

2020 US OPEN 9 BALL CHAMPIONSHIP – PLAYERS CONTRACT

I hereby accept the offer made by Matchroom Sport Limited to play in the 2020 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.....

Entry Fee (USD1,000.00)

DEPOSIT USD\$250.00 = _____
SIGN NAME

FULL FEE USD\$1000.00 = _____
SIGN NAME

Event Officials

Promoter – Emily Frazer +44 7725556505

Tournament Operator – Nick Teale

Event Logistics – Abigail Kalikwani

CONDITIONS OF ENTRY INTO THE 2020 US OPEN 9 BALL CHAMPIONSHIP

1. Definitions & Interpretation

- 1.1. "The Event" means the 2020 US Open 9 Ball Championship, a 9-ball pool double elimination and single elimination tournament.
- 1.2. "Last 16 Stage" and "Single Elimination Stage" means the single elimination stage of the Tournament which consists of the final three televised days of the Event taking place from 16th – 18th April 2020.
- 1.3. "Double Elimination Stage" means the first three days of the Event taking place from 13th – 15th April 2020.
- 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. "WPA" means World Pool Association, the business or company the Promoter appoints to be the Governing / Sanctioning Body for the Event.
- 1.9. 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 Touch Fouls (See Appendix IV) shot clock (See Appendix III) and the breaking conditions (see Appendix II) as well as any further exceptions that the Promoter chooses to implement. The Event will conform with IOC anti-doping regulations. Players will 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. 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, the Promoter shall have the absolute right to immediately disqualify any Player. The Player 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.

- 2.4 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.
- 2.5 Any breaches of Event rules will result in the offending Players having a written report sent to the WPA 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.
- 2.6 If any Player has any complaint to make regarding any Event business, that complaint must be registered with the Promoter 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.
- 2.7 The Promoters decision shall be final.

3. Venue

- 3.1 The Event will take place at Oceanside Ballroom, Mandalay Bay Resort, Las Vegas, Nevada from Monday 13th – Saturday 18th April 2020 ("Venue").

4. Prize Money

- 4.1 The Event will carry a guaranteed USD\$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. If applicable, this will be deducted in cash at the Event or by bank transfer.
- 4.4 Prize money will be paid by cash at the Venue up to the Last 16 players then by bank transfer and will be paid 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.

5. Entry Fee

- 5.1 The entry fee for the Event is USD\$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 and signed this agreement, they will not be considered to have entered the event.
- 5.3 There is one exception to this rule; a player may pay a 25% non-refundable deposit of USD\$250 in advance of the Event (up until 31st December 2019) to ensure their spot but the remaining portion of the entry fee (USD\$750) must be paid by 31st January 2020.

6. Event Officials

Promoter - Emily Frazer
Tournament Operator - Nick Teale
Head of Media and Marketing – Nick Teale
Social and Digital Media Manager - Jake Asby
Event Logistics – Abigail Kalikwani
Commercial Manager - Richard Attwell
Official Event Photographer – JP Parmentier

7. Referees & Matches

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

- a) Double Elimination Stage of the Event – Tables will be split into sections. Each section will be appointed a Referee. A score controller will be appointed to each table to monitor the shot clock and match score as well as assist Players when a section referee is required.
- b) Last 16 Stage of the Event – A referee and marker will be appointed.

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) 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 Player Breaks

- a) Double Elimination Stage of the Event – Players are entitled to a maximum of two toilet breaks per match, per player. Breaks are to be taken at the end of racks only and for a maximum of four minutes long. Under no circumstances are Player’s allowed to smoke in this break or the match.
- b) Last 16 Stage of the Event – Players are entitled to take a break in the television commercial breaks only and must notify the referee when doing so. Breaks are not allowed to be longer than five minutes long. Under no circumstances are Player’s allowed to smoke in this break or the match.
- c) Should any Player breach the allocated break time in both stages of the Event, one rack will be deducted upon late arrival, with a further rack for every two minutes after that.
- d) Should any Player be found smoking in their match or allocated break time, a warning shall be issued by a Tournament Director and or Promoter; after one warning the Player will then forfeit their match which is at the sole discretion of the Promoter.

7.6 No pre-tournament practice will be permitted in the Double Elimination Stage of the Event. Once a match concludes, there will be five minutes until the subsequent match commences during which Players are permitted to practice on the match table. The first Player to arrive

shall be entitled to practice first but must leave equal practice time for the opponent.
Should any Player be late, they will not be able to exercise this time to practice.

- 7.7 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.

8. Dress

- 8.1 Players should wear smart, dark trousers and smart, dark shoes / sneakers. Jeans and white sports shoes will not be permitted. Players should wear short or long-sleeved shirts or polo shirts.
- 8.2 The Player will be entitled to wear a maximum of four logos on his or her playing apparel ("Player Logos") in both the Double Elimination and Last 16 stage of the Event. Each logo must not exceed 7.5 cm x 5 cm (3" x 2") or 6 square inches.
- 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.
- 8.4 The Promoter shall reserve the right, to be exercised in its sole discretion, to require the Player to display a 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 'SPONSOR' US OPEN" and will make themselves available to attend press conferences and television interviews for the duration of the event as requested by the Promoter.
- 9.2 Players are required to attend a Player's meeting on Sunday 12th April 2020 at the Event Venue. Players are not entitled to bring any guests to this meeting. The Promoter has the sole right to change the date and or venue of the Players meeting 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 Friday 10th through to Sunday 19th April 2020. 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 must complete the Event Profile Form, failure to do so may lead to disqualification.

11. General Conditions

- 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 US Open 9-ball Championship (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.

12. Tables & Equipment

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

- a) Tables = Diamond Billiards
- b) Balls = Aramith
- c) Cloth = Simonis

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.

CONDITIONS OF PARTICIPANT ENTRY

APPENDIX I - Schedule of play

All matches race to 11, winner breaks

Monday 13th – Wednesday 15th April 2020 – 0900 - 2300

Double Elimination Stage of 256 Players to the Last 16

Thursday 16th April 2020

6 x last 16 matches

Friday 17th April 2020

2 x last 16 matches

4 x quarter-final matches.

Saturday 18th April 2020

2 x semi-final matches

Final (Race to 13)

Last 16 Stage timings to follow

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.

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.

APPENDIX IV – Touch Foul Rules

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