

## FIFA 21 PS4 Tournaments, FUT New Year Kick Off

## TOURNAMENT RULESET

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## 1. Overview

The FIFA 21 PS4 Tournaments, FUT New Year Kick Off ("FIFA21FNYKO" or "Competition") is operated by ESL Gaming (alternatively "ESL" or "Tournament Organizer").

The FIFA21FNYKO is a video game competition conducted using EA Sports FIFA 21 ("FIFA 21") for the PlayStation®4 console ("PS4"). FIFA21FNYKO will have seven online tournaments.



PS4 Tournaments is in no way sponsored, endorsed or administered by, or associated with, EA Sports.

# 2. Player Eligibility

## 2.1 Registration and acceptance of official rules

Participants must sign up for FIFA21FNYKO using the integrated tournament app on the PS4 ("Tournament App"), through compete.playstation.com or the ESL Play landing page to be considered for eligibility. 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 FIFA 21 on the PS4; (2) own or have access to a PS4 and compatible controller; (3) have a valid account for PlayStation Network ("Account for PSN") and an associated PSN ID; (4) have a valid subscription to an active PlayStation Plus membership; (5) be residents of an applicable jurisdiction as outlined in Appendix B. (6) have at least 5Mb of internet connection bandwidth to be able to broadcast.

Players must link their Account for PSN to their ESL account on the Tournament App or on the ESL Play tournament hub page. Players must read the FIFA21FNYKO ruleset and relevant privacy policies, including the <u>ESL privacy policy</u>, and agree to these rules before entering the tournament. Once a Player has registered, they are considered for eligibility for the entire FIFA21FNYKO, as outlined in Section 3. Competition Structure.

## **2.2 Age**

Players must be eligible to play FIFA 21 according to their local age restrictions, at the point of tournament registration, as outlined in Appendix B: Countries & Age.

## 2.3 Employees & Conflicts of Interests

Employees of ESL, Sony Interactive Entertainment LLC ("PlayStation"), EA Sports (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.

# 3. Competition Structure

The FIFA21FNYKO will be run in the following regions:

- Europe
- North America
- South America

Dates: December 26, 2020 - January 1, 2021

## 3.1 Daily Tournaments

#### Registration

All players are eligible to participate in daily tournaments.

#### **Tournament Format Details**

• Mode: 1on1

Random player seeding

• Tournament system: Swiss\*

Number of rounds: 8

Elimination after 4 loses

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

\*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 contestant'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 players 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

All matches are played on the scheduled match time. To see the match schedule, access the match event page in your PS4 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**

Game mode: FIFA Ultimate Team

Match duration: 12 minutes (6 minutes per half)

• **Controls**: Any

• **Game Speed**: Normal

• In case of draw: Extra time and penalties if needed

#### 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 Support 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 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.
- In order to create a dispute, go to the match page in your PS4 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 fighters, date, tournament round)
- Screenshots (or photographs) showing both players and the result/issue

# 4. Prizing

## 4.1 Prize distribution for daily tournaments:

1st place: 36,000 FIFA Points\*

2nd-4th place: 24,000 FIFA Points\* 5th-6th place: 13,800 FIFA Points\*

7th place: 9,200 FIFA Points\* 8th place: 4,600 FIFA Points\*

9th-13th place:2,200 FIFA Points\* 17th - 32nd place: 1,600 FIFA Points\* 33rd - 200th place: 500 FIFA Points\*





## 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 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

PlayStation reserves exclusive rights to the coverage of PS4 Open Series matches. This includes all forms of transmission, including IRC Bots, Shoutcast-streams, live broadcasts on platforms like Twitch, Youtube and the likes. PlayStation can assign the coverage rights of a match or of several matches to a third party or to the actual players themselves. In this case, terms and conditions would have to be arranged with PlayStation management, or ESL as tournament organizer, before the match.

In general, PlayStation or ESL as tournament organizer, will contact any player or team if they wish to broadcast one of their matches. If no contact is made, individual players are allowed to arrange their own broadcasts.





## 6. General Terms

Participants' personal information will be subject to ESL's Privacy and Cookie Policy, available at for the purposes listed therein. Furthermore, Participants' personal information will be processed for the purpose of organizing, running and monitoring the Competition and prize fulfilment, including, if Participant wins a prize, publishing (i) their name on the Winner(s) List and (ii) their name and country of residence online or in any other media in connection with the Competition.

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

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

Participants have the right to access, withdraw, and correct their personal information on their account page.

