

CONDITIONS OF PARTICIPANT ENTRY INTO THE 2019 US OPEN 9 BALL CHAMPIONSHIP

2019 US OPEN 9 BALL CHAMPIONSHIP – PLAYERS CONTRACT

I hereby accept the offer made by Matchroom Sport Limited to play in the 2019 US Open 9 Ball Championship and agree to the conditions of entry annexed hereto and abide by the rules contained therein.

SIGNED.....

PRINT NAME.....

DATE.....

AMOUNT PAID (\$250 OR \$1,000).....

EMAIL ADDRESS.....

FOR PAYMENT DETAILS PLEASE GO TO:

<http://www.matchroompool.com/product/us-open-player-registration/>

Event Officials

Promoter – Emily Frazer +44 7725556505

Tournament Director – Nigel Rees

Media Director – Nick Teale

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1. Definitions & Interpretation

- 1.1. "The Event" means the 2019 US Open 9 Ball Championship, a 9-ball pool double elimination and single elimination tournament.
- 1.2. "Last 16 Stage" means the single elimination stage of the Tournament which consist of the final three televised days of the Event taking place from 24th – 26th April 2019.
- 1.3. "Double Elimination Stage" means the first three days of the Event taking place from 21st – 23rd April 2019.
- 1.4. "Players" means the players who have accepted an offer made by the Promoter to play in the Event.
- 1.5. "Sponsors" means such person, business or company as the Promoter appoints to be Sponsor for the Event.
- 1.6. "Promoter" means Matchroom Sport Limited of 'Mascalls' Mascalls Lane, Brentwood, Essex CM14 5LJ.
- 1.7. "Host Broadcaster" means such person, business or company as the Promoter appoints to be the Host Broadcaster for the Event.
- 1.8. Except where the contest otherwise requires, words denoting the singular includes the plural and vice versa; words denoting any one gender include all genders; words denoting persons include firms and corporations and vice versa.

2. Event Rules

- 2.1. The Event will be conducted and played according to WPA Rules & Regulations, with the exceptions of the shot clock (See Appendix III) and the breaking conditions (see Appendix II). The Event will conform with IOC anti-doping regulations. Players may not be allowed to smoke or drink alcoholic beverages during their matches.
- 2.2. The Promoter reserves the sole right to alter the Event Rules and all players will be notified of such changes in advance to the Event taking place.
- 2.3. All competing players must have signed the WPA Players' Agreement prior to the commencement of the Event.
- 2.4. It is a fundamental term of this agreement that every match is conducted in a completely fair basis and that there is no overt or covert collusion between Players that could affect the result of any match at any time. In the event any unusual betting activity/patterns are identified which suggest inappropriate activity involving any Player or Players, the Promoter shall have the absolute right to immediately disqualify any Player or Players. The Player or Players concerned shall forfeit any Prize Money earned in the Event and the matter will be reported to the WPA and any relevant Gambling Commissions for further disciplinary action as felt appropriate. Players shall not be permitted to place bets on any match in the Event.

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- 2.5 The Promoter shall have the absolute right to disqualify a Player from the Event at any time for any breach of these Conditions of Entry or the Event Rules or for any behaviour which in the Promoter's opinion is prejudicial to the good name of the Event, Host Broadcaster, Sponsors or Promoter.
- 2.6 The Promoter shall have the absolute right to disqualify a Player from the Event at any time for any breach of these Conditions of Entry or the Event Rules or for any behaviour which in the Promoter's opinion is prejudicial to the good name of the Event or its Sponsors, Host Broadcaster or Promoter.
- 2.7 Any breaches of Event rules will result in the offending Players having a written report sent to the World Pool Association secretary for possible disciplinary action. The Promoter has the sole right to hold Players prize money should the Player be in breach of the Event rules.
- 2.8 If any Player has any complaint to make regarding any Event business, that complaint must be registered with the Promoter or his agent in writing within sixty minutes of the end of the Player's match. The Player shall not give details of any such complaint to the Press or Media or any Third Party until such time as the matter has been fully investigated by the Promoter.
- 2.9 The Promoter's decision shall be final.

