1. Scope of Agreement

In order to participate in this Beta Program for NEED FOR SPEED™, you must read and accept the terms of this Beta agreement (“Agreement”). THE AGREEMENT DESCRIBES THE TERMS BY WHICH ELECTRONIC ARTS OFFERS YOU ACCESS TO AN ACCOUNT (THE “ACCOUNT”) TO PLAY A PRE-RELEASE PRODUCT BEING DEVELOPED BY OR FOR EA, CURRENTLY KNOWN AS NEED FOR SPEED™ (THE “GAME”), SOLELY AS PART OF THIS BETA PROGRAM.

If you reside in the United States, Canada or Japan, this Agreement is between you and Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City, CA 94065, USA. If you reside in any other country, then this Agreement is between you and EA Swiss Sàrl, Place du Molard 8, 1204, Geneva, Switzerland; registered in the Geneva Companies Registry with Company Registered Number: CH-660-2328005-8 (for details of our VAT Registrations click here). In this Agreement, the term “you” means you, the beta participant; and the terms “EA,” “we,” “us,” and “our” means either Electronic Arts Inc., or EA Swiss Sàrl, as applicable.

In addition, your participation in this Beta Program and use of Beta Materials is governed by EA’s Terms of Service, Privacy and Cookie Policy, and any other additional terms that are reviewed and accepted by you during the registration or installation process, as well as any updates thereto which EA may make from time to time.

BY PRESSING THE “I ACCEPT” BUTTON, YOU HEREBY ACKNOWLEDGE THAT YOU CHOOSE TO ACCEPT AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT EVERY TIME YOU ACCESS THE BETA MATERIALS. Do not install or use the Beta Materials without first pressing the “I Accept” Button and agreeing to the terms of this Agreement. If you do not agree to the terms and conditions of this Agreement, do not install or use the Beta Materials. You acknowledge that EA has provided you enough time to review and consider the terms and conditions of this Agreement before you accept.

2. Revised Terms

EA may revise this Agreement at any time by providing an email notice to you describing such revision. Revisions to terms affecting existing elements of the Beta Program shall be effective thirty (30) days after we have sent you email notice. Terms for new elements of the Beta Program are effective immediately after we have sent you an email notice. Once they become effective, the terms set forth in the email notices shall be incorporated into this Agreement. If you do not agree to the changes, you should stop playing the Game and participating in the Beta Program.

3. Beta Program Participation Requirements
EA has established the Beta Program to, among other things, allow a limited number of people to give feedback and comments to EA regarding the Game (including any versions thereof) before it is released to the general public, and to review, at EA’s sole discretion, the features, capabilities and performance of any other software or materials as may be provided by EA as part of this Beta Program (the “Beta Software”). Collectively, the Game and Beta Software are referred to as the “Beta Materials” in this Agreement. In order to participate in the Beta Program, you must agree to the following provisions:

(A). You acknowledge that the Beta Materials will run in a test environment and that accordingly, EA may, in its sole discretion, and without notice to you, (1) modify or eliminate game-play features, game-play modes, and/or game-play achievements; (2) modify, reset, or erase your game-play progress, game-play achievements, characters, character data, in-game consumables and/or any other value or status indicators achieved through game play; and/or (3) modify the hours during which you have access to the Beta Materials during the Beta Program, at the next Beta phase (if applicable), or upon expiration of the Beta Program.

(B). You represent and warrant that you are eighteen (18) years of age or older and are not a principal, employee, agent, independent contractor, officer or director of a developer or publisher of video or computer games (other than EA). You further represent and warrant that you are not a principal, employee, supplier, independent contractor, officer or director or of any entity that participates either directly or indirectly in the sale of in-game items, including but not limited to, items, attributes, abilities, etc., whether these sales are to the general public or to a third-party. If you are under 18 years of age, you may not participate in the Beta Program without your guardian’s consent.

(C). You acknowledge that by participating in the Beta Program, and subject to the terms and conditions of this Agreement, EA is providing you the Beta Materials (which constitutes the sole and sufficient consideration for this Agreement), and that EA has not made any other express or implied promises regarding any other form of consideration for your participation in the Beta Program. You agree that no compensation will be owed to you for your participation in the Beta Program. You represent and warrant that you are entering into this Agreement on a completely voluntary basis with no expectation of any form of compensation whatsoever.

