



## NBA 2K20 Global Championship Overview

“Schedule”

Open Qualifiers - October 5th - November 26th 2019

Europe Final - January 25th, 2020

APAC Final - December 14th, 2019

Americas Final - February 1st, 2020e

Global Championship - February 22nd, 2020

### **1 How to Qualify?**

If you meet the eligibility requirements set forth in Sections 2.1 and 2.2, you can sign up on [play.eslgaming.com](https://play.eslgaming.com) (“Site”) and start earning points to qualify for your country/region’s regional playoffs. You can sign up at any time. You must sign up at least 1 hour prior to the start of each qualifier.

Win games each week in the weekly qualifiers in order to progress to your country/region’s online qualifying playoffs. Games must be played on PlayStation 4 (“PS4”) or Xbox One\* (“XBO”) (\*only available for The United States of America and

Canada). You can join the tournament at any time before 1 hour before the last qualifier. At the end of the qualifiers, the top players from each region's online qualifying playoffs will represent their region in their respective Regional Finals event. The top players from the Regional Finals events will then go on to play in the Global Championship, on February 22nd, 2020.

This Tournament is sponsored by ESL Gaming GmbH ("ESL" or "Sponsor"), whose decisions will be final and binding in all matters relating to the tournament. Tournament is subject to all applicable federal, provincial, state and local laws and regulations.

### **1.1 Weekly Qualifiers**

Players will play in weekly qualifiers to determine the top 8 of their country/region. Each week will feature an 8 match, double elimination swiss bracket. Matches are a best of 1 and you will play 8 matches or until you lose twice. Play in as many of the qualifiers as you can as each qualifier is another chance to qualify. Top 2 players per qualifier section will advance to the Online Playoff Qualifier.

### **1.2 Online Playoff Qualifier**

Players will be seeded from the qualifiers into a single elimination bracket. Play will now continue as a best of 3, and players will not be allowed to use the same team twice during the tournament. Players will have to pick and choose when to use stronger teams and when to save them for later in the bracket. Higher seed will be home and select their team first. Lower seed will select their team second. Players may not play as the same team. The Top 8 players by region will then qualify for the Regional Finals.

### **1.3 Regional Finals**

The qualified top 8 players will be seeded into and play a single elimination bracket at a LAN event to determine the top players of their region and who will be sent to the Global Championship. All LAN events will be played on a PC to provide a neutral competitive field, with players allowed to use either controller. All matches will be best of 3 and players will not be allowed to use the same team more than once throughout the tournament. Top 2 players from EU, top 2 players from APAC and the top 4 players from Americas will then advance to the Global Championship.

### **1.4 Global Championship**

The remaining 8 players will be seeded based on Regional Final record into a final best of 3 single elimination bracket. All LAN events will be played on a PC to provide a neutral competitive field, with players allowed to use either controller. All matches will be best of 3 and players will not be allowed to use the same team more than once throughout the tournament.

### **1.5 Online Playoff Qualifier Breakdown**

Online playoff qualifiers will be held for both PlayStation 4 and Xbox One. Players may play in only one region and only one platform. Each region will send 8 players to their respective Regional Finals.

- “Americas” Online Playoff Qualifiers - 8 Players advance
  - US PS4 1 - Winner advances to regional final.
  - US PS4 2 - Winner advances to regional final.
  - US Xbox - Top 2 advance to regional final.
  - CA PS4 - Top 2 advance to regional final.
  - CA Xbox - Winner advances to regional final.
  - LA PS4 - Winner advances to regional final.

*\*Top 4 from Americas Regional Final will move on to the Global Final*

- “Europe” Online Playoff Qualifiers - 8 Players advance
  - DE PS4 - Winner advances to regional final.
  - FR PS4 - Winner advances to regional final.
  - ES PS4 - Winner advances to regional final.
  - IT PS4 - Winner advances to regional final.
  - UK PS4 - Winner advances to regional final.
  - Wildcard PS4 - Top 3 advances to regional final.

*\*Top 2 from Europe Regional Final move on to the Global Final*

- “APAC” Online Playoff Qualifiers - 8 Players advance
  - ASIA PS4 1 - Top 2 advance to Regional Final.
  - ASIA PS4 2 - Top 2 advance to Regional Final.
  - ANZ PS4 1 - Top 2 advance to Regional Final.
  - ANZ PS4 2 - Top 2 advance to Regional Final.

*\*Top 2 from APAC Regional Final will move on to the Global Final*

= Prize Pool =

APAC Regional Final  
\$15,000

Europe Regional Final  
\$15,000

Americas Regional Final  
\$15,000

Global Finals  
\$100,000

Prizes are not transferable. No substitutions or exchanges of any prize will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value for any prize. Taxes and/or any other expenses not specifically listed herein are the responsibility of the winners. ALL FEDERAL, STATE, PROVINCIAL AND LOCAL TAXES AND ANY APPLICABLE SOCIAL CONTRIBUTIONS ASSOCIATED WITH THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNERS AND WINNERS WILL BE REQUIRED TO REPORT AND PAY ANY APPLICABLE INCOME TAXES RELATED TO THE PRIZE.

## **2 Eligibility**

### **2.1 Eligible countries**

- Americas (The United States of America\*, Canada\*\*, Mexico, Brazil, Argentina, Colombia, Peru, Uruguay, Ecuador, Chile, Paraguay)
- Europe (Italy, Spain, Germany, France, the United Kingdom)
- EU Wildcard (Belgium, Netherlands, Denmark, Finland, Sweden, Norway, Turkey, Greece, Portugal, Austria, Switzerland, Poland, Russia, Romania, Ireland, Israel, Lithuania, Latvia, Slovenia, Serbia, Italy, Spain, Germany, France, the United Kingdom)
- APAC (Australia, New Zealand, Philippines, Japan, South Korea, Indonesia, Thailand, Singapore, Malaysia, Vietnam, Hong Kong, Taiwan).

\* players from Arizona, Connecticut, Maryland and North Dakota states are not allowed to participate.

\*\* players from Quebec province are not allowed to participate.

## **2.2 Player Eligibility**

All players participating in the NBA 2K20 Global Championship must enter their accurate Game ID (Xbox Gamertag or PSN ID). The Game ID is needed to invite players into a custom match and to check if the correct player is playing. In order to participate in the NBA 2K20 Global Championship and in tournaments hosted by ESL, you must meet the following requirements:

- You must be a registered player on the ESL Play platform.
- You must have an active NBA 2K20 Game ID in good standing and add it to your profile.
- Your account must be eligible for online play. If you do not meet these requirements you will be deemed ineligible.
- Players must be at least 16 years old and will require a signed permission slip from a parent or legal guardian if under the age of 18 and the age of majority in their jurisdiction of residence.

