Regulations, comply with any Sanctions imposed by, or on behalf of, BLAST;

23.1.4 not (via any act or omission) invalidate any:

- (a) insurance policies in 5.3 above; or
- (b) work permits, visas and other forms of consent required to enable its Participants to legally travel to, provide services in, and remain in the country where, an Event is held for the entire duration of

the Event (and thereafter as the Promotional Obligations so require)

23.1.5 at all times comply with the Handbook and Tournament Regulations (including the Competitive Participant Release), and not by any act or omission, cause a Team or other Participant to be in breach of the Handbook and Tournament Regulations

23.2 Every Participant that Participates in an Event, or on the Circuit or in connection with the Tournament confirms to BLAST that:

- (a) it has the full right, title and authority to Participate in the Event and to grant the rights contained in this Handbook and the Tournament Regulations without infringing or violating the rights of any third party;
- (b) its Participation in an Event or on the Circuit, and the performance by it of its obligations and duties in this Handbook and Tournament Regulations, do not and will not violate any agreement to which it is a party or by which it is otherwise bound;
- (c) it shall comply with all applicable laws (including the Data Protection Legislation and anti-bribery laws) and rules and regulations, including but not limited to the Handbook and Tournament Regulations;
- (d) it shall not infringe or misappropriate the BLAST IP or Tournament IP or any third-party Intellectual Property Rights, including their privacy or publicity rights, in the performance of its obligations hereunder;
- (e) it shall at all times present itself to the public in a professional manner, and will always ensure that its conduct is in accordance with the highest standards of honesty, morality, fair play and sportsmanship in the best interests of the Tournament;
- (f) it shall not violate a third party's privacy rights or publicity rights;
- (g) it shall promptly observe and comply with all instructions or directions issued by or on behalf of BLAST as organiser of the Tournament;
- (h) it shall not do or permit anything to be done which it or they know, or should reasonably have known, might adversely affect the rights of BLAST and/or the value of the Commercial Rights and shall provide all reasonable assistance to BLAST in relation to the exploitation by BLAST of the Commercial Rights;

## **24. BLAST DELIVERABLES FOR LAN EVENTS**

24.1 BLAST shall provide the following to the Team:

- 24.1.1 reimburse costs for travel, excluding VISA expenses, for the Roster, the Team Coach and two support staff, including economy plus for flights over 4 hours and economy for flights below four hours;
- 24.1.2 accommodation (four+ star hotel, in 4 twin hotel rooms) for the Roster, the Team Coach and two support staff. In circumstances where BLAST is

able to obtain VIK accommodation or the pricing allows BLAST will endeavour to accommodate teams in single rooms;

- 24.1.3 free ground transportation to and from airport, hotel and venue of Tournament, available for the Team Personnel from arrival at, until departure of, the Tournaments, upon request by the Team;
- 24.1.4 breakfast at the Team accommodation for the Roster, the Team Coach and two support staff;
- 24.1.5 food (lunch and dinner) at the applicable Venue(s) at times reasonably requested by the Team for the Roster, the Team Coach and two support staff (provided timing requests do not conflict with the Team's schedule and are reasonable);
- 24.1.6 drinks (sodas, energy, water, etc.) at the applicable Venue(s);
- 24.1.7 snacks (protein and energy bars, fresh fruit, nuts, etc.) at the Venue(s);
- 24.1.8 practice facilities, including the necessary furniture and equipment, at the Team accommodation for the Team and its Roster for the duration of the Tournament Dates,;
- 24.1.9 Access to a Team concierge/host throughout the Tournament Dates;
- 24.1.10 if available at each Venue, a player lounge at the Tournament, with provision of TVs, snacks, drinks, etc.
- 24.1.11 A number of free tickets (decided in BLASTs sole discretion from time to time) for the Team, when competing at an event with a live audience, to give to important stakeholders.

- 24.2 For the avoidance of doubt, if BLAST during the Term requires the Team to have one or more Substitutes in the Roster, then the BLAST Deliverables in Clause 2.1 shall also apply to such additional person(s).
- 24.3 If a team does not require travel or accommodation for any of the core members, the travel and accommodation cannot be paid, transferred, or otherwise credited for other services or additional members.

