NBA 2K21 PlayStation Tournaments: NBA Playoffs

TOURNAMENT RULESET

1. Overview

The PlayStation®4 NBA 2K21 PlayStation Tournaments: NBA Playoffs ("NBA2K21PO" or "Competition") is operated by ESL Gaming (alternatively "ESL" or "Tournament Organizer"). The NBA2K21PO is a video game competition conducted using 2K Games NBA 2K21 ("NBA2K21") for the PlayStation®4 console ("PS4").

This competition is not available for PlayStation®5 console ("PS5").

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

If you have any questions about this competition, its registration process and how to participate, please visit the <u>ESL NBA Discord server</u>.

2. NBA Terms & Conditions

- Definition of "NBA Entities": NBA Properties, Inc., the National Basketball Association (the "NBA"), NBA Media Ventures, LLC and the NBA member teams (collectively, the "NBA Entities").
- 2. Exclusion of Employees of the NBA Entities from Eligibility: Employees of the NBA Entities, including affiliates, agents and immediate family members and/or those living in the same household of such employees, are not eligible to enter or win the promotion.
- 3. Limitation of Liability: The NBA Entities and each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, distributors, retailers, agents, assignees, advertising/promotion agencies, representatives, and agents shall have no liability and will be released and held harmless from any claim, action, liability, loss, injury or damage, including, without limitation, personal injury or death to winner or any third party or damage to personal or real property due in whole or in part, directly or indirectly, by any reason, including the acceptance, possession, use or misuse of the prize and/or participation in this promotion.
- 4. Right of Publicity Release: Participants in this promotion (if minor, his/her parent or legal guardian) agree to be bound by these Official Rules and agree that the NBA Entities and their designees and assigns may use the participant's name, voice, city/state of residence, photos, video or film clips, and/or other visual likeness for advertising and/or trade purposes and/or for any other purpose in any media or format now or hereafter known without further compensation (financial or otherwise), permission or notification.

3. Eligibility

3.1 Registration and acceptance of official rules

Participants must sign up for NBA2K21PO using the integrated tournament app on the PS4 ("Tournament App") through <u>compete.playstation.com</u> or the ESL Play landing page to be considered for eligibility. Participants (individually a "Player", "competitor" or "Participant") who meet the eligibility requirements must also:

- Own or have access to NBA 2K21 for PS4
- Own or have access to a PS4 system and compatible controller
- Have a valid PlayStation Network account ("PSN Account") and an associated PSN ID
- Have a valid subscription to an active PlayStation Plus membership
- Be residents of an applicable region, country or jurisdiction

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 NBA2K21PO ruleset and relevant privacy policies, including the <u>ESL privacy policy</u>, and agree to these rules before entering the tournament. Once a Player has registered, they are considered for eligibility for the NBA2K21PO.

3.2 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.

Spain: If Players are minor (under 18 years old), they must obtain consent from their parents or legal guardians on their entry of Competition. If minor Players have entered Competition, it shall be deemed that they have obtained the prior consent from their parents or legal guardians.

3.3 Employees & conflicts of interests

Employees of ESL, Sony Interactive Entertainment LLC ("PlayStation"), 2K Games (alternatively "Publisher"), the NBA 2K League, its teams, NBA 2K League, LLC, the National Basketball Association, its member teams, NBA Properties, Inc. and its respective affiliates, subsidiaries, representatives, advertising, promotion and publicity agencies are not eligible to participate in the competition. This also excludes family members or persons living in the same household of such employees.

3.4 Team and player names

ESL reserves the right to edit nicknames or Gamertags and/or URL aliases. The names of teams or players that are very similar to those of another team or player are subject to change by ESL. For more information on team and player names, see section 3.1.2 of the ESL global ruleset: "Nicknames, team names, and URL aliases." If a team name has been changed by mistake, submit a support ticket with proof of ownership of the name. Players with in-game names that violate this rule will not be able to compete. After competing in a qualifying match or tournament, your name will be blocked for the duration of the league and cannot be changed without administration approval.

3.5 Identity fraud

Only official registered players can play. Players and teams must compete with their officially registered nicknames at all times during official matches. Playing as a substitute is prohibited and will result in immediate disqualification. Players may not share their account at any time during the tournament or regular game.