(D). You agree that your participation in the Beta Program does not constitute employment or an offer of employment between you and EA, that EA does not ask and/or require you to work a certain number of hours, shifts, etc. as part of your participation in the Beta Program, and that your participation in the Beta Program is strictly voluntary and done solely for your personal enjoyment. Further EA expects you only to use your leisure time to participate in this Beta Program, and does not expect you to forego other activities, including gainful employment, during the time you spend participating in this voluntary Beta Program.

(E). You agree that EA is not providing you with any hardware to run EA’s software or connect to EA’s servers.

(F). You agree that while the role you will play in helping EA develop better software is helpful, it does not constitute a critical or vital role in the development of the Beta Materials such as to
entitle you to claims of ownership or rights to receive compensation of any kind in return for your participation.

4. License Grant

In the event that you receive the Beta Materials from EA, you are granted the revocable, limited right to install the Beta Materials onto a single computer for the sole purpose of evaluating the Beta Materials as permitted under Section 8 below as part of the Beta Program. You may not use, copy, modify, sell, lease, rent, distribute, transfer or disclose any part of the Beta Materials except as provided in this Agreement. All other rights are reserved to EA.

5. License Restrictions

You shall not:

a. Sublicense, transfer, or distribute the Beta Materials to any third party;

b. Reverse engineer, decompile, or disassemble the Beta Materials;

c. Export the Beta Materials in violation of the export control laws of the United States and/or other countries;

d. Share your Account with any third party.

6. Access to Online Features and Services

The Game can only be played online and requires a persistent internet connection. An EA Account, including the acceptance of EA’s Terms of Service (http://terms.ea.com) and Privacy and Cookie Policy (http://privacy.ea.com) is required to access the Game online. Only validly licensed software can be used to access online services and/or features, including downloadable content, and access to such features is limited to you.

7. Your Contributions

In exchange for participation in this Beta Program, and to the extent that your contributions through use of the Beta Materials give rise to any copyright interest, you hereby grant EA an exclusive, perpetual, irrevocable, fully transferable and sub-licensable worldwide right and license to use your contributions in any way and for any purpose in connection with the Beta Materials and related goods and services including the rights to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit, or otherwise communicate to the public by any means whether now known or unknown and distribute your contributions without any further notice or compensation to you of any kind. If the duration of the granted right cannot be perpetual in accordance with the laws of your country of residence, the term of the grant shall be the maximum duration of protection granted to intellectual property rights by the laws of your country of residence or any international conventions. You further agree that you will not assert any moral rights with respect to your contributions as licensed to EA herein. The license grant to EA survives any termination of this Agreement.
8. Reviewing and Evaluating the Game

You may be asked to perform one or more of the following tasks in connection with this Beta Program: (a) to review, evaluate and analyze the Game and specific aspects of it as identified by EA to you; (b) to review, evaluate and analyze Beta Software (if applicable) and its operation, features, capabilities and performance; (c) to comply with the reasonable requests of EA from time to time regarding your review; and (d) to provide feedback, analysis, suggestions for changes and/or improvements and comments to EA (including, but not limited to, bug reports and test results) as reasonably requested by EA, or as otherwise voluntarily provided by you (collectively, “Feedback”).

You agree to report all known bugs, abuse of bugs, “undocumented features” or other defects and problems related to the Game and Beta Software to EA as soon as they are found (“Bugs”).

You acknowledge and agree that any such material provided to EA in any form whatsoever, including but not limited to email, text messages on message boards and/or oral communications shall become the sole property of EA. Your Feedback shall be the sole and exclusive property of EA and/or its licensors or licensees, and you hereby assign all of your right, title and interest in the Feedback, and all intellectual property rights related thereto to EA. Without limiting the generality of the foregoing, you agree that EA and/or its licensors or licensees shall have the perpetual and irrevocable right to use, modify, and otherwise exploit all or part of your Feedback or any derivative thereof in any manner or media now known or hereafter devised without any remuneration, compensation or credit to you. EA shall have the right (but not the obligation), at its sole discretion, to credit you for the Feedback and you hereby grant EA a license to attribute such Feedback to you.

