

2023 EUROPEAN OPEN POOL CHAMPIONSHIP – PLAYERS CONTRACT

I hereby accept the offer made by Matchroom Multi Sport Limited to play in the 2023 European Open Pool Championship and agree to the conditions of entry annexed hereto and abide by the rules contained therein.

SIGNED.....

PRINT NAME.....

DATE.....

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1.0 Definitions & Interpretation

- 1.1. "Event" means the European Open Pool Championship, an open 9-ball pool tournament involving two-hundred and fifty-six players; taking place between August 8th – 13th 2023 (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.
- 1.3. "Sponsors" means such person, business or company as the Promoter appoints to be Sponsor for the Event.
- 1.4. "Promoter" means Matchroom Multi Sport Limited of 'Mascalls' Mascalls Lane, Brentwood, Essex CM14 5LJ.
- 1.5. "Broadcaster" means any such person, business or company the Promoter appoints to broadcast and or live stream for the Event.
- 1.6. "WPA" means World Pool Association.
- 1.7. 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.

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- 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 from date of entering until 2 (two) weeks of the Event start date (i.e., any time before July 25th, 2023) for any such reason, the Player shall only be entitled to receive \$125 US Dollars of their Entry Fee refunded permitting the Promoter to retain an administrative fee of \$125.
- 2.9 In the event a Player withdraws from the Event within 2 (two) weeks of the Event start date (i.e., on or after July 25th, 2023) for any such reason, the Promoter shall have the right to not refund the withdrawing Players' full Entry Fee; nor will the withdrawing Player will not be entitled to any Prize Money.
- 2.10 In the event a Player is tested positive for the COVID-19 virus within 2 (two) days of the Event start date (i.e. on or after August 6th, 2023) and therefore unable to participate in the Event and must withdraw, the Promoter shall, at its sole discretion and upon proof of positive test, refund the said

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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.

- 2.11 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 may 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.
- 2.12 The Promoter's decision shall be final.

3.0 Venue and Dates

- 3.1 The Event will be held at Hotel Esperanto, Fulda Germany.
- 3.2 The Event dates are: Tuesday 8th – Sunday 13th August 2023.
- 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.
- 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 Directors and Promoter whose decision is final and absolute.

5.0 Prize Money and Entry Fee

- 5.1 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; the Promoter has the sole discretion to alter the payout structure of the Prize Money, all Players will be reasonably notified if this is the case.
- 5.2 All Players will be subject to a 2.5% WPA sanction fee each which will be deducted from the total 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.
- 5.3 Prize Money will be paid either by bank transfer within 14 (fourteen) days after the Event direct to the Player's bank account or for earlier stages of the Event, prize money will be paid in cash on-site at the Event. Full bank account details and any necessary tax documentation should be provided to the

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Promoter prior to the conclusion of the Event. The Promoter may pay part of the prize money in cash at the Event, all Players will be reasonably notified if this is the case.

- 5.4 All Players must pay an Entry Fee of \$250 (two-hundred and fifty 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., July 8th 2023) and must be paid directly to the Promoters nominated bank account as instructed by the Promoter.
- 5.5 All Players must arrive at the Event Venue by Monday 7th August 2023, unless requested to arrive earlier due to media commitments set out by the Promoter or has prior written confirmation from the Promoter to arrive later than Monday 7th August 2023.

6.0 Dress

- 6.1 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 4 (four) 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) Player logos shall include all logo's, for the avoidance of doubt logos of federation's and billiards clubs shall be included in the 4 logos permitted. Player country flags and names shall not be included as a logo;
 - c) 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, Promoter, Sponsors, Broadcasters of the Event;
 - d) 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");
 - e) the purpose of this clause is not to act as an unfair restraint of trade or otherwise prevent the Player from earning a living.

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7.0 Media

7.1 Players should always refer to the Event by its title "SPONSOR EUROPEAN OPEN 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 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, TikTok 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 Promoter and or Broadcaster;
- d) one post-match interview with the Promoter and or Broadcaster;
- e) live commentary during the Event with the Broadcaster;
- f) two pre-Event photo shoots with the Promoter 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;
- i) feature on "Off the Rail" throughout the Event;
- j) assist in general promotion for the benefit of the Event, the Promoter, Host Sponsor 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 Matchroom personnel 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 Diamond Billiards; all tables will be fitted with Simonis cloth for the Event as well as sufficient table lighting;

- a) table pocket sizes will be at the discretion of the Promoter, with all Players awarded sufficient notice of the decided dimensions.

8.2 The balls for the Event will be Aramith Tournament Black.

9.0 Players Tickets & Guests

9.1 Players shall be permitted up to 4 (four) complimentary tickets for the Event (8th – 11th August only) and 1 (one) backstage guest pass; who must adhere to the same protocols as players to the Event.

