



## Under Night: In-Birth PS4 Tournaments, Fight Nights

### TOURNAMENT RULESET

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## 1. Overview

The Under Night: In-Birth PS4™ Tournaments, Fight Nights (“UNFN” or “Competition”) is operated by ESL Gaming (alternatively “ESL” or “Tournament Organizer”).

The UNFN is a video game competition conducted using Arc System Works Under Night: In-Birth (“UN:IB”) created for the PlayStation®4 console (“PS4”) on the PS4.

PS4 Tournaments is in no way sponsored, endorsed or administered by, or associated with, Arc System Works.

If you have any questions about this competition, its registration process and how to participate, please visit [PlayStation Tournaments Discord server](#).

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## 2. Player Eligibility & Registration

### 2.1 Eligibility Requirements

Only eligible individuals can participate in the Competition.

Employees of ESL, Sony Interactive Entertainment LLC ("SIE"), Arc System Works (alternatively "Publisher") and its respective affiliates, subsidiaries, representatives, advertising, promotion and publicity agencies, and the immediate family members or persons living in the same household of such employee are not eligible to participate in the competition.

Individuals who wish to participate must:

- A. be residents of a participating jurisdiction as outlined in Appendix B: Countries/Areas & Age.
- B. be eligible to play SOULCALIBUR VI according to their local age restrictions, throughout the Tournament, as outlined in Appendix B: Countries/Areas & Age. Players who are minors (under 18 years old), must obtain consent from their parents or legal guardians to enter the Competition. If minor Players have entered Competition, it shall be deemed that they have obtained the required prior consent from their parents or legal guardians. A player will be disqualified where that Player cannot demonstrate, to the satisfaction of the Tournament Organiser, that they have obtained the requisite consent.
- C. at all material times during the Tournament own or have access to a PS4 version of SOULCALIBUR VI and play ALL matches on a PlayStation®4 console with a compatible controller;
- D. have a valid account for PlayStation Network ("Account for PSN") and an associated PSN ID;
- E. have a valid PlayStation®Plus subscription
- F. have a valid ESL account;
- G. have at least 5Mb of internet connection bandwidth to be able to broadcast;
- H. confirm acceptance of the terms and conditions governing this Tournament ("UNFN Ruleset" (see 2.2 below for how to accept).

Individuals who meet all of the eligibility requirements listed above are referred to hereafter as "Players".

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If at any point during the Tournament, the Tournament Organiser becomes aware that an individual does not meet any one of the eligibility requirements they will be removed from participating in the Tournament and/or prevented from winning a prize.

## 2.2 Registration

To register, Players must:

1. sign up for UNFN using the integrated tournament app on the PS4 ("Tournament App") through [compete.playstation.com](https://compete.playstation.com) or the ESL Play tournament hub page [play.eslgaming.com/undernight](https://play.eslgaming.com/undernight)
2. link their Account for PSN to their ESL account on the Tournament App or on the ESL Play tournament hub page;
3. Read and accept the UNFN Ruleset and relevant privacy policies, including the ESL privacy policy. For more information on how ESL will process your information, please review section 6 ("General Terms") below.

## 3. Tournament Structure

The UNFN will be run in the following regions:

- Europe
- North America

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

### 3.1 Registration & Format

#### Registration

All Players can participate in the tournament .

- Mode: 1on1
- Random player seeding
- Tournament system:
  - Single Elimination - Best of 3
  - Over 256 teams - Swiss
    - Number of rounds: 4+
    - No elimination until round 4, after that there will be elimination after

- 1 loss
- The 5th Swiss round will start for only the teams with a 4:0 score.
- If there's less than 16 teams with a 4:0 score additional teams will be added according to the ranking
- Round 6th will start only for teams that went 5:0 score

\*Swiss is a cup system where you won't get kicked out of a Swiss cup after your first loss, you will stay in the Swiss cup until a certain loss-threshold has been reached or the cup has finished. Every Swiss cup has a fixed amount of rounds. In every round you will be matched against opponents of your skill group, based on the current player score (for example, players who have a 1-1 score face others with the same score). A ranking will be shown at the end of the cup based on the points of every Player's performance.

