

# PS4 Tournaments: NBA 2K22 Win the Court

## TOURNAMENT RULESET

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## 1. Overview

The PS4 Tournaments: NBA 2K22 Win the Court ("NBA2K22WTC" or "Competition") is operated by ESL Gaming (alternatively "ESL" or "Tournament Organiser").

The NBA2K22WTC 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 <u>PlayStation Tournaments Discord server</u>.

## 2. NBA Terms & Conditions

- 1. Definition of "NBA Entities": NBA Properties, Inc., the National Basketball Association (the "NBA"), NBA Media Ventures, LLC and the NBA member teams (collectively, the "NBA Entities").
- Exclusion of Employees of the NBA Entities from Eligibility: Employees of the NBA
   Entities, including affiliates, agents and immediate family members and/or those
   living in the same household of such employees, are not eligible to enter or win
   the promotion.
- 3. Limitation of Liability: The NBA Entities and each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, distributors, retailers, agents, assignees, advertising/promotion agencies, representatives, and agents shall have no liability and will be released and held harmless from any claim, action, liability, loss, injury or damage, including, without limitation, personal injury or death to winner or any third party or damage to personal or real property due in whole or in part, directly or indirectly, by any reason, including the acceptance, possession, use or misuse of the prize and/or participation in this promotion.
- 4. Right of Publicity Release: Participants in this promotion (if minor, his/her parent or legal guardian) agree to be bound by these Official Rules and agree that the NBA Entities and their designees and assigns may use the participant's name, voice, city/state of residence, photos, video or film clips, and/or other visual likeness for advertising and/or trade purposes and/or for any other purpose in any media or format now or hereafter known without further compensation (financial or otherwise), permission or notification.





# 3. Player Eligibility

## 3.1 Eligibility requirements

- 1. Own or have access to NBA 2K22 on the PS4
- 2. Own or have access to a PS4 system 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

## 3.2 How to register

Participants must sign up for NBA2K22WTC using the integrated tournament app on the PS4 ("Tournament App") through <u>compete.playstation.com</u> or the <u>ESL Play landing page</u> to be considered for eligibility.

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 NBA2K22WTC 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 NBA2K22WTC, as outlined in Section 3. Competition Structure.

## 3.3 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.

Players who are minors (under 18 years old), must obtain consent from their parents or legal guardians to enter the Competition. If minor Players have entered Competition, it shall be deemed that they have obtained the required prior consent from their parents or legal guardians. The player may be disqualified in case of lack of parental consent if requested by the Tournament Organiser.





## 3.4 Employees & Conflicts of Interests

Employees of ESL, Sony Interactive Entertainment Europe ("PlayStation"), 2K Games (alternatively "Publisher") the NBA 2K League, its teams, NBA 2K League, LLC, the National Basketball Association, its member teams, NBA Properties, Inc. and its respective affiliates, subsidiaries, representatives, advertising, promotion and publicity agencies are not eligible to participate in the competition. This also excludes family members or persons living in the same household of such employees.

# 4. Competition Structure

The competition is divided into a swiss format Qualifier, a single elimination bracket Semi Finals and a double elimination bracket Grand Finals.

The NBA2K22WTC will be run in the following regions:

North America

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

## 4.1 Qualifier

#### Registration

All eligible players can enter/take part/participate in the Qualifier.

#### **Tournament Format Details**

Mode: 1on1

Random player seeding

Tournament system: Swiss\*

• Number of rounds: 6

• No elimination until round 4, after that there will be elimination after 1 loss

• In case of a tie with the tiebreaker system (see below), an additional 7th round will be played with the tied players.

• The top 32 players will be invited to the Semi 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 player's opponents played. Players who played against opponents who consistently played against stronger opponents throughout the Tournament will be ranked higher within the standings of the tournament. To calculate this value, total the sum of W/L Sum for all opponents that the player played. Default wins contribute 0 points to the players Second Tiebreaker Sum tiebreaker.

#### 4.2 Semi finals

## Registration





The Top 32 players from the Qualifier will be invited to the Semi Finals 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 tournament in order to participate.

#### **Tournament Format Details**

- Mode: 1on1
- Player seeding: Each player's position will be taken from the Qualifier rankings
- Tournament system: All matches until the end of the Round of 16 players will be played in a single elimination format. The top 8 players will be invited to the Grand Finals

#### 4.3 Grand Finals

#### Registration

The Top 8 players from the Semi Finals will be invited to the Grand Finals 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 tournament in order to participate.

Additional rules can apply if the Grand Finals is broadcasted. In this case all participants will be informed of the new ruleset along with their invitation to the Grand Finals.

