

# TERMS OF SERVICE

## Esports Association of Malawi

Effective Date: January 2026

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### 1. ACCEPTANCE OF TERMS

By accessing the Esports Association of Malawi website ([www.esports.mw](http://www.esports.mw)), registering for tournaments, participating in programs, creating an account, or providing information to EAM, you agree to be bound by these Terms of Service ("**Terms**"). If you do not agree to these Terms, please do not use our services.

EAM reserves the right to modify these Terms at any time. Changes become effective upon posting to our website. Your continued use of our services indicates acceptance of modified Terms.

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### 2. DEFINITIONS

- "**EAM**" – Esports Association of Malawi
  - "**We**," "**Us**," "**Our**" – EAM and its authorized representatives
  - "**You**," "**Your**" – Any individual or entity accessing our services
  - "**Services**" – All EAM programs, tournaments, training, website, events, and related offerings
  - "**Participant**" – Any person registered to compete in EAM tournaments or programs
  - "**Account**" – Your registered profile on EAM's website or systems
  - "**Tournament**" – Any competitive event organized or sanctioned by EAM
  - "**Intellectual Property**" – All trademarks, logos, content, and creative works
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### 3. ELIGIBILITY & ACCOUNT REGISTRATION

### **3.1 Eligibility Requirements**

To use EAM's services, you must:

- Be at least 13 years old (parental consent required if under 18)
- Provide accurate, complete, and current information during registration
- Have the legal authority to enter into a binding agreement with EAM
- Comply with all applicable laws and regulations
- Not be suspended or banned from EAM activities
- Provide valid contact information

### **3.2 Account Registration**

When creating an account, you agree to:

- Provide truthful and accurate information
- Maintain current, complete account information
- Protect your password and keep it confidential
- Accept responsibility for all activity under your account
- Notify EAM immediately of unauthorized access or security breaches
- Not create multiple accounts without authorization
- Not impersonate any person or entity

### **3.3 Account Termination**

EAM may suspend or terminate your account if you:

- Violate these Terms or any EAM policy
- Provide false, incomplete, or misleading information
- Engage in prohibited conduct (cheating, harassment, fraud)
- Remain inactive for 12 months
- Request account deletion

You may delete your account at any time by contacting [info@esports.mw](mailto:info@esports.mw).

### **3.4 Age Restrictions**

**For Participants Under 18:**

- Parental/legal guardian written consent required
- Consent must be provided before tournament registration

- Parents/guardians responsible for monitoring account activity
  - EAM may collect additional parent/guardian contact information
  - EAM assumes no liability for account misuse by minors
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## **4. TOURNAMENT PARTICIPATION & RULES**

### **4.1 Tournament Registration**

- Registration must be completed through EAM's official channels
- Accurate player information required (real name, valid contact)
- Entry fees (if applicable) must be paid in full before participation
- Registration closes at announced deadlines
- Late registrations may be rejected at EAM's discretion
- Non-refundable registration fees (except as noted below)

### **4.2 Tournament Rules & Eligibility**

#### **Participants must:**

- Comply with all tournament-specific rules and regulations
- Maintain a professional, respectful attitude throughout competition
- Follow the game's official terms of service and community guidelines
- Acknowledge that game publishers' terms supersede any conflicting EAM rules
- Submit valid identification and eligibility documentation if requested
- Compete under their registered name/account

#### **Prohibited Conduct:**

- Cheating or use of unauthorized third-party software
- Hacking, exploiting, or abusing game mechanics
- Match-fixing or collusion with opponents
- Account sharing or boosting
- Using prohibited substances (applies to in-person events)
- Harassment, discrimination, or abusive language
- Refusal to follow referee decisions

- Sabotage or interference with tournament infrastructure

**Consequences of Rule Violations:**

EAM may impose penalties including:

- Disqualification from tournament
- Forfeiture of prizes and rankings
- Suspension from future events (temporary or permanent)
- Banning from EAM programs and communities
- Reporting to relevant authorities (if applicable)

Appeals of rulings must be submitted in writing within 5 days of the incident.

