



UNDER NIGHT IN-BIRTH Exe:Late[cl-r], EVO 2021

Online

Side Tournaments

TOURNAMENT RULESET

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1. Overview

The UNDER NIGHT IN-BIRTH Exe:Late[cl-r], EVO 2021 Online Side Tournaments ("EVO2021ST-UNIB" or "Competition") is operated by ESL Gaming (alternatively "ESL" or "Tournament Organizer").

The EVO2021ST-UNIB is a video game competition conducted using Arc System Works Co., Ltd. UNDER NIGHT IN-BIRTH Exe:Late[cl-r] ("UNIB") for the PlayStation®4 console ("PS4"). EVO2021ST-UNIB will have Open Qualifiers and one Finals, online tournaments.

The Tournaments are in no way sponsored, endorsed or administered by, or associated with, Arc System Works Co., Ltd..

2. Player Eligibility

2.1 Registration and acceptance of official rules

Participants must sign up for EVO2021ST-UNIB using the integrated tournament app on the PS4 ("Tournament App") or the ESL Play landing page to be considered for eligibility. Participants who meet the eligibility requirements in the Player Eligibility section below (individually a "Player" or "competitor" or "Participant") must also (1) own or have access to UNDER NIGHT IN-BIRTH Exe:Late[cl-r] on the PS4; (2) own or have access to a PS4 and compatible controller; (3) have a valid account for PlayStation™Network ("Account for PSN") and an associated PSN ID; (4) have a valid subscription to an active PlayStation™Plus membership; (5) be residents of an applicable jurisdiction as outlined in Appendix B. (6) have at least 5Mb of internet connection bandwidth to be able to broadcast.

Players must link their Account for PSN to their ESL account on the Tournament App or on the ESL Play tournament hub page. Players must read the EVO2021ST-UNIB ruleset and relevant privacy policies, including the [ESL privacy policy](#), and agree to these rules before entering the tournament. Once a Player has registered, they are considered for eligibility for the entire EVO2021ST-UNIB, as outlined in Section 3. Competition Structure.

2.2 Age

Players must be eligible to play UNDER NIGHT IN-BIRTH Exe:Late[cl-r] according to their local age restrictions, at the point of tournament registration, as outlined in Appendix B: Countries & Age.

For Japan and Spain: If Players are minors (under 18 years old), they must obtain consent from their parents or legal guardians on their entry to the Competition. If minor

Players have entered Competition, it shall be deemed that they have obtained the prior consent from their parents or legal guardians.

2.3 Employees & Conflicts of Interests

Employees of ESL, Sony Interactive Entertainment LLC (“PlayStation”), Arc System Works Co., Ltd. (alternatively “ASW” or “Publisher”) and its respective affiliates, subsidiaries, representatives, advertising, promotion and publicity agencies, and the immediate family members or persons living in the same household of such employees are not eligible to participate in the competition.

3. Competition Structure

The EVO2021ST-UNIB will be run in the following regions:

- NA East
- NA West
- EU East
- EU West
- LATAM
- Japan
- Middle East
- Asia

The full list of countries per region is available in Appendix B: Countries & Age.

Players qualify and advance to the Regional Finals through Open Qualifiers.

3.1 Open Qualifiers

Registration

All players from the mentioned regions are eligible to participate in Open Qualifiers tournaments.

Tournament Format Details

- Mode: 1on1
- Random player seeding
- Tournament system: **Double Elimination** (if there is no more than 256 participants) or **Swiss*** (if there is more than 256 participants)

If the Swiss system is used the settings are as follows:

- Number of rounds: 8
- Elimination after 2 losses

There will be 2 qualifiers per game:

- 2x NA East
- 2x NA West
- 2x EU East
- 2x EU West
- 2x LATAM
- 2x Japan
- 2x Middle East
- 2x Asia

In the NA East, NA West, EU East and EU West regions, the best 2 players from each Open Qualifier are invited into the Regional Finals.

The best 4 players from the NA East region and the best 4 players from the NA West region will meet each other in the Regional Finals.

The best 4 players from the EU East region and the best 4 players from the EU West region will meet each other in the Regional Finals.

In the LATAM, Japan, Middle East and Asia regions, the best 4 players from each Open Qualifier are invited into the Regional Finals.