Players are limited in participating to only one region, on only one platform (XBO or PS4). You may not play in multiple regions, or on multiple platforms. Attempting to play in more than one region or more than one platform will automatically disqualify you. By playing in the qualifiers, you agree to compete in the regional and global finals. All players must begin any preparations necessary for them to legally travel to the finals. You must have residency in the region you are playing for.

## **2.3 Team and Player Names**

ESL reserves the right to edit Nicknames or Gamertags and/or URL aliases. Team or player names that are too similar to that of another team or player are subject to be changed by ESL. For more information on team and player names, please refer to the [ESL Global Ruleset](#) section 3.1.2. "Nicknames, Team Names and URL Aliases". If a team name has been wrongly seized, please file a support ticket with proof of ownership of the name. Players with in game names that violate this rule will be ineligible to compete. After competing in a qualifier or tournament match, your name will be locked for the duration of the league and may not be changed without admin approval.

## **2.4 Ringers**

Only official registered players are allowed to play. Players and teams must compete under their officially registered Nicknames at all times during official matches. Playing as a ringer is prohibited and will result in immediate disqualification. Players are not allowed to share their account at any time, during tournament or regular play.

## **2.5 Game Version**

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

## **2.6 Patch**

All matches will be played on the patch available on the live servers at the time of a match.

## **2.7 Regions**

Players must have residency in the region they are playing for.

## **2.8 Check In**

All players must be online and ready to play at the match times defined by ESL. Match times are always subject to change. Any match time change will be communicated to players as soon as possible. Players are required to follow the tournament's sign up process and check in. Failure to check in will lead to a disqualification.

## **3 Tournament Format and Rules**

### **3.1 Match Changes**

ESL may, at its sole discretion, change the start time of a match. ESL will notify all involved teams at the earliest possible convenience. All matches must begin as soon as they are assigned. Any delay to the start of a match may result in a disqualification. Any match time that is posted is only an estimate, the official match time will be the moment

the match is assigned when both players are determined.

### **3.2 Rule Enforcement**

The rules are a guideline and the decisions by admins may differ from them depending on the circumstances. The tournament administration may change these rules at any time without prior notice.

### **3.3 Game Preparations**

Please resolve any problems that might occur before a match starts. Connection or hardware problems during a match will lead to a disqualification by ESL admins. Agreements between the teams/players have to be posted as match comments on the match info page of ESL Play. Players should always take and upload screenshots for each match. This is the head to head screen with both players game ID's showing before the match, the final score, and any disputable situations.

### **3.4 Failure to Show**

If a participant is not ready to play 10 minutes after the scheduled match time, please submit a protest ticket and report them as a no show. Any delays must be immediately brought to a tournament administrator's attention. If a team fails to show up for a match within the given time, they will be disqualified. If your opponent is not available to play when your match is determined, you must report them as a no show. Failing to report your opponent as a no show when they are not present may cause a delay in the bracket. Any unreported delays to the bracket will result in both players being disqualified to ensure the tournament can complete in a timely manner.

### **3.5 Disconnects**

In the case that a player disconnects before a minute has elapsed on the game clock, or the first point, whichever occurs first, the game will be immediately remade with the same settings and teams and home/away status. If the disconnect happens after this point, the score will be added to the second game, and only the remaining time will be played. Players will be required to work together to reach a "resume" point. Both players will not score until the clock has reached the point of the disconnect, and then the game will be "live" and continue normally. Be sure to take screenshots of both games to prove the score. The score will then be added from both games to reach our final score. If a disconnect happens after the first half, the first and second quarters of the second game

will become the new 3rd and 4th quarters to save time. Players should make their best possible effort to restore the second game to an accurate setting of the first game. This should include score, timeouts remaining, and possession of the ball.

For Example:

The score is tied 45-45 with 4:00 remaining on the game clock in the 3rd quarter when the match is disconnected. Players will take a screenshot of the score, and then create a second game. The players will allow the clock to time down to 4:00 without scoring. As soon as the clock reaches 4:00 in the first quarter, the game is now "live" again and will play to the end of the half. Players will take an additional screenshot at half time to prove the score of the second game. Players will not complete this second game, as 4 quarters will have been played by the end of the half. If the score at the end of the first half, of the second game, is 25-20, the final score would now be 70-65.

### **3.6 Forfeits**

Participants can choose to forfeit a match if they wish. Forfeiting will result in loss of the match.

### **3.7 Game Lobbies**

The team with the higher seed (lower number) will be the hosting team. The hosting team will be responsible for setting up the game lobby with the correct settings and inviting the opposing team. The hosting team will also have the "Home Team" in the match.

**Remember** that the "Home Team" is the team from the right.

Players should always screenshot the head to head screen to provide evidence of both players screen names and team selections and also give a timestamp of when the match began.

## **4 Match Settings, Format, and Rules**

### **4.1 Match Details - Online Qualifiers**

\*Best of 1

\*Exhaustion: On

\*Difficulty: Pro



- \*Game Style: Standard
- \*Time Limit: 5 Minutes per Quarter
- \*Control: All
- \*Gamespeed: Normal
- \*Teams: All-Star Teams, All-Time Teams, and History Teams are not allowed. Only Current Teams are allowed. Players may not pick the same team as their opponent. (No mirror matches)
- \*Higher seed chooses team first. Lower seed chooses team second.

#### **4.1B Match Details - Online Playoff Qualifier**

- \*Best of 3
- \*Exhaustion: On
- \*Difficulty: Pro
- \*Game Style: Standard
- \*Time Limit: 5 Minutes per Quarter
- \*Control: All
- \*Gamespeed: Normal
- \*Teams: All-Star Teams, All-Time Teams, and History Teams are not allowed. Only Current Teams are allowed. Players may not pick the same team as their opponent. (No mirror matches)
- \*Higher seed chooses first team

#### **4.1C Match Details - Regional Finals**

- \*Best of 3
- \*Exhaustion: On
- \*Difficulty: Pro
- \*Game Style: Standard
- \*Time Limit: 5 Minutes per Quarter
- \*Control: All
- \*Gamespeed: Normal
- \*Teams: All-Star Teams, All-Time Teams, and History Teams are not allowed. Only Current Teams are allowed.
- \*Higher seed chooses first team

#### **4.2 Pauses**

No pauses are allowed outside of available timeouts. If a player uses the pause button, they must also use a timeout. If no timeouts are available, the player will receive a warning. Multiple pauses without a timeout available will result in a match loss. If your

opponent is in violation of this rule please open a ticket on ESL Play and include screenshots as proof.