## 4.3 Match Procedures & Disputes

**Match Rules:**

- Matches conducted according to published tournament rules
- Technical issues reported immediately to tournament staff
- No rematch unless technical failure caused by tournament organizers
- Referee decisions are final in-game; appeals handled post-match
- All matches may be recorded and livestreamed

**Dispute Resolution:**

- Match disputes reported within 24 hours to tournament management
- EAM reviews dispute with video evidence when available
- Final ruling provided within 5 business days
- Appeals submitted within 5 days of ruling to appeals committee
- EAM's determination is binding

## 4.4 Prize Distribution

- Prize pool and distribution announced before tournament
  - Prizes distributed according to final standings
  - Minimum tax documentation required for cash prizes over K50,000
  - Disqualified participants forfeit all prizes
  - Prizes not transferable without written EAM approval
  - Unclaimed prizes forfeited after 90 days
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## 5. REFUND & CANCELLATION POLICY

### 5.1 Registration Refunds

**Refundable:**

- EAM cancels tournament with less than 14 days' notice
- EAM cancels due to unforeseen circumstances (natural disaster, emergency)
- Processing fee deducted from refund

**Non-Refundable:**

- Participant voluntarily withdraws
- Participant disqualified for rule violation
- Participant cannot attend for personal reasons
- Insufficient participation to proceed with tournament

### 5.2 Tournament Cancellation

If EAM cancels a tournament:

- Full refund or credit toward future tournament (participant's choice)
  - Notice provided as soon as possible
  - Refunds processed within 30 days
  - No liability for indirect damages
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## 6. USER CONTENT & INTELLECTUAL PROPERTY

### 6.1 Your Content

If you submit content to EAM (photos, videos, streams, messages, feedback, player profiles):

**License Grant:**

You grant EAM a perpetual, worldwide, royalty-free license to:

- Use content for marketing and promotional purposes
- Share on social media, website, and press releases

- Archive for tournament records
- Create derivative works (highlight reels, compilations)

**Your Representations:**

- You own or control all rights to submitted content
- Content does not infringe third-party intellectual property rights
- Content is not defamatory, obscene, or illegal
- You grant necessary consent for any identifiable persons in content

**Removal:**

- You may request removal of personal content by emailing [info@esports.mw](mailto:info@esports.mw)
- We will make reasonable efforts to comply within 30 days
- Previously shared content may remain in archived materials

## 6.2 EAM's Intellectual Property

All EAM content, including:

- Website design and layout
- Tournament names, branding, and logos
- Promotional materials and marketing content
- Rules, guides, and educational resources
- Player statistics and rankings databases

Is protected by copyright and trademark law. You may not:

- Reproduce or distribute without written permission
- Modify or create derivative works
- Use for commercial purposes
- Remove copyright/trademark notices
- Use for competing services

**Permitted Use:**

You may view, download, and print content for personal, non-commercial use only.

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## 7. LIMITATION OF LIABILITY & DISCLAIMERS

## 7.1 "AS IS" Disclaimer

EAM's services are provided "as is" and "as available." EAM makes no warranties regarding:

- Service availability or uninterrupted operation
- Accuracy, completeness, or reliability of information
- Fitness for a particular purpose
- Non-infringement of third-party rights
- Security of personal data (though we implement safeguards)

## 7.2 Limitation of Liability

**To the maximum extent permitted by law, EAM is not liable for:**

- Indirect, incidental, special, or consequential damages
- Lost profits, lost revenue, lost data
- Business interruption or loss of opportunity
- Damages arising from service interruption or unavailability
- Third-party conduct or content
- Injuries, disputes, or conflicts between participants
- Cheating, fraud, or rule violations
- Technical failures or cyber attacks

### **Liability Cap:**

EAM's total liability for any claim shall not exceed the amount you paid EAM in the 12 months preceding the claim (or K10,000, whichever is greater).

