



## Losty's Tower Mortal Kombat 11

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# 1. Overview

The Mortal Kombat 11 PS4 Tournaments, Losty's Tower Qualifier ("Mortal Kombat 11 Ultimate PS4 LOSTy's Tower Qualifier" or "Competition") is operated by ESL Gaming (alternatively "ESL" or "Tournament Organizer").

Mortal Kombat 11 Ultimate PS4 LOSTy's Tower Qualifier is a video game competition conducted using Warner Bros. Interactive Entertainment Mortal Kombat 11 ("MK11") for the PlayStation®4 console ("PS4").

PS4 Tournaments is in no way sponsored, endorsed or administered by, or associated with, Warner Bros. Interactive Entertainment.

## 2. Player Eligibility

### 2.1 Registration and acceptance of official rules

Participants must sign up for Mortal Kombat 11 Ultimate PS4 LOSTy's Tower Qualifier using the integrated tournament app on the PS4 ("Tournament App") 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 Mortal Kombat 11 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 Mortal Kombat 11 Ultimate PS4 LOSTy's Tower Qualifier ruleset 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 Mortal Kombat 11 Ultimate PS4 LOSTy's Tower Qualifier, as outlined in Section 3. Competition Structure.

### 2.2 Age

Players must be eligible to play Mortal Kombat 11 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"), Warner Bros.

Interactive Entertainment (alternatively "WB" or "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 employees are not eligible to participate in the competition.

## 3. Competition Structure

The Mortal Kombat 11 Ultimate PS4 LOSTy's Tower Qualifier will be run in the following regions:

- Europe
- North America

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

### 3.1 Open Qualifiers

#### Registration

All players are eligible to participate in Open Qualifiers tournaments.

#### Tournament Format Details

- Mode: 1on1
- Random player seeding
- Tournament system: Swiss\*
- Number of rounds: 8
- elimination after 2 loss

From each Open Qualifier, the TOP4 qualify for the Seed Tournament and Broadcasted Finals.

\*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 opponent's 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 player's Second Tiebreaker Sum tiebreaker.

## 3.2 Seed Tournament

### Registration

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Players who qualify from Open Qualifiers will be invited to the upcoming Seed tournament. Invited players will be able to see their invitation via email and in their PS4 Notifications. Invited players need to sign-up and check-in to the eligible tournaments in order to participate.

### Tournament Format Details

**A game will be played between the best of each qualifier to determine the seed in the final. The method to be used is 1st NAE vs 1st NAW, 2nd NAE vs 2nd NAW and so on, the winner of each match will get the highest seed and the loser the next seed.**

In case a player/players do not show up they will get the lowest seed, if a game is not played due to the absence of both players the seed of the player/players will be determined depending on their performance during the qualifiers.

- Mode: 1on1
- Player seeding: position is taken from the player's best qualification result in the open qualifiers. In case a player has played more than 1 open qualifier, his best position will prevail. In case of a tie, the player with fewer tries takes the spot.
- Tournament system:
  - Single elimination bracket

## 3.4 Final tournament

### Registration

Players who qualify from Open Qualifiers will be invited to the upcoming Final tournament. Invited players will be able to see their invitation via email and in their PS4 Notifications. Invited players need to sign-up and check-in to the eligible tournaments in order to participate.

For the Broadcast Finals, players will be able to see their invitation via email. Invited players need to confirm participation with the admin team via email within 24 hours and

perform a Discord check-in the day prior to competition. During the Discord check-in, players will need to provide a "PS4 connection status" screenshot showing their bandwidth capabilities in order to guarantee the quality and stability of the stream during the tournament.

### Tournament Format Details

- Mode: 1on1
- Player seeding: position is taken from the player's best qualification result in the Seed Tournament
- Tournament system: **KotH style** single elimination bracket.

### KotH style

This format will replicate a classic Mortal Kombat 11 tower using the KotH rules where the winner of the match is the one who will continue to advance, players will be ordered so that the lowest seed will be at the bottom of the tower and the highest will be at the top. Just like a traditional tower, the player with the lowest seed will have to climb this tower, in case of losing the winner of that game will continue climbing the tower until getting an absolute winner (KotH format), who will fight with the final boss.

## 3.5 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

### Open Tournament Match details

- Tournament Mode Default Options
- Best of 3 games
- Game Timer: 90 seconds
- Arena Select: Off
- Interactables: On
- Variations: Tournament Mode Variations

### Seed Tournament Match details

- Tournament Mode Default Options
- Best of 5 games
- Game Timer: 90 seconds
- Arena Select: Off
- Interactables: On
- Variations: Tournament Mode Variations

### Final Tournament Match details

- Tournament Mode Default Options
- Best of 5 games
- Game Timer: 90 seconds
- Arena Select: Off
- Interactables: On
- Variations: Tournament Mode Variations

### 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 on the match event page).

### Results

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

### Ties

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Since games cannot end in ties, when the 90 seconds runs out, whoever has the most remaining health will win the round. If both players enter a match extension, they are to play out the extension.

### **Disconnection**

- In the event of a common "Game Session has ended" disconnect, both players restart the best of 3 or 5 games.
- 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 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.

## **3.6 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.



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## 4. Prizing

### Prize distribution for Open Qualifiers

1st place: \$100 + Final Tournament Spot

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

- TOP4 players of each Open Qualifiers will get a spot on the Final Tournament

### Prize distribution for Final Tournament

1st place: \$500

2nd place: \$250

3rd - 4th place: \$150

5th - 8th place: \$75

Cash prizes are always before taxes. For this competition, ESL uses [Matcherino](#) to deliver prize money. Matcherino will automatically deduct taxes from the prize winnings, based on local law.