### **4.3 Results Confirmation**

Win or lose you must always confirm the match results after your series is complete. You must do this within 10 minutes of your matches finishing. Failure to confirm your results will result in a warning. Continued failure to confirm your match results will result in 1 penalty point for each match failed to be confirmed going forward. Penalty points may result in a team's temporary or permanent suspension from tournaments. You should always upload your screenshots for evidence after the game has been completed. You should screenshot the head to head screen before the match begins, the final score, and any other disputable situations.

### **4.4 Number of Players**

Only one player is allowed per account. Playing as a ringer or fake account or any attempt of substitution will result in disqualification.

### **4.5 Sponsorships**

NBA/2k have full approval rights for all sponsorships. Players in the Global Championship will not be allowed to have personal sponsorships. If you have sponsorship obligations, you may not be eligible to compete.

## **5 Game Rules**

### **5.1 Protests**

The opposing player has 10 minutes to protest the report. Match protests must include match media evidence clearly showing the results of the match/series. Teams are responsible for providing proof of match results in case of disputes.

### **5.2 Communication and Support**

Please use the match chat, located on the bottom right hand side of ESL Play, or submit a protest ticket for any assistance during the cup.

### **5.3 Admins**

All participants must adhere to the decisions and rules of the tournament organizers, admins, and referees. All decisions are final. Failing to cooperate with tournament administrators will result in disqualification. Misleading, misinforming, or inaccurately responding to tournament administrators or league inquiries at any time for any reason may result in disqualification. Inaccurate information listed on your Playstation, Xbox, or ESL Play account may result in disqualification.

### **5.4 Confidentiality**

Conversations, either verbal or written, between organizers, admins, or referees, and participants are confidential. Publicly posting or sharing these conversations with outside parties is strictly forbidden, unless ESL's permission is obtained.

## **6 Player Conduct**

### **6.1 Competitive Integrity**

Players are expected to behave at their best at all times, must conduct themselves in a sportsmanlike manner, maintaining a friendly and polite demeanor to competitors and to other players in the tournament. Players who engage in unfair conduct, unsportsmanlike, disruptive, annoying, harassing or threatening conduct or violate any rules, gain unfair advantage in participating in the Tournament, or obtain winner status using fraudulent means, in Sponsor's sole discretion, will be disqualified. Unfair conduct may include, but is not limited to, cheating, hacking, exploiting, ringing and intentional disconnection. Players are expected to showcase good sportsmanship and fair play. Any unsportsmanlike conduct or toxic behavior will be addressed with a heavy hand during Qualifiers and League Play. This could include prize penalties, suspension, or removal from the Pro League. Players must play to the best of their ability at all times. The Sponsor and tournament administration maintains the sole judgement for violations of these rules and will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning these rules in their sole discretion and their decisions shall be final.

### **6.2 Language**

In all languages, Players may not use obscene gestures, profanity and/or racist comments in game chat, lobby chat, or live interviews. This includes abbreviations and/or obscure references. League Administrators reserve the right to enforce this at their own discretion. These rules also apply for forums, emails, personal messages and League Discord channels.

### **6.3 Disputes and Redress**

Any general disputes a person may have with the current operation of the League should first be addressed by messaging a League Operator via Discord or through the support and protest ticket channels. Failure to follow proper procedure for disputes will result in denial of the dispute and the possibility of further penalties.

### **6.4 Betting**

Betting during any ESL event (by a player, team, or on behalf of anyone associated with the team) is off limits. This includes intentionally trying to alter the match by losing or otherwise trying to affect the results. Those partaking will be disqualified from the tournament and will receive a 1 year ban.

### **6.5 Software or Hardware**

Using any software or hardware to gain benefits that are otherwise not available in-game. Examples include, but are not limited to: any form of scripting, no-fog, coloured models, texture changes and sound changes. Games played at a Live event (Finals) must be on a tournament approved device with tournament approved peripherals.

### **6.6 Disqualification**

ESL reserves the right to disqualify teams and players. Any team found to be using a known exploit will forfeit their game upon the first occurrence of the exploit. If the team is found to use another known exploit for a second time, and it is determined to have been done on purpose, they will be removed from the event and barred from any future events.

### **6.7 Match Media**

All match media must be kept for at least 14 days. Faking or manipulating match media is forbidden and will result in severe penalties. Match media should be named clearly

based on what it is.

## **6.8 Definition of Match Media**

Match media are all uploads, including but not limited to: screenshots, ESL Wire files, demos, models and videos. Screenshots should always be taken of any disputable situation, and should always include final scores and any disconnects.

## **6.9 Personal Streaming**

Personal Streaming is always allowed if ESL TV is not casting the same match. If ESL TV is casting a match, personal streaming is not allowed without an admin agreement. Personal Streaming of a match shown by ESL TV, without permission from an ESL admin, can lead to a disqualification of the team or ban of the participant streaming content during the tournament.

## **7 NBA 2K T&C**

### **7.1**

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”).

### **7.2**

Exclusion of Employees of 2K and the NBA Entities from Eligibility: Employees of 2K Games, Inc. (“2K”) and 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.

### **7.3**

RELEASE / Limitation of LIABILITY: BY PARTICIPATING IN THE TOURNAMENT, ALL PARTICIPANTS AND WINNERS (AND, IF A MINOR, HIS/HER PARENT OR LEGAL GUARDIAN) TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAWS, RELEASE THE SPONSOR, 2K, THE NBA ENTITIES, ALL OTHER TOURNAMENT PARTIES, AND ANY OF THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, INCLUDING ADVERTISING AND PROMOTION AGENCIES (“RELEASED PARTIES”), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, MORAL DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN THE TOURNAMENT OR POSSESSION, ACCEPTANCE AND/OR USE