Each Regional Final will have 8 players in it. There are 6 Regional Finals:

- NA

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- EU
 - LATAM
 - Japan
 - Middle East
 - Asia

*Swiss is a cup system where you won't get kicked out of a Swiss cup after your first loss, you will stay in the Swiss cup until a certain loss-threshold has been reached or the cup has finished. Every Swiss cup has a fixed amount of rounds. In every round you will be matched against opponents of your skill group, based on the current player score (for example, players who have a 1-1 score face others with the same score). A ranking will be shown at the end of the cup based on the points of every contestant's performance.

Ranking and tiebreaker system

Final position in the ranking will be determined by the number of wins, or if equal than determined - by tiebreakers. Tiebreaker system takes three values into account which are described below.

- **Tiebreaker 1 (Buchholz system):** represents the sum of the opponent wins.
- **Tiebreaker 2 (W/L Sum):** represents the performance of opponents that a player played during the tournament. Players who played against stronger opponents will be ranked higher within the standings of the tournament. To calculate this value, sum the number of points each opponent contributes. Opponents contribute +1 for each win they accumulate throughout the tournament and -1 for each loss they accumulate throughout the tournament. Each single opponent may never contribute less than -3 points to a player's first tiebreaker. Default wins contribute 0 points to the player's W/L Sum tiebreaker.
- **Tiebreaker 3 (First Tiebreaker Sum):** represents the performance of the opponents that all of a player's opponents played. Players who played against opponents who consistently played against stronger opponents throughout the Tournament will be ranked higher within the standings of the tournament. To calculate this value, total the sum of W/L Sum for all opponents that the player

played. Default wins contribute 0 points to the players Second Tiebreaker Sum tiebreaker.

3.2 Finals

Registration

For the Broadcasted Finals, players will be able to see their invitation via email. Invited players need to confirm participation with admin via email within 24 hours and perform a Discord check-in the day prior to competition. During the Discord check-in players will need to provide a "PS4 connection status" screenshot showing their bandwidth capabilities in order to guarantee the quality and stability of the stream during the tournament.

Tournament Format Details

- Mode: 1on1
- Player seeding: Random
- Tournament system:
 - Open Qualifiers – Best 2 out of 3 matches
 - Regional Finals – Best 3 out of 5 matches

3.3 Match Rules

Match start time

All matches are played on the scheduled match time. To see the match schedule, access the match event page in your PS4 by going to My Events.

Joining your game lobby

1. Access the match event page (you will be able to see it in the "My Events" tab)
2. Click "Join Now" option
3. The result will be automatically submitted at the end of the match

Match details

- Best of 3 games (for Open Qualifiers), Best of 5 games (for Regional Finals)

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- Room Capacity: 2
 - Speed Restriction: none
 - Network Restriction: none
 - Rotation style: All-Out Battle
 - Consecutive Play: None
 - Rematch Limit: Win 2 matches
 - Round Time: Normal
 - Auto-Pass Function: Don't Use
 - Skip Time: None
 - Allow Share Function: Allow
 - Winner must keep character
 - Loser may switch character
 - Control Setting: any controller function such as rapid pressing (turbo) or hardware-based macros are not allowed during the Tournament.

No show

Each player has **10 minutes** to show up to a match. (scheduled match start time +10 minutes). Not showing up within 10 minutes results in a default loss. The player that is waiting must create a Support Ticket (which is available in the match event page).

Results

Results are automatically submitted by the system at the end of the match.

Disconnection

- In the event of a common "Game Session has ended" disconnect, both players will restart the best of 3 game.
- In the event of a player disconnecting, that player will forfeit the entire game, not just a round. It will be the responsibility of the player that got disconnected to connect his opponent within 5 minutes.

Match Disputes

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- If any issues are encountered in a match, it's the players responsibility to create a dispute and reach out to the admin team.
 - In order to create a dispute, go to the match page in your PS4 and select the option "Go to Support Page".
 - Players are responsible for providing proof of match results in case of disputes. This can be done with screenshots of each victory or video replays uploaded to websites such as Youtube or Twitch.

3.4 Match Media

The following match media are acceptable forms of proof during match reporting and protests:

- Twitch livestream VODs (with clear naming of the players, selected fighters, date, tournament round).
- Screenshots (or photographs) showing both players and the result/issue.