By participating in this Competition, each Participant further agrees:

(a) (To the extent permissible by law) 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 and, in Australia, subject to and without excluding, restricting or modifying any rights or remedies to which the participant may be entitled as a consumer under the consumer guarantee provisions of the Australian Consumer Law in relation to the operation of the Competition and any prize won, to release and hold harmless ESL and its 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 fulfilment 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 organiser'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 from US based participants must be resolved in the United States.

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

- (e) 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, the 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.
- (f) 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 FIFA21FNYKO in the administration, marketing, and promotion of the FIFA21FNYKO, without further consent or compensation to you, unless otherwise noted below:

Background info: Full name, country of residency, age, platform, persona (including PSN

ID), likeness

Social Media info: Twitter handle and Twitch account (if applicable)





(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.

All commercial rights (including without limitation any and all marketing and media rights) relating to the FIFA21FNYKO belong to Tournament Organizer and its licensors. Participant shall not associate themselves with the FIFA21FNYKO, ESL, EA Sports, or PlayStation in any commercial manner, nor use any intellectual property rights of those parties, nor shall they permit any third parties to do so, without the prior written consent of 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 FIFA21FNYKO, 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 FIFA21FNYKO for commercial purposes by or on behalf of participants is strictly prohibited.

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

### **Appendix A: Code of Conduct**

The below Code of Conduct applies to all Players in the FIFA21FNYKO at all levels of the competition unless otherwise specified. The tournament organiser reserves the right to levy penalties, sanction or disqualify any player at its discretion.





#### **PLAYER BEHAVIOR**

Competitors must conduct themselves in a reasonable manner, maintaining an appropriate demeanour to spectators, members of the press, tournament administrators, and to other Players. These requirements apply to both offline and online, including with respect to social media conduct and activity on live streams. All Players are expected to adhere to these standards of sportsmanship.

#### **DURING THE TOURNAMENT:**

Players must conduct themselves in a reasonable manner, maintaining an appropriate demeanour to spectators, members of the press, tournament administrators, and to other Players. These requirements apply to both offline and online, including with respect to social media conduct. All players are expected to adhere to the standards of good sportsmanship at all times.

Players will refrain from using vulgar or offensive language.

Abusive behaviour, including harassment and threats is prohibited.

Physical abuse, fighting or any threatening action or threatening language, directed at any Player, spectator, official or any other person is prohibited.

Any action that interferes with play of a game, including but not limited to purposely breaking a game station, interfering with power, and abuse of in-game pausing, is prohibited and can result in match forfeiture and/or disqualification from the competition.

Gambling, including betting on the outcome of games, is prohibited.

All Players must not disclose any confidential information provided by the tournament 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 FIFA21FNYKO to be engaging in Collusion will be removed from the competition, be forced to return any compensation and prizes they've received from Live Events.

Examples of collusion include, but are not limited to:

Intentionally losing a match for any reason.

Playing on behalf of another competitor, including using a secondary account, to aid them.

Any form of match-fixing.

Agreeing to split prize money.

#### **PENALTIES**

Violation of any part of these Official Rules will, at the Tournament 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 FIFA21FNYKO



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 FIFA21FNYKO and PlayStation, and/or any of its affiliates.

#### PLAYER SPONSORSHIP

Players in the FIFA21FNYKO 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 FIFA21FNYKO. 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.





## **Appendix B: Countries & Age**

Austria	Europe	16
Bulgaria	Europe	16
Croatia	Europe	16
Cyprus	Europe	16
Czech Republic	Europe	16
Denmark	Europe	16
Finland	Europe	16
France	Europe	16
Germany	Europe	16
Greece	Europe	16
Hungary	Europe	16
Ireland	Europe	16
ltaly	Europe	16
Luxembourg	Europe	16
Malta	Europe	16
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Netherlands	Europe	16
Norway	Europe	16
Poland	Europe	16
Portugal	Europe	16
Romania	Europe	16
Russian Federation	Europe	16
Slovakia	Europe	16
Slovenia	Europe	16
Spain	Europe	16
Sweden	Europe	16
Switzerland	Europe	16
Turkey	Europe	16
Ukraine	Europe	16
United Kingdom	Europe	16
Canada	North America	16
Mexico	North America	16
United States	North America	16
Argentina	South America	16
Bolivia	South America	16
Brazil	South America	16
Chile	South America	16



Colombia	South America	16
Costa Rica	South America	16
Ecuador	South America	16
El Salvador	South America	16
Guatemala	South America	16
Honduras	South America	16
Nicaragua	South America	16
Panama	South America	16
Paraguay	South America	16
Peru	South America	16
Uruguay	South America	16