ØESL

MLB The Show 19 PS4 Tournaments: New Year's Cup Presented by PlayStation®

TOURNAMENT RULESET ("Official Rules")

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1. Overview

The MLB The Show 19 PS4 Tournaments: New Year's Cup ("The Cup" or "Competition") Presented by PlayStation® is operated by Turtle Entertainment (alternatively "ESL" or "Tournament Organizer"). The Cup will run from Jan 11 2020 through February 16 2020.

The Cup is a video game competition conducted using Sony Interactive Entertainment LLC ("PlayStation") MLB The Show 19 Diamond Dynasty mode ("MLB The Show 19") for the PlayStation®4 console ("PS4"). The Cup will have online qualifiers followed by online finals as detailed below.

Participants must sign up for the Cup using the integrated tournament app on the PS4 ("Tournament App") or the ESL Play landing page
(<u>https://play.eslgaming.com/mlbtheshow/playstation/mlb-the-show-19-nyc</u>).
Participants who meet the eligibility requirements in the Player Eligibility section
below (individually a "Player" or "competitor" or "Participant") must also (1) own
or have access to MLB The Show 19 on the PS4; (2) own or have access to a PS4;
(3) have a valid account on the PlayStation[™]Network ("PSN Account") and an

associated PSN ID; (4) have a valid subscription to PlayStation[™]Plus; (5) be residents of the United States or Canada.

2. Player Eligibility

2.1 Registration and acceptance of Official Rules

Player must link their PSN Account to their ESL account on the Tournament App or sign up on the ESL Play tournament hub page. Player must read the Official Rules and relevant privacy policies, including the ESL privacy policy, and agree to these rules before entering the tournament. Once a Player has registered, they are considered for eligibility for the entire Cup tournament including the live finals.

2.2 Age

Players must be at least 16 years old and age of majority in his/her jurisdiction of residence as of the date participation in the Cup.

2.3 Residency Requirement

Participants have to **live in the United States or Canada** and may be required to provide proof of residency to determine their eligibility in the Cup.

2.4 Employees & Conflicts of Interests

Employees of ESL, PlayStation, the MLB Entities, and each of their respective affiliates, subsidiaries, representatives, advertising, promotion and publicity agencies, and the immediate family members or persons living in the same household of such employees are not eligible to participate in the competition. The "**MLB Entities**" shall mean the Office of the Commissioner of Baseball ("**BOC**"), its Bureaus, Committees, Subcommittees and Councils, the Major League Baseball Clubs ("**Clubs**"), MLB Advanced Media, L.P. ("**MLBAM**"), Major League Baseball Properties, Inc., The MLB Network, LLC, each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.

3. Competition Structure

3.1 Online Qualification and Finals Schedule

The online qualifiers are scheduled to take place over the course of several months. The Tournament Organizer reserves the right to amend these dates in its sole discretion.

Qualifier type	Date
Qualifier 1	January 11 (Sat)
Qualifier 2	January 12 (Sun)
Qualifier 3	January 25 (Sat)
Qualifier 4	January 26 (Sun)
Qualifier 5	February 1 (Sat)
Qualifier 6	February 2 (Sun)
Qualifier 7	February 8 (Sat)
Qualifier 8	February 9 (Sun)
Finals event	Date
Final Day 1*	February 15 (Sat)
Final Day 2**	February 16 (Sun)

MLB The Show 19 PS4 Tournaments: New Year's Cup Schedule

*Final Day 1 - Rounds of 128 - 16. **Final Day 2 - Quarterfinals, Semifinals, Grand Final

3.2 Online Qualifiers format

Format: Swiss - 4 rounds

Game settings

- Mode: Diamond Dynasty
- Game Mode: Stats Tracked
- Innings: 3
- Hitting Difficult: Hall of Fame
- Pitching Difficult: Difficult
- Guess Pitch: OFF
- Quick Counts: OFF
- Strike Zone: ON
- Hot Zone: OFF
- Balks: OFF
- Wind: OFF
- Umpire Accuracy: Perfect
- Umpire close plays: ON
- Ejections: OFF
- Injuries: OFF
- Presentation mode: Fast play