### Ranking and tiebreaker system

Final position in the ranking will be determined by the number of wins, or if equal than determined - by tiebreakers. Tiebreaker system takes three values into account which are described below.

- **Tiebreaker 1 (Buchholz system):** represents the sum of the opponents wins.
- **Tiebreaker 2 (W/L Sum):** represents the performance of opponents that a player played during the tournament. Players who played against stronger opponents will be ranked higher within the standings of the tournament. To calculate this value, sum the number of points each opponent contributes. Opponents contribute +1 for each win they accumulate throughout the tournament and -1 for each loss they accumulate throughout the tournament. Each single opponent may never contribute less than -3 points to a player's first tiebreaker. Default wins contribute 0 points to the player's W/L Sum tiebreaker.
- **Tiebreaker 3 (First Tiebreaker Sum):** represents the performance of the opponents that all of a Player's opponents played. Players who played against opponents who consistently played against stronger opponents throughout the Tournament will be ranked higher within the standings of the tournament. To calculate this value, total the sum of W/L Sum for all opponents that the player played. Default wins contribute 0 points to the players Second Tiebreaker Sum tiebreaker.

## 3.2 Match Rules

### Match start time

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All matches are played at the scheduled match time. To see the match times, go to the match event page on your PlayStation®4 console by going to My Events.

### Joining your game lobby

1. Access the match event page (you will be able to see it in the "My Events" tab)
2. Click "Join Now" option
3. The result will be automatically submitted at the end of the match

### Match details

- Best of 3 games
- Room Capacity: 2
- Speed Restriction: none
- Network Restriction: none
- Rotation style: All-Out Battle
- Consecutive Play: None
- Rematch Limit: Win 2 matches
- Round Time: Normal
- Auto-Pass Function: Don't Use
- Skip Time: None
- Allow Share Function: Allow

### No show

Each Player has **10 minutes** to show up to a match. (scheduled match start time +10 minutes). Not showing up within 10 minutes results in a default loss. The player that is waiting must create a Protest Ticket (which is available in the match event page).

### Results

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

### Disconnection

In the event of a player disconnecting, that player will forfeit the entire game, not just a round. It will be the sole responsibility of the Player that got disconnected to connect to his opponent within 5 minutes.

### Match Disputes

- If any issues are encountered in a match, it's the players responsibility to create a dispute and reach out to the admin team.

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- In order to create a dispute, go to the match page on your PlayStation®4 console and select the option “Go to Support Page”
  - Players are responsible for providing proof of match results in case of disputes. This can be done with screenshots of each victory or video replays uploaded to websites such as Youtube or Twitch.

## 3.3 Match Media

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

- Twitch livestream VODs (with clear naming of the players, selected teams, date, tournament round)
- Screenshots (or photographs) showing both players and the result/issue

# 4. Prizing

## 4.1 Prizing breakdown per month

Players can participate in this Competition against Players from across their Tournament Region (as defined in Appendix B). As a result, prize winners are not guaranteed to be participants from any particular country except where stated otherwise. The following prizes for the Tournament will be distributed to the Players based on their finishing position/point of exit from the Tournament as stated below:

### Prize distribution

1st place: \$200

2st place: \$100

3rd-4th place: \$50

5th-8th place: \$25

Cash prize values referenced are always before taxes. For this competition ESL uses [Matcherino](#) to deliver prize money. Matcherino will automatically deduct any applicable taxes from prize winnings, except where prohibited by local law.

All the Players that participate and play a least one round will receive:

- PS4 Tournaments Base Theme and Avatar (can only be won once per player)
- Game Base Theme and Avatar (can only be won once per player)
- TOP40% of the Players will receive an exclusive Game Elite Theme and Avatar (can only be won once per Player)
- TOP40% of the Players will receive an exclusive PS4 Tournaments Elite Theme and Avatar (can only be won once per Player)
- The winner will receive the PS4 Tournaments Champions Theme and Avatar along with the exclusive Game Champions Theme and Avatar (can only be won once per player)

## 4.2 Prizing Terms and Conditions

Prizes are not transferable. No substitution of Prizes for other goods and services is permitted, except ESL reserves the right to provide a substitute Prize of approximately equal value if the advertised prize is unavailable. All expenses not specified above, including, without limitation, all applicable federal, state, and local taxes, and international tariffs are the sole responsibility of the individual Winner.