## 7.3 Assumption of Risk

Participants in physical events (tournaments, festivals, gatherings) assume all risk of:

- Physical injury or illness
- Property damage or theft
- Emotional distress or conflict
- Travel-related accidents

Participants in online events assume risk of:

- Internet connectivity issues
- Device malfunctions
- Account compromise

- Unfair play by others

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## 8. CONDUCT & COMMUNITY STANDARDS

### 8.1 Prohibited Conduct

You agree not to:

#### **Illegal Activities:**

- Engage in any illegal activity or violate any law
- Facilitate gambling or betting on tournaments
- Participate in money laundering or financial fraud
- Violate intellectual property or privacy rights
- Distribute malware, viruses, or harmful code

#### **Harassment & Abuse:**

- Harass, threaten, bully, or discriminate against others
- Send unsolicited commercial messages or spam
- Impersonate any person or organization
- Dox or expose private information of others
- Create hostile environment based on protected characteristics

#### **Technical Violations:**

- Attempt to hack, exploit, or compromise EAM systems
- Reverse engineer or try to access restricted areas
- Interfere with tournament infrastructure
- Manipulate rankings or results
- Use bots or automated tools to access services

#### **Account Violations:**

- Share account credentials with others
- Buy/sell/trade accounts or game access
- Create multiple accounts to gain unfair advantage
- Assist others in violating these Terms

### 8.2 Enforcement

EAM may:

- Remove prohibited content
  - Suspend or terminate your account
  - Report violations to authorities
  - Take legal action to prevent harm
  - Ban you from future participation
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## **9. THIRD-PARTY SERVICES & LINKS**

### **9.1 Third-Party Integrations**

EAM uses services from:

- Payment processors (for transactions)
- Cloud hosting providers
- Communication platforms
- Streaming services
- Analytics providers

EAM is not responsible for:

- Third-party service interruptions
- Data breaches by service providers
- Third-party violations of your privacy
- Third-party terms and conditions

### **9.2 External Links**

Our website may link to third-party websites. EAM:

- Does not endorse third-party content or services
  - Has no control over third-party websites
  - Is not responsible for third-party privacy practices
  - Recommends reviewing third-party terms before use
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## **10. GAME PUBLISHER COMPLIANCE**

## 10.1 Acknowledgment

You acknowledge that:

- Esports games are governed by game publishers' terms of service
- You must comply with publisher terms (Riot Games, EA Sports, Psyonix, Tencent, etc.)
- Game bans by publishers prohibit tournament participation
- EAM may require proof of account standing
- Publishers' decisions supersede EAM rules in conflicts

## 10.2 Account Requirements

- Valid, unmodified game account required
  - No permanently banned or restricted accounts permitted
  - Active subscription fees (if applicable) participant's responsibility
  - EAM not responsible for game-side account issues
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# 11. DATA & PRIVACY

## 11.1 Data Collection

By using EAM services, you consent to:

- Collection of personal data as outlined in Privacy Policy
- Use of data for tournament management and improvement
- Sharing of data with necessary third parties
- Retention of data per Privacy Policy

## 11.2 Privacy Policy

Full details of data collection and use available in our Privacy Policy ([www.esports.mw/privacy](http://www.esports.mw/privacy)). Privacy Policy incorporated by reference into these Terms.

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# 12. INDEMNIFICATION



You agree to indemnify, defend, and hold harmless EAM and its officers, directors, employees, partners, and agents from any claims, damages, liabilities, or expenses (including legal fees) arising from:

- Your violation of these Terms
  - Your use of EAM services
  - Your breach of any law or third-party right
  - Your content or submissions
  - Your conduct toward other participants
  - Your breach of game publisher terms
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## 13. DISPUTE RESOLUTION

### 13.1 Informal Resolution

Before pursuing formal action, you agree to:

- Contact EAM at [disputes@esports.mw](mailto:disputes@esports.mw) with written complaint
- Allow 30 days for good-faith negotiation
- Provide detailed explanation of dispute
- Propose reasonable resolution

### 13.2 Binding Arbitration

**Except for injunctive relief**, any dispute shall be resolved by binding arbitration:

- **Arbitrator:** Single arbitrator agreed to by both parties
- **Location:** Blantyre, Malawi or virtual hearing
- **Language:** English
- **Rules:** Arbitration conducted under agreed-upon rules
- **Costs:** Each party pays own legal fees; arbitration fees split equally
- **Confidentiality:** Arbitration proceedings confidential
- **Appeal:** Limited right to appeal for legal error only

### 13.3 Class Action Waiver

You and EAM agree to arbitrate disputes on individual basis. You waive:

- Class action lawsuits

- Class arbitrations
- Consolidated claims
- Representative actions

**Exception:** Small claims court actions in Malawi permitted.

## 13.4 Legal Action

Notwithstanding arbitration clause:

- EAM may seek injunctive relief for IP infringement, cheating, or security threats
  - Either party may pursue disputes in Malawian courts if arbitration fails
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## 14. GOVERNING LAW & JURISDICTION

These Terms are governed by the laws of the Republic of Malawi without regard to conflict of laws principles.

