



Team Participation Agreement

Date: 24 August 2018

PARTIES

Let's Play Live Media Limited (NZCN 6460913) t/a LPL

(LPL)

LEGACY ESPORTS PTY LIMITED (ABN 46 604 586 861)

(Team)

BACKGROUND

- A. LPL is operating the Tournament competing in the Game pursuant to a licence from the Publisher.
- B. The Team has been invited to participate in the Tournament.
- C. This Agreement sets out the terms and conditions on which the Team will participate in the Tournament.

CONTRACT TERMS

The table of contract terms below sets out the key commercial terms relating to the Event.

Tournament	LPL ANZ CSGO Championship	Tournament Date	4 October to 15 November 2018
Game	Counter Strike: Global offensive	Publisher	Valve Corporation
Sanctioning Body	New Zealand Esports Federation Incorporated	Age Limit	18 years of age and over
Prize Money	Prize pool: NZD\$10,000 1st place - \$5,000 2nd place - \$3,000 3rd place - \$2,000		
Tournament Format	1. Online Round Robin - 4 October to 1 November 2018 2. Live Semi-Final (3rd vs 2nd) - 8 November 2018 at LPL Studio Auckland 3. Live Grand Finale - 15 November 2018 at LPL Studio Auckland (each an Event)		

<p>Incidentals</p>	<p>If the Team qualifies for the Semi Final on 8 November 2018 and/or the Grand Finale on 15 November 2018 at LPL Studio Auckland, LPL will supply the following:</p> <ol style="list-style-type: none"> 1. If: <ol style="list-style-type: none"> a. a Player is travelling from a location more than 250 kms from the Auckland CBD, return economy flights and transfers to and from Auckland airport to SKYCITY hotel in Auckland; or b. a Player is travelling from a location less than 250 kms from the Auckland CBD, return bus travel to the SKYCITY hotel in Auckland, for five Players and one coach for each Event. At LPL’s discretion, LPL may either: <ol style="list-style-type: none"> c. Provide the Team a subsidy of up to NZ\$2,500 (including GST) (subject to receipt of proof of payment) for such travel provided all air travel must be booked via LPL’s travel agent, Scott James at Stage and Screen Travel Services (www.stageandscreen.co.nz/); or d. Book and pay for travel itself for the Team. 2. Accommodation for five Players and one coach at SKYCITY Hotel Auckland for the nights before and after an Event. 3. Breakfast and dinner for five Players and one coach on each day the Team is staying at SKYCITY Hotel Auckland.
<p>Special Terms</p>	<ol style="list-style-type: none"> 1. Non-cash prizes are not redeemable for cash, negotiable or transferable. 2. The Team agrees that it will ensure the Players abide by all rules, regulations and policies of the New Zealand Esports Federation when competing in the Tournament. 3. All Players and coaches travelling must have a valid visa to compete at the Tournament in accordance with New Zealand law. This is likely only to apply to Players and coaches who are not citizens of Australia or New Zealand but please check with LPL if uncertain.

<p>SIGNED for and on behalf of LPL:</p>
<hr/> <p>Director</p>

<p>SIGNED by or on behalf of the Team:</p>
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GENERAL TERMS

Plain English Terms

The General Terms below are complicated legal terms that are there to protect both of us and make it clear the terms that will apply to the Team's participation in the Tournament. These terms are here to give you a simple explanation of what the General Terms really mean in plain English.

These plain English terms set out what we intend the deal between us to be. However, these plain English terms are not legally binding and the General Terms are still the legal terms that will apply if anything goes wrong. If you have any concerns, we recommend you ask a lawyer to look at the whole agreement for you. If you can't afford your own lawyer, you can contact your local [Citizens Advice Bureau](#) or [Community Law Centre](#) for some initial advice.