You acknowledge that EA collecting Feedback concerning users’ experiences with the Beta Materials is one of the purposes of this Agreement and may improve the Beta Materials. Accordingly, you agree that, notwithstanding any selections you may have made previously to decline receipt of information or email communications from EA or its subsidiaries or affiliated companies, we may contact you by email or another means to solicit your Feedback concerning your experiences with the Beta Materials and about other transactional matters regarding this Agreement and your participation in the Beta Program.

You hereby represent and warrant that you have the right to enter into this Agreement and assign and grant the rights set forth herein, and that any Feedback provided by you hereunder is original work made solely by you and does not infringe any third party intellectual property rights.

9. Consent to Processing Data

EA knows you care how information about you is collected, used and shared, and we appreciate your trust that we will do so carefully and sensibly. Information about our customers is an important part of our business, and EA would never sell your personally identifiable information to anyone. We do not share information that personally identifies you without your consent, except in rare instances where disclosure is required by law or to enforce EA’s legal rights.
When you use the Beta Materials, EA and its affiliates may (1) install and/or run software on your computer; and (2) collect, use and store data from your computer or device. Information that EA and its affiliates collect includes technical and related information regarding your computer (or device) and operating system (including Internet Protocol Address and device ID(s)), as well as information about your software usage (including but not limited to successful installation, feature usage and/or removal, gameplay and usage statistics) and, system interactions and peripheral hardware. If you access the Beta Materials offline, this data will be transmitted to EA and its affiliates if and when you access online features and/or services. EA and its affiliates may use this information to improve their products and services, provide services, communicate with you (including for marketing purposes), facilitate the provision of software updates, provide dynamically served content, and software support, implement anti-cheat measures, enforce EA’s policies, and trouble-shoot bugs or otherwise enhance your experience.

If you do not consent to this collection and use of information, do not install or use the Beta Materials.

This and all other data processed by EA in connection with your participation in the Beta Program is processed by EA, 209 Redwood Shores Parkway, Redwood City, CA 94065 in accordance with EA’s Privacy and Cookie Policy (http://privacy.ea.com). To the extent that anything in this section conflicts or is inconsistent with EA’s Privacy and Cookie Policy, the terms of the Privacy and Cookie Policy shall control.

10. Consent to Public Display of Data

If you participate in online services, such as online play or the downloading and uploading of content, EA and its affiliates may also collect, use, store, transmit and publicly display your EA profile information (subject to your EA Account privacy settings), statistical data regarding gameplay (including scores, rankings and achievements), and identify content that is created and shared by you with other players.

You acknowledge and agree that your online communications with other users or with EA via public chats, conferences, bulletin boards, and any other public avenues of communication within the Beta Materials and/or this Beta Program are public and not private communications, and that you have no expectation of privacy concerning such use of the Beta Materials (including, any character data or communication referenced in Section 16.3 below). You further acknowledge and agree that EA reserves the right to monitor any such content and communications.
11. Term of the Agreement

This Agreement, and the grant(s) of license(s) herein, is effective from the date you install the Beta Materials and may be terminated by EA at any time, for any reason or for no reason, in EA’s sole and absolute discretion, by providing notice to you by email. In addition, EA in its sole discretion may terminate your participation in the Beta Program without prior notice to you if you fail to comply with this Agreement. The termination of your participation in the Beta Program however, shall not modify or supersede the survival provision in Section 17.1 below. Upon termination of the Beta Program or your participation in it for any reason as provided herein, all license rights granted hereunder shall terminate immediately.

12. Confidentiality

12.1 Confidential Information Defined

“Confidential Information” shall mean (a) any and all information relating to, contained in or relayed through the Beta Materials and the Beta Program, including, without limitation, information relating to (i) the performance, capabilities and contents of the Beta Materials, (ii) your Feedback, (iii) any other Beta Program participant’s Feedback, (iv) any EA employee’s feedback and comments, and (b) any and all information relating to the future or proposed Games, services or business operations of EA. Without limiting the generality of the foregoing, please review ADDENDUM A and B below for a list of examples of Confidential Information. The list in ADDENDUM A and B is not exhaustive and is provided for reference and example only.

