

NBA 2K22 PS4 Tournaments: Tip-Off

TOURNAMENT RULESET

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1. Overview

The PS4 Tournaments: NBA2k22 Tip-Off ("NBA2k22TO" or "Competition") is operated by ESL Gaming (alternatively "ESL" or "Tournament Organizer").

The NBA2k22TO is a video game competition conducted using 2K Games NBA 2k22 ("NBA2k22") for the PlayStation®4 console ("PS4").

PS4 Tournaments is in no way sponsored, endorsed or administered by, or associated with, 2K Games.

If you have any questions about this competition, its registration process and how to participate, please visit the link <u>HERE</u>.



2. Player Eligibility

2.1 Registration and acceptance of official rules

Participants must sign up for NBA2k22TO using the integrated tournament app on the PS4 ("Tournament App") through compete.playstation.com or the ESL Play landing page and play all matches on a PS4™ console 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 at all material times during the tournament (1) own or have access to NBA 2k22 on the PS4; (2) own or have access to a PS4 system and compatible controller to play their matches on an eligible system; (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. If participants fail to meet Player Eligibility requirements, they may be removed from eligibility from participating or winning a prize.

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 NBA2k22TO 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 NBA2k22TO, as outlined in Section 3. Competition Structure.

2.2 Age

Players must be eligible to play NBA 2k22 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"), 2K Games (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 NBA2k22TO will be run in the following regions:

North America

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

There will be 7 Open Tournaments that everyone can participate in. Open Tournaments do not lead to the finals.

3.1 Open Tournaments

Registration

All players are eligible to participate in Open 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

*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: CoreGame style: Pro

• Quarter Length: 5 minutes

Exhaustion: OnControls: All

• Gamespeed: Normal

• Teams: Allstar teams, Alltime teams & History teams are forbidden

Players positioned on the left side will always be the **HOME** team while the right side will always be **AWAY** team.

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 enter "Opponent did not show up" in the results tab.

Results

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

Disconnection

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 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 Prizing breakdown

The following prizes for the tournament series will be distributed to the Players based on their finishing position/point of exit from the tournament series as stated below:

Prize distribution for Open Tournaments

1st place: 450,000 VC + \$250

2nd place: 200,000 VC + \$225

3rd-4th: 75,000 VC + \$175

5th-8th: 35,000 VC +\$100

9th-16th: 15,000 VC + \$50

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.





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 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 Tip-Off 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 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) 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 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) 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 NBA2k22TO, 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)

(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 NBA2k22TO belong to Tournament Organizer and its licensors.





Participant shall not associate themselves with the NBA2k22TO, ESL, 2K, 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 NBA2k22TO, 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 NBA2k22TO 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 NBA2k22TO 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 NBA2k22TO 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 NBA2k22TO

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 NBA2k22TO and PlayStation, and/or any of its affiliates.

PLAYER SPONSORSHIP

Players in the NBA2k22TO 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 NBA2k22TO. 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

Country	Region	Age
Canada	North America	16
Mexico	North America	16
United States	North America	16