- **What you will do** – You will make sure the team trains hard for the tournament, is physically and mentally prepared and turn up to the tournament on time. You must attend all promotional and media events related to the tournament. You must also tell us if straight away if anything happens that may prevent the team competing, like an injury or a visa or legal problem.
- **Fair play** – Unacceptable behaviour or bad sportsmanship may result in the team being penalised or may mean this contract is terminated – Play to win but don't be a dick! You will also be bound by the competition rules and regulations for the tournament.
- **Expectations** – Running a major broadcast competition comes at great expense and is only possible with the support of broadcast partners, sponsors and advertisers. The ability of the organisers to make these tournaments happen for the benefit of the esports community comes with legal obligations and that means you have to fulfil your end of the bargain if the team wishes to compete.
- **Paying you** – If the team has won prize money, we will pay you as soon as possible after the tournament. If you want to be paid to an account outside of NZ, we will need extra information about the bank account before we can make payment. We may also need GST and other tax details before we can pay you. Non-cash prizes are not redeemable as cash. Note that prize packs are not treated as assessable income by the IRD. **If we do not have all the information we need, we may need to retain up to 45% of your payment in accordance with IRD requirements.**
- **Confidentiality** – You will keep the terms of this contract and all other information relating to our business confidential.
- **IP** – All the IP rights (like copyright) in any film or photos of the team competing at the event or appearing at a media event, belong to us. We can also use the team member's names and images for all advertising and media publications associated with the tournament.
- **Dealing with disagreements** – If we disagree on something we will first discuss the issue. If we can't agree a solution, we will then go to mediation. Only if mediation is unsuccessful can either of us start court proceedings.
- **Ending the agreement** – Either of us can cancel the agreement if notice is given to the other side of a breach and it is not remedied within 20 working days. That can include breaching this contract or doing something that embarrasses us or any sponsor of the tournament.
- **Communication** – Our preferred way to communicate is either by telephone or email. You can also drop stuff off to us.
- **Media** – You will not make any announcements to the press about the event without getting our consent first. However, we encourage you to publicise the event through a positive social media presence.
- **Whole agreement** – This document reflects the entire agreement between us. Nothing that was said or written in an email before the agreement was signed will have any effect.
- **NZ law** – The law of New Zealand applies to this contract and any dispute will be handled through the NZ courts.

1. Agreement and Appointment

- 1.1. This Agreement consists of the Contract Terms and these General Terms. In the case of any conflict, the documents will take precedence as follows:
 - 1.1.1. the Contract Terms; then
 - 1.1.2. these General Terms.
- 1.2. Except as the context may require, in this Agreement, "you" or "your" is a reference to the Team and "we", "us" and "our" refers to LPL.
- 1.3. You agree to compete in the Tournament and perform the Services on the terms set out in this Agreement.
- 1.4. We may change the date or venue of the Tournament at any time or cancel the Tournament. If we do, we will let you know as soon as possible and discuss with you the consequences of that change. If we cancel the Tournament, we may terminate this Agreement by written notice with no liability to you.