12.2 Confidentiality Obligation

You shall keep the Confidential Information in confidence and shall not publish, disclose, distribute, transmit, post or otherwise make available, directly or indirectly, any Confidential Information to any third party except as otherwise expressly set forth herein. You shall use best efforts to safeguard and to prevent unauthorized use or disclosure of the Confidential Information, unless otherwise expressly authorized in writing as provided in Section 12.3 below. Your obligation to keep the Beta Materials confidential will continue until EA publicly distributes, or has otherwise disclosed to the public through no fault of yours, each of the Game product(s) and the content that you are reviewing.

It is understood and agreed to that at the request of EA, you shall return to EA any and all copies of the Beta Materials, in any format, delivered to you for review. The return of the Beta Materials shall not affect your Confidentiality Obligation.

12.3 Permitted Disclosures

You may disclose the information that is specifically identified in Addendum A and B, if any, on online message boards, forums or other similar venues in accordance with the restrictions set forth in Addendum A, Addendum B, and this Agreement. Said restrictions are to be applied no matter whether the venue is open to the general public or with access that is regulated and/or restricted.
EA reserves the right to amend Addendum A or B from time to time upon written notice to you. Notwithstanding anything contained herein to the contrary, you shall not make any false statements to anyone about EA, its licensors, this Beta Program, other participants in the Beta Program, or any EA products or services, including the Game and Beta Software.

You may further disclose the Confidential Information in accordance with a judicial or governmental order; provided, however, that (a) you give EA prompt written notice of such order so EA has opportunity to seek a protective order or other appropriate remedy to such order, prior to disclosure and shall comply with any applicable protective order or equivalent, (b) you provide EA with all reasonable assistance in opposing such required disclosure or seeking a protective order or confidential treatment for all or part of such Confidential Information, and (c) you disclose only such portion of the Confidential Information as is either permitted by EA or required by the court, tribunal, governmental agency or other authority, subject to any protective order or confidential treatment obtained by EA.

13. Ownership

Except for the revocable, limited license(s) expressly granted hereunder, EA retains all right, title and interest in and to the Beta Materials and all copies thereof, and all game character data in connection therewith. The Beta Materials provided hereunder are copyrighted and are protected by United States copyright laws and international treaty provisions. You acknowledge that EA and/or its licensors own all intellectual property rights in and to the Beta Materials, including, without limitation, all patent rights, copyrights, inventions, trade secret rights, trade dress rights, trademark rights and intellectual property rights therein and thereto. You may not remove the copyright and other proprietary rights notices from the Beta Materials. You agree that this Agreement shall be retained with all printed and electronic copies of the Beta Materials and documentation constituting the Beta Materials. You agree not to copy the Beta Materials and to prevent any unauthorized copying of the Beta Materials. Except for the revocable, limited license(s) as expressly provided herein, EA does not grant you any express or implied right in any patents, copyrights, trademarks, or trade secret information of EA, and/or its licensors. In accordance with Section 6, you agree that EA and/or its licensors or licensees own all right, title, and interest in any and all of your Feedback, without any remuneration, compensation or credit to you. To the extent that any of the rights assigned herein cannot presently be assigned under applicable law, you agree to assign such rights at such time as the rights are capable of being assigned. You agree at EA’s request to execute such further documents and to do such further acts as may be necessary or desirable to document, perfect, register or enforce EA’s and/or its licensor’s ownership of any of the rights, title and/or interests hereunder, in whole or in part including, without limitation, execution of a copyright assignment in a form provided by EA in its sole discretion. If you fail or refuse to execute any such documents, you hereby appoint EA as your attorney-in-fact, which appointment is coupled with an interest and is irrevocable, to act on your behalf and to execute, deliver, record and file such documents.