3. **Venue**

- 3.1 The Event will take place at the Mandalay Bay Resort, Las Vegas, Nevada from Sunday 21 to Friday 26 April, 2019.

4. **Prize Money**

- 4.1 The Event will carry a guaranteed US\$300,000 prize fund.
- 4.2 The Event is sanctioned by the WPA and all Players will be subject to a 5% sanction fee which will be deducted from the added money portion of their prize money.
- 4.3 Players who are United States tax-payers will need to complete form W9, while non-USA resident Players will need to complete form W8. Tax payable, if any, will be determined by the earnings threshold from Players' respective countries and the level of prize money achieved.
- 4.4 The majority of prize money will be paid by bank transfer after the event direct to the player's bank account. Full bank account details should be provided to the Promoter prior to the conclusion of the event. Some rounds of prize money may be paid in cash at the venue.

5. **Entry Fee**

- 5.1 The entry fee for the Event is US\$1,000 per player with the exception of previous Event champions whose entry fee will be paid for by the Promoter.
- 5.2 Until a player has paid the full entry fee, they will not be considered to have entered the event.

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5.3 There is one exception to this rule; a player may pay a 25% deposit of \$250 in advance of the Event to ensure their spot but the remaining portion of the entry fee (\$750) must be paid by 31st January 2019 or the deposit portion of the entry fee will become non-refundable.

6. **Event Officials**

Promoter - Emily Frazer
Tournament Director – Nigel Rees
Media Director - Nick Teale
Commercial Director – Luke Riches
Social and Digital Media - Jake Asby
Event Assistant – Abigail Kalikwani

7. **Referees & Matches**

7.1 All referees and recorders for the Event shall be appointed by the Promoter.

7.2 The referee is in sole charge of any match. Any dispute of the rules may be discussed with the Tournament Director whose decision is final and absolute.

7.3 Schedule & Format - See Appendix II

a) The Promoter reserves the sole right to alter the schedule and or format for the Event.

7.4 Shot Clock – see Appendix III

a) From the Last 16 Stage onwards, there will be a 40 second shot clock in force throughout the tournament. There will be a 5 second warning issued to the player at the table when 40 seconds have elapsed. Each player is allowed one 40 second extension per rack. They must signal this to the referee by clearly saying 'Extension'. The onus is on the player to make himself/herself loud and clear.

b) The referee will then repeat 'extension' to confirm that they have heard it. The player may call 'extension' at any time during the 40 seconds - the additional 40 seconds will not start until the initial 40 seconds has elapsed. Ball cleaning, the use of a rest / mechanical bridge, or any other regular interventions by the referee will be included in the 40 second period.

c) The Promoter reserves the sole right to alter the shot clock rules for both the Double Elimination and Last 16 Stage of the Event.

7.5 Any Player complaints regarding the Event format must be highlighted to the Promoter before the commencement of the Tournament. Any Player complaints regarding a referee and or issue during play, must be addressed to the Tournament Director at the time the problem has occurred. The Tournament Director and or Promoter are entitled to stop play (at their own discretion) in order to resolve any issues regarding the match in play.

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8. Dress

- 8.1 Players should wear smart polo shirts / shirts which should be worn with dark smart or smart casual trousers. No waistcoats (vests), bow ties, denim jeans, t-shirts or sports shoes will be permitted. Plain black shoes are preferred.
- 8.2 The Player will be entitled to wear a maximum of four logos on his or her playing apparel ("Player Logos") in the Double Elimination stage of the Event. The Player will be entitled to wear a maximum of three logos on his or her playing apparel in the Last 16 stage of the Event. Each logo must not exceed 7.5 cm x 5 cm (3" x 2") or 6 square inches. The Player shall submit to the Promoter no later than 7 days before the first day of the Event details of the Player Logo's for approval.
- 8.3 The Promoter shall have absolute discretion to disallow a Player the wearing of any Logo that, in the opinion of the Promoter, conflicts with any sponsor or broadcaster of the Event. Further, the Promoter shall reserve the right, to be exercised in its sole discretion, to require the Player to display a fourth and or fifth logo on the Players apparel, for the use by a sponsor of the Event. This logo will be provided to the player at the Promoters cost in advance of the Event.

