

**TERMS AND CONDITIONS OF THE TOTAL KOMBAT AUSTRALIA TOURNAMENT CONDUCTED BY ESL GAMING AUSTRALIA PTY LTD**

All participants, by entering the tournament, agree to be bound by these terms and conditions:

**ENTRY AND PRIZE DETAILS:**

1. To participate in this competition, you must:
  - a. Be 18 years or older on 21<sup>st</sup> September 2019;
  - b. Must hold a valid Passport that will be valid for at least six months after December 1<sup>st</sup>, 2019
  - c. Enter this competition in your personal capacity and not as a business, i.e. a company, close corporation, trust, partnership or any other legal entity cannot participate.
2. To enter any of the qualifier tournaments, you must register via the appropriate tournament registration page prior to the event. After which you will receive a confirmation mail with all the relevant details including but not limited to date, time and venue of the tournament stage.
3. On the day of the Tournament(s), you must follow the check in procedure outlined on each individual tournament page prior to the check in deadline.
4. By entering the tournament you agree to be bound by these terms and conditions.
5. Each respective tournament is limited to one entry per person. No Entrant may win more than one Prize (as defined below).
6. There will be a total of five (5) qualifier tournaments, hosted in Brisbane, Sydney, Perth, Melbourne and a last chance qualifier at PAX Aus, Melbourne. Tournaments will be run, and winners will be decided according to official Mortal Kombat esports rules as laid out here:  
<https://www.mortalkombat.com/esports/rules>
7. ESL Australia & tournament admins reserve the right to modify the tournament structure to better fit the number of entrants.
8. The winner of each TOTAL KOMBAT AUSTRALIA qualifier in Sydney, Perth and Brisbane will receive return travel from the state they qualified in, as well as accommodation at PAX AUS in Melbourne to compete in the TOTAL KOMBAT AUSTRALIA Finals on October 12<sup>th</sup>, 2019.
9. In addition to the prize in section 8 of these Terms and Conditions, prizes for the tournament will be awarded as follows:
  - a) Qualifier Tournaments (Sydney, Perth, Brisbane, Melbourne and Last Chance)
    - 1st Prize - Merch Pack (1x backpack, 1x hoodie (L), 1x t-shirt), Astro A40 + MIXAMP PRO Headsets PS4, MK11-Branded astro A40 Headset Speaker Tags
    - 2nd Prize - Merch Pack (1x backpack, 1x hoodie (L), 1x t-shirt)
  - b) Grand Final:
    - 1st Prize - AUD \$10k prize money, winners trophy, qualification into NEC20 Tournament,

- and flights and accommodation to Philadelphia, USA)
- 2nd Prize - AUD \$6k prize money and Merch Pack (1x backpack, 1x hoodie (L), 1x t-shirt)
- 3rd Prize - AUD \$3k prize money and Merch Pack (1x backpack, 1x hoodie (L), 1x t-shirt)
- 4th Prize - AUD \$1k prize money and Merch Pack (1x backpack, 1x hoodie (L), 1x t-shirt)

10. The winner of TOTAL KOMBAT AUSTRALIA is responsible for ensuring they have a valid visa that does not expire within 6 months following the tournament, and ensuring they meet all entry/visa requirements for the country he/she will be visiting

10. For avoidance of doubt, TOTAL KOMBAT AUSTRALIA is in no way related to the INTERKONTINENTAL KOMBAT AUSTRALIA tournament.

### **DATES AND TOURNAMENT STRUCTURES:**

- Sydney – September 21, 2019
- Perth – September 29, 2019
- Brisbane – October 5, 2019
- Melbourne Qualifier - October 11
- Last Chance Qualifier (at PAX Aus) & and Live Final - October 12, 2019

### **GENERAL:**

1. The promoter and operator of this competition is ESL Gaming Australia Pty Ltd (having its principal place of business at Unit 4/199 Parramatta Rd, Auburn NSW 2144)

2. Employees, directors, agents, contractors and consultants of ESL Gaming Australia Pty Ltd and all other participating companies and their immediate families, life partners, associates or business partners may not enter the competition.

3. All information relating to this competition can be obtained from the Australian extension of the global Website at <https://www.mortalkombat.com/> or other advertising material, which forms part of these terms and conditions of entry.

4. The winner must be able to identify him or herself (in a manner determined by ESL Gaming Australia Pty Ltd) as the person that entered the competition and must comply with the required validation procedures to claim the prize.

