



## NBA2k21 PS4 Tournaments: Open Series Special Editions

### TOURNAMENT RULESET

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# 1. Overview

The NBA2k21 PS4 Tournaments: Open Series Special Editions (“NBA2k21OSE” or “Competition”) is operated by ESL Gaming (alternatively “ESL” or “Tournament Organizer”).

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The NBA2k21OSE is a video game competition conducted using 2K Games NBA 2k21 (“NBA2k21”) for the PlayStation®4 console (“PS4”). Each week from November 1st 2020 until December 1st 2020, eligible participants who sign up and play in a weekly qualifier for NBA2k21 PS4 Tournaments: Open Series (“NBA2k21OS”) will be entered into a randomized draw for a chance to play in a Bounty Match. Odds of being drawn to participate in a Bounty Match depend on the number of US players in each weekly qualifier for NBA2k21OS. If the lucky fans beat the Headliner or Bounty Squad member in the Bounty Matches they will win the relevant bounty cash prize.

PS4 Tournaments is in no way sponsored, endorsed or administered by, or associated with, 2K Games.

## 2. Player Eligibility

### 2.1 Registration and acceptance of official rules

Participants must sign up for NBA2k21OSE using 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 NBA 2k21 on the PS4; (2) own or have access to a PS4 system 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 NBA2k21OSE 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 NBA2k21OSE, as outlined in Section 3.Competition Structure.

### 2.2 Age

Players must be eligible to play NBA2k21 according to their local age restrictions, at the

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point of tournament registration, as outlined in Appendix B: Countries & Age.

### 2.3 Employees & Conflicts of Interests

Employees of ESL, Sony Interactive Entertainment LLC (“PlayStation”), 2K Games (alternatively “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 employee are not eligible to participate in the competition.

## 3. Competition Structure

The NBA2k21OSE will be run in the following regions:

- United States

By signing up and playing in the [NBA2K21 PS4 Tournaments, Open Series](#) weekly qualifiers in North America, the entrants are ‘opting in’ to the opportunity to be randomly selected for a Bounty Match, a match against our Headliner Influencer or a member of their Bounty Squad. The Bounty Matches will take place after each weekly qualifying round. Winners will be randomly drawn out of the pool of US participants using [random.org](#) at the end of each qualifier week. Additionally 4 substitutes will be drawn in case a winner decides not to participate. Winners and substitutes will be contacted via the email address linked to their ESL account.

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

### 3.1 Tournaments

#### Registration

Each week in November, Players from the United States that participated in a NBA2K21 PS4 Tournaments: Open Series North America qualifier have the chance to be invited to a PS4 Tournaments: Open Series Special Edition. In the Special Edition tournament,

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Players will have one match against the Headliner or a player from the Bounty Squad, fighting for the prize money outlined in section 4.

### Tournament Format Details

- Mode: 1on1
- Tournament system: Single Match

### 3.2 Tournament Dates

- November 10th: PS4 Tournaments: Open Series Special Editions Qualifier 1 Headliner (4 matches) + Bounty Squad (x4)
- November 17th: PS4 Tournaments: Open Series Special Editions Qualifier 2 Bounty Squad (4 matches)
- November 24th: PS4 Tournaments: Open Series Special Editions Qualifier 3 Headliner (x4) + Bounty Squad (x4)
- December 1st: PS4 Tournaments: Open Series Special Editions Qualifier 4 Bounty Squad (4 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 page in ESL Play.

#### Joining your game lobby

1. Add your opponent as a friend
2. Start NBA20k1
3. Invite your opponent
4. Remember the "Match details"

## 5. Start the match

### Match details

- Game Mode: Private match
- Game style: Pro
- Quarter Length: 5 minutes
- Exhaustion: On
- Controls: All
- Gamespeed: Normal
- Teams: **Allstar teams, Alltime teams & History teams are forbidden**

Players positioned on the left side will always be the **HOME** team while the right side will always be **AWAY** team.

### 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 enter "Opponent did not show up" in the results tab.

### Results

It is the player's responsibility to report the result on the match sheet. It must include one or more screenshots that corroborate the reported result.

### Disconnection

In the event of a player disconnect, that player will forfeit the entire game, not just a round. It will be the responsibility of the player that got disconnected to connect to his opponent within 5 minutes.

### Match Disputes

- If any issues are encountered in a match, it's the players responsibility to create a dispute and reach out to the admin team.

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- In order to create a dispute, go to the match page in ESL Play and select the option “Match setup (enter result, reschedule)” / “Write a Match Protest”
  - 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 website 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

### 4.1 Bounty Matches Tournaments prizing

1st place Headliner tournament: \$500

1st place Bounty Squad tournament: \$125

### 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

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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 PS4 Open Series 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 fulfilment, 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, the 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



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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 NBA2k21OSE in the administration, marketing, and promotion of the NBA2k21OSE, without further consent or compensation to you, unless otherwise noted below:

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

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 NBA2k21OSE belong to Tournament Organizer and its licensors. Participant shall not associate themselves with the NBA2k21OSE, ESL, 2K, 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 NBA2k21OSE, will need prior written consent from Tournament Organizer or from the respective rights holders, which

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may be granted or withheld in each of their sole discretion.

The recording and dissemination of images or footage of the NBA2k21OSE for commercial purposes by or on behalf of participants 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 NBA2k21OSE 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 demeanour 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 demeanour 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 behaviour, 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

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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 NBA2k21OSE 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 NBA2k21OSE

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 NBA2k21OSE and PlayStation, and/or any of its affiliates.

### **PLAYER SPONSORSHIP**

Players in the NBA2k21OSE 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 NBA2k21OSE. 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.

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**Appendix B: Countries & Age**

<b>Country</b>	<b>Region</b>	<b>Age</b>
United States	North America	16