4. Prizing

Cash prizes are always before taxes. For this competition ESL uses [Matcherino](#) to deliver prize money. Matcherino will automatically deduct taxes from the prize winnings, based on local law. Players can participate in this competition against players from across their tournament Region (as defined in Appendix B). As a result, prize winners are not guaranteed to be participants from a particular country except where stated otherwise.

Open Qualifiers prize distribution

The players that sign up, check in and play at least one round of the qualifier will receive:

- EVO 2021 Online PlayStation Side Tournament Base Theme and Avatar (to everyone who participated)

- Top64 players will receive an exclusive EVO 2021 Online Side Tournament Elite Theme and Avatar (can only be won once per player)
- Top8 players will receive an exclusive EVO 2021 Online Side TOurnament Champion Theme and Avatar (can only be won once per player)

Regional Finals prize distribution

Place	Prize
1.	\$ 350
2.	\$ 200
3.	\$ 150
4.	\$ 100
5.	\$ 50
6.	\$ 50
7.	\$ 50
8.	\$ 50

4.1 Japan Specific Prizing

Prize distribution for Open Qualifiers

Cash prizes are always before taxes. For this competition ESL uses [Matcherino](#) to deliver prize money. Matcherino will automatically deduct taxes from the prize winnings, based on local law.

All the players that sign up, check in and play at least one (1) round of the qualifier will receive:

- EVO 2021 Online PlayStation Side Tournament Base Theme and Avatar (to everyone who participated)

- Top64 players will receive an exclusive EVO 2021 Online Side Tournament Elite Theme and Avatar (can only be won once per player)
- Top8 players will receive an exclusive EVO 2021 Online Side Tournament Champion Theme and Avatar (can only be won once per player)

Regional Finals prize distribution

Place	Prize
1.	¥1500
2.	¥1000
3.	¥1000
4.	¥1000
5.	¥1000
6.	¥1000
7.	¥1000
8.	¥1000

4.2 Prizing Terms and Conditions

Prizes are not transferable. No substitution of Prizes for other goods and services is permitted, except ESL reserves the right to provide a substitute Prize of approximately equal value if the advertised prize is unavailable. All expenses not specified above, including, without limitation, all federal, state and local taxes, and international tariffs, are the sole responsibility of the individual Winner.

Receiving a prize is contingent upon compliance with these Official Rules; all prizes claimed in accordance with these Official Rules will be awarded. In the event that a potential winner is disqualified or the prize is forfeited for any reason, ESL will award the applicable prize, time permitting given the nature of the prize, to the next eligible

runner-up Competitor. Only 3 alternate runner-up winners will be chosen, after which the tournament organiser retains the discretion to donate the applicable prize to a charity of ESL's choosing. Potential winners may be required to provide a shipping address to claim the prize. Allow up to 3 months for delivery of prizes.

5. Game Coverage

PlayStation reserves exclusive rights to the coverage of EVO 2021 Online matches. This includes all forms of transmission, including IRC Bots, Shoutcast-streams, live broadcasts on platforms like Twitch, Youtube and the likes. PlayStation can assign the coverage rights of a match or of several matches to a third party or to the actual players themselves. In this case, terms and conditions would have to be arranged with PlayStation management, or ESL as tournament organizer, before the match.

In general, PlayStation or ESL as tournament organizer, will contact any player or team if they wish to broadcast one of their matches. If no contact is made, individual players are allowed to arrange their own broadcasts.

6. General Terms

Participants' personal information will be subject to [ESL privacy policy](#) and Cookie Policy, available at for the purposes listed therein. Furthermore, Participants' personal information will be processed for the purpose of organizing, running and monitoring the Competition and prize fulfillment, including, if Participant wins a prize, publishing (i) their name on the Winner(s) List and (ii) their name and country of residence online or in any other media in connection with the Competition.

Players can remove their name from the Winner(s) List by unlinking their PSN and ESL account and deleting their ESL account.

Personal information will be processed in the United Kingdom or any other country in which ESL, its subsidiaries, or third party agents operate. By entering the Competition, you consent that your personal information may be transferred to recipients in the United States and other countries that may not offer the same level of privacy protection as the laws in your country of residence or citizenship.

Participants have the right to access, withdraw, and correct their personal information on their [account page](#).