### 4.1 Prizing Terms and Conditions

Prizes are not transferable. No substitution of Prizes for other goods and services is permitted, except that 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 Competitor. 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 Mortal Kombat 11 Ultimate PS4 LOSTy's Tower Qualifier 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 privacy policy](#) 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 fulfillment, including, if Participant wins a prize, publishing (i) their

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

(c) 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 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) By accepting any of the prizes, you acknowledge and agree that the Tournament Organizer and its designees have the right to use the below information and any other information provided in the Mortal Kombat 11 Ultimate PS4 LOSTy's Tower Qualifier in the administration, marketing, and promotion of the Mortal Kombat 11 Ultimate PS4 LOSTy's Tower Qualifier, 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)

(e) 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 Mortal Kombat 11 Ultimate PS4 LOSTy's Tower Qualifier belong to Tournament Organizer and its licensors.

Participant shall not associate themselves with the Mortal Kombat 11 Ultimate PS4 LOSTy's Tower Qualifier, ESL, WB, 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 Mortal Kombat 11 Ultimate PS4 LOSTy's Tower Qualifier, 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 Mortal Kombat 11 Ultimate PS4 LOSTy's Tower Qualifier for commercial purposes by or on behalf of the Participant is strictly prohibited.

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

### **Player Grant of Rights**

Player gives and grants to ESL Gaming GmbH and their respective licensees, successors, and assigns as well as Sony Interactive Entertainment LLC, 2207 Bridgepointe Parkway, San Mateo, CA 94404 United States (herein collectively called the "Licensed Parties"),

a) the right to record Player's name, nickname, photograph, picture, likeness, performance, spoken word and voice, statements, interviews (collectively referred to as "Player's Likeness") during or in connection with the competition with the resulting work in which Player's Likeness is embodied referred to as the "Recordings"; and

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b) the non-revocable, transferable, sublicensable, perpetual and worldwide right to exploit any and all Recordings, in particular Player's Likeness included in the Recordings, in whole or in part (as videos, images and/or video stills), in all media now known or later created, in particular to broadcast and/or to make available on-demand such Recordings for any purpose. The rights granted to the Licensed Parties shall exist regardless on what technology the exercising of the rights is based; the grant of rights does in particular not depend on the type of data transmission (analogue or digital), the means currently used for data transmission, the customers' receiving devices (stationary, mobile devices and/or any other device technically capable of accessing and/or displaying the Recordings) or the customers' receiving software (e.g. browser or app) or whether the Recordings are provided to the end customer for a fee (e.g. basic pay, pay per view, pay per month, transactional-based or subscription-based) or free of charge (e.g. free TV, free-ad-based VOD or free VOD).

3. Player agrees that all Recordings taken by the Licensed Parties are owned by the Licensed Parties and that the Licensed Parties have unlimited editing rights (i.e. to shorten the Recordings, divide them, cut them, combine them with advertising and/or other works) and may use and reuse such Recordings in particular for the purpose of marketing and promotion of the competition. Additionally, the Licensed Parties may copyright material containing the same.

4. Player agrees that no material and/or Recordings need to be submitted to Player for any further approval, and the Licensed Parties will be without liability to Player for any distortion or illusionary effect resulting from the use or publication of Player's Likeness.

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## APPENDIX A: CODE OF CONDUCT

The below Code of Conduct applies to all Players in the Mortal Kombat 11 Ultimate PS4 LOSTy's Tower Qualifier 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.

### TITLES ON THE CUSTOM VARIATIONS MOVESETS

It is forbidden to use any inappropriate (rude, insulting or wrong) titles on the Custom Variations movesets.

### PLAYER BEHAVIOR

Competitors 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.

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 Mortal Kombat 11 Ultimate PS4 LOSTy's Tower Qualifier 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



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Forfeiture of single match

Forfeiture of all matches

Loss of awards (including prize money and other paid expenses)

Disqualification from the Mortal Kombat 11 Ultimate PS4 LOSTy's Tower Qualifier

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 Mortal Kombat 11 Ultimate PS4 LOSTy's Tower Qualifier and PlayStation, and/or any of its affiliates.

### **PLAYER SPONSORSHIP**

Players in the Mortal Kombat 11 Ultimate PS4 LOSTy's Tower Qualifier 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 Mortal Kombat 11 Ultimate PS4 LOSTy's Tower Qualifier. 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

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

## Appendix B: Countries & Age

Below is a comprehensive list of all eligible countries, their respective tournament region and minimum age required to participate in Mortal Kombat 11 Ultimate PS4 LOSTy's Tower Qualifier tournaments:

Country	Region	minimum age for eligibility
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
Finland	Europe	18
France	Europe	18
Germany	Europe	18
Greece	Europe	18
Hungary	Europe	18
Iceland	Europe	18
Ireland	Europe	18
Italy	Europe	18

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Luxemburg	Europe	18
Malta	Europe	18
Netherlands	Europe	18
Norway	Europe	18
Poland	Europe	18
Portugal	Europe	18
Republic of Ireland	Europe	18
Romania	Europe	18
Russian Federation	Europe	18
Slovakia	Europe	18
Slovenia	Europe	18
Spain	Europe	18
Sweden	Europe	18
Switzerland	Europe	18
Turkey	Europe	18
Ukraine	Europe	18
United Kingdom	Europe	18