5. The winner's name and image may (with the consent of the winner) be published by ESL Gaming Australia Pty Ltd through relevant publications or media. By entering this competition, the winners grant permission for the use of their names for public relations & advertising purposes without any claim to compensation. Should the winner be willing to be photographed on request, this will also be without any claim to compensation. The winner acknowledges that ESL Gaming Australia Pty Ltd offers and grants the winner the opportunity to decline the above mentioned.

6. Any personal data which you provide to the Promoter will be used solely for the purpose of administering the Tournament and contacting the winners regarding the Prizes. All personal data will be used in accordance with the Promoter's standard privacy policy, copies of which are available from Promoter online. Entrants give their consent to the Promoter sharing such personal data as may be necessary for the purposes of arranging and administering the Grand Final.

7. It is the participant's responsibility to ensure that their contact details held by ESL Gaming Australia Pty Ltd are valid and correct.

8. In the event of a dispute regarding any aspect of the competition and/or these terms and conditions, ESL Gaming Australia Pty Ltd's decision will be final and binding and no correspondence may be entered into.

9. ESL Gaming Australia Pty Ltd will not be held liable for any technical failures affecting participation in the competition and ESL Gaming Australia Pty Ltd assumes no liability whatsoever for any entry that has been omitted from participation for any reason whatsoever.

10. ESL Gaming Australia Pty Ltd, their associated companies, directors, members, partners, employees, agents, consultants, suppliers, contractors and sponsors, assume no liability whatsoever for any direct or indirect loss or damage, death or injury arising from participation in the competition or from using the prize or for any loss or damage, death or injury howsoever arising.

11. ESL Gaming Australia Pty Ltd may refuse to award the prize if entry procedures or these terms and conditions have not been adhered to or if it detects any irregularities or fraudulent practices.

12. ESL Gaming Australia Pty Ltd reserves the right to disqualify, in its sole discretion, any Entrant who breaches these Rules or is guilty of cheating, inappropriate behavior or any other misconduct.

13. ESL Gaming Australia Pty Ltd reserves the right to amend these terms and conditions at any time, without notice, and such amendment shall be deemed to have taken effect from the date of publication of the revised terms and conditions on its website.

14. ESL Gaming Australia Pty Ltd reserves the right to cancel, suspend or terminate this tournament, without notice at any time and no liability shall lie against ESL Gaming Australia Pty Ltd in favor of any participant or third party arising from such cancellation, suspension or termination.

15. If any court of competent authority decides that any of the provisions of these Rules are invalid, unlawful or unenforceable to any extent, the Rule will, to that extent only, be severed from the remaining Rules, which will continue to be valid.

## **COPYRIGHT**

1. The participants acknowledge that all Copyright and Intellectual Property Rights used or embodied in connection with the competition such as, but not limited to, the software, designs, logo's, documentation and information received ("material produced") by the participants, as a result of the competition are and will remain the exclusive property of ESL Gaming Australia Pty Ltd.

2. Entrants also agree to irrevocably waive any moral rights or *droit moral* that they may have in the material produced and to release the Promoter and its associated companies, licensees and assigns from any claims for payment or other consideration whatsoever in connection with their use of the material.

3. The participants warrant that the material produced in respect of the competition does not infringe upon the, or violate any intellectual Property Rights or Copyrights of any third party. Ownership of all Copyright and Intellectual Property Rights in any material produced by the participants because of the competition shall vest solely and exclusively in ESL Gaming Australia Pty Ltd.

4. All ESL Gaming Australia Pty Ltd graphics, logos, designs, page headers, icons, scripts and names are registered trademarks, trademarks or trade dress of ESL Gaming Australia Pty Ltd, may not be used, including as part of trademarks and/or as part of domain names, in connection with any material produced as a result of this competition or in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the ESL Gaming Australia Pty Ltd.

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## **INDEMNITY**

By entering the competition, you agree to defend, indemnify and hold harmless ESL Gaming Australia, its directors, employees and agents, from and against any and all claims, damages, losses,

liabilities, costs or expenses (including but not limited to legal fees) arising from: (i) your breach of any of the terms contained herein; (ii) your breach of any third party rights, including without limitation any copyright, intellectual property, or privacy right; (iii) your breach of any laws and regulation in creating, posting and/or subsequently amending your submissions; or (iii) any claim that any one of your submissions caused damage to a third party. This indemnity shall survive the duration of the competition.

## **JURISDICTION**

This competition shall be governed by Australian law and subject to the exclusive jurisdiction of the Courts of Australia over any claim or matter arising under or in connection with the tournament.