By participating in this Competition, each Participant further agrees:

(a) That the tournament organiser's decisions will be final and binding on all matters related to this Competition;

(b) The Competition is governed by the laws of the State of California and all claims must be resolved in the United States.

Nothing in these Official Rules shall have the effect to deprive you of the consumer protection rights granted to you by the laws of your residence that cannot be derogated from by agreement.

(c) The Tournament Organizer reserves the right to cancel, suspend and/or modify the Competition, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Competition, as determined by Tournament Organizer in its sole discretion. If terminated, Tournament Organizer may, in its sole discretion, determine the winners from among all non-suspect, eligible entries received up to time of such action using the judging procedure outlined above. Tournament Organizer, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of these Official Rules or those of any other Competition, or the PlayStation Network Terms of Service and Users Agreement, or in an unsportsmanlike or disruptive

manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, should such an attempt be made, Tournament Organizer reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Tournament Organizer's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

(d) By accepting any of the prizes, you acknowledge and agree that the Tournament Organizer and its designees have the right to use the below information and any other information provided in the EVO2021ST-UNIB in the administration, marketing, and promotion of the EVO2021ST-UNIB, without further consent or compensation to you, unless otherwise noted below:

Background info: Full name, country of residency, age, platform, persona (including PSN ID)

Social Media info: Twitter handle and Twitch account (if applicable)

(e) THE PLAYERS ACKNOWLEDGE THAT GIVING AND TAKING BRIBES ARE ILLEGAL. THE TOURNAMENT ORGANIZER RESERVES THE RIGHT TO DISQUALIFY, AT ITS SOLE DISCRETION, ANY PARTICIPANT THAT IS INVOLVED WITH ANY ILLEGAL ACTIONS. Nothing in these Official Rules shall be deemed to exclude or restrict any of the Winner's or the Entrant's statutory rights as a consumer.

Commercial Rights

All commercial rights (including without limitation any and all marketing and media rights) relating to the EVO2021ST-UNIB belong to Tournament Organizer and its licensors.

Participant shall not associate themselves with the EVO2021ST-UNIB, ESL, ASW, or PlayStation in any commercial manner, nor use any intellectual property rights of those parties, nor shall they permit any third parties to do so, without the prior written consent of Tournament Organizer or the applicable rights holders, which consent may be granted

or withheld in each of their sole discretion.

Any Participant or Participant ad sponsor wishing to carry out or facilitate any promotional or marketing activities with respect to the EVO2021ST-UNIB, will need prior written consent from Tournament Organizer or from the respective rights holders, which may be granted or withheld in each of their sole discretion.

The recording and dissemination of images or footage of the EVO2021ST-UNIB for commercial purposes by or on behalf of the Participant is strictly prohibited.

“PlayStation” and “PS4” are trademarks or registered trademarks of Sony Interactive Entertainment Inc.

APPENDIX A: CODE OF CONDUCT

The below Code of Conduct applies to all Players in the EVO2021ST-UNIB at all levels of the competition unless otherwise specified. The tournament organiser reserves the right to levy penalties, sanction or disqualify any player at its discretion.

PLAYER BEHAVIOR

Competitors must conduct themselves in a reasonable manner, maintaining an appropriate demeanor to spectators, members of the press, tournament administrators, and to other Players. These requirements apply to both offline and online, including with respect to social media conduct and activity on live streams. All Players are expected to adhere to these standards of sportsmanship.

DURING THE TOURNAMENT

Players must conduct themselves in a reasonable manner, maintaining an appropriate demeanor to spectators, members of the press, tournament administrators, and to other Players. These requirements apply to both offline and online, including with respect to social media conduct. All players are expected to adhere to the standards of good sportsmanship at all times.

Players will refrain from using vulgar or offensive language.

Abusive behavior, including harassment and threats is prohibited.

Physical abuse, fighting or any threatening action or threatening language, directed at any Player, spectator, official or any other person is prohibited.

Any action that interferes with play of a game, including but not limited to purposely breaking a game station, interfering with power, and abuse of in-game pausing, is prohibited and can result in match forfeiture and/or disqualification from the competition.

Gambling, including betting on the outcome of games, is prohibited.

All Players must not disclose any confidential information provided by the tournament organiser or any of its affiliates to any other people or groups of people, including via social media.

