## PlayStation® Tournaments

## PS5 LEGENDS SPORTS SERIES OFFICIAL RULES

<u>English</u>	<u>Español (ES)</u>	<u>Español (MX)</u>	<u>Italiano</u>
<u>Français</u>	<u>Deutsch</u>	<u>Português</u>	<u>日本語</u>

All persons who participate in one of the Participating tournaments (as defined in Section 2.2 below) between June 3, 2023 at 12:01AM Pacific Standard Time and ends on July 9, 2023 at 11:59PM Pacific Standard Time will be entered into the PlayStation® Tournaments PS5 Legends Sports Series (the "**Promotion**"). Anyone participating or wishing to participate in the Promotion is referred to in these official rules ("**Official Rules**") as a "**Participant**."

**IMPORTANT:** The Online ID associated with Participant's account for PlayStation Network ("**PSN**") and Participant's performance data in Participating Tournaments will be published on Promotion Game Scoreboards, even if Participant has chosen to hide the participating tournament games in their privacy settings.

By registering for a Participating Tournament, each Participant unconditionally accepts and agrees to comply with and abide by these Official Rules. If you do not wish to accept these Official Rules, do not register for a Participating Tournament during the Promotion Period (as defined in Section 3).

1. **SPONSOR:** The company responsible for running the Promotion is the ("**Sponsor**"). The Sponsor for the Promotion in each geographic region is listed in the table below.

GEOGRAPHIC REGION	Sponsor
North America (Canada, Mexico, United States) South America (Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Nicaragua, Panama, Paraguay, Peru, Uruguay)	Sony Interactive Entertainment LLC 2207 Bridgepointe Parkway Foster City, CA 94404
<b>APAC</b> (Hong Kong, India, Indonesia, Malaysia, Singapore, South Korea, Japan, Taiwan, Thailand)	Sony Interactive Entertainment Inc. 1-7-1, Konan, Minato-ku, Tokyo 108-8270 Japan
<b>Europe</b> (Austria, Bulgaria, Belgium, Cyprus, Czech Republic, Denmark, France, Finland, Germany, Greece, Hungary, Iceland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Ukraine, United Kingdom)	Sony Interactive Entertainment Europe Limited 10 Great Marlborough Street, London W1F 7LP United Kingdom

Middle East (Bahrain, Israel, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, United Arab Emirates) ANZ (Australia, New Zealand) India	
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Sponsor's decisions with regard to the Promotion and these Official Rules are final and binding in all respects.

2. **ELIGIBILITY:** The Promotion is open only to Participants who have high-speed Internet connection and own or have access to a PlayStation 5 console ("PS5") that can connect to PlayStation Network ("PSN"), a compatible controller, and compatible copy of the game being played in the Promotion, and who meet the eligibility requirements listed below at the time of entry. Acceptance of and compliance with the Tournament Ruleset is also a condition of eligibility to participate in this Promotion:

2.1. <u>Residency Requirement:</u> Must be a legal resident of one of the countries, regions, or other jurisdictions listed in the table below (each, a "**Participating Country/Region**"). For purposes of these Rules, a person's residence is determined by the country/region in which their account for PlayStation Network is registered.

## PARTICIPATING COUNTRIES/REGIONS

North America (Canada, Mexico, United States)

**South America** (Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Nicaragua, Panama, Paraguay, Peru, Uruguay)

EMEA (Austria, Bulgaria, Belgium, Cyprus,

Czech Republic, Denmark, France, Finland, Germany, Greece, Hungary, Iceland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Ukraine, United Kingdom, Bahrain, Israel, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, United Arab Emirates, Australia and New Zealand)

India

**APAC** (Hong Kong, Indonesia, Malaysia, Singapore, South Korea, Japan, Taiwan, Thailand)

The Promotion is not available in U.S. territories, possessions, overseas military installations, or where otherwise prohibited or restricted by law.

2.2. <u>Tournament Games:</u> Must participate in a PlayStation tournament for one of the following games during the Promotion Period: **FIFA 23, NBA 2K23, or MLB The Show 23** (each, a **"Participating Tournament"**).

2.3. <u>Age and Other Eligibility Requirements:</u> Must meet the age and other eligibility requirements for the Participating Tournament(s) at the time of entry into such Tournament(s). Eligibility requirements for Participating Tournaments may be found in the respective Tournament Rulesets, which are accessible via the Tournament Activity Cards during the registration process.

**For APAC and South America:** To create an account for PSN, you must either be (i) at least 18 years of age and have reached the legal age of majority in the country in which your account is registered; or (ii) you must have your parent or legal guardian create an account for you, as a Child or Sub-Account under the control of their own account for PSN.