Points ranking

- 20 Points for a "Win" (Max 80 points per qualifier and 640 for all cups)
- 5 Points for a "Loss" (Max 20 points per qualifier)

Qualification

• Players may qualify for the Cup final in one of two ways: (1) placing within the top 8 scores in any given weekly qualifier (excluding any participant who qualified in a previous weekly qualifier), or (2) placing within the top 64 scores across all weekly qualifiers (excluding any participant who qualified per sub-section (1)). Thus 128 total players will qualify for the Cup's finals. • Tiebreakers (1)

To avoid and resolve ties between players in weekly qualifiers, it is mandatory to upload an end-game screenshot directly after every game.

Tiebreaker scoring points:

- Wins: +10 points
- Runs: +1 point (each)
- Opposing Runs: -1 point (each)
- \circ Opponent forfeit: +5 points (-10 for forfeiter)
- \circ $\;$ Highest possible point total from a game: +20 points $\;$
- \circ $\;$ Highest possible point total from a qualifier: +80 points
- Tiebreaks (2)

To avoid and resolve ties between players in the overall ranking, the following points will be taken into account:

- Most wins
- Best win percentage
- Most total runs scored

Game setup instructions

Each game will be played using the Diamond Dynasty mode of MLB The Show 19.

Team Selection

The participants are required to play with their Diamond Dynasty team.

Create a Player

Created players are not allowed.

Home Field (who bats at the bottom of an inning)

Player on the left in the PS4 match event name will gets home field.

Limits

The following overall player attribute limits apply:

Position Players:

- 3 x 95+ diamond players
- 3 x 85 94 diamond players
- The rest 84 or below

Created players are not allowed

Starting Pitchers Limit:

- 2 x 95+ diamond starters
- 1 x 85 94 diamond starter
- The remaining 2, 84 or below

Created players are not allowed

Bullpen Limit:

- 2 x 95+ diamond bullpen pitchers
- 2 x 85 94 diamond bullpen pitchers
- 3 x 84 or below bullpen pitchers

Created players are not allowed Each player is required to submit a screenshot of their team and their bullpen/rotation from the Roster Management screen in Diamond Dynasty

Cup Finals Format

Mode: Diamond Dynasty

Format: Single Elimination, Best of 3 ("Bo3") - 128 Person bracket

Difficulties: Hall of Fame (Pitching + Hitting) Innings

- Rounds 128-16 **3 innings**
- Quarterfinals, Semifinals, Grand Final 9 innings

Lobby

Follow these steps to start your match:

- Add opponent to friends list
- Go to the Play tab
- Select **Diamond Dynasty**
- Go to Extended Play
- Choose Play with Friends
- **Invite** your opponent
- **Start** the match

No show

Each player has **10 minutes** to show up to a match. (Time from Point 1. +15 minutes). Not showing up within 10 minutes results in a default loss. The player that is waiting must open a ticket (by clicking on the support tab on play.eslgaming.com cup page) in order to get a default win or raise this on the discord chat with an admin.

Starting Pitcher

During the final players can't choose starting pitcher, system will randomized pitcher selection.

Seeding

Seeding for the finals will be based on a global ranking of all qualifications.

Results

Both players are responsible to enter correct results in either of the following specified ways:

- 1. On the ESL website
- 2. Through the Tournament App on PS4

Both players are required to take a screenshot at the end of the match, where the result and both player names are displayed. Players need to upload it after the match to the ESL website or the Tournament App on PS4. If you have a conflict in the match, please open a match protest on ESL Play, so the staff team can check the case and make a decision. The decision can also mean that both players are disqualified, if there is not enough proof for either player to be the clear winner. Players who falsely report a match outcome will receive one warning. A second incidence of false reporting will result in an overall standings reduction of the equivalent of four wins in qualification play, and disqualification from the ongoing tournament (qualifier or final). A third incident will result in disqualification from the whole Competition.