Receiving a prize is contingent upon compliance with these Official Rules; all prizes claimed in accordance with these Official Rules will be awarded. In the event that a potential winner is disqualified, or the prize is forfeited for any reason, ESL will award the applicable prize, time permitting given the nature of the prize, to the next eligible runner-up . Only 3 alternate runner-up winners will be chosen, after which the Tournament Organiser retains the discretion to donate the applicable prize to a charity of ESL's choosing. Potential winners may be required to provide a shipping address to claim the prize. Allow up to 3 months for delivery of prizes.

## 5. Game Coverage

SIE reserves exclusive rights to the coverage of PS4 Fight Nights matches. This includes all forms of transmission, including IRC Bots, Shoutcast-streams, live broadcasts on platforms like Twitch, Youtube and the likes. SIE can assign the coverage rights of a match or of several matches to a third party or to the actual players themselves. In this case, terms and conditions would have to be arranged with SIEmanagement, or ESL as Tournament Organiser, before the match is shown. In case of a broadcasted Final, additional rules can apply. In this case all participants will be informed of the new ruleset within their invitation

SIE or ESL as Tournament Organiser, will contact any player or team if they wish to broadcast one of their matches. If no contact is made within 24 hours before match starts, Players are allowed to arrange their own broadcasts.

## 6. General Terms

Players' personal data will be collected, shared, and used subject to ESL's [Privacy Policy](#) which includes ESL's sharing of personal data with SIE. By choosing to participate in the Tournament, you agree to such Privacy Policy and data sharing with SIE. Players' personal data will be processed for the purpose of organising, running and monitoring the Competition and prize fulfilment, including, publishing Player's names in public brackets, and if a Player wins a prize, publishing (i) their name on the Winner(s) List and (ii) their name and country of residence online (including but not limited to social media or the ESL Website) in connection with the Competition. Please note that if you choose to link your Account for PlayStation Network with ESL and participate in the Tournament, your personal data, name and country, as mentioned before, will be displayed publicly regardless of any choice you made to hide [Game Name] in your Account for PlayStation Network or console privacy settings.

Players can remove their name from the Winner(s) List by unlinking their PSN and ESL account and deleting their ESL account.

Personal data will be processed in Germany, in the European Union, or any other country in which, ESL, its subsidiaries, or third party agents operate. By entering the Competition, you consent to your personal data being transferred to recipients in the United States and other countries that may not offer the same level of data protection as the laws in your country/area of residence or citizenship.

Players have the right to access, delete, and correct their personal data on their ESL [account page](#).

1. Sign into [your ESL account](#)
2. Edit your personal data
3. Save

By participating in this Competition, each Player further agrees:

(a) That the tournament organiser's decisions will be final and binding on all matters related to this Competition;

(b) The Competition is governed by the laws of the State of California and all claims must be resolved in the United States. Nothing in these Official Rules shall have the effect to deprive



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you of the consumer protection rights granted to you by the laws of your country of residence that cannot be derogated from by agreement.

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

(d) To the fullest extent permitted by applicable law, by participating in the Competition each Player agrees (or, if a minor, such player's parent or legal guardian agrees on such Player's behalf) to completely release and hold harmless Sony Interactive Entertainment Inc., Sony Interactive Entertainment Europe Ltd., and Sony Interactive Entertainment LLC, and each of their respective employees, agents, parents, subsidiaries, and affiliates from any and all liability or any injury, loss or damage of any kind arising in connection with the Competition.

(e) By accepting any of the prizes, you acknowledge and agree that the Tournament Organiser and its designees have the right to use the below information and any other information provided in the administration, marketing, and promotion of the UNFN, without further consent or compensation to you, unless otherwise noted below:

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

(f) 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 Player's statutory consumer rights.