OR MISUSE OF ANY PRIZE OR PARTICIPATION IN ANY TOURNAMENT-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT (INCLUDING BUT NOT LIMITED TO INFRINGEMENT OF MORAL RIGHTS), TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION, AND AGREE NOT TO MAKE ANY CLAIMS AGAINST THE RELEASED PARTIES IN RESPECT THEREOF, INCLUDING, WITHOUT LIMITATION (I) ANY CONDITION CAUSED BY EVENTS BEYOND SPONSOR'S CONTROL THAT MAY CAUSE THE TOURNAMENT TO BE DISRUPTED OR CORRUPTED; (II) ANY INJURIES, LOSSES, ILLNESS, LITIGATION OR DAMAGES (COMPENSATORY, DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE) OF ANY KIND CAUSED BY PARTICIPANT'S OWN NEGLIGENCE ARISING OR RESULTING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE AWARDING, DELIVERY, ACCEPTANCE, USE, MISUSE, POSSESSION, LOSS OR MISDIRECTION OF A PRIZE OR PARTICIPATION IN THIS TOURNAMENT OR IN ANY ACTIVITY OR TRAVEL RELATED THERETO OR FROM ANY INTERACTION WITH, OR DOWNLOADING OF, COMPUTER TOURNAMENT INFORMATION; AND (III) ANY PRINTING OR TYPOGRAPHICAL ERRORS IN ANY MATERIALS ASSOCIATED WITH THE TOURNAMENT.

#### **7.4**

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 2K and 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.

### **8 Match Broadcasting**

#### **8.1 Rights**

All broadcasting rights of the Program are owned by 2k and NBAP. This includes but is not limited to: Video streams, TV broadcasts, shoutcast streams, replays, demos or live score bots.

#### **8.2 Teams Responsibility**

Players cannot refuse to have their matches broadcast by ESL-authorized broadcasts, nor can they choose in what manner the match will be broadcast, this includes broadcasts by community casters that have been cleared by the Program Administration. The broadcast can only be rejected by the Program Administration. The Teams agree to make sufficient accommodation so that broadcasting of matches can take place.

### **8.3 List of Prohibited Substances and Methods**

The List of Prohibited Substances and Methods created by the World Anti-Doping Agency (WADA) is valid for the Program. The list can be found here: <http://list.wada-ama.org/>

### **8.4 Prescribed Medication**

If Players have an active prescription for a substance on the WADA list, they must send proof to the Program Administration before the first day of the Program (deadline in local time). They may still be subject to a doping test, but a positive result for the prescribed substance will be disregarded.

### **8.5 Categories of Doping**

Mild cases of doping will be punished with a warning and possibly minor penalty points for the participant. Severe cases (i.e. use of drugs containing performance enhancing substances, like Adderall) will be punished with penalty points, a ban for the Player and (a) default loss(es), as well as possibly disqualification of the Team.

If a player is found guilty of a severe case of doping only after the last match of the tournament has already been over for at least 24 hours, the player will still get a ban, but the tournament results will remain in place and there are no consequences for the team. Mild cases will not be punished at all, after that time.

If a player is found guilty of a severe case of doping only after the last match of the tournament has already been over for at least 24 hours, the player will still get a ban, but the tournament results will remain in place and there are no consequences for the team. Mild cases will not be punished at all, after that time.

Repeated cases of doping by the same Player will be punished harder, up to a lifetime ban for the Player. Repeated cases of doping on the same Team (but by a different Player) will also be punished harder for the Team.

Repeated cases of doping by the same Player on the same Team will be punished harder for both the Team and the Player.

### Alcohol or other Psychoactive Drugs

To play a match, be it online or offline, under the influence of alcohol or other psychoactive drugs, even if not among the punishable substances, is strictly prohibited, and may lead to severe punishment. Moderate consumption of alcohol outside the active tournament hours for a participant is permitted if not in conflict with local/national law.

### **Data Collection**

I hereby consent to ESL forwarding the following customer registration and usage data to Company and NBAP for the purpose of conducting joint events and for marketing purposes. This includes in particular:

Player name and email address; Player Gamer Tag (optional player field); transmission and live event analysis; and program performance and player engagement analysis.

I may revoke any further use of my data at any time. Please see our Privacy Policy for more information.[KW1]

I consent to ESL forwarding my customer registration and usage data to [2K Games](#) and [NBAP](#) for the purpose of conducting joint events and for their marketing purposes. This includes in particular:

Player name and email address; Player Gamer Tag transmission and live event analysis; and program performance and player engagement analysis.

I may revoke any further use of my data at any time. Please see our [Privacy Policy](#) for more information.

Sponsor: ESL Gaming GmbH ("ESL"), Schanzenstrasse 23, 51063 Cologne, Germany.

## **ESL Terms and Conditions**

With the ESL the company ESL Gaming GmbH ("TE") provides a ranking system on the internet. The utilisation of the ESL and Consoles website by registered users is subject to the following terms of use:



1. The contents of the website and the ranking system are subject to modifications and amendments by TE.
2. Availability
  1. TE is anxious to ensure maximum availability of the complete ESL and Consoles website.
  2. TE ensures a 97% availability of all services liable for costs.
  3. In order to ensure a rapid calculation of the ranking system, the access to the website is blocked for approximately 1,5 hours each day from 6:00 a.m. onwards. The rules concerning the availability of services do not apply for this timeframe.
3. TE renders no further services other than the ranking system and any additional services on the website.
4. The participants are obliged to use only original games.
5. The user is obliged to abide by the rules established by the ESL and Consoles. A breaching of these rules can lead to the imposition of the sanctions in Rule 7 et segg ([http://www.esl-europe.net/eu/rules/#rule\\_66](http://www.esl-europe.net/eu/rules/#rule_66)), which may even lead to an exclusion from the ESL and Consoles. Should this be the case, the user has no right of any kind of refunds.
6. The user is obligated to enter truthful information to the best of his/her knowledge concerning the registry and utilisation of the proposition.
7. TE takes no responsibility for the correctness of any personal statements made by the users on the page.
8. The exploitation rights for league games carried out within the ESL or Consoles lie with TE. This includes the rights on demos and/or replays of league games as well as the right to broadcast the games on TV, on the radio or via audio- or video stream on the internet. TE also has the right to record the broadcasted games. Demos and replays are files that can be created by the games software in order to record the process of the game which can then be reviewed at a later date.
9. Player- and game-accounts are not transferable. This especially applies to any form of trading on ebay or similar pages.
10. Solely the law of the Federal Republic of Germany applies.
11. Screenshots uploaded to ESL Play for the purpose of tournament play will be publicly available.
12. Should one or more clauses of the terms of utilisation be void, this does not affect the validity of the other clauses. The void clause would be replaced by a clause which meets the expectations of the parties involved.

