## 2021 WORLD POOL CHAMPIONSHIP - PLAYERS CONTRACT

Championship and agree to the conditions of entry annexed hereto and abide by the rules contains therein.
SIGNED.
PRINT NAME

## **Matchroom Multi Sport Contacts**

Promoter – Emily Frazer +44 7725556505

Tournament Director - Nick Teale +44 7725556824

Hotel, Travel, Testing – Phoebe Milham +44 7825581968

Contracts must be signed and sent to <a href="mailto:phoebe.milham@matchroom.com">phoebe.milham@matchroom.com</a>

## 1.0 Definitions & Interpretation

- 1.1. "Event" means the World Pool Championship, an invitational 9-ball pool tournament involving one-hundred and twenty-eight players; taking place between June  $6^{th} 10^{th}$  2021 (inclusive) or on such rearranged dates as shall be communicated to the Players giving them reasonable notice.
- 1.2 "Players" means all persons who have accepted an offer made by the Promoter to participate in the Event.
- "International Elite Sportsperson" means an individual who travels to England to participate in the Event after departing from or transiting through a non-exempt country or territory at any time in the period beginning the fourteenth day before the date of their arrival in England.
- 1.4 "Sponsors" means such person, business or company as the Promoter appoints to be Sponsor for the Event.
- 1.5 "Promoter" means Matchroom Multi Sport Limited of 'Mascalls' Mascalls Lane, Brentwood, Essex CM14 5LJ.
- 1.6 "Broadcaster" means any such person, business or company the Promoter appoints to broadcast and or live stream for the Event.
- 1.7 "WPA" means World Pool Association.
- 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.

## 2.0 Event Rules

- 2.1 The Promoter shall have the absolute right to disqualify a Player from the Event at any time for any breach of this Agreement, the Event Rules, the applicable Venue conditions or for any behaviour which in the Promoter's opinion is prejudicial to the good name of the Event, the Sponsors, Broadcasters or Promoter.
- 2.2 The Event will be conducted and played according to WPA Rules & Regulations in force at the time of Event, with the exceptions of the breaking conditions (see Appendix II) and the shot clock (see Appendix III) and conform with International Olympic Committee ("IOC") anti-doping regulations (collectively, the "Event Rules"). Players shall not be allowed to smoke or drink alcoholic beverages during their matches. Any further changes to the Event Rules set out herein are at the sole discretion of the Promoter.
- 2.3 The Event Format Schedule is set out at Appendix I along with the Event overview. The Event timings and format are at the sole discretion of the Promoter and may be changed at the sole discretion of the Promoter.

  All Players will be afforded reasonable notice should this occur.
- 2.4 The Event is sanctioned by the WPA. All Players must have signed the WPA Player License prior to the commencement of the Event. At the sole discretion of the Promoter, WPA will be informed of any serious

- disciplinary matters out of the Players performance in or behaviour at the Event which may lead to the Player being further disciplined under WPA rules and regulations.
- 2.5 Any breaches of the Event Rules and or this Agreement the Promoter has the sole right to withhold some or all the Players Prize Money.
- 2.6 Players shall not be permitted to place bets directly or indirectly on any match in the Event. In addition, Players shall not be allowed to pass information on to someone else which they can use for betting. Players can be considered to have passed information in any of the following ways, by word of mouth, email, writing, or even social media postings, this list is not intended to be exhaustive. Players may be in breach of this Agreement and/or any other applicable law/regulations if Players pass inside information on to someone else even if they did not know that they were going to use it to bet. It is a fundamental term of this Agreement that every match is conducted on a completely fair and competitive basis in good faith and that there is no overt, implied or covert collusion between Players that could affect the result of any match at any time. In the event that 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 pending a full investigation. The Player concerned shall forfeit any Prize Money earned in the Event and the matter will be reported to the WPA and the Gambling Commission for further disciplinary action as felt appropriate. Players shall not be permitted to place bets on any match in the Event or operate in 'savers' with any other Players in the Event (i.e., anti-competitive agreements providing for the sharing of prize money prior to the final result of a competition).
- 2.7 If any Player has any complaint to make regarding conduct of a match, he/she was involved in, that complaint must be registered with the Promoter in writing within 60 (sixty) minutes of the end of the Player's match. Failure to do so will be deemed waiver of the said complaint. 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.
- 2.8 In the event a Player withdraws from the Event within 2 (two) weeks of the Event start date (i.e., May 23<sup>rd</sup> 2021) for any such reason and the Promoter is unable to find a replacement Player, the Promoter shall not refund the withdrawing Players' Entry Fee; nor will the withdrawing Player will not be entitled to any Prize Money.
- 2.9 In the event a Player is tested positive for the COVID-19 virus and therefore unable to participate in the Event and must withdraw, the Promoter shall, at its sole discretion, refund the said Player their Entry Fee and replace the Player with another Player of the Promoters choice; the withdrawing Player will not be entitled to any Prize Money.