3.6 Game version

All players must install and update to the latest version of the game in order to participate in tournaments organized by ESL. Updates must be installed before the tournament begins. Any delay in a match caused by an update will result in a match loss.

4. Competition structure

The NBA2K21PO will be run in the following regions:

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

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

The competition will replicate all the matches played during the 2021 NBA Playoffs. Once all the Playoff rounds are completed, a grand final event will be held and broadcasted with a selected number of finalists.

4.1 Playoffs

Registration

All players are eligible to participate in the NBA 2K21 PlayStation Tournaments: NBA Playoffs.

Tournament Format Details

Mode: 1on1

Tournament system: Single elimination bracket

Player seeding: RandomMirror match: Allowed

Bo1 matches

The Playoffs tournaments will be divided into 4 parts:

Round 1: Each tournament will have two (2) NBA Teams to choose from; 8 tournaments total. The winner of each tournament moves on to the Round 1 final. After the Round 1 qualifiers and Round 1 Final are played, Players who qualified must qualify again in the following tournaments.

Round 2: Each tournament will have two(2) NBA Teams to choose from; 4 tournaments total; Only the NBA teams that made it to Round 2, in the NBA Playoffs, can be selected. The top2

winners of each tournament (8 winners) move on to the Round 2 Final. After the Round 2 qualifiers and Round 2 Final are played, Players who qualified must qualify again in the following tournaments.

Conference Finals: Each tournament will have two (2) NBA Teams to choose from; 4 tournaments total; Only the NBA teams that made it to NBA Conference Finals, in the NBA Playoffs, can be selected; Top2 winners of each tournament (8 total) move on to the PlayStation Tournaments Conference Finals - Finals. After the Conference finals qualifiers and Conference Finals Final are played, Players who qualified must qualify again in the following tournaments.

NBA Finals: Each tournament will have two (2) NBA Teams to choose from; 2 tournaments total. Only the NBA teams that made it to NBA Finals, in the NBA Playoffs, can be selected; Top4 (8 winners) move into the broadcasted Grand Final

Grand Finals: Players can choose between two (2) NBA Teams that made it to the NBA Finals. In Top2, players cannot choose the same team during the broadcasted portion.

4.2 Grand finals

Registration

Players must qualify through NBA Finals qualifiers

Tournament Format Details

Mode: 1on1

Tournament system: Single elimination bracket

Player seeding: PENDINGMirror match: Not allowed

Bo1 matchesBo3 final match

4.3 Match rules

Match start time

All players must be online and ready to play at the scheduled match time. Match times are always subject to change. Any change in the game time will be communicated to the players as soon as possible. To see the match schedule access the match event page in your PS4 by going to My Events or visit the ESL Play tournament page.

How to join 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 style: Pro

• Quarter Length: 5 minutes

Fatigue: OnControls: All

- Game speed: Normal
- Allowed teams: Only the 2 teams specified in each tournament

Game preparations

Solve any problems that may occur before a match begins. Connection or hardware problems during a match will result in disqualification by ESL administrators. In the event of problems during games, players should always take and upload screenshots. In the captures, it must be possible to identify both players before the game, the final result and any questionable situation.

Private matches

In case a private match must be played, the player positioned on top of the bracket (left side in the match page) will be the host. The host will be responsible for setting up the game room with the correct settings and inviting the opposing player. The host always must play as the home team. Players should always give a clear indication when the game has started and take screenshots to provide evidence of player names, teams selected and results.

No show

All participants have up to 10 minutes to join the game, starting the countdown from the scheduled start time of each game. Any player that does not join the match within this given time will receive a default loss. All delays must be reported immediately to the tournament administrator opening a protest ticket. Failure to report that your opponent has not appeared may result in a delay in the tournament. Any unreported delay will result in the disqualification of both players to ensure that the tournament can be completed in a timely manner.

Results

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

Disconnections

In the event that a player goes offline during a game, that player will receive a default loss. Participants can also choose to leave a game if they wish. Abandonment will always be considered as a loss.

ESL is not responsible for any connection, software and/or hardware problems that players may have while participating in the competition.

