



## **Under Night: In-Birth PS4 Tournaments, Open Series**

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# **1. Overview**

Under Night: In-Birth PS4™ Tournaments, Open Series ("UNT" or "Competition") is operated by ESL Gaming (alternatively "ESL" or "Tournament Organizer").

The UNT is a video game competition conducted using Arc System Work Under Night In-Birth ("UNIB") for the PlayStation®4 console ("PS4"). UNT will have Weekly Qualifier and one Monthly Final online tournaments.

PS4™ Tournaments is in no way sponsored, endorsed or administered by, or associated with, Arc System Work.

## 2. Player Eligibility

### 2.1 Registration and acceptance of official rules

Participants must sign up for UNT using the integrated tournament app on the PS4 system ("Tournament App"), through [compete.playstation.com](https://compete.playstation.com) or the ESL Play landing page to be considered for eligibility. Participants who meet the eligibility requirements in the Player Eligibility section below (individually a "Player" or "competitor" or "Participant") must also (1) own or have access to Under Night In-Birth on the PS4 system; (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.

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

### 2.2 Age

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

(For Japan) If Participants are under the age of 18 years old, they must obtain consent from their parents or legal guardians on their entry of UNT. If minor Participants have entered UNT, it shall be deemed that they have obtained the prior consent from their parents or legal guardians.

### 2.3 Employees & Conflicts of Interests

Employees of ESL, Sony Interactive Entertainment LLC ("PlayStation"), Arc System Works (alternatively "ASW" 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 UNT will be run in the following regions (subject to change at tournament organizer's discretion at any time, with or without warning):

- North America
- APAC

From each weekly qualifier the Top16 players qualify for the regional Monthly Finals.

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

Each month there will be four 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: 6
- 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

From each weekly qualifier the Top16 players qualify for the regional 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 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 Monthly Finals

### 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!

In case Monthly Finals will be broadcasted additional rules can apply. In this case all participants will be informed of the new ruleset along their invitation to the Monthly Finals.

### **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 (Weekly Qualifiers and Monthly Finals) 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**

- Best of 3 games - You need to win against your opponent twice. In case 1-1 a 3rd game is needed!
- Room Capacity: 2
- Speed Restriction: none
- Network Restriction: none
- Rotation style: All-Out Battle
- Consecutive Play: None
- Rematch Limit: Win 2 matches
- Round Time: Normal
- Auto-Pass Function: Don't Use

- Skip Time: None
- Allow Share Function: Allow

### 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 will be submitted automatically after one player won twice with either a 2:0, or 2:1 result.

### Ties

Since games cannot end in ties, when the 180 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 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.

## 3.4 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

### 4.1 Prizing breakdown per month

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

#### Prize distribution for Open Qualifiers

1st place: \$100

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

All 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)
- Under Night: In-Birth Base Theme and Avatar (can only be won once per player)
- Best 40% of the players will receive an exclusive Under Night: In-Birth 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 Final

1st place: \$400

2nd place: \$300

3rd place: \$200

4th place: \$100

Cash prizes are always before taxes. For this competition, ESL uses Matcherino 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 Under Night: In-Birth Base Champions Theme and Avatar (can only be won once per player).

Additionally, the best 4 players on the final will receive Unique icons:

1st place: Gold Icon

2nd place: Silver Icon

3rd place: Purple Icon

4th place: Black Icon

## **APAC Specific Prizing**

### **Prize distribution for Open Qualifiers**

1st place: 15 USD

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.

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

- Under Night Base Theme and Avatar (can only be won once per player)
- Best 40% of the players will receive an exclusive Under Night 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 Final**

1st place: 15 USD

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.



The winner of the Final will receive the exclusive Under Night Champion Theme and Avatar (can only be won once per player).

Additionally, the best 4 players on the final will receive Unique icons:

1st place: Gold Icon

2nd place: Silver Icon

3rd place: Purple Icon

4th place: Black

## 4.2 Prizing Terms and Conditions

Prizes are not transferable. No substitution of Prizes for other goods and services is permitted, except ESL reserves the right to provide a substitute Prize of approximately equal value if the advertised prize is unavailable. All expenses not specified above, including, without limitation, all federal, state and local taxes, and international tariffs, are the sole responsibility of the individual Winner.

Receiving a prize is contingent upon compliance with these Official Rules; all prizes claimed in accordance with these Official Rules will be awarded. In the event that a potential winner is disqualified or the prize is forfeited for any reason, ESL will award the applicable prize, time permitting given the nature of the prize, to the next eligible runner-up 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 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 Sony 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 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 from US based participants must be resolved in the United States.

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

(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 Organizer and its designees have the right to use the below information and any other information provided in the UNT in the administration, marketing, and promotion of the UNT, 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 UNT belong to Tournament Organizer and its licensors. Participant shall not associate themselves with the UNT, ESL, AWS, 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 UNT, 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 UNT 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 UNT 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**

Competitor 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 UNT 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 UNT

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

## PLAYER SPONSORSHIP

Players in the UNT 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 UNT. 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 UNT tournaments:

Country	Region	Minimum age for eligibility
Hong Kong	APAC	16

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India	APAC	16
Indonesia	APAC	16
Malaysia	APAC	16
Singapore	APAC	16
South Korea	APAC	16
Taiwan	APAC	16
Thailand	APAC	16
Japan	APAC	16
Canada	North America	16
Mexico	North America	16
United States	North America	16