Welcome to our privacy policy. We take the concerns of privacy very seriously and want to make sure that your privacy is protected whenever you use our service. Below we inform you about the nature, scope and purpose of the processing of personal data within our online offering and the related websites, features and content, as well as external online presence, such as web sites. our Social Media Profile (collectively referred to as "Online Offering").

Together with our Terms and Conditions and our Cookie Policy, this Privacy Policy constitutes the content of our agreement with you.

### **1.1. Who collects personal data**

ESL Gaming GmbH,

represented by the Managing Directors Ralf Reichert and David Neichel.  
Schanzenstraße 23, 51063 Cologne, Germany

Register Court: District Court Cologne, HRB 36678

E-Mail: [info@turtle-entertainment.com](mailto:info@turtle-entertainment.com)

### **1.2. Types of processed data:**

- Inventory data (e.g. name, address).
- Contact data (e.g. e.mail, telephone number).
- Content data (e.g. text inputs, photographs, videos).
- Usage data (e.g. visited websites, interest in content, access times).
- Meta / data communication (e.g. device-information, ip-addresses).

### **1.3. Categories of affected persons**

Visitors and users of the online offer (in the following the affected persons are referred to collectively as "users").

## **1.4. Purpose of the process**

- Provision of the online offer, its functions and contents.
  - Answering contact requests and communicating with users.
  - security measures.
  - audience measurement / marketing

## **2.1. Used terms**

For the purposes of this Privacy Policy, "personal data" means any information relating to an identified or identifiable natural person (hereinafter the "data subject"). These include in particular your name, your email address [and possibly your address and your telephone number]. Personal information also includes information about your use of our website. In this context, we collect personal information from you as follows: information about your visits to our website, such as the extent of the data transfer, the location from which you retrieve the data from our website, as well as other connection data and sources that you retrieve. This usually happens through the use of log files and cookies. Further information on log files and cookies can be found below and in our cookie policy.

"Processing" means any process performed with or without the aid of automated procedures or any such process associated with personal data. The term goes far and includes virtually every handling of data.

"Responsible person" means the natural or legal person or public authority or institution that decides, alone or in concert with others, on the purposes and means of processing personal data.

## **2.2. Relevant legal bases**

According to Art. 13 DSGVO we inform you about the legal basis of our data processing. If this is not mentioned, the following applies: The legal basis for obtaining consent is Art. 6 para. 1 lit. a and Art. 7 GDPR, for the processing for the fulfillment of our services and the performance of contractual measures as well as the answering of inquiries, this results from Art. 6 para. 1 lit. b DSGVO, for processing in order to fulfill our legal obligations Art. 6 para. 1 lit. c DSGVO, and for processing in order to

safeguard our legitimate interests, Art. 6 (1) lit. f DSGVO. In the event that vital interests of the data subject or another natural person require the processing of personal data, Art. 6 para. 1 lit. d DSGVO as legal basis.

### **3.1. Collaboration with processors and third parties**

If, in the course of our processing, we disclose data to other persons and companies (contract processors or third parties), transmit them or otherwise grant access to the data, this is done exclusively on the basis of a legal permission (eg if a transmission of the data to third parties pursuant to Art. 6 para. 1 lit. b GDPR is required to fulfil the contract), you have consented to the transmission, a legal obligation to do so or based on our legitimate interests (eg the use of agents, webhosters, partners, etc.).

Please note that the tournaments we organize may be arranged with cooperation partners. In this case, the transfer of your data to the respective cooperation partner for the implementation of the tournament is required. If you participate in such a tournament, a contract between you on the one side and the partner and us on the other side may be possible. In addition to our data protection provisions, the respective privacy policy of the partner also applies in this case. The privacy policy of the partner may differ in individual cases from those of us. By opening an account and participating in a specific event, you therefore accept the privacy policy of the partner. In this case, we are not responsible for processing the data with the partner. Your data required for participation (esp. E-mail address) will be stored with us and passed on to our partner for joint performance of the contract.

Insofar as we commission third parties to process data on the basis of a so-called "contract processing contract", this is done in accordance with Art. 28 GDPR.

### **3.2. Transfer to third countries**

If we process data in a third country (outside the European Union (EU) or the European Economic Area (EEA)) or if this is done in the context of the use of third party services or disclosure or transmission of data to third parties, this is done only if there is fulfillment of our contractual obligations, on the basis of your consent, on the basis of a legal obligation or on the basis of our legitimate interests. Subject to legal or contractual permissions, we process or have the data processed in a third country only in the presence of the special conditions of Art. 44 et seq. DSGVO. That the processing is e.g. on the basis of specific guarantees, such as the officially recognized level of data

protection (eg for the US through the Privacy Shield) or compliance with officially recognized special contractual obligations (so-called "standard contractual clauses").

#### **4. Your rights**

You have the right to request a confirmation as to whether data concerning you are being processed and for information about this data as well as for further information and a copy of the data in accordance with Art. 15 GDPR.

In accordance with Art. 16 GDPR you have the right to demand the completion of the data concerning you or the correction of the incorrect data concerning you.

In accordance with Art. 17 GDPR, you have the right to demand that the relevant data be deleted immediately or, alternatively, to require a restriction on the processing of your data in accordance with Art. 18 GDPR.

You have the right to demand that the data relating to you that you provide us in accordance with Art. 20 GDPR be obtained and request their transmission to other responsible persons.

You also have according to Art. 77 GDPR the right to file a complaint with the competent supervisory authority.

You have the right to withdraw a granted consent according to Art. 7 para. 3 GDPR with effect for the future. For this purpose it is sufficient to send an email to the following address:

privacy@eslgaming.com

You can object to the future processing of your data in accordance with Art. 21 GDPR at any time. The objection may in particular be made against processing for direct marketing purposes. You should address your withdrawal to us as follows:

via e-mail to:

privacy+withdrawal@eslgaming.com

After you have revoked your consent, we will use your information solely to provide you with information about our service and we will refrain from submitting any further advertising to you.

## **5. Cookies**

“Cookies” are small files that are stored on users' computers. Different information can be stored within the cookies. A cookie is primarily used to store the information about a user (or the device on which the cookie is stored) during or after his visit to an online offer. Temporary cookies, or "session cookies" or "transient cookies", are cookies that are deleted after a user leaves an online service and closes his browser. In such a cookie, e.g. the contents of a shopping cart are stored in an online store or a login jam. The term "permanent" or "persistent" refers to cookies that remain stored even after the browser has been closed. Thus, e.g. the login status will be saved if users visit it after several days. Likewise, in such a cookie the interests of the users can be stored, which are used for range measurement or marketing purposes. As a "third-party cookie", cookies will be offered by providers other than the person responsible for the online offer (otherwise, if only the cookies are called "first-party cookies").