2. Your Obligations

- 2.1. You will understand that in order for the Tournament to be a success, we need all Players to be at their best and prepared for the Tournament. You promise that you will ensure the Players:
 - 2.1.1. Train appropriately for the Tournament and do their best to be in good mental and physical condition during the Tournament Date.
 - 2.1.2. Do not compete in the Tournament or train for the Tournament under the influence of alcohol or drugs (whether performance enhancing or illicit) except as authorised by us or the Sanctioning Body or prescribed by a medical professional.
 - 2.1.3. Compete honestly and to the best of their ability in the Tournament.
 - 2.1.4. Undertake any medical examinations, produce any medical certificates and comply with any drug test requested by us or the Sanctioning Body.
 - 2.1.5. Be at each Event as early as possible and at least two hours before the scheduled time for each Event (as notified to you). This is an essential term of this Agreement.
 - 2.1.6. Abide by the rules and regulations of the Tournament, including any rules of the Sanctioning Body.
 - 2.1.7. Let us know immediately if, for any reason, you will not be able to compete in the Tournament.
 - 2.1.8. Field your top players at all times unless a player cannot participate due to medical reasons or a reason that is deemed reasonable by LPL. A medical certificate may be requested to confirm the validity of a substitution.
 - 2.1.9. Comply with our reasonable directions in relation to the Tournament.
- 2.2. As well as the things you need to do at the Tournament, we also need you to attend certain promotional events and act in a certain way leading up to the Tournament. Otherwise, it will be difficult for us to promote the Tournament and create interest in it. You promise that the Players will:
 - 2.2.1. Attend any media and promotional events related to the Tournament. If the Players are not able to attend any such media and promotional event, you must let us know immediately and cooperate with us to find a solution.
 - 2.2.2. Not appear in any media interviews or appearances relating to the Tournament before the date of the Tournament and for 10 Business Days after the Tournament, without our prior written consent. You will refer any media enquiries to us. You and the Players may freely (and we encourage you and the Players to) promote the Tournament on your and the Players' social media presence provided you and the Players are always positive about us, the Tournament, the Game, the Publisher and any sponsors of the Tournament. You will be responsible for all content posted by the Players relating to the Tournament.
 - 2.2.3. Obtain any required visas for the Players before the date of the Tournament. If we ask you for these, you will send evidence of such visas to us to our reasonable satisfaction.
- 2.3. If you breach any of the terms in clauses 2.1 and 2.2, we may:
 - 2.3.1. Remove you from the Tournament; and/or
 - 2.3.2. Terminate this Agreement and any other contracts between you and us; and/or
 - 2.3.3. Deduct any damages, losses or costs from any amounts owed to you by us.
- 2.4. You will indemnify us against any and all claims, damages, liabilities, costs and expenses (including legal fees) if you don't do any of the things listed in clauses 2.1 or 2.2.
- 2.5. Except for the Incidentals, you are responsible for all expenses incurred in training and preparing the Players for the Tournament.
- 2.6. You will not tell anyone else about the terms of this Agreement or give a copy of this Agreement or disclose any Confidential Information to anyone (except professional advisors or family) without our written permission. This applies before the date of the Tournament and for 12 months after the end of the Tournament.
- 2.7. You warrant, represent and undertake that no Player will, as at the Tournament Date, be younger than the Age Limit.

3. Payment

- 3.1. As long as you have performed all your obligations under this Agreement, we will provide the Incidentals or pay the Incidentals to your nominated bank account (as determined by us).
- 3.2. If you are awarded Prize Money from the Tournament, we may deduct from the Prize Money any amounts we have been required to pay on your behalf (other than the Incidentals).
- 3.3. We will need some time after the date of the Tournament to calculate any amounts we have paid on your behalf and the total amount to be paid. We will let you know as soon as possible the amount we intend to pay you.
- 3.4. Once we have determined the total amount we have to pay you and received a valid tax invoice, we will pay the amount to you as follows:
 - 3.4.1. Payments to bank accounts in New Zealand will be made within 20-60 Business Days after the conclusion of the Tournament.
 - 3.4.2. If you would like us to pay to an account not held in New Zealand, we will first need to receive all the required details for payment such as full account details, tax numbers and a physical address. Until we have that information we won't be able to pay you as we need to comply with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.
 - 3.4.3. Once we have all the information we need for an international transfer, you should receive that payment within 20-60 Business Days after all relevant information has been received.
- 3.5. If required by applicable law, we may need to deduct withholding or other taxes from any payments to you as per IRD requirements. If we do so, we will have no obligation to gross up any such payment. Otherwise, you will be responsible for paying all tax and other deductions from any amounts we pay you. **Please be aware that if appropriate tax information is not supplied, payment may need to be made subject to a 45% withholding tax retention.**
- 3.6. If we or the Sanctioning Body determines that you or any person associated with you have been involved in any unethical, illegal or immoral behaviour that is likely to embarrass or damage the reputation of the Tournament, a broadcaster or sponsor of the Tournament or us or bring esports into disrepute (including any fixing of the Tournament), we may decide to withhold any amounts payable to you until such time as such issues are resolved.