4.3 Match disputes

If any issues are encountered in a match, it is the players' responsibility to create a protest ticket and reach out to the admin team.

- In order to create a dispute go to "My Events" in your PS4 console, choose the match you need assistance and select "Go To Support Page". You can also open a protest ticket directly from the ESL Play website or ESL Play App.
 (https://play.eslgaming.com/protest/add/).
- Players are responsible for providing proof of match problems and/or results. This can be done with screenshots or video replays uploaded to websites such as YouTube or Twitch.

Match media

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

- Livestream VODs with clear naming of the players, selected teams, date, tournament round and results.
- Screenshots or photographs showing both players and the result/issues.

5. Prizing

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

Qualifiers

Round 1	1st	2nd	3rd - 4th
	Spot in Round 1 finals	50 PS Store Credit	20 PS Store Credit
Round 2	1st	2nd	3rd - 4th
	Spot in Round 2 finals	Spot in Round 2 finals	50 PS Store Credit
Conference	1st	2nd	3rd - 4th
	Spot in Conference Finals	Spot in Conference Finals	50 PS Store Credit
NBA Finals	1st	2nd	3rd - 4th
	Spot in Grand Finals	Spot in Grand Finals	Spot in Grand Finals

Finals

Round 1Finals	1st	2nd	3rd - 4th
	250 PS Store Credit	200 PS Store Credit	50 PS Store Credit
Round 2 Finals	1st	2nd	3rd - 4th
	250 PS Store Credit	200 PS Store Credit	50 PS Store Credit
Conference Finals	1st	2nd	3rd - 4th
	250 PS Store Credit	200 PS Store Credit	50 PS Store Credit
NBA Grand Finals	1st	2nd	3rd - 4th
	PS5 + 250 PS Store Credit	200 PS Store Credit	50 PS Store Credit

PS5 - Finals

NBA (PS5) Grand Finals	1st \$500 + 250 PS Store Credit	2nd 200 PS Store Credit	3rd - 4th 150 PS Store Credit	5th - 8th 50 PS Store Credit
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PS Store Credit will be delivered in local currency. The email address that was used to sign up for the tournament will be used to receive the PS Store Credit voucher code. The Player must redeem the code via PS4 Console or https://mv.playstation.com/

Cash prizes are always before taxes. For this competition ESL uses <u>Matcherino</u> to deliver prize money. Matcherino will automatically deduct taxes from the prize winnings, based on local law.

5.1 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. 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.

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 organizer 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.

6. Game coverage

PlayStation reserves exclusive rights to the coverage of PlayStation Tournament 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.

7. General terms

Participants' personal information will be subject to <u>ESL privacy policy</u> 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 organizer'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 country of 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 the 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 the time of such action using the judging procedure outlined above. The 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, the 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. The 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 administration, marketing, and promotion of the NBA2K21PO, 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 NBA2K21PO, belong to the Tournament Organizer and its licensors.

Participant shall not associate themselves with the NBA2K21PO, ESL, 2K, the NBA 2K League, its teams, NBA 2K League, LLC, the National Basketball Association, its member teams, NBA Properties, Inc. 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 the 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 NBA2K21PO, will need prior written consent from the 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 NBA2K21PO for commercial purposes by or on behalf of participants is strictly prohibited.

"PlayStation", "PS4", and "PS5" 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 NBA2K21PO at all levels of the competition unless otherwise specified. The tournament organizer 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 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 organizer 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 organizer at any phase of the NBA2K21PO to be engaging in Collusion will be removed from the competition, and 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 organizer's election, result in (a) sanction(s) and/or (b) loss of winner status. All Players must follow the tournament organizer's directions. All decisions and rulings of the tournament organizer are final and binding. The Tournament organizer 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 NBA2K21PO

The tournament organizer 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 NBA2K21PO and PlayStation, and/or any of its affiliates.

PLAYER SPONSORSHIP

Players in the NBA2K21PO 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 NBA2K21PO. The 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

The 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 the NBA2K21PO tournaments:

Country	Region	Age
Canada	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
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
Switzerland	Europe	16
Turkey	Europe	16
Ukraine	Europe	16
United Kingdom	Europe	16