The rights granted, assigned and/or to be assigned by you hereunder are granted for the entire universe and shall inure in perpetuity, and, as set forth above, no further consideration shall be payable to you at any time in connection therewith. You will acquire no right to use, and will not use without EA’s prior written consent, the names, characters, artwork, designs, tradenames,
copyrighted materials, trademarks or service marks of EA or its parent, related or subsidiary companies, employees, directors, officers, shareholders, assigns, successors, licensors or licensees: (a) in any advertising, publicity, marketing, promotion or on any website; or (b) in any manner other than in accordance with this Agreement.

14. Relief

In the event that you violate any of the terms set forth in this Agreement or in the Beta Program Code of Conduct at Addendum C, you hereby acknowledge that EA may immediately terminate your access to the Beta Program and that you may be liable to EA and/or third parties for such violation.

Further, you acknowledge and agree that a breach or threatened breach of Sections 3-13 of this Agreement will cause irreparable injury, that money damages would be an inadequate remedy and that EA shall be entitled to ex parte injunctive relief without bond, to restrain you, from such breach or threatened breach. Nothing in this Section shall be construed as preventing EA from pursuing any and all remedies available to it, including the recovery of money damages from you.

15. Indemnification

You (a) agree to indemnify, defend and hold EA harmless from and against all claims, losses, liabilities, damages, expenses, and costs (including, without limitation, reasonable fees for attorneys and expert witnesses) which result from any breach or alleged breach of any of your covenants, representations, warranties or obligations herein, and (b) hereby release, EA and its direct and indirect parents, subsidiaries, affiliates and sister corporations, and their respective officers, directors, employees and agents, from and against any losses, liabilities, claims, obligations, costs and/or expenses (including reasonable legal fees) which result from, arise out of or in connection with the use of the Beta Materials and/or your participation in the Beta Program.

16. No Warranty; No Liability For Damages; No Support

16.1 No Warranty

You acknowledge that the Beta Materials provided hereunder are pre-release products. You acknowledge that the Beta Materials may contain errors and defects and are not final products. The Beta Materials are provided “as is” without any express or implied warranty of any kind including warranties of satisfactory quality, merchantability, non-infringement, or fitness for any particular purpose. You further agree that EA has no obligation to make the Beta Materials available for play without charge for any period of time, nor to make them available at all.

16.2 No Liability for Damages

To the maximum extent permitted by applicable law, EA shall not be liable to you or anyone else for any indirect, special, incidental, consequential or punitive damages from any causes of action arising with respect to this Agreement or the Beta Materials provided hereunder, whether arising in tort (including negligence), contract, strict liability or otherwise, whether or not you have been
advised of the possibility of such damage. In no event shall EA’s aggregate liability to you under this Agreement exceed fifty US Dollars (US$50.00).

16.3 No Support

EA does not provide any technical support for the Beta Materials. However, EA may provide an e-mail address and/or a private message board for you to send any questions and/or comments regarding the Beta Materials. EA does not, however, make any representations or warranties as to the accuracy of any statements or advice provided in response to your e-mail(s) and/or board postings.

16.4 Test Environment.

You acknowledge that the Beta Materials will run in a test environment, that game characters, character data, or any other value or status indicators that you achieve through gameplay as part of the Beta Program may be erased or modified at EA's sole discretion at any time, and that such data shall likely not be exported into the Game once the Game is commercially released if not otherwise communicated by EA.

17. Miscellaneous

17.1 Survival

The provisions of Sections 1 through 16 shall continue in full force and effect even after (a) the Beta Program has been terminated or completed and/or (b) your participation in the Beta Program has been terminated.

17.2 Governing Law; Jurisdiction

The laws of the State of California, excluding its conflicts-of-law rules, govern this Agreement. You expressly agree that exclusive jurisdiction for any claim or dispute with EA or relating in any way to your participation in this Beta Program or your use of Beta Materials in the courts of Northern California and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Northern California in connection with any such dispute including any claim involving EA or its parent, affiliates, subsidiaries, employees, contractors, officers, directors, vendors and content providers.

For German participants, German law applies.

17.3 Severability

If any provision of this Agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.
18. Entire Agreement

This Agreement constitutes the entire agreement between the parties with regard to the Beta Program and the Beta Materials.