9. Press & Promotion

- 9.1 Players should always refer to the Event by its title "THE 'SPONSORS' US OPEN" and will make themselves available to attend press conferences and television interviews for the duration of the event as requested by the Tournament Media Director.
- 9.2 Players are required to attend a pre-event reception ("Cocktail Party") on the evening of Saturday 20th April at the Event Venue. Players are entitled to bring a minimum of one guest to the reception; any further guests must be approved by the Promoter. The Promoter has the sole right to change the date and or venue of the Cocktail Party should the Promoter need to.
- 9.3 The Media Director will liaise with the Players on any requests and or interviews which includes a pre-event photo shoot and promotional filming anytime from Saturday 20th through to Saturday 27th April 2019. All players will be expected to participate in pre-match, post-match and post-session media work.
- 9.4 Players who qualify for the Last 16 stage of the Event will be required to attend the VIP Hospitality Lounge prior to the daily session of play. Time spent in the Lounge will be kept to a minimum and the Promoter will acknowledge the schedule of play that day to ensure this does not encroach on Players practice time who are scheduled to play in the first match of that session.

10. Profile Form

- 10.1 Players should complete the attached Profile Form as soon as they receive it and well before the commencement of the tournament. It should be either e-mailed to info@matchroom.com. The completion of the Profile Form prior to the event is a CONDITION OF ENTRY INTO THE TOURNAMENT and there will be no exceptions.

11. General Conditions

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- 11.1 The Player hereby assigns to the Promoter absolutely all the copyright and other rights (including without limitation all performers' property rights under Part II of the Copyright, Designs and Patents Act 1988 ("CDPA")) throughout the world in all media whether now known or hereafter developed for the full period of copyright and all renewals, revivals, reversions and extensions thereof (and thereafter, in so far as possible, in perpetuity)
- including by way of present assignment of future copyright and all other rights whatsoever in the Players services hereunder, including, without limitation, all performances and literary, dramatic and artistic material contributed by the Player to the Mosconi Cup (the "Contribution").
- 11.2 The Player hereby irrevocably grants to the Promoter his or hers worldwide consent to make the fullest use of the Contribution and the right to use and to authorise others to use the Players name, voice, biography and likeness and the Contribution in connection with the exploitation, advertising and promotion of the Event and Matchroom Pool Events, provided always that no such use shall suggest that the Player endorses or recommends anything other than the World Pool Masters, World Cup of Pool, Mosconi Cup and US Open 9 ball Championship Events ("Matchroom Pool Events").
- 11.3 The Player recognises that the Promoter has the unlimited right to edit, copy, alter, add to, take from, adapt and/or translate the Contribution and the Player hereby irrevocably and unconditionally waives the benefit of his moral rights arising under Parts I and II of the CDPA and performers' non-property rights arising under Part II of the CDPA and any similar laws of any jurisdiction in favour of the Promoter and all the Promoter's licensees, sub-licensees, assignees and successors in title to the copyright in the Contribution.
- 11.4 The Player agrees to do all such acts and execute such documents as the Promoter may reasonably require to vest in or confirm to the Promoter or the Promoter's successors in title and licensees the copyright and all other rights assigned or granted or purported to be assigned or granted by the Player to the Promoter under this agreement. The Promoter shall reimburse the Players reasonable costs incurred by in so doing.
- 11.5 The Promoter shall not be liable to the Players for any loss or damage to the Player's property or for any personal injury, illness or death caused or suffered in connection with the Player's engagement under this Agreement unless caused by the Promoter's negligence and recoverable on that ground following the judgment of a competent court.
- 11.6 The Player acknowledges to the Promoter that the entire copyright throughout the world in any film and/or video or other recordings of the Player taken or made during the Event shall belong to the Promoter absolutely.
- 11.7 The Player agrees to carry out any reasonable request by the Promoter leading up to the Event, match days - to assist in hospitality, live commentary or promotion for the benefit of the Event, Matchroom Pool Events, Broadcaster and or Sponsor.