**Jurisdiction:** Any legal action shall be brought in courts of Malawi.

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## 15. SEVERABILITY

If any provision of these Terms is found invalid or unenforceable:

- Invalid provision severed
  - Remaining Terms continue in effect
  - Invalid provision reformed to maximum extent possible
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## 16. ENTIRE AGREEMENT

These Terms, together with the Privacy Policy, constitute the entire agreement between you and EAM regarding use of our services. No other oral or written communications supersede these Terms.

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## 17. NOTICES

**Legal notices to EAM:**

- **Email:** [legal@esports.mw](mailto:legal@esports.mw)
- **Mail:** Ethyo House, Blantyre, Malawi
- **Effective:** Upon email receipt or 5 days after mailing

**Notices from EAM:**

- Posted on website
  - Sent to registered email
  - Effective immediately upon posting
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## 18. AMENDMENT PROCESS

EAM may update these Terms:

- Changes posted on website with updated date
  - Significant changes notified via email
  - Your continued use indicates acceptance
  - You may terminate services if you disagree with changes
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## 19. CONTACT INFORMATION

For questions regarding these Terms, please contact:

**EAM Legal:**

- **Email:** [legal@esports.mw](mailto:legal@esports.mw)
  - **Phone:** +265 991 949 453
  - **Mail:** Ethyo House, Blantyre, Malawi
  - **Response Time:** Within 5 business days
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## 20. SPECIAL PROVISIONS

### 20.1 For Schools

Schools accepting EAM's Interschool Championship agree to:

- Allow student participation without liability to school
- Not restrict student esports activity for academic reasons

- Provide safe venue for club meetings/practice
- Ensure parental consent for all participants
- Comply with EAM's Code of Conduct

## 20.2 For Gaming Centers

Gaming center partners agree to:

- Maintain professional, safe facilities
- Provide stable internet and electricity
- Allow EAM to conduct tournaments
- Pay agreed revenue share to EAM
- Comply with all applicable laws

## 20.3 For Sponsors

Sponsors agree to:

- Provide agreed funding/equipment on schedule
- Not make false representations regarding sponsorship
- Comply with brand usage guidelines
- Not interfere with tournament integrity
- Adhere to sponsorship agreement terms

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# 21. ACKNOWLEDGMENT

**BY USING ESPORTS ASSOCIATION OF MALAWI SERVICES, YOU ACKNOWLEDGE THAT:**

- ☒ You have read and understood these Terms of Service
- ☒ You agree to be bound by all provisions
- ☒ You consent to the Privacy Policy
- ☒ You confirm eligibility to participate
- ☒ You accept all risks and disclaimers
- ☒ You understand limitations of liability
- ☒ You agree to dispute resolution procedures
- ☒ You consent to Malawi law and jurisdiction

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## SCHEDULE A: PROHIBITED CONTENT & CONDUCT

EAM strictly prohibits and may remove:

- Hate speech or discrimination based on race, religion, gender, sexuality, disability
- Violent, graphic, or sexually explicit content
- Threats or calls for violence
- Doxxing or harassment campaigns
- Misinformation or disinformation
- Spam or commercial promotion
- Copyright or trademark infringement
- Defamatory statements
- Illegal content

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## **SCHEDULE B: TOURNAMENT STANDARD RULES**

All EAM tournaments operate under:

- Fair play and anti-cheating enforcement
- Professional conduct expectations
- Referee authority and final rulings
- Technical issue protocols
- Dispute appeal procedures
- Prize distribution per schedule
- Recording and broadcast consent

Tournament-specific rules published before each event.

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## **End of Terms of Service**

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Approved by EAM Leadership*