2.4. <u>Exclusions:</u> Employees of Sponsor, its parent, affiliates, subsidiaries, related companies, or agencies, and immediate family members (defined as parents, children, siblings and spouse and their respective spouses, regardless of where they reside) thereof, are excluded from participating in the Promotion. Persons living in the same household as or otherwise domiciled with any of the aforementioned individuals are likewise excluded from participating in the Promotion.

2.5. <u>Parental Consent Required</u>. If any person is or will be under the age of legal majority in the country in which their PSN account is registered at the time they enter the Promotion, then to be considered an eligible Participant they must (a) obtain permission from their parent or legal guardian to participate in the Promotion; and (b) their parent or guardian must agree to these Official Rules on their behalf. Sponsor may ask for written proof of the parent or legal guardian's permission and agreement as a condition of awarding any prize to a person who is under the age of legal majority.

2.6. <u>Participant PSN Account.</u> The authorized account holder of the account for PSN used to enter the Promotion is deemed to be the Participant. Each potential winner may be required to show proof of being the authorized account holder. Any notifications related to the Promotion will be sent to the account for PSN used to enter the Promotion and/or to the email address associated with such account.

3. **PROMOTION PERIOD:** The Promotion begins June 3, 2023 at 12:01AM Pacific Standard Time and ends on July 9, 2023 at 11:59PM Pacific Standard Time (the "**Promotion Period**").

4. **HOW TO ENTER:** All persons who enter a Participating Tournament during the Promotion Period will be entered into the Promotion. Participants can register for a Participating Tournament on the PS5 console as follows:

- Go to the Game Hub for FIFA 23, NBA 2K23, or MLB The Show 23, select the Activity Card for a Participating Tournament, and click on "Register." (The "Game Hub" is the area on the PS5 console that contains available Activities and other content related to a particular game.)
- Review the Tournament Ruleset in the pop-up window and click "Accept" to agree.
- Click the "**Join Now**" button on the Tournament Activity Card. If the "Join Now" button is not illuminated, it means that your Tournament start time is too far in the future to join. You will be notified via console message when the Tournament is about to start, at which time you can return to the Game Hub and select "Join Now" to enter the Tournament.

5. **SCOREBOARD:** Participants' bracket wins for each Participating Tournament will be tracked during the Promotion Period on a scoreboard ("**Game Scoreboard**") for that Participating Tournament. Only bracket wins in Participating Tournaments count towards your cumulative score. Participants' cumulative score will determine prize, as defined in section 7

6. **HOW TO WIN A PRIZE:** Prizes will be awarded according to the number of wins a Participant receives by the end of the Promotion Period. Participants are permitted to compete for prizes in more than one Participating Tournament; however, Participants may only compete for prizes once in any given Tournament. Compliance with these Official Rules and the respective Tournament Ruleset of Participating Tournament is a condition of receiving a prize.

7. **PRIZE TIER:** Prizes for reaching and completing a tier on the FIFA 23, NBA 2K23, and MLB The Show 23 Scoreboard are listed in the table below. Approximate Retail Value ("**ARV**") of prizes are listed below in U.S. Dollar (pre-tax cash value).\_Where applicable, cash and non-cash prizes will be converted from USD to local currency according to where the winner's PSN account is registered. Each participant is only eligible to win a prize in the tier which has their highest number of wins.

FIFA 23 PRIZE TIER				
REGION	Tier	# of wins	PRIZE	ARV
	Rookie	1 Bracket Win	500 FIFA Points	\$4.99
North America, South America,	Veteran	3 Bracket Wins	2800 FIFA Points	\$24.99
Europe, Middle East, APAC, ANZ	All-Star	7 Bracket Wins	5900 FIFA Points	\$49.99
	Hall of Fame	15 Bracket Wins	DualSense Edge™ Wireless Controller	\$199.99
	Legend	20 Bracket Wins	PlayStation®VR2	\$549.99
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Japan	Rookie	2 Bracket Wins	PS Store チケット 500円分	¥500
	Veteran	3 Bracket Wins	PS Store チケット 1000円分	¥1000
	All-Star	5 Bracket Wins	PS Store チケット 2000円分	¥2000

NBA 2K23 PRIZE TIER				
REGION Tier # of wins PRIZE ARV				ARV

	Rookie	1 Bracket Win	15,000 VC	\$4.99
	Veteran	3 Bracket Wins	75,000 VC	\$19.99
US and Canada	All-Star	7 Bracket Wins	200,000 VC	\$49.99