**PLAYER AGREEMENT**

This Player Agreement (the **Agreement**) has been made by and between

**[insert name]**, registry code [insert code], address [insert address]), represented by [insert position] [insert name] (the **Team**),

and

**[insert name]**, personal identification code [insert code], address [insert address], player alias/nickname **[insert name]** (the **Player**),

hereinafter jointly referred to as the **Parties** and individually as a/the **Party**,

taking into account the nature of e-gaming, the specialisation of the Team and the characteristics of the Player’s contribution to the Team and the fact that the Team needs the Player’s assistance for a short term, the Parties have concluded this Agreement in the following:

1. subject matter of the agreement
	1. The Agreement sets forth the rights and responsibilities of the Parties that accompany the Player’s [insert appropriate: short-term/one-off] participation in the Team which, subject to the terms and conditions set out herein, involves playing in and for the Team in ‘[insert video game name]’ tournament(s) played on [insert platform] (the **Tournament**) [insert appropriate alternative: to be held in ... from ... to ... / for the period of ... to ...] for a fee.
2. PlAYER’S RESPONSIBILITIES
	1. The Player takes part in the Tournament and plays for the Team to the best of their ability.
	2. The Player is aware of and complies with all Tournament and other requirements and rules applicable to players.
	3. The Player honours and abides by the Code of Conduct of the Team [choose an appropriate alternative: which is attached to the Agreement as an annex/ which is available at [insert link]/ which has been introduced to the Player].
	4. The Player acts in a manner which upholds the name, reputation and goodwill of the Team. This includes, among other things, respect for opponents, Tournament staff and officials, facilities, privileges, operating procedures as well as applicable law.
	5. The Player acts with dignity and respectfully, especially while wearing the Team attire or sponsors’ logos, in order to avoid harming the reputation of the Team and sponsors.
	6. The Player abstains from any and all illegal and banned substances.
	7. The Player avoids harming the Team in any manner, including economically and financially.
	8. The Player must not accept, give or be involved in any way in any inducement or bribe in relation to the Player’s performance in the Tournament or the performance of any other e-athlete in the Tournament.
3. TRAINING
	1. The Player organises their own training.
	2. Where possible, the Team organises at its own expense training sessions for its players and provides the Player with a coach who instructs the Player before and during the Tournament within the limits set by the organiser of the Tournament.
4. EQUIPMENT AND ATTIRE
	1. The Team provides the Player with training and competition equipment and official team attire in accordance with the budget, sponsorship availability and policies of the Team.
	2. The Team retains ownership of the equipment (if any) made available to the Player for the duration of the Tournament or training. If the Player fails to return it to the Team, the Team is entitled to withhold the cost of the equipment from any and all fees payable to the Player.
5. NON-COMPETITION
	1. The Player refrains from playing for and promoting any other e-gaming team in and outside of the Tournament during the period of validity of the Agreement.
	2. The Player warrants and represents that the Player does not have and will not, during the period of validity of this Agreement, have any other agreement or arrangement with any other e‑gaming team.
6. TRAVEL
	1. Subject to individual agreement on a case-by-case basis, the Team provides the Player with transport, accommodation and subsistence for Team activities as deemed necessary by the Team.
7. INSURANCE
	1. The Player maintains the Player’s own domestic and/or international health insurance cover, unless insurance is provided by the Team.
8. personal data
	1. In accordance with the General Data Protection Regulation (GDPR) of the European Union, the Team protects the Player’s personal data and information collected in relation to the Player.
9. MARKETING ACTIVITIES
	1. The Player understands and agrees that, in order to be able to provide benefits to Team members, the Team must raise funds via the sale of corporate sponsorships. In order to further this endeavour, the Player:
		1. agrees to be filmed, photographed, broadcast, streamed (including live) and to have the Player’s image and voice otherwise recorded in any media by the Team’s photographers, film crews, video crews and by any other entity or person authorised by the Team;
		2. grants the Team the irrevocable, fully paid-up, worldwide right and non-exclusive license to use and to authorise third parties to use in all internet, media, new media and future media the Player’s name, likeness, picture, voice and biographical information for: (i) news and information purposes; (ii) promotion of the tournament in which the Player competes; (iii) promotion of the Team. In no event may the Team authorise the use of the Player’s name, picture, likeness, voice and biographical information for commercial purposes, including any use in a manner that would imply an endorsement of any company, product or service, without the Player’s written prior consent. This license is valid for the duration of the Agreement;
		3. grants the Team irrevocable, fully paid-up, worldwide, sub-licensable, non-exclusive license to use all economic rights of performers and a moral right of inviolability of the performance to the audio and video recordings of the Player’s gameplay in Tournaments that the Player takes part in during the validity of the Agreement in all internet, media, new media and future media. This license is valid for the duration of the Agreement;