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12. Tables & Equipment

12.1 The Promoter will ensure that tables, cloth and balls used throughout the Event will be of standard tournament quality.

13. Players & Players Guests

13.1 All Double Elimination Stage players are entitled to one player pass for the duration of the Event and four tickets each to the Double Elimination Stage of the Event. All Players who qualify for the Last 16 are entitled to four tickets to each TV session.

14. Travel & Accommodation

14.1 The Player will be solely responsible for travel and subsistence for the duration of the Event.

15. Security

15.1 Neither the Sponsor, Promoter nor the owners of the venue can be held responsible for any articles of value left anywhere in the venue at any time.

15.2 All matters relating to security should be referred to the Promoter.

APPENDIX I - Schedule of play

All matches race to 11, winner breaks

Sunday April 21st to Tuesday April 23rd

Opening rounds of double elimination play to reduce the field down to 16 players.

Wednesday April 24th

Sessions at 12.00 noon, 4.00pm and 8.00pm – 6 x last 16 matches.

Thursday April 25th

Sessions at 12.00 noon, 4.00pm and 8.00pm – 2 x last 16 matches and 4 x quarter-final matches.

Friday April 26th

2.00pm – 2 x semi-final matches

7.00pm – The final (Race to 13)

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APPENDIX II - The Break Rules

***The Promoter reserves the sole right to alter the break rules in both the Double Elimination and Last 16 Stages of the Event.**

Double Elimination Stage

1. A racking device will be used.
2. A referee will be appointed to every table of the Double Elimination Stage of the Event.

Last 16 Stage

1. The balls will be racked with the 9 (nine) ball resting on the spot.
2. The balls will be hand racked by the referee into a wooden rack. Some balls may be tapped to 'hold' the rack.
3. Players will be permitted to inspect the rack but cannot ask for the balls to be re-racked, re-positioned or moved.
4. With a 40 second shot clock in operation, the incoming player following the conclusion of the break shot will have a maximum of 60 seconds to appraise the table before continuing.

APPENDIX III - Shot Clock Rules

***The Promoter reserves the sole right to alter the shot clock rules in both the Double Elimination and Last 16 Stages of the Event.**

Double Elimination Stage

The Promoter reserves the right to introduce a shot clock for the entire Double Elimination Stage of the Event.

Last 16 Stage

Under the shot clock rules, each player will have up to 40 seconds to complete each shot.

A dedicated tournament official will operate the clock and an audible five-second count down will commence once the player has reached 40 seconds.

The clock will start when the last moving ball on the table comes to rest.

Failure to play a shot in the allocated time will result in loss of visit and cue ball in hand to the incoming player.

There are the following exceptions to this:

After the break shot, a player can take a maximum of 80 seconds to appraise the table. The clock will start after the completion of the first shot in open play.

Each Player is allowed one 40 second extension per rack. This can be called at any time within the initial 40 seconds.

The timekeeper will then allow the original 40 seconds to expire, and then restart the clock to allow another 40 seconds. This will serve the purpose of extending the shot to one minute.

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All players will make this known by audibly calling 'extension' to the referee. The referee, who will be miked up at all times, will then call 'extension' to the timekeeper.

In addition, the referee can stop the clock. This is in the event of any extraordinary occurrence, for example, a player playing out of turn in the doubles matches.

Having the cue ball cleaned or calling for a rest / mechanical bridge will be part of the 40 seconds.

The match will then recommence with the referee stating 'start the clock'. The clock will not be reset; rather it will continue from when it was stopped. This is at the referee's discretion.