We can use temporary and permanent cookies and clarify this separately as part of our cookie policy.

If you do not want cookies to be stored on your computer, you can disable the corresponding option in the system settings of your browser. Saved cookies can be deleted in the system settings of the browser. The exclusion of cookies can lead to functional restrictions of this online offer.

A general objection to the use of cookies used for online marketing purposes can be found in a variety of services, especially in the case of tracking, via the US website <http://www.aboutads.info/choices> or the EU page <http://www.youronlinechoices.com/> be explained. Furthermore, the storage of cookies can be achieved by switching them off in the settings of the browser. Please note that you may not be able to use all features of this online offer.

You can find more information in our cookie policy.

## **6. Deletion of data**

The data processed by us are deleted or limited in their processing in accordance with Articles 17 and 18 GDPR. Unless explicitly stated in this privacy policy, the data stored by us are deleted as soon as they are no longer required for their purpose and the deletion does not conflict with any statutory storage requirements. Unless the data is deleted because it is required for other and legitimate purposes, its processing will be

restricted. That The data is blocked and not processed for other purposes. This applies, for example for data that must be kept for commercial or tax reasons.

According to legal requirements in Germany the storage takes place especially for 6 years according to § 257 Abs. 1 Nr. 2-3, Abs. 4 HGB (trading books, inventories, opening balance sheets, annual accounts, trade letters, accounting documents, etc.) and for 10 years according to § 147 para. 1 AO, §§ 257 para. 1 no. 4, para. 4, 238 HGB (books, records, management reports, accounting documents, commercial and business letters, documents relevant for taxation, etc.).

## **7. Business-related processing**

In addition we process

- contractual data (eg., Subject of contract, duration, customer category).
- payment data (eg., Bank details, payment history)

from our customers, prospects and business partners for the purpose of providing contractual services, service and customer care, marketing, advertising and market research.

## **8. Hosting**

The hosting services we use are for the purpose of providing the following services: infrastructure and platform services, computing capacity, storage and database services, security and technical maintenance services we use to operate this online service. Here we, or our hosting provider, process inventory data, contact data, content data, contract data, usage data, meta and communication data of customers, interested parties and visitors to this online offer on the basis of our legitimate interests in an efficient and secure provision of this online offer acc. Art.6 para. 1 lit. f GDPR i.V.m. Art. 28 GDPR (conclusion of contract processing contract).

## **9. Collection of access data and log files**

We, or our hosting provider, collects on the basis of our legitimate interests within the meaning of Art. 6 para. 1 lit. f. GDPR Data on every access to the server on which this

service is located (so-called server log files). The access data includes name of the retrieved web page, file, date and time of retrieval, amount of data transferred, message about successful retrieval, browser type and version, the user's operating system, referrer URL (the previously visited page), IP address and the requesting provider.

Logfile information is stored for security purposes (for example, to investigate abusive or fraudulent activities) for a maximum of 100 days and then deleted. Data whose further retention is required for evidential purposes shall be exempted from the cancellation until final clarification of the incident.

## **10. Provision of contractual services**

We process inventory data (e.g., names and addresses as well as contact information of users), contract data (e.g., services used, names of contacts, payment information) for the purpose of fulfilling our contractual obligations and services in accordance with Art. Article 6 (1) (b) GDPR. The entries marked as obligatory in online forms are required for the conclusion of the contract.

The deletion of the data takes place after expiration of legal warranty and comparable obligations, the necessity of the storage of the data is checked every three years; in the case of legal archiving obligations, the deletion takes place after its expiration. Information in the customer's account remains until it is deleted.

## **11. Contact**

When contacting us (for example, by contact form, email or via social media) your details for processing the contact request and their processing acc. Art. 6 para. 1 lit. b) GDPR processed. The information can be stored in a Customer Relationship Management System ("CRM System") or comparable request organization. We delete the requests, if they are no longer required. We check the necessity every three years; Furthermore, the legal archiving obligations apply.

## **12. Comments and posts**

If you leave comments or other contributions, your IP address will be changed based on our legitimate interests within the meaning of Art. 6 para. 1 lit. f. DSGVO stored for 100 days. This is for our own safety, if someone leaves illegal content in comments and



contributions (insults, prohibited political propaganda, etc.). In this case, we ourselves can be prosecuted for the comment or post and are therefore interested in the identity of the author.

### **13.1. Newsletter**

Below we would like to inform you about the content of our newsletter as well as the registration, shipping and statistical evaluation procedures as well as your right of objection. By subscribing to our newsletters, you agree to its receipt and the procedure described below.

Consent to receive the newsletter: We only send newsletters with the consent of the recipient or a legal permission. Insofar as the contents of a newsletter are concretely described, this is decisive for your consent. Incidentally, our newsletter contains information about our services and us.

Double opt-in and logging: Registration for our newsletter is done in a so-called double-opt-in procedure. After registration, you will receive an email asking you to confirm your registration. This is necessary so that nobody can log in with external email addresses. Registration for the newsletter will be logged in order to prove the registration process according to the legal requirements. This includes the storage of your registration and confirmation time, as well as your IP address. Likewise, a change of your stored data is logged.

Credentials: To sign up for the newsletter, you must enter your e-mail address. Optionally, we kindly ask you to provide your first name as well as surname for personal address in the newsletter.

The dispatch of the newsletter and the associated performance measurement is based on your consent in accordance with Art. 6 para. 1 lit. a, Art. 7 GDPR in connection with § 7 Abs. 2 Nr. 3 UWG or on the basis of the legal permission according to Art. § 7 Abs. 3 UWG.

The logging of your registration is based on our legitimate interests in accordance with Art. 6 para. 1 lit. f GDPR. Our interest includes the use of a user-friendly and secure newsletter system that serves our business interests as well as meeting the expectations of users and allows us to provide evidence of consent.

You can terminate the receipt of our newsletter at any time, ie. Revoke your consent for the future. A link to cancel the newsletter can be found at the end of each

newsletter. We may save the submitted email addresses for up to three years based on our legitimate interests before we delete them for the purposes of newsletter distribution, to provide proof of formerly granted consent. The processing of this data is limited to the purpose of a possible defense against claims. In the event that you desire a premature cancellation, you must confirm to us the former existence of a consent.