- 2.10 Due to the COVID-19 virus, the Promoter has the sole right to alter the operations and health and safety requirements of the Event; Players will be required to be tested and receive negative results to participate in the Event as well as maintain a secure quarantine in the lead up to and throughout the Event.
- 2.11 Following United Kingdom Government guidelines and regulations currently in place at the date of this Agreement for the COVID-19 virus, Players will receive International Elite Sportsperson status. Players will therefore be required to comply with the following conditions to participate in the Event:
  - a) undergo an appropriate testing regime 72 (seventy-two) hours prior to departing their home country for the Event and receive a negative result; results must be recorded and sent to the Promoter as well as presented upon arrival at the United Kingdom airport;
  - b) undergo an appropriate testing regime upon arrival to the Event provided by the Promoter and receive a negative result;
  - c) eliminate any unavoidable encroachment of social distancing within the Event environment;
  - d) wear Event Sponsor branded face coverings whilst at the Event and backstage with the exception of live match play and practice;
  - d) contact only with other accredited Event participants unless given permission by the Promoter;
  - e) remain within the Event bubble/quarantine area as set out by the Promoter for the duration of the stay in England;
  - f) direct transport to and from the arrival and departure airport in England as arranged by the Promoter;
  - g) depart England upon conclusion of the Event; unless given permission by the Promoter.
    - Please note the above regulations are subject to change, any such changes will be notified to the Player as soon as practicable.
- 2.11 All Players will be required to adhere to the latest version of the COVID-19 Policy Document that has been outlined by the Promoter, approved by the local Director of Public Health in association to the Event.
- 2.12 The Promoter's decision shall be final.

### 3.0 Venue and Dates

- 3.1 The Event will be held at MK Marshall Arena, Milton Keynes, England.
- 3.2 The Event dates are: Sunday 6<sup>th</sup> Thursday 10<sup>th</sup> June 2021.
- 3.3 The Promoter shall have the absolute right to change the Venue and Dates of the Event; all Players will be afforded reasonable notice should this occur.

### 4.0 Event Officials

4.1 All Event officials are appointed by the Promoter.

Managing Director - Emily Frazer

Head of Media and Tournament Director - Nick Teale

Social Media – Jake Asby

Brand & Media Manager - Matt Lynch

Events Assistant- Phoebe Milham

Tournament Director – John Leyman

4.2 All referees and score controllers for the Event will be appointed by the Promoter. The referee is in sole charge of any match; any dispute of the Event Rules may be discussed with the Tournament Director and Promoter whose decision is final and absolute.

## 5.0 Prize Money and Entry Fee

- In consideration for participating in the Event and for performing his/hers obligations under this Agreement to a satisfactory standard, the Player shall be paid the Prize Money as set out in Appendix IV.
- 5.2 All Players will be subject to a 2.5% WPA sanction fee each which will be deducted from the added money portion of the Event Prize Money or payable by the Players directly to the WPA if no Prize Money is paid to the Player due to a breach of this Agreement. Promoter shall withhold the relevant tax payable from any Prize Money due and the Player shall be given a tax certificate for any tax deducted to allow the player to offset this against his tax liabilities in his country of tax residence or his global tax position.
- All Prize Money will be paid by bank transfer within 14 (fourteen) days after the Event direct to the Player's bank account. Full bank account details and any necessary tax documentation should be provided to the Promoter prior to the conclusion of the Event.
- 5.4 All Players must pay an Entry Fee of \$500 (five hundred US Dollars) to participate in the Event. Players invitation in the Event will not be confirmed until the full Entry Fee has been paid. All Entry Fee's must be paid 30 (thirty) days prior to the start date of the Event (i.e., May 6<sup>th</sup> 2021) and must be paid directly to the Promoters nominated bank account as instructed by the Promoter.