		4. except for those rights specifically granted to the Team, retains sole and exclusive ownership of their individual publicity rights. The Player agrees to exercise those rights in such a manner as to not violate the Team’s regulations and restrictions and not to compromise the Player’s eligibility for the tournament.
		5. does not have the right to use the name, trademarks or other intellectual property of the Team or to advertise any affiliation with the same, without the express written consent of the Team. The Player understands and agrees that the Player must obtain prior consent of the Team for any individual endorsement program in which the following would occur: the Player wears any attire that designates or denotes the Player as a past, present or future member of the Team or otherwise openly identifies the Player with the Team or any other entity or program controlled by the Team. This provision is to survive expiry or termination of the Agreement. Provided that there are no conflicts with the sponsors, the Team and the Player’s personal sponsor may enter into an arrangement whereby the Player’s sponsor obtains access rights to certain names, trademarks or intellectual property owned by the Team;
		6. agrees that when appearing live for any photo, film or video intended to depict the Player as a member of the Team, the Player must wear attire that designates or denotes the Player as a member of the Team;
		7. must not remove, alter, conceal or partially conceal any logo, flag or writing on Team attire;
		8. with the Team’s consent, may add the logo of a private sponsor as long as it conforms to the Team’s requirements. The Team advises the Player regarding the placement of the logo.
	2. The Team and the Player may further agree on the Player’s engagement in the Team’s marketing activities aimed at raising awareness of and promoting the Team and its sponsor(s). Such activities may include, but are not limited to streaming the Player’s gameplay, joining other players’ streams, acting as a live commentator, taking part in promotional and meet-and-greet events, and making e-gaming-related, Team-related and sponsor-related posts in social media (above all, Instagram, TikTok, YouTube and Twitch).
10. FEE AND OTHER PAYMENTS
	1. The Player’s fee is [insert the sum in words] ([insert the sum in numbers]) euros.
	2. The Team pays the fee to the Player’s bank account [insert IBAN account number] in [insert bank name] not later than by the [insert ordinal number] day of the month following the Tournament.
	3. The Team pays the Player Tournament prize money (if any or if made available) within [insert number of days] after the actual receipt thereof from the Tournament organiser. The Player acknowledges that the Tournament prize money, the amount and terms of payment thereof are at the sole discretion of the Tournament organiser and beyond the Team’s control.
	4. The Team pays and withholds from the fee and prize money as well as from any other payments any and all taxes to be paid and withheld, in accordance with applicable law.
	5. Income from organisation of events, financial support received from a sponsor and advertising income from any events, tournaments and streaming belong to the Team, unless the Team and the Player have agreed otherwise.
11. MUTUAL WARRANTIES AND representations
	1. Each Party represents and warrants to the other Party as of the Effective Date and until the Agreement remains in force that:
		1. they have the power and authority to enter into and perform their obligations under the Agreement;
		2. the Agreement creates legal, valid and binding obligations for them, which are enforceable in accordance with the terms hereof;
		3. entry into the Agreement and the performance by the Party of the Party’s obligations hereunder does not and will not result in any violation of (i) any applicable provision of law or other regulations, (ii) decisions by any court or public authority, or (iii) provision of any agreement to which the Party is a party or in a commitment that is binding for the Party;
		4. the representation rights of the representative of the Party signing the Agreement on behalf of the Party are valid and the representative has all necessary powers to sign the Agreement on behalf of the Party;
		5. the Party is not and has not been declared insolvent or bankrupt, no bankruptcy caution or petition has been filed against them, no insolvency or bankruptcy proceedings have been instituted against the Party, no (interim) bankruptcy trustee has been appointed to the Party, the Party is not being wound up or liquidated and no liquidator has been appointed to wind up or liquidate the Parties.
12. CONFIDENTIALITY
	1. The terms and conditions of the Agreement (including any annexes to the Agreement), training methods as well as any other confidential or proprietary information that is made available to the Player by the Team or in connection with the Player’s participation in the Team is considered the Team’s confidential information under the Agreement.
	2. Until expiry or termination of the Agreement, each Party undertakes not to use or disclose any confidential information unless:
		1. expressly allowed to do so under the Agreement; or
		2. required to do so by law or any order of a court or other competent authority or tribunal; or
		3. such disclosure has been consented to by the other Party in writing (respective consent should not be unreasonably withheld or delayed); or
		4. confidential information is disclosed to its professional advisers who are bound by a duty of confidentiality which applies to any information disclosed.
	3. If a Party is required to disclose any information in accordance with clause 12.2, the disclosing Party must consult with the other Party prior to any such disclosure.
