



## PS4 Tournaments: NBA2k21 Open Series

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# 1. Overview

The PS4 Tournaments: NBA2k21 Open Series ("NBA2k21OS" or "Competition") is operated by ESL Gaming (alternatively "ESL" or "Tournament Organizer").

The NBA2k21OS is a video game competition conducted using 2K Games NBA 2k21 ("NBA2k21") for the PlayStation®4 console ("PS4"). NBA2k21OS will have Weekly Qualifiers and Monthly Finals of online tournaments.

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 NBA2k21OS using the integrated tournament app on the PS4 ("Tournament App") through [compete.playstation.com](https://compete.playstation.com) 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 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 NBA2k21OS 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 NBA2k21OS, as outlined in Section 3. Competition Structure.

Players in North America may have the opportunity to participate in a match with influencers. Follow this [LINK](#) for more details.

### 2.2 Age

Players must be eligible to play NBA 2k21 according to their local age restrictions, at the 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 NBA2k21OS will be run in the following regions:

- North America East
- North America West
- Europe East
- Europe West
- South America

From each Weekly qualifier for Europe East, Europe West, North America East and North America West the TOP8 is qualifying for the Monthly Finals.

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

Each month lasts for there will be four Weekly Qualifiers and the Monthly Finals. Player eligibility resets every month. Players who qualified for the Monthly Finals in previous months need to qualify again through Weekly Qualifiers in the current month.

### 3.1 Open Qualifiers

#### Registration

All players are eligible to participate in Weekly Qualifiers tournaments.

#### Tournament Format Details

- Mode: 1on1
- Random player seeding
- Tournament system: Swiss\*
- Number of rounds: 4+
- No elimination until round 4, after that there will be elimination after 1 loss

- The 5th Swiss round will start for only the players with a 4:0 score. If there's less than 16 players with a 4:0 score additional players will be added according to the ranking
- Round 6th will start only for players that went 5:0 score
- In case of a tie with the Buchholz system, an additional 7th round will be played with the tied players

\*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.

## 3.2 Monthly Final

### Registration

Players who qualify from Weekly Qualifiers will be invited to the upcoming Monthly Finals tournament from the current month. Invited players will be able to see their invitation via email and in their PS4 Notifications. Invited players need to sign-up and check-in to the eligible tournaments in order to participate.

In case Monthly Finals will be broadcasted additional rules can apply. In this case all participants will be informed of the new ruleset along their invitation to the Monthly Finals.

### Tournament Format Details

- Mode: 1on1
- Player seeding: position is taken from player's best qualification result in the weekly qualifiers of the month. In case a player has played more than 1 weekly qualifier, his best position will prevail. In case of tie, the player with less tries takes the spot.
- Tournament system: Single Elimination

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## 3.3 Match Rules

### Match start time

All matches (Weekly Qualifiers and Monthly Finals) 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

- 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

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

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### 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.
- 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 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 Prizing breakdown per month

The following prizes for the tournament series will be distributed to the Players based on their finishing position/point of exit from the tournament series as stated below:

### Prize distribution for Weekly Qualifiers

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1st place: \$100 + 450,000 VC

2nd place: 200,000 VC

3rd-4th: 75,000 VC

5th-8th: 35,000 VC

9th-16th: 15,000 VC

17th-64th: 5,000 VC

All the players that sign up, check in and play the first 4 swiss rounds of the qualifier will receive:

- PS4 Tournaments Base Theme and Avatar (can only be won once per player)
- Monthly NBA2k21 Base Theme and Avatar (can only be won once per player and month)
- Best 40% of the players will receive an exclusive NBA2k21 Elite Theme and Avatar (can only be won once per player)
- Best 40% of players will receive an exclusive PS4 Tournaments Elite Theme and Avatar (can only be won once per player)

The unique Grand Theme and Avatar will be rewarded to the players who got the Monthly Base Theme and Avatar in each month of 2020 (June to December).

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, playing a single match for pride and prize money.

### **Prize distribution for Monthly Finals**

1st place: \$400

2nd place: \$300

3rd place: \$200

4th place: \$100

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All the finalists will receive the PS4 Tournaments Champions Theme and Avatar (can only be won once per player). The winner of the Final will additionally receive the exclusive NBA2k21 Champions Theme and Avatar (can only be won once per player).

## 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 applicable 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 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

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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 country of residence that cannot be derogated from by agreement.

(c) The Tournament Organiser 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 Organiser and its designees have the right to use the below information and any other information provided in the administration, marketing, and promotion of the NBA2k21OS, 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)

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(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 NBA2k21OS belong to Tournament Organizer and its licensors. Participant shall not associate themselves with the NBA2k21OS, 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 NBA2k21OS, 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 NBA2k21OS 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 NBA2k21OS 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**

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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 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 NBA2k21OS 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.

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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 NBA2k21OS

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 NBA2k21OS and PlayStation, and/or any of its affiliates.

## **PLAYER SPONSORSHIP**

Players in the NBA2k21OS 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 NBA2k21OS. 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

Country	Region	Age
Canada	North America	16
Mexico	North America	16
United States	North America	16
Austria	Europe	16
Belgium	Europe	16
Bulgaria	Europe	16
Croatia	Europe	16
Cyprus	Europe	16
Czech Republic	Europe	16

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Denmark	Europe	16
Finland	Europe	16
France	Europe	16
Germany	Europe	16
Greece	Europe	16
Hungary	Europe	16
Iceland	Europe	16
Ireland	Europe	16
Italy	Europe	16
Luxembourg	Europe	16
Malta	Europe	16
Netherlands	Europe	16
Norway	Europe	16
Poland	Europe	16
Portugal	Europe	16
Romania	Europe	16
Russian Federation	Europe	16
Slovakia	Europe	16
Slovenia	Europe	16
Spain	Europe	16
Sweden	Europe	16

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Switzerland	Europe	16
Turkey	Europe	16
Ukraine	Europe	16
United Kingdom	Europe	16

Argentina	South America	16
Bolivia	South America	16
Brazil	South America	16
Chile	South America	16
Colombia	South America	16
Costa Rica	South America	16
Ecuador	South America	16
El Salvador	South America	16
Guatemala	South America	16
Honduras	South America	16
Nicaragua	South America	16
Panama	South America	16
Paraguay	South America	16
Peru	South America	16
Uruguay	South America	16