

Mortal Kombat 11 PS4 Tournaments, Open Series

TOURNAMENT RULESET

- 1. Overview
- 2. Player Eligibility
- 3. Competition Structure
- 4. Prizing
- 5. Game Coverage
- 6. General Terms

APPENDIX A: CODE OF CONDUCT

Appendix B: Countries & Age

1. Overview

The Mortal Kombat 11 PS4 Tournaments, Open Series ("MKOS" or "Competition") is operated by ESL Gaming (alternatively "ESL" or "Tournament Organizer").

The MKOS is a video game competition conducted using Warner Bros. Interactive Entertainment Mortal Kombat 11 ("MK11") for the PlayStation®4 console ("PS4"). MKOS will have Weekly Qualifiers and one Monthly Final, online tournaments.

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 MKOS 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 MKOS 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 MKOS, 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 MK11OS will be run in the following regions:

- Europe East
- Europe West
- North America East
- North America West
- South America

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

Players qualify and advance through qualifiers within the month. Each month lasts for 1 month and consists of Weekly Qualifiers and the Monthly Finals. Player eligibility resets every month. Players who qualified for the Monthly Finals in previous months need to qualify again through Weekly Qualifiers in the current month.

3.1 Open Qualifiers

Registration

All players are eligible to participate in Weekly Qualifiers tournaments.

Tournament Format Details

- Mode: 1on1
- Random player seeding
- Tournament system: 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 players with a 4:0 score. If there's less than 16 players with a 4:0 score additional players will be added according to the ranking
- Round 6th will start only for players that went 5:0 score
- In case of a tie with the Buchholz system, an additional 7th round will be played with the tied players





From each Weekly Qualifier for South America the TOP16 is qualifying for the Monthly Finals.

From each Weekly qualifier for Europe East, Europe West, North America East and North America West the TOP8 is qualifying for the Monthly 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 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 Monthly Final





Registration

Players who qualify from Weekly Qualifiers will be invited to the upcoming Monthly Final tournament from the current month. 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. We will be sending out two invites - one for the regular Monthly Final bracket, one to the final Top 8, double elimination bracket. All players are required to sign-up and check-in to both tournaments. Not being signed up to the Top 8 bracket before the start of the Monthly Finals might result in a walkover!

For the Monthly Broadcasted Final, players will be able to see their invitation via email. Invited players need to confirm participation with admin 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 player's best qualification result in the
 weekly qualifiers of the month. In case a player has played more than 1 weekly
 qualifier, his best position will prevail. In case of tie, the player with less tries
 takes the spot.
- Tournament system: All matches until the end of the Round of 16 will be played in a single elimination format. The top 8 players will compete in a double elimination bracket.

3.3 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

- Tournament Mode Default Options
- Best of 5 games

• Game Timer: 90 seconds

Arena Select: OffInterectables: 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 in the match event page).

Results

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

Ties

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 will restart the best of 3 game.
- In the event of a player disconnect 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 website such as Youtube or Twitch.

3.4 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

Prize distribution for Weekly Qualifiers

1st place: \$100 + 5,600Time Krystals

2nd place: 2,500 Time Krystals

3rd - 8th place: 1,150 Time Krystals 9th - 64th place: 500 Time Krystals

Cash prizes are always before taxes. For this competition, ESL uses <u>Matcherino</u> to deliver prize money. Matcherino will automatically deduct taxes from prize winnings, except where prohibited by local law.

The players that sign up, check in and play the first 4 swiss rounds of the qualifier will receive:

- PS4 Tournaments Base Theme and Avatar (can only be won once per player)
- Mortal Kombat 11 Base Theme and Avatar (can only be won once per player)





- Best 40% of the players will receive an exclusive Mortal Kombat 11 Elite Theme and Avatar (can only be won once per player)
- Best 40% of players will receive an exclusive PS4 Tournaments Elite Theme and Avatar (can only be won once per player)

Prize distribution for Monthly Finals

1st place: \$400 + 5,600Time Krystals

2nd place: \$300 + 2,500 Time Krystals

3rd place: \$200 + 2,500 Time Krystals

4th place: \$100 + 2,500 Time Krystals

Cash prizes are always before taxes. For this competition, ESL uses <u>Matcherino</u> to deliver prize money. Matcherino will automatically deduct taxes from prize winnings, except where prohibited by local law.

All the finalists will receive the PS4 Tournaments Champions Theme and Avatar (can only be won once per player). The winner of the Final will additionally receive the exclusive Mortal Kombat 11 Champions Theme and Avatar (can only be won once per player).

4.1 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 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 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 <u>ESL privacy policy</u> 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 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 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 disgualify 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





Organiser and its designees have the right to use the below information and any other information provided in the MKOS in the administration, marketing, and promotion of the MKOS, 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 MKOS belong to Tournament Organizer and its licensors. Participant shall not associate themselves with the MKOS, 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 MKOS, 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 MKOS for commercial purposes by or on behalf of 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
- 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 subscriptional-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 same.

4. Player agrees that no material and/or Recordings needs 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.

APPENDIX A: CODE OF CONDUCT

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

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

PLAYER SPONSORSHIP

Players in the MKOS 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 MKOS. 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

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

Region	minimum age for eligibility
North America	17
North America	17
North America	17
South America	18
Europe	18
Europe	18
Europe	18
	North America North America North America South America Europe Europe



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
Luxembourg	Europe	18
Malta	Europe	18
Netherlands	Europe	18
Norway	Europe	18
Poland	Europe	18
Portugal	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

ESL Gaming GmbH



Ukraine	Europe	18
United Kingdom	Europe	18