### **Commercial Rights**

All commercial rights (including without limitation any and all marketing and media rights) relating to the UNFN belong to Tournament Organizer and its licensors.

Players shall not associate themselves with the UNFN, ESL, Arc System Works, or SIE 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 Player or Player ad sponsor wishing to carry out or facilitate any promotional or marketing activities with respect to the UNFN, 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 UNFN for commercial purposes by or on behalf of Players is strictly prohibited.

"PlayStation" and "PS4" are trademarks or registered trademarks of Sony Interactive Entertainment Inc.

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# Appendix A: Code of Conduct

This Code of Conduct applies to all Players in the UNFN at all levels of the Competition unless otherwise specified.

Where a Player is found to have acted in contravention of the Code of Conduct, the Tournament Organiser reserves the right to levy penalties, sanction or disqualify any Player at its discretion.

## **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.

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.

Players must not disclose any confidential information provided by the tournament organiser or any of its affiliates to any other people or groups of people, including via social media.

## **COLLUSION POLICY**

Collusion is defined as any agreement among two or more Players to disadvantage other Players in the Competition. Collusion between Players is strictly prohibited. Any Players determined by the tournament organiser at any phase of the UNFN to be engaging in collusion will be removed from the Competition, be forced to return any compensation and/or prizes they've received.

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Examples of collusion include, but are not limited to:

- Intentionally losing a match for any reason.
- Playing on behalf of another Player, including using a secondary account, to aid them.
- Any form of match-fixing.
- Agreeing to split prize money.

## **PENALTIES**

Violation of any part of these Official Rules will, at the Tournament organiser's election, result in (a) sanction(s) and/or (b) loss of winner status. All Players must follow the tournament organiser's directions. All decisions and rulings of the tournament organiser are final and binding. The Tournament organiser reserves the right to sanction any Player in competition at any level, at any time for any reason. Sanctions may include, in no particular order, the following:

- Warning
- Reprimand
- Forfeiture of single match
- Forfeiture of all matches
- Loss of awards (including prize money and other paid expenses)
- Disqualification from the UNFN

The tournament organiser also has the right to publicly announce penalties that have been levied on Players. Players who have been penalized by the tournament organizer hereby waive any right of legal action against the UNFN and PlayStation, and/or any of its affiliates.

Please note that this Code of Conduct is in addition to the code of conduct in the PlayStation Network Terms of Service and User Agreement and any game-specific terms of service that may be applicable to your participation in the UNFN.

## **PLAYER SPONSORSHIP**

Players in the UNFN 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 UNFN. 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

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- Firearms or any type of weapons
  - Pornographic or adult material
  - Products or services from direct competitors of PlayStation, its partners, and its other subsidiary brands
  - Direct competitors of PlayStation

Tournament Organizer reserves the right to prohibit any third party at their sole discretion.

## Appendix B: Countries / Areas & Age

Below is a comprehensive list of all eligible countries, their respective tournament region and minimum age required to participate in the UNFN:

<b>Country</b>	<b>Region</b>	<b>Age</b>
Canada	North America	18
Mexico	North America	18
United States	North America	18
Austria	Europe	18
Belgium	Europe	18
Bulgaria	Europe	18
Croatia	Europe	18
Cyprus	Europe	18
Czech Republic	Europe	18
Denmark	Europe	18
France	Europe	18
Finland	Europe	18
Germany	Europe	18
Greece	Europe	18
Hungary	Europe	18
Iceland	Europe	18
Ireland	Europe	18
Italy	Europe	18
Luxembourg	Europe	18
Malta	Europe	18
Netherlands	Europe	18
Norway	Europe	18
Poland	Europe	18
Portugal	Europe	18
Romania	Europe	18
Slovakia	Europe	18
Slovenia	Europe	18
South Africa	Europe	18
Spain	Europe	18
Sweden	Europe	18
Switzerland	Europe	18
Turkey	Europe	18
Ukraine	Europe	18
United Kingdom	Europe	18