4. Intellectual Property and Sponsors

- 4.1. You agree that in relation to any Intellectual Property Rights relating to the Tournament:
 - 4.1.1. You assign to us all rights in photographic and audio-visual recordings of the Players (**Player IP**) relating to the Tournament and any promotional event to promote the Tournament. You warrant and represent that you have obtained the right to assign the Player IP to us from each Player. You indemnify us in relation to any loss, damage or cost suffered by us as a result of any failure by you to obtain from the Players a right to assign the Player IP to us.
 - 4.1.2. You have obtained or will obtain from the Players a waiver of any moral rights in respect of the Players' involvement in the Tournament and any recordings of such involvement, including without limitation all rights pursuant to sections 94, 98 and 107 of the Copyright Act 1994.
 - 4.1.3. You grant us a royalty free licence until the end of the Tournament to use your name and logos for promoting the Tournament. We may also sublicense that material to any other person for those purposes.
- 4.2. For the avoidance of doubt, neither you nor we will obtain any Intellectual Property Rights in any logo, trade mark or know how of the other by operation of this Agreement.
- 4.3. You agree that we have the exclusive right to exploit all sponsorship and promotional opportunities relating to the Tournament. However, the Players may wear your sponsored Team apparel at the Tournament.

5. Dispute Resolution

- 5.1. No party may commence any arbitration or court proceedings relating to any dispute unless that party has complied with the procedure specified in this clause 5, provided that nothing in this clause will prevent any party from taking immediate steps to seek urgent interlocutory relief before an appropriate Court.
- 5.2. In the event of any dispute arising between any of the parties about the contents or interpretation of this Agreement then the following will occur:
 - 5.2.1. The parties involved will make reasonable personal endeavours to resolve the dispute by negotiation.
 - 5.2.2. If such efforts are unsuccessful after 20 Business Days of the dispute arising the parties involved will submit the dispute to mediation in accordance with the Mediation Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc with a mediator appointed by the President of the New Zealand Law Society, if the parties involved are unable to agree on such appointment.
- 5.3. In the event of the mediation referral being unsuccessful after 30 Business Days from submission of the dispute, the parties involved may agree to further dispute resolution procedures or commence legal proceedings.

6. Termination

- 6.1. Either of us (**Terminating Party**) may terminate this Agreement if the Terminating Party has served on the other one of us (**Defaulting Party**) a written notice setting out an event of default and, in the case of an event of default which is capable of remedy, requiring that the Defaulting Party remedy that event of default within 20 Business Days after receipt of that notice and the Defaulting Party does not do so within that period.
- 6.2. An event of default under clause 6.1 will include the Defaulting Party:
 - 6.2.1. Breaching any of its obligations under this Agreement; or
 - 6.2.2. Making disparaging comments or statements in relation to the Tournament, the Terminating Party, the Game, the Publisher or a sponsor or broadcaster of the Tournament; or
 - 6.2.3. Bringing the Tournament, the Terminating Party, the Game, the Publisher or a sponsor or broadcaster of the Tournament into disrepute.
- 6.3. Upon termination of this Agreement for whatever reason:
 - 6.3.1. You will be paid all monies owing to you under this Agreement subject to set off by us of any amounts owing to us or paid on your behalf.
 - 6.3.2. Both of us will be free to pursue any other action arising as a result of a breach occurring before the date of termination.
 - 6.3.3. That termination will not affect our respective rights and obligations relating to confidentiality and ownership of Intellectual Property Rights.
- 6.4. You agree that the Players' participation in the Tournament or any other Tournament and performing your other obligations under this Agreement are of a special and personal nature. As a result, monetary damages may not be an adequate remedy for any breach by you of this Agreement. You agree that we are entitled, without prejudice to any other rights or remedies that may be available to us, to seek equitable relief (including an interim and final injunction and/or specific performance) as a remedy for breach of this Agreement, and if we bring any proceedings seeking equitable relief, you will not claim that the breach is one which may not, or ought not to, be the subject of equitable relief.

7. Notices

- 7.1. Any notice given pursuant to this Agreement will be deemed to be validly given if either:
 - 7.1.1. Personally delivered; or
 - 7.1.2. Sent by electronic means (commonly known as email),
to (a) the registered office of the party to be notified; or (b) email address last used by the party to be notified to communicate with the notifying party or as the party to be notified may designate by written notice given to the notifying party.
- 7.2. Any notice given pursuant to this Agreement will be deemed to be validly given:
 - 7.2.1. In the case of delivery, when received;
 - 7.2.2. In the case of electronic transmission by email, at the time specified in the email transmission which was not returned as undeliverable or as containing any error.
- 7.3. If the delivery or transmission of any notice given under this Agreement is on a day which is not a Business Day, or occurs after 5.00 p.m. (local time) on any Business Day, the notice will be deemed to be received on the next following day which is a Business Day.