	4. If the Player fails to adhere to the confidentiality requirement, the Team has the right to charge a contractual penalty in the amount of [insert number] euros per breach.
13. NOTIFICATION OF THE TEAM
	1. The Player notifies the Team without delay of any circumstance which may affect the Player’s eligibility or ability to attend the Tournament.
14. PENALTY
	1. If the Player is in a fundamental breach of the Agreement or the Code of Conduct of the Team, the Team has the right to impose a penalty of [insert number] euros on the Player.
	2. The penalty is deducted from the sums payable to the Player under the Agreement. If the penalty exceeds the sums payable to the Player, the Team has the right to demand payment of penalty in an amount equivalent to the portion exceeding the sums payable to the Player. The penalty must be paid within 30 days of delivery of a respective notice.
	3. In addition to the contractual penalty, the Team has the right to claim damages to the extent that the contractual penalty does not cover these.
15. Term, EXPIRY and termination
	1. The Agreement enters into force on the date when both Parties have digitally signed it.
	2. The Agreement is made for a fixed term and expires on [insert date].
	3. A Party has the right to terminate the Agreement with immediate effect for a compelling reason where the Party cannot, given all of the circumstances and mutual interests, be reasonably expected to continue performing the Agreement, above all, if the other Party is in a fundamental breach of the Agreement.
16. limitation of liability
	1. The aggregate monetary liability of the Team under or in connection with the Agreement is limited to and, to the fullest extent permitted by law, under no circumstances exceeds the total amount of the fees paid to the Player under the Agreement.
	2. The aggregate monetary liability of the Player under or in connection with the Agreement is limited to and, to the fullest extent permitted by law, under no circumstances exceeds the total amount of the fees received from the Team under the Agreement.
	3. A Party is not liable for any indirect damage or loss of profit by the other Party in relation to a breach of the Agreement or any non-contractual obligation in connection with the Agreement or otherwise.
	4. No limitation of liability agreed in the Agreement applies in the event of an intentional breach of obligations.
17. miscellaneous
	1. **Entire agreement.** The Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, non-binding offers, understandings, agreements, etc relating to the subject matter hereof.
	2. **Severability.** If any part of the Agreement is declared invalid or unenforceable, such determination does not invalidate any other provision of the Agreement. However, through negotiations held in good faith the Parties will attempt to replace the invalid or unenforceable part of the Agreement to give effect to the commercial intentions of the Parties at the time of entering into the Agreement. Failure by the Parties to reach an agreement on a replacement provision does not affect the validity of the remainder of the Agreement.
	3. **Amendment.** The Agreement may be changed, amended or modified only by written agreement of the Parties.
	4. **Assignment.** A Party may not assign or transfer to any person any of their rights or obligations in respect of the Agreement without the written consent of the other Party (which must not be unreasonably withheld or delayed).
	5. **Survival.** The following survives the expiry or termination of the Agreement: the provisions relating to liability, confidentiality, governing law, dispute resolution and any other provision of the Agreement that must survive to serve its essential purpose.
	6. **No waiver.** Failure by any Party at any time to demand performance of any provisions of the Agreement does in no manner affect the Party’s right to enforce the same and a waiver by any Party of any breach of any provision of the Agreement is not construed to be a waiver by such Party of any subsequent breach of such provision or waiver by such Party of any breach of any other provision hereof.
	7. **Independent contractors.** The Parties to the Agreement are and remain independent parties, and nothing in the Agreement or any circumstances associated with its performance gives rise to any joint venture or partnership between the Parties.
	8. **No employment relationship.** Nothing in this Agreement is intended to nor should it be construed to create an employer-employee relationship between the Team and the Player.
	9. **Language.** The language of correspondence between the Parties regarding the Agreement is English.
	10. **Notices.** Any notice required or permitted under the Agreement must be in writing and be delivered either personally, by courier, post or email to the address that is usually used in communication pertaining to this Agreement.
	11. **Governing law.** This Agreement and any non-contractual obligation arising from or related to the Agreement is governed by the law of the Republic of Estonia.
	12. **Dispute resolution.** Any dispute arising from or related to the Agreement or a breach or invalidity thereof is settled between the Parties by way of negotiations. Failing agreement, the dispute is finally settled in Harju District Court (in Estonian, *Harju Maakohus*) as the court of first instance.

**IN WITNESS THEREOF**, the Parties have signed the Agreement on the date of digital signature.

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| Team: | **Player:** |
| [business name] | [full name] |
| [registry code] | [personal ID code] |
| [registered address] | [address] |
| [email] | [email] |
| [telephone] | [telephone] |
|  | [IBAN] |
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