### **13.2. Newsletter – Shipping Service**

The newsletters will be sent by MailChimp, a mail-order service provider of Rocket Science Group, LLC, 675 Ponce De Leon Ave # 5000, Atlanta, GA 30308, USA. You can view the privacy policy of the shipping service provider here: <https://mailchimp.com/legal/privacy/>. The Rocket Science Group LLC is certified under the Privacy Shield Agreement, which provides a guarantee to comply with European data protection standards (<https://www.privacyshield.gov/participant?id=a2zt0000000TO6hAAG&status=Active>). The shipping service provider is based on our legitimate interests acc. Art. 6 para. 1 lit. f GDPR and a contract processing agreement acc. Art. 28 (3) sentence 1 GDPR .

The shipping service provider may use the data of the recipients in pseudonymous form, i. without assignment to a user, to optimize or improve their own services, e.g. for the technical optimization of shipping and the presentation of newsletters or for statistical purposes. However, the shipping service provider does not use the data of our newsletter recipients to address them themselves or to pass the data on to third parties.

### **13.3. Newsletter – measuring success**

Included in the newsletter is a so-called "web-beacon", i. a pixel-sized file which is retrieved from our server when the newsletter is opened or from its server in the case of the use of a mailing service provider. As part of this call, technical information, such as information about the browser and your system, as well as your IP address and time of the call will be collected.

This information is intended to improve the technical performance of the service based on the technical data or the target groups and your reading behavior based on their call locations (which can be determined with the help of the IP address) or the access times. Likewise, it is determined if and when the newsletters are opened and which links are clicked. For technical reasons, this information can be assigned to the

individual newsletter recipients. This is based on recognizing the reading habits of our users and adapting our content to them or sending different content according to the interests of our users.

#### **14. Payment transactions**

For a contract, in which you have to pay a fee, provided that the purchase was made via the website, we need your credit card information (credit card number, country, holder of the credit card) in accordance with Art. 6 (1) (a) and (f) GDPR credit card, credit card verification code (CVV code) and expiration date of your credit card), your name, bank account number and bank code if you choose the direct debit or if you choose another payment method or if you choose SEPA direct debit Your IBAN (international bank account number) and your BIC (International bank code of the institution of the debtor) and your home address. Please note that your credit card details or PayPal payments are collected and processed by your payment processor in relation to your payments for the service.

#### **15. Social Media**

We maintain online presence within social networks and platforms in order to communicate with customers and users active there and to inform them about our services. When calling the respective networks and platforms, the terms and conditions and the data processing guidelines apply to their respective operators.

Unless otherwise stated in our Privacy Policy, users' data will be processed as long as they communicate with us within social networks and platforms, e.g. Write posts on our online presence or send us messages.

#### **16. Integration of services and contents of third parties**

Based on our legitimate interests (ie interest in the analysis, optimization and economic operation of our online offer within the meaning of Art. 6 (1) lit. GDPR), we make use of content or services offered by third-party providers in order to provide their content and services Services, such as Include videos (hereinafter collectively referred to as "Content").

This always presupposes that the third-party providers of this content perceive the IP address of the users, since they could not send the content to their browser without the IP address. The IP address is therefore required for the presentation of this content. We endeavor to use only content whose respective providers use the IP address solely for the delivery of the content. Third parties may also use so-called pixel tags (invisible graphics, also referred to as "web beacons") for statistical or marketing purposes. The "pixel tags" can be used to evaluate information such as visitor traffic on the pages of this website. The pseudonymous information may also be stored in cookies on the user's device and may include, but is not limited to, technical information about the browser and operating system, referring web sites, visit time, and other information regarding the use of our online offer.

### **16.1. Youtube**

We embed the videos on the YouTube platform of Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA, ein.

Privacy policy: <https://policies.google.com/privacy?hl=de>,

Opt-Out: <https://adssettings.google.com/authenticated>.

### **16.2. Facebook**

We also use social plugins ("plugins") of the social network facebook.com, which is provided by Facebook Ireland, on the basis of our legitimate interests (analysis, optimization and economical operation of our online offer as defined in Art. 6 (1) lit. GDPR) Ltd., 4 Grand Canal Square, Grand Canal Harbor, Dublin 2, Ireland ("Facebook"). The plugins can represent interaction elements or content (eg videos, graphics or text contributions) and can be recognized by one of the Facebook logos (white "f" on blue tile, the terms "Like", "Like" or a "thumbs up" sign ) or are marked with the addition "Facebook Social Plugin". The list and appearance of Facebook Social Plugins can be viewed here: <https://developers.facebook.com/docs/plugins/>.

Facebook is certified under the Privacy Shield Agreement, which provides a guarantee to comply with European privacy legislation (<https://www.privacyshield.gov/participant?id=a2zt0000000GnywAAC&status=Active>).

When a user invokes the feature that contains such a plugin, their device establishes a direct connection to the Facebook servers. The content of the plugin is transmitted by Facebook directly to the device of the user and incorporated by him into

the online offer. In the process, user profiles can be created from the processed data. We have no control over the amount of data Facebook collects using this plugin.

By integrating the plugins, Facebook receives the information that a user has accessed the corresponding page of the online offer. If the user is logged in to Facebook, Facebook can assign the visit to his Facebook account. If users interact with the plugins, for example, press the Like button or leave a comment, the information is transmitted from your device directly to Facebook and stored there. If a user is not a member of Facebook, there is still the possibility that Facebook will find out and save their IP address. According to Facebook, only an anonymous IP address is stored in Germany.

The purpose and scope of the data collection and the further processing and use of the data by Facebook, as well as the related rights and setting options for the protection of your privacy, can be found in the privacy policy of Facebook:  
<https://www.facebook.com/about/privacy/>.

If a user is a Facebook member and does not want Facebook to collect data about him via this online offer and link it to his member data stored on Facebook, he must log out of Facebook and delete his cookies before using our online offer. Other settings and inconsistencies regarding the use of data for advertising purposes are possible within the Facebook profile settings:  
<https://www.facebook.com/settings?tab=ads> or via the US-American site  
<http://www.aboutads.info/choices/> or the EU page <http://www.youronlinechoices.com/>.  
The settings are platform independent, i. they are adopted for all devices, such as desktop computers or mobile devices.

### **16.3. Twitter**

Features of the Twitter service are included on our pages (Twitter, Inc. 1355 Market St, Suite 900, San Francisco, CA 94103, USA). By clicking on the Twitter button and the "Re-Tweet" function, the websites you visit are linked to your Twitter account and shared with other users. This data is also transmitted to Twitter. We point out that we as the provider of the pages are not aware of the content of the transmitted data and their use by Twitter.