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9.2 Players will be requested to submit ticket requests 30 (thirty) days prior to the start date of the Event (i.e., July 8th 2023) – any tickets needed after this date must be purchased from the Promoter website. Tickets will only be available for collection at the Player Check-In Desk on 7-8th August only at a set time to be communicated closer to the time of the event.

9.3 Tickets for the final two days of the Event will be at the discretion of the Promoter, dependant on ticket sales for the Event. Players who have reached the Last 16 of the Event will be entitled up to 4 (four) complimentary tickets to the last two days (12th and 13th August 2023) as well as 1 (one) backstage guest pass. Player guests shall be an essential person (i.e. coach or manager).

10.0 Travel and Accommodation

10.1 The Player will be responsible for their own airfare, travel and accommodation in consideration to the Event.

11.0 Security

11.1 The Players will be appointed one security personnel contracted by the Promoter for the duration of the Event; the Event will be appointed multiple security personnel contracted by the Event Venue 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

12.1 By signing this Agreement, the Player confirms that they will not participate in another 9-ball 'European Open Championship' pool event during the fourteen 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 European Open Pool Championship.

13.2 In respect of the Event, the Promoter shall retain in perpetuity:

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- (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 European Open 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 European Open 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, World Pool Championship, Premier League Pool and US Open, UK Open and European Open 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.

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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;

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- 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.

16.5 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.

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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 – Event Format Schedule and Format Information

The full Event Schedule is TBA.

Double Elimination until the Last 64.

Winner Breaks

9 on the spot, with a break box

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Template Rack by referee

No shot clock

24 Tables

Round 1 – Race to 9

Winner Round 1 – Race to 9

Winner Qualification – Race to 9

Loser Round 1 – Race to 8

Loser Round 2 – Race to 8

Loser Round 3 – Race to 8

Loser Qualification – Race to 9

-

Template Rack by referee

No shot clock

12 Tables

Last 64 – Race to 9

Last 32 – Race to 9

-

Template Rack by referee

3 Tables

Last 16 – Race to 10

Quarter Finals – Race to 10

-

Template Rack by referee

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1 Table

Semi Finals – Race to 11

Final – Race to 13

APPENDIX II - Event Break Rules

All players will be required to play a forceful break, and will be subject to a foul should they be issued this by a Referee.

The following conditions on the break shot will apply in all matches at the Event from the Double Elimination stage through to Single Elimination (Last 16):

1. The balls will be racked with the 9 (nine) ball resting on the spot.
2. A breakbox will be implemented, size at the discretion of the Promoter.
3. A template rack will be used to rack the balls by the appointed score controller, not any Player.
4. 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.
5. All matches will be winners break.

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

1. The balls will be racked with the 9 (nine) ball resting on the spot.
2. A template rack will be used to rack the balls by the referee, not any Player.
3. Players will not be permitted to inspect the rack and cannot ask for the balls to be re-racked, re-positioned or moved.
4. All matches will be winners break.

APPENDIX III – Shot Clock Rules

1. **For Double Elimination through to the Single Elimination (Last 16 onwards):** there will be no shot clock in operation.
2. **For Single Elimination (Last 16) through to the Final, TV TABLE 1:** 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.
3. **For Single Elimination (Last 16) through to the Final, TABLE 2 & 3:** an Event official will operate the clock and will verbally call a 10 (ten) second count down once the Player has reached 20 (twenty) seconds.
4. When the shot clock is in play the following will rules will be in place:

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- a. Under the shot clock rules, each Player will have up to 30 (thirty) seconds to complete each shot;
- b. the clock will start when the last moving ball on the table comes to rest;
- c. failure to play a shot in the allocated time will result in loss of visit and cue ball in hand to the incoming player.
- d. EXCEPTION:**
- e. 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.
- f. 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;
- g. 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;
- h. all Players will make this known by audibly calling 'extension' to the Referee. It is on the onus of the Player calling an extension to ensure the Referee has seen and or heard and therefore acknowledged this action;
- i. the Referee can stop the clock. This is in the event of any extraordinary occurrence;
- j. using a mechanical bridge or rest as well as having the cue ball cleaned will be part of the 30 seconds;
- k. 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 – Prize Money

		Prize per player	Total Per Stage
193rd	64		
129th	64		
97th	32		
65th	32	\$500	\$16,000
Last 64	32	\$1,000	\$32,000
Last 32	16	\$2,000	\$32,000
Last 16	8	\$4,000	\$32,000
Quarters	4	\$6,000	\$24,000
Semis	2	\$9,500	\$19,000
Runner Up	1	\$15,000	\$15,000

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Winner	1	\$30,000	\$30,000
	256		\$200,000