## 6.0 Dress

- Players shall be required to provide and wear their own playing shirts for the Event ("Event Shirts"); which must be worn throughout the Event and in any promotional work associated to the Event with dark smart trousers and plain black shoes/smart black sneakers. No waistcoats (vests), bow ties, denim jeans, t-shirts, jackets or sports shoes will be permitted.
  - a) The Player will be entitled to wear a maximum of 3 (three) logos (for their own benefit and remuneration) on their Event Shirts ("Player Logos") throughout the Event. Player Logos must not exceed 7.5 cm x 5 cm (3" x 2") or 6 square inches and shall not be permitted to be positioned on the left-chest of each Players Event Shirt or above or below the Event Logo. The Player shall submit to the Promoter no later than 1 (one) week before the first day of the Event details of the Player Logo's for approval;
  - b) the Promoter shall have absolute discretion to disallow a Player the wearing of any Logo that, in the opinion of the Promoter, conflicts with the Event, Sponsors, Broadcasters of the Event;
  - c) the Promoter shall reserve the right, to be exercised in its sole discretion, to require the Player to display in addition to the above, a minimum of 1 (one) logo on the Event Shirts to be positioned as instructed by the Promoter for the sole use and exploitation by the Promoter ("Event Logo");
  - d) the purpose of this clause is not to act as an unfair restraint of trade or otherwise prevent the Player from earning a living.

## 7.0 Media

- 7.1 Players should always refer to the Event by its title "SPONSOR WORLD POOL CHAMPIONSHIP" and will make themselves available to attend press conferences, television and social media interviews for the duration of the Event and any time before the Event as requested by the Head of Media. Players shall fully cooperate and assist in in the advertising, publicity and promotion of the Event, including through their social media accounts and all social media platforms (not limited to; Instagram, Facebook, Snapchat and Twitter).
- 7.2 All Players must make themselves available for the following Media activity in relation to the Event:
  - a) one pre-Event press conference;
  - b) one post-Event press conference;
  - c) one pre-match interview with the Head of Media and or Broadcaster;
  - d) one post-match interview with the Head of Media and or Broadcaster;
  - e) live commentary during the Event with the Broadcaster;
  - f) two pre-Event photo shoots with the Head of Media and Host Broadcaster;
  - g) participate in a live warm up activity / training ahead of the Event;

- h) a minimum of two live interviews upon signature of this Agreement until the Event with the Head of Media:
- i) feature on "Off the Rail" throughout the Event with the Head of Media;
- i) assist in general promotion for the benefit of the Event, the Promoter and or Sponsor.
- 7.3 All Players are required to wear an Event Logo for any Media activity in association to the Event and at any other time instructed by the Promoter.
- 7.4 The Head of Media will liaise and communicate with the Players on such requirements; players will be reasonably requested and notified.

### 8.0 Event Equipment

- 8.1 The table provider for the Event will be Predator.
  - a) 16 (sixteen) match tables will be provided and installed for the Event and 4 (four) practice tables will be provided and installed for all Players; all tables will be fitted with Simonis cloth for the Event as well as sufficient table lighting;
  - b) table pocket sizes will be 4.25 inches (corner pockets) and 5 inches (middle pockets).
- 8.2 The balls for the Event will be Aramith Tournament Black.

## 9.0 Players Tickets & Guests

- 9.1 Under the current COVID-19 protocols for the Event, spectators are not permitted to attend the Event and therefore Players shall not be entitled to any complimentary spectators' tickets to the Event.
- 9.2 Players shall be permitted to bring 1 (one) essential support person (i.e., a coach / manager etc.) to the Event, who must adhere to the Event Rules as well as testing protocols detailed in 2.10 of this Agreement. Player Guests shall be required to pay for their own covid-19 test at the Event as well as Travel and Accommodation. In the instance a Player and essential support person live in the same household they shall be permitted to share Accommodation which is in line with current United Kingdom Government regulations.

### 10.0 Travel and Accommodation

- 10.1 The Player hereby agrees with the Promoter that he/she will stay at the appointed Event Accommodation ("Double Tree by Hilton Hotel, Milton Keynes").
- 10.2 The Player will be responsible for their own airfare, travel and accommodation in consideration to the Event.
- 10.3 It is agreed that the following will be provided by the Promoter:

a) for international Players travelling from outside of United Kingdom, travel to and from the airport and Event Accommodation;

## 11.0 Security

- 11.1 The Event will be appointed one security personnel for the duration of the Event.
- 11.2 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.
- 11.3 All matters relating to security should be referred to the Promoter and or the appointed security personnel.

### 12.0 Other Events

By signing this Agreement, the Player confirms that they will not participate in any 'World Championship' style pool events during the thirteen months from signature of this Agreement without the prior written consent of the Promoter (such consent shall not be unreasonably be withheld).