8. General

- 8.1. Our liability to you under this Agreement is limited to an amount equal to any amounts paid by us to you pursuant to the provisions of this Agreement or \$1,000, whichever is the lower.
- 8.2. We may assign our rights and obligations under this Agreement to any person, company or entity by notice to you. Your obligations under this Agreement are personal to you and may not be assigned.
- 8.3. Neither of us will (except as may be required by law or regulation) make any announcement or disclosure regarding this Agreement or its subject matter except in a form and manner and at such time as the parties will agree.
- 8.4. Any failure by either of us to enforce any clause of this Agreement, or any forbearance, delay or indulgence granted by either of us to the other will not be construed as a waiver of either of our rights under this Agreement.
- 8.5. This Agreement is the entire agreement, understanding and arrangement (express and implied) between each of us in respect of the matters contained in this Agreement. Nothing previously agreed either verbally or in writing will affect any of our respective obligations or rights under this Agreement.
- 8.6. Nothing in this Agreement can be waived or changed unless we both agree in writing. If any other documents need to be signed to give effect to this Agreement, we both agree to sign those documents.
- 8.7. This Agreement will be governed by, and construed in accordance with, the laws of New Zealand, and we each agree that the Courts of New Zealand have exclusive jurisdiction.

8.8. We can each sign separate copies of this and when put together those separate copies will make up a fully binding contract between you and us. We can exchange counterparts in any electronic form including scanned email copies.

9. Definitions and Interpretation

9.1. In addition to the terms defined in the Contract Terms, in this Agreement, unless the context requires otherwise:

Agreement means the Contract Terms and the General Terms and includes any appendices and/or schedules attached to this agreement.

Business Day means a day which is not a Saturday, Sunday or public holiday in Auckland, New Zealand and excludes any day in the period commencing with the 25th day of December in any year and ending with the 15th day of January in the following year.

Confidential Information means any and all information relating to any provision, or the subject matter, of this Agreement and any and all information concerning the activities, business, finances, software, know-how, data (technical or non-technical), trade secrets, projects, forecasts, and information relating to systems or processes, marketing information, customer information or any other information relating to or owned either of us or which is obtained directly or indirectly from another party under or in connection with this Agreement, in each case whether such information is oral, written or embodied in any other physical or electronic form.

GST means goods and services tax in terms of the Goods and Services Tax Act 1985, at the rate prevailing from time to time.

Intellectual Property Rights means any and all intellectual and industrial property rights throughout the world including but not limited to rights in respect of, or in connection with:

- (a) copyright (including future copyright and rights in the nature of, or analogous to, copyright);
- (b) trade marks;
- (c) inventions (including patents);
- (d) any confidential information;
- (e) service marks;
- (f) designs; and
- (g) circuit layouts,

whether or not existing now and whether or not registered or registrable and includes any right to apply for the registration of such rights and includes all renewals and extensions.

Player means a person who is competing at the Tournament as part of the Team.

Third Party Rights means the Intellectual Property Rights in any preparatory material and finished work produced in the performance of our obligations under this Agreement which are owned by persons other than either of us.

9.2. In this Agreement, unless the context otherwise requires:

9.2.1. The term including means including without limitation.

9.2.2. Reference to a statute or regulation will include all amendments and re-enactments thereof and any subordinate legislation made thereunder.

9.2.3. Reference to **dollars** and **\$** refers to New Zealand dollars (**NZ\$**) exclusive of GST unless specifically stated otherwise.

9.2.4. Any obligation not to do anything will be deemed to include an obligation not to suffer, permit or cause that thing to be done.

9.2.5. The terms **written** and **in writing** include any means of reproducing words, figures or symbols in a tangible and visible form including email.