**25. BLAST DELIVERABLES FOR ONLINE EVENTS**

- 25.1 For non European based Teams competing in the Bounty (online), BLAST shall provide such Admitted Teams an additional Participation Fee of nine thousand USD (\$9,000) to support travel into Europe and contribute towards bootcamp facilities. The terms on which such additional Participation Fee is provided is subject to the terms of the Financial Mechanics and Distribution Regulations.

### Section 3 - Definitions

<b>FFP Distribution Allocation</b>	means the allocation and division of the FFP Pool between each Eligible FFP Team holding an FFP Full Membership on the Circuit Completion Date, which is calculated by BLAST by reference to the applicable Redeemable FFP Token Value for the applicable Circuit in accordance with Paragraph 16.5 of the Financial Mechanics and Distribution Regulations.
<b>FFP Eligible Team</b>	is any Team other than an Ineligible FFP Team.
<b>FFP Full Member</b>	means the holder of an FFP Full Membership.
<b>FFP Full Membership</b>	means the category of FFP Membership that is awarded to an Eligible FFP Team in accordance with, and carrying the benefits set out in, Paragraph 13 of the Financial Mechanics and Distribution Regulations.
<b>FFP Ineligible Team</b>	is a Team that has either: <ul style="list-style-type: none"><li>- declined an Invitation for an Event on the Circuit without a valid Event Pass at the time of declining the Invitation; or</li><li>- forfeits its rights to obtain FFP Membership for a Circuit under Paragraph 12.1.2 and/or 14.1 of the Financial Mechanics and Distribution Regulations; or</li><li>- failed to achieve Technical Completion and BLAST used its discretion to impose ineligibility for FFP Membership as a Sanction.</li></ul>
<b>FFP Kicker Bonus Amount</b>	means the amount set out in Appendix 3 to the Financial Mechanics and Distribution Regulations which BLAST shall add to the FFP Pool on each occasion that Circuit Gross Revenue surpasses an FFP Kicker Bonus Threshold.
<b>FFP Kicker Bonus Threshold</b>	has the meaning set out in Appendix 3 to the Financial Mechanics and Distribution Regulations.
<b>FFP Membership</b>	means (i) FFP Probationary membership and (ii) FFP Full Membership which are both subject to the terms of the Financial Mechanics and Distribution Regulations.
<b>FFP Minimum Guarantee</b>	means the minimum guaranteed amount of the FFP Pool for a Circuit as confirmed by BLAST at the beginning of a Circuit and as set out in Appendix 3 to the Financial Mechanics and Distribution Regulations.
<b>FFP Pool</b>	means the total amount of money to be paid to FFP Full Members at the end of the Circuit in accordance with Paragraph 16 of the Financial Mechanics and Distribution Regulations being the sum of (1) the FFP Minimum Guarantee (2) any FFP Revenue Kickers for the Circuit in question and (3) any Forfeited Participation Fees in accordance with the Handbook and Tournament Regulations.

<b>FFP Probationary Membership</b>	means the category of FFP Membership that is awarded to an Eligible FFP Team in accordance with, and carrying the benefits set out in, Paragraph 12 of the Financial Mechanics and Distribution Regulations.
<b>FFP Reporting</b>	means the reporting to be provided to FFP Eligible Teams holding an FFP Full Membership pursuant to Paragraph 16.2 of the Financial Mechanics and Distribution Regulations.
<b>FFP Reporting Date</b>	means the next applicable 1 <sup>st</sup> April following the completion of a Circuit for which the FFP Reporting relates.
<b>FFP Token</b>	means either a Non-Redeemable FFP Token or (2) a Redeemable FFP Token.
<b>FFP Token Register</b>	means the table published by BLAST at BLAST.tv which sets out the details of: <ul style="list-style-type: none"><li>- all FFP Tokens awarded on the Circuit;</li><li>- the FFP Eligible Teams holding the circulated FFP Tokens;</li><li>- the FFP Membership status of each FFP Eligible Teams holding the circulated FFP Tokens;</li><li>- any forfeited FFP Tokens in accordance with Paragraph 14 of the Financial Mechanics and Distribution Regulations.</li></ul>