## 13.0 Grant of Rights

- 13.1 In consideration for participating in the Event, the Player hereby grants to the Promoter the right to use the Players real or professional name, biographical material, fame, likeness, image, signature, quotations, voice, filmic and visual portrayal and performance in connection with the World Pool Championship.
- 13.2 In respect of the Event, the Promoter shall retain in perpetuity:
  - (a) all exclusive worldwide rights, title and interest to the Event, including, but not limited to, staging the Event and to sell tickets of admission to the Event to the public; and
  - (b) unlimited broadcasting and distribution rights, encompassing transmission rights in perpetuity including the unrestricted right to telecast, photograph, record or otherwise reproduce the Event (together, the "Worldwide Rights"). The Worldwide Rights may be exercised by the Promoter in any and all media and in or by any manner, method, device now known or hereinafter devised.
- 13.3 The Promoter shall have the unlimited right to deal with any or all of the foregoing, and all other rights, privileges, benefits, matters and things incident to or arising out of all or any of the foregoing.
- 13.4 The Parties agree that Promoter is free to assign, licence or transfer any or all of the Worldwide Rights, and all of the rights, privileges and benefits granted to Promoter by the Player pursuant to this Agreement, to any person, firm or corporation.

- 13.5 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 World Pool Championship (the "Contribution").
- 13.6 The Player hereby irrevocably grants to the Promoter his or her 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 World Pool Championship 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, US Open Pool Championship, Championship League Pool and World Pool Championship Events ("Matchroom Pool Events").
- 13.7 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.
- 13.8 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 in so doing.

### 14.0 General Conditions

14.1 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 gross negligence and recoverable on that ground following the judgment of a competent court.

14.2 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.

### 15.0 Force Majeure

- 15.1 Neither Party to this Agreement shall be deemed to be in breach of this Agreement or otherwise liable to the other as a result of any delay or failure in the performance of its obligations under this Agreement if and to the extent that such delay or failure is caused by force majeure (as defined below) and the time for performance of the relevant obligation(s) shall be extended accordingly.
- 15.2 For the purpose of this clause 'force majeure' means any circumstances not foreseeable at the date of this Agreement and not within the reasonable control of the party in question including without limitation:
  - any strike lockout or other industrial action nor any shortage of or difficulty in obtaining labour or raw materials;
  - the Broadcaster fails to broadcast the Event;
  - any destruction temporary or permanent breakdown malfunction or damage of or to any premises plant equipment (including computer systems) or material;
  - any breach of contract, default or insolvency by or of any third party (including an agent or sub-contractor);
  - any action taken by a governmental or public authority of any kind including not granting a consent exemption approval or clearance;
  - any civil commotion or disorder riot invasion war threat of or preparation for war;
  - any fire explosion storm flood earthquake subsidence epidemic or other natural physical disaster;
  - any outbreak of a virus or pandemic.
- 15.3 A Party whose performance of its obligations under this Agreement is delayed or prevented by force majeure:
  - shall immediately notify the other Party of the nature extent effect and likely duration of the circumstances constituting the force majeure;
  - shall use all reasonable endeavours to minimise the effect of the force majeure on its performance of its obligations under this Agreement; and
  - shall immediately after the force majeure event has ended notify the other party and resume full performance of its obligations under this Agreement.

15.4 If any force majeure delays or prevents the performance of the obligations of either Party for a continuous period in excess of one month the party not so affected shall then be entitled to give notice to the affected Party to terminate this Agreement specifying the date (which shall not be less than seven days after the date on which the notice is given) on which termination will take effect.

## 16.0 **General Provisions**

- 16.1 This Agreement constitutes the whole Agreement between the Parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements whether written or oral relating to its subject matter.
- 16.2 The warranties, obligations and terms contained in this Agreement shall continue in force after the date of signature of this Agreement and continue in full force and effect for the duration of the terms of this Agreement.
- 16.3 At any time after the date of this Agreement each of the Parties shall at the request and cost of the other Party acknowledge, execute and deliver such documents and do all acts as the other Party may request for the purpose of giving to the other Party the full benefit of the terms of this Agreement.
- 16.4 If any provision of this Agreement is held to be illegal, void, invalid or unenforceable the legality, validity and enforceability of the remaining terms of this Agreement shall not be affected.
- Any communications to be given hereunder shall be in writing and shall be delivered by email, hand or sent by recorded post to the following addresses:
  - For Matchroom, to: Emily Frazer, Mascalls, Mascalls Lane, Brentwood, Essex CM14 5LJ, email: emily.frazer @matchroom.com.
  - For Player, to [Name], [address], email: [email].
- 16.6 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales; and the Parties hereby submit to the exclusive jurisdiction of the English courts.
- 16.7 Nothing in this Agreement constitutes a partnership between the parties.
- 16.8 This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, affiliates, successors, and assigns and shall inure to the benefit of the parties' respective heirs, executors, administrators, representatives, affiliates, successors, and assigns, although not individually named.