#### **Tournament Format Details**

- Mode: 1on1
- Player seeding: Same positions as Semi Finals Round of 16
- Tournament system: Double elimination bracket

#### 4.4 Match Rules

## **Match start time**

All matches are played on the scheduled match time. To see the match schedule, access the match event page on your  $PS4^{TM}$  console by going to My Events.

## Joining your game lobby

- 1. Access the match event page (you will be able to see it in the "My Events" tab)
- 2. Click "Join Now" option





3. The result will be automatically submitted at the end of the match

#### Match details

Game Mode: CoreGame style: Pro

• Quarter Length: 5 minutes

Fatigue: OnControls: All

• Game speed: Normal

• Teams: Only Current Teams are allowed

#### 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 common "Game Session has ended" disconnect, both players need to restart the match.
- 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 on your PS4<sup>™</sup> console and select the option "Go to Support Page". You can also create a dispute using the <u>ESL Play App</u> or directly on the ESL Play website.





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.

## 4.5 Match Media

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

- Livestream VODs with clear naming of the players, selected teams, date, tournament round.
- Screenshots or photographs showing both players and the result/issue.

# 5. Prizing

Players can participate in this competition against Players from across their tournament Region (as defined in Appendix B). As a result, prize winners are not guaranteed to be participants from a particular country except where stated otherwise. The following prizes for the NBA2K22WTC will be distributed to the players based on their finishing position/point of exit from the tournament series as stated below.

## **Prize distribution for Qualifier**

1st: 450,000 VC

2nd: 200,000 VC

3rd - 4th: 75,000 VC

5th - 8th: 35,000 VC

9th - 64th: 15,000 VC

\*All participants will receive a PlayStation branded court

#### **Prize distribution for Semi Finals**

1st - 8th: 200,000 VC

#### **Prize distribution for Grand Finals**



**ESL Gaming GmbH** 

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1st: NBA Player Custom Court Design + 450,000 VC

2nd: 450,000 VC

3rd: 200,000 VC

4th: 75,000 VC

5th - 6th: 35,000 VC

7th - 8th: 15,000 VC

## **5.1 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. Unless prohibited by law, winners are solely responsible for the payment of any taxes required.

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, including but not limited to, violation of any part of these Official Rules (see Penalties section) ESL will award the applicable prize, time permitting given the nature of the prize, to the next eligible runner-up. If the alternate runner-up winners cannot be contacted, the Tournament Organiser will contact up to two other alternate runner-up winners. Where the Tournament Organiser cannot contact any of the three alternate runner-up winners, the Tournament Organiser retains the discretion to donate the applicable prize to a charity of the Tournament Organiser's choosing. Winners may be required to provide a shipping address to claim the prize. Allow up to 3 months for delivery of prizes from the Closing Date.

# 6. Game Coverage

Sony Interactive Entertainment reserves exclusive rights to the coverage of NBA2K22WTC matches. This includes all forms of transmission, including IRC Bots, Shoutcast-streams, live broadcasts on platforms like Twitch, Youtube and the likes. Sony Interactive Entertainment 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 Sony Interactive Entertainment management, or ESL as tournament organizer, before the match is shown.

In general, Sony Interactive Entertainment or ESL as tournament organizer, may 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.

#### 7. General Terms

Participants' personal information will be subject to <u>ESL's Privacy</u> and <u>Cookie Policy</u>, 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 (including but not limited to Social Media, ESL Website) 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.

- 1. Sign in into your account
- 2. Edit your personal information
- 3. Save

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 Organiser in its sole discretion. If terminated, Tournament Organiser 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 Organiser 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 NBA2K22WTC, 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 ORGANISER 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 Player statutory rights as a consumer.

#### **Commercial Rights**

All commercial rights (including without limitation any and all marketing and media rights) relating to the NBA2K22WTC belong to Tournament Organiser and its licensors.

Participant shall not associate themselves with the NBA2K22WTC, 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 Organiser 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 NBA2K22WTC, will need prior written consent from Tournament Organiser 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 NBA2K22WTC 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 NBA2K22WTC 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 NBA2K22WTC 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 NBA2K22WTC

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 organiser hereby waive any right of legal action against the NBA2K22WTC and PlayStation, and/or any of its affiliates.

#### **PLAYER SPONSORSHIP**

Players in the NBA2K22WTC 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 NBA2K22WTC. Tournament Organiser 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 Organiser reserve 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 NBA2K22WTC:

Country	Region	Minimum age	
Canada	North America	16	
Mexico	North America	16	
United States	North America	16	