Match Media

All match media (screenshots and videos) must be kept for at least 15 days. In general, you should upload the match media from a match as soon as possible. Faking or manipulating match media is of course forbidden and will result in severe penalties.

Screenshots

Both participants are responsible that screenshots of the match result are uploaded at the end of the match. The screenshots must contain the nickname of both participants and the match result. Also, we recommend that players take screenshots of disputable situations (such as Disconnects, Game Settings problems, etc.). These screenshots can and will be used as evidence in case of a dispute.

During the Cup finals, participants need to submit a screenshot of starting pitching rotation. Participants cannot change/remove/or swap out any pitcher in the 3 starting rotation slots once the Cup finals begin. Failing to stick to the submitted starting pitcher will lead to a default loss of the affected game.

Match Rules

Connection Issues

If you experience connection issues in your match, please record this, leave your match and open a protest with your evidence.

Disqualification

Any Player may be disqualified immediately from the Cup, at the discretion of ESL or its designees, for any reason, including those listed below, and any failure to comply with any of ESL's user agreement (including the ESL User Agreement, Privacy & Cookie Policy, or Code of Conduct) or any user agreements, privacy policy, or other policies relating to a Player's account(s) in connection with Cup:

using any cheats, hacks or other third party "helper" applications in playing games; intentionally disconnecting from the Internet during any game;

colluding with other players in playing games;

taking advantage of known exploits in the game (it is the responsibility of players to understand and avoid all current illegal exploits. Abusive or disorderly behavior, including any use of harassing, negative, or profane language online, will not be tolerated and will also constitute grounds for immediate disqualification.

3.3 Prizing

The winners of the weekly Qualifiers will be rewarded with in-game prizes.

Winners will be contacted by ESL within 48 hours of winning a prize.

All prizing will be delivered to competitors within 60 days of the close of any segment of competition in which prizes were won.

Place	Prize
1	1,050,000 stubs
2	600,000 stubs
3-4	150,000 stubs
5-8	67,500 stubs
9-16	24,000 stubs
17-32	11,000 stubs
33-64	5,000 stubs

The final winners will be rewarded as outlined below:

Place	Prize in \$
1	4,000
2	2,000
3-4	1,000

5-8

4. General Terms

Participants' personal information will be subject to ESL's Privacy and Cookie Policy, available at <u>https://www.eslgaming.com/privacypolicy</u> for the purposes listed therein. Furthermore, Participants' personal information will be processed for the purpose of organizing, running and monitoring the competition and prize fulfillment, 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.

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. By participating in this Competition, each Participant further agrees:

(a) (To the extent permissible by law) he/she assumes sole liability for injuries, including personal injuries and/or damage to property, caused or claimed to be caused by participating in any tournament or acceptance, possession, or use of any award; and

(b) To the extent allowable under applicable law to release and hold harmless ESL, the MLB Entities and each of their agents from any and all liability or any injury, loss, damage, right, claim or action of any kind arising from or in connection with this Competitions or any Competition-related activity or the receipt, possession, use or misuse of any prize won, except for residents of the United Kingdom and France with

respect to claims resulting from death or personal injury arising from the Tournament organizer's negligence and for residents of the United Kingdom with respect to claims resulting from the tort of deceit or any other liabilities that may not be excluded by law.

By participating in this Competition, each Participant acknowledges:

(1) In regard to the Prize and any other products or services given by Tournament Organizer and its affiliates free of charge, Tournament Organizer shall only be liable for intent and gross negligence.