COLLUSION POLICY

Collusion is defined as any agreement among two or more Players to disadvantage other Players in the Competition. Collusion between Players is strictly prohibited. Any Players determined by the tournament organiser at any phase of the EVO2021ST-UNIB to be engaging in Collusion will be removed from the competition, be forced to return any compensation and prizes they've received from Live Events.

Examples of collusion include, but are not limited to:

Intentionally losing a match for any reason.

Playing on behalf of another competitor, including using a secondary account, to aid them.

Any form of match-fixing.

Agreeing to split prize money.

PENALTIES

Violation of any part of these Official Rules will, at the Tournament organiser's election, result in (a) sanction(s) and/or (b) loss of winner status. All Players must follow the tournament organiser's directions. All decisions and rulings of the tournament organiser are final and binding. The Tournament organiser reserves the right to sanction any Player in competition at any level, at any time for any reason. Sanctions may include, in no particular order, the following:

Warning
Reprimand
Forfeiture of single match
Forfeiture of all matches
Loss of awards (including prize money and other paid expenses)
Disqualification from the EVO2021ST-UNIB

The tournament organiser also has the right to publicly announce penalties that have been levied on Players. Players who have been penalized by the tournament organizer hereby waive any right of legal action against the EVO2021ST-UNIB and PlayStation, and/or any of its affiliates.

PLAYER SPONSORSHIP

Players in the EVO2021ST-UNIB have the ability to acquire ad sponsors. Ad sponsorship acquisition is limited, however, to exclude certain categories and industries. If the ad sponsor falls under the below limited categories, then the ad sponsorship may not be displayed by the Player in conjunction with or during the EVO2021ST-UNIB. Tournament Organizer and its designees reserve the right to update the below list at any time. The following is a nonexclusive list of prohibited ad sponsors:

Gambling or gambling websites
Alcohol, Tobacco, and/or Non-"over-the-counter" Drugs
Firearms or any type of weapons
Pornographic or adult material
Products or services from direct competitors of PlayStation, its partners, and its other subsidiary brands
Direct competitors of PlayStation

Tournament Organizer reserves the right to prohibit any third party at their sole discretion.

Appendix B: Countries & Age

Below is a comprehensive list of all eligible countries, their respective tournament region and minimum age required to participate in EVO2021ST-UNIB tournaments:

COUNTRY	REGION	MINIMUM AGE
United States of America	NA	16
Canada	NA	16
Austria	EU	16
Belgium	EU	16
Bulgaria	EU	16
Croatia	EU	16
Cyprus	EU	16
Czech Republic	EU	16
Denmark	EU	16
Finland	EU	16
France	EU	16
Germany	EU	16
Greece	EU	16
Hungary	EU	16
Iceland	EU	16
Ireland	EU	16

Italy	EU	16
Luxembourg	EU	16
Malta	EU	16
Netherlands	EU	16
Norway	EU	16
Poland	EU	16
Portugal	EU	16
Republic of Ireland	EU	16
Romania	EU	16
Russian Federation	EU	16
Slovakia	EU	16
Slovenia	EU	16
Spain	EU	16
Sweden	EU	16
Switzerland	EU	16
Turkey	EU	16
Ukraine	EU	16
United Kingdom	EU	16
Argentina	LATAM	16
Bolivia	LATAM	16
Brazil	LATAM	16
Chile	LATAM	16

Colombia	LATAM	16
Costa Rica	LATAM	16
Ecuador	LATAM	16
El Salvador	LATAM	16
Guatemala	LATAM	16
Honduras	LATAM	16
Mexico	LATAM	16
Nicaragua	LATAM	16
Panama	LATAM	16
Paraguay	LATAM	16
Peru	LATAM	16
Uruguay	LATAM	16
Japan	Japan	16
Bahrain	Middle East	16
Israel	Middle East	16
Kuwait	Middle East	16
Lebanon	Middle East	16
Oman	Middle East	16
Qatar	Middle East	16
Saudi Arabia	Middle East	16
Hong Kong	Asia	16
India	Asia	16

Indonesia	Asia	16
Malaysia	Asia	16
Singapore	Asia	16
South Korea	Asia	16
Taiwan	Asia	16
Thailand	Asia	16