ADDENDUM A

1. The fact that there is an official Beta Program for the Game.
2. The fact that you are a member of the official Beta Program for the Game.

ADDENDUM B

1. Any contact/private information for EA personnel that is provided to you.
2. Any contact information (address, password, etc.) to any private areas for use in connection with the Beta Program, including but not limited to, chat, email and message boards.
3. Any information/discussions/postings from the private boards or forum for the Beta Program.
4. Any comments/information that would allow people who are not currently part of the Beta Program to get access to the Beta Program or Game through either legitimate or illegitimate means.
5. Post or distribute any screen captures, pictures, videos, podcasts, screenshots or any other representations, known or unknown, of any content in the Game or other Beta Materials.
6. Any comments regarding the game based on your participation as a Beta participant.
7. Any details regarding the stability of the Game or the Game servers.
8. Any comments or discussions on new features or other new functionalities in the Game or other Beta Materials.
9. General comments about the Game’s overall development.
10. Any comments on any aspect of the Game or other Beta Materials not covered by Addendum A above.

ADDENDUM C

BETA PROGRAM CODE OF CONDUCT
1. You are privileged guests and we expect you to exhibit common courtesy to all EA personnel and others playing the Game. EA will exhibit the same courtesy towards you.

2. You will be helping us shape the Game into a great product and we value your comments/insights/etc. However, that is not a license to be rude, nasty, demanding or generally unreasonable to us or other Beta participants. People may have differing opinions about the Game and we ask that you respect those opinions.

3. We need your Feedback. We appreciate your time and commitment in providing us with your opinions – we need them to make the program work! If requested by EA personnel to help review an aspect of the Game, please cooperate.

4. When giving Feedback, please try to be as professional as possible. Repeat the facts as accurately as you can and be constructive in both positive and negative feedback. Saying things like “This game sucks” is not as helpful as pointing out specific problems the developers can address. You will never be banned, punished, taken to task, etc. for speaking your mind in an open, honest and professional manner. Honest, well thought-out criticism is as valuable to us as suggestions or praise.

Before posting messages publicly about the game outside the EA boards, please be sure you are adhering to the confidentiality terms of this Agreement and the instructions in Addendum A and Addendum B above. Provided that you are expressly permitted to disclose the information as provided in Addendum A, we do not mind if you say things that are critical about the Game, but remember that we still have a long way to go. We do not expect you to be our cheerleaders, but neither do we expect you to trash the game just for the sake of trashing it.

5. Vulgar expressions, coarse language, abusive behavior, verbal harassment, or other behavior not in keeping with the spirit of our games will not be tolerated either towards EA personnel or other Beta participants. The use of such language, whether or not you consider it in-character, is not acceptable, whether you use it in casual and public speech, ‘private links,’ contacts or even in a character’s name.

6. As a Beta participant, we ask you to report all problems, errors or bugs in the game to EA as soon as they are found. Secretly abusing ‘bugs’, ‘undocumented features’ or other such things will not be tolerated, as these bugs can damage and delay the completion of this Beta Program.

7. You will not represent yourself as an officer or employee, sub-contractor or as otherwise connected with EA, EA’s licensors or the Beta Materials.

8. You acknowledge and agree that your communications with other Beta participants or EA via chats, conferences, bulletin boards, and any other avenues of communication as part of this Beta Program are public and not private communications and that you have no expectation of privacy concerning your use of the Beta Materials and participation in this Beta Program. You acknowledge that personal information that you communicate within the Beta Materials or in connection with this Beta Program may be seen and used by other Beta participants and may result in unsolicited communications. Therefore we strongly encourage you not to disclose any personal information in your public communications within the Beta Materials or the Beta Program. EA is not responsible for information that you choose to communicate to other users within the Beta Materials or the Beta Program, or for the actions of other Beta participants.
9. In the event that a Beta participant engages in unacceptable behavior, EA will take appropriate steps to address the behavior. EA in its sole discretion, reserves the right to terminate the participant’s access to the Beta Program and/or the Beta Materials immediately and without further notice.