(2) In all other cases, the Tournament Organizer shall only be liable to cases of intent and gross negligence. In case of slight negligence, however, Tournament Organizer is only liable for the breach of essential contractual obligations, such as delay or impossibility of performance, which Tournament Organizer can be made responsible for. The liability in the event of breach of such an essential contractual obligation is limited to the typical contractual damage, whose occurrence could be expected by Tournament Organizer upon conclusion of the contract on account of the circumstances known at that time. "Essential contractual obligations" as previously stated are those obligations whose fulfillment is essential to enable the proper implementation of the contract and the achievement of its purpose and whose observation you as an end consumer may rely upon. The foregoing limitations of liability shall not apply in the case of explicit guarantees by Tournament Organizer, in case of malice and injuries to life, body or health as well as in the case of mandatory statutory regulations.

(c) That the Tournament Organizer's decisions will be final and binding on all matters related to this Competition.

(d) The Competition is governed by the laws of the State of California and all claims must be resolved in the United States.

Nothing in these Official Rules shall have the effect to deprive you of the consumer protection rights granted to you by the laws of your residence that cannot be derogated from by agreement.

(e) The Tournament Organizer reserves the right to cancel, suspend and/or modify

the Competition, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Competition, as determined by Tournament Organizer in its sole discretion. If terminated, Tournament Organizer may, in its sole discretion, determine the winners from among all non-suspect, eligible entries received up to time of such action using the judging procedure outlined above. Tournament Organizer, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of these Official Rules or those of any other Competition or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, should such an attempt be made, Tournament Organizer reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Tournament Organizer's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

(f) By accepting any of the prizes, you acknowledge and agree that the Tournament Organizer and its designees (including but not limited to the MLB Entities) have the right to use the below information and any other information provided in the Cup in the administration, marketing, and promotion of the Cup, without further consent or compensation to you, unless otherwise noted below:

Background info: Full name, country of residency, age, platform, persona (including PSN ID) Social Media info: Twitter handle and Twitch account (if applicable)

(G) 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.

As between Player and Tournament Organizer, all commercial rights (including without limitation any and all marketing and media rights) relating to the Cup belong to Tournament Organizer and its licensors.

Participant shall not associate themselves with the Cup, ESL, PlayStation or the MLB Entities in any commercial manner, nor use any intellectual property rights of those parties, nor shall they permit any third parties to do so, without the prior written consent of Tournament Organizer or the applicable rights holders, which consent may be granted or withheld in each of their sole discretion.

Any Participant or Participant ad sponsor wishing to carry out or facilitate any promotional or marketing activities with respect to the Cup, will need prior written consent from Tournament Organizer or from the respective rights holders, which may be granted or withheld in each of their sole discretion.

The recording and dissemination of images or footage of the Cup for commercial purposes by or on behalf of Participant is strictly prohibited.

APPENDIX A: CODE OF CONDUCT

The below Code of Conduct applies to all Players in the Cup 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

Competitor must conduct themselves in a reasonable manner, maintaining an appropriate demeanor 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 demeanor 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 behavior, 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.

Damage and/or abuse to game consoles, controllers, or any tournament equipment 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.

No Players may accept any gifts, rewards, or compensation for services that are promised to be rendered in connection with competing in the Cup. The only exception to this rule is for players with sponsors who are paying them based on their performance.

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 Cup to be engaging in Collusion will be removed from the competition, be forced to return any compensation and prizes they've received.

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 in the Cup.

Any form of match-fixing.

Soft play, defined as a player not trying their hardest in an attempt to allow an opponent to

run up the score. 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) Disqualification from the Cup

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

PLAYER SPONSORSHIP

Players in the Cup 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 Cup. Tournament Organizer and its designees reserve the right to update the below list at any time. The following is a nonexclusive list of prohibited ad sponsors:

Gambling or gambling websites Alcohol, Tobacco, and/or Non-"over-the-counter" Drugs Firearms or any type of weapons Pornographic or adult material Products or services from direct competitors of PlayStation, its partners, and its other subsidiary brands

Direct competitors of PlayStation

Tournament Organizer reserves the right to prohibit any third party at their sole discretion. The Cup is in no way sponsored, administered, executed or produced by any of the MLB Entities. Major League Baseball trademarks, service marks and copyrights are proprietary to the MLB Entities. All rights reserved.