## **APPENDIX I –** <u>Event Format Schedule and Format Information</u>

http://www.matchroompool.com/wp-content/uploads/World-Pool-Championship-Info-Sheet.pdf

	Timings (UK)	Stage	Race To	Matches	Tables	Matches per table	Televised Matches
Sun June 6th	12:00-16:30	Groups	9	80	16	5	3
	18:00 – 22:30						3
Mon June 7th	12:00 – 16:30	- Groups	9	80	16	5	3
	18:00 – 22:30						3
Tues June 8th	12:00 – 16:00	Last 64	11	32	16	2	2
	18:00 – 22:00	Last 32	11	16	8	2	2
Weds June 9th	12:00 – 16:00	Last 16	11	8	4	2	2
	18:00 – 22:00	Quarter Finals	11	4	2	2	2
Thurs June 10th	12:00 – 16:00	Semis	11	2	1	2	2
	18:00 – 21:00	Final	13	1	1	1	1

## **APPENDIX II - Event Break Rules**

The following conditions on the break shot will apply in all matches at the Event from the Groups stages through to the Last 32:

- 1. The balls will be racked with the 1 (one) ball resting on the spot.
- 2. A magic rack will be used to rack the balls by the appointed score controller, not any Player.
- 3. Players will not be permitted to rack the balls, inspect the rack and cannot ask for the balls to be re-racked, re-positioned or moved.
- 4. All matches will be winners break.

The following conditions on the break shot will apply in all matches at the Event from the Last 16 to the Final:

- 1. The balls will be racked with the 1 (one) ball resting on the spot.
- 2. The balls initially won't be tapped and will be hand racked by the referee into a plastic rack.

  Depending on circumstances, there may be scope to subsequently tap some balls.
- 3. Players will not be permitted to inspect the rack and cannot ask for the balls to be re-racked, repositioned or moved.
- 4. All matches will be winners break.

## **APPENDIX III – Shot Clock Rules**

- 1. Under the shot clock rules, each Player will have up to 30 (thirty) seconds to complete each shot.
- 2. <u>For Group Stages through to the Last 32</u>: an appointed score controller will operate the clock and audibly call a 10 (ten) second count down once the Player has reached 20 (twenty) seconds.
- 3. <u>For Last 16 through to the Final</u>: an Event official will operate the clock and an audible 5 (five) second count down will commence once the player has reached 25 (twenty-five) seconds.
- 4. The clock will start when the last moving ball on the table comes to rest.
- 5. Failure to play a shot in the allocated time will result in loss of visit and cue ball in hand to the incoming player.

#### 6. EXCEPTION:

- a. After the break shot, a player can take a maximum of 60 (sixty) seconds to appraise the table. The clock will start after the completion of the first shot in open play.
- b. each Player is allowed one 30 (thirty) second extension per rack. This can be called at any time within the initial 30 (thirty) seconds by the Player;
- c. the score controller or timekeeper will then allow the original 30 (thirty) seconds to expire, and then restart the clock to allow another 30 (thirty) seconds. This will serve the purpose of extending the shot to one minute;
- d. all Players will make this known by audibly calling 'extension' to the match marker or Referee (from Last 16 onwards). It is on the onus of the Player calling an extension to ensure the Referee and or score controller has seen and or heard and therefore acknowledged this action;
- e. the Referee and or score controller can stop the clock. This is in the event of any extraordinary occurrence;
- f. using a mechanical bridge or rest will be part of the 30 seconds;
- g. <u>For Group Stages through to the Last 32:</u> the cue ball will be cleaned at the end of every rack and cannot be requested during a rack;
- h. <u>For Last 16 through to the final</u>: having the cue ball cleaned will be part of the 30 (thirty) seconds;
- i. 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.

## **APPENDIX IV** – <u>Prize Money</u>

		No.	
	Payout	Players	Total
Group 0 wins	\$0	32	\$0
Group 1 win	\$500	32	\$16,000
Last 64	\$1,000	32	\$32,000
Last 32	\$2,500	16	\$40,000
Last 16	\$4,000	8	\$32,000
Quarters	\$7,500	4	\$30,000
Semis	\$12,500	2	\$25,000
Runner-up	\$25,000	1	\$25,000
Final	\$50,000	1	\$50,000
		128	\$250,000