More information can be found in the privacy policy of Twitter at:  
<https://twitter.com/privacy?lang=en> Opt-Out: <https://twitter.com/personalization>.

## **16.4. Instagram**

Our online offering includes features and content of the Instagram service offered by Instagram Inc., 1601 Willow Road, Menlo Park, CA, 94025, USA. For this, e.g. Content such as images, videos, or text and buttons that users use to promote their content, subscribe to the content creators, or subscribe to our posts.

If the users are members of the platform Instagram, Instagram can call the o.g. Assign contents and functions to the profiles of the users there. Instagram privacy policy: <http://instagram.com/about/legal/privacy/>.

## **16.5. Reddit**

On our pages plugins of the social network Reddit (Reddit Inc., 520 Third Street, Suite 305, San Francisco, CA 94107, USA) are integrated. The Reddit plugins can be recognized by the orange Reddit smiley logo on our site. If you click on the Reddit Share button while logged in to your Reddit account, you can link the contents of our pages to your Reddit profile. This allows Reddit to associate your visit to our pages with your user account. We point out that we as the provider of the pages are not aware of the content of the transmitted data and their use by Reddit.

For more information, see the Reddit privacy policy at: <https://www.reddit.com/help/privacypolicy> If you do not want Reddit to associate visiting our pages with your Reddit user account, please log out of your Reddit user account beforehand.

## **16.6. Google+**

On our pages are integrated plugins of the social network Google+ (Google Inc., 1600 Amphitheater, Parkway Mountain View, CA 94043, USA). The Google + plugins can be recognized by the G + logo on our site. If you click the "G + -Button" while you are logged into your Google + account, you can link the contents of our pages to your Google + profile. This allows Google to associate the visit of our pages with your user account. We point out that we as the provider of the pages are not aware of the content of the transmitted data and their use by Google.

For more information, please see the Google Privacy Policy at <https://www.google.com/intl/en/policies/privacy/> If you do not want Google to associate

your visit to our pages with your Google+ user account, please log out of your Google + user account beforehand.

### **16.7. Twitch TV**

Twitch TV plug-ins (Twitch Interactive, Inc., 225 Bush Street, 9 th Floor, San Francisco, CA 94104, USA) are integrated into our pages.

Privacy Policy: <https://www.twitch.tv/p/legal/privacy-policy/> If you do not want Twitch to associate visiting our pages with your Twitch TV user account, please log out of your Twitch TV user account beforehand.

### **16.8. Fanmiles**

On our pages plugins of Fanmiles (Fanmiles GmbH, Oranienstraße 6, 10997 Berlin Germany) are integrated. Privacy Policy: <https://intercom.help/fanmiles/terms-of-use-and-privacy/deutsch/datenschutz>

If you do not want Fanmiles to associate visiting our pages with your Fanmiles account, please log out of your Fanmiles account.

### **16.9. Micropayment & Xsolla**

We make use of different payment providers.

micropayment GmbH Scharnweberstrasse 69, D-12587 Berlin, Deutschland.

Privacy Policy: <https://www.micropayment.de/?page=about-privacy&rsl=lp104&lang=en>

Xsolla, 15260 Ventura Boulevard Suite 2230, Sherman Oaks, CA 91403, Tel: +1 (818) 435-6613

Privacy Policy: <https://www.xsolla.com/privacypolicy/>

### **16.10. Raygun**

We use Raygun (<https://www.raygun.com>) as an error, crash and performance monitoring to help improve the quality of our services.

Raygun HQ, L7, 59 Courtenay Place, Te Aro, Wellington, 6011, New Zealand

Privacy Policy: <https://raygun.com/privacy>

### **16.11. Pantheon.io**

We use Pantheon (<https://pantheon.io/>) as our website hosting service.

Pantheon.io. 717 California Street. San Francisco, CA. USA.

Privacy Policy: <https://pantheon.io/privacy>

### **17. Raffle**

We will collect, process and use personal data as an organizer of sweepstakes, as far as this is necessary to justify the legal relationship with you as a participant and for the subsequent implementation and processing. For the handling of the raffle and the dispatch of the prizes we use a service provider Crowd9 PTY LTD. Its privacy policy can be found at <https://gleam.io/privacy>.

To participate in the competition, we require the following personal data: Your name and your e-mail address. In the event that you win, we will also need your address.

In the event that the delivery of the prize is handled by third parties (cooperation partner of ESL), we will forward to the required extent the contact details of the winner to the respective cooperation partner, so that he can get in touch with the winner.

### **18. Use of Intel Tracking Pixel**

Intel (Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95054-1549, USA) collects and processes only surfing-related technical information to display personalized ads. For this purpose, so-called tracking pixels are used to analyze the surfing behavior and thus the interests of the users. This data is used to deliver targeted advertising that better matches the interests of users. Through the Pixel and the use of our website,



your usage data (including your IP address) is transmitted to and stored by an Intel-based server based in the USA. This includes, for example, the viewed pages, possible search queries. For more information about how Intel handles personal information, see

<https://www.intel.com/content/www/us/en/privacy/intel-privacy-notice.html>

You may oppose the use of data by Intel on our websites play.eslgaming.com and eslgaming.com, by opposing the use of personalization techniques when the site is accessed. In addition, you can prevent remarketing by using third-party tools such as adblock.

## **19. ESL Anticheat & ESL Wire**

Certain information regarding your computer and software it contains is required for effective operation of our anticheat services. By installing ESL Wire or ESL Anticheat (“Clients”), you consent to the collection and analysis of information from your computer that ESL deems reasonably necessary to identify and prevent the use of cheat software, files used to gain an unfair advantage, and to enforce bans. This information collection is not strictly limited to when you are logged into the Clients. Information analyzed or collected by the Clients may include hardware, network and software identifiers; running programs; system configuration information; files or data suspected of being used to cheat or gain an unfair advantage.

After uninstalling the Clients no further data will be collected.

## **20. Information about your rights**

You can always ask for free which personal data we have stored about you. If your data is incorrect, we look forward to correcting it. Please inform us if your data has changed.

Information requests, complaints or suggestions concerning our data protection please send to the following address:

ESL Gaming GmbH

Schanzenstraße 23

51063 Köln

or via email to: [privacy@eslgaming.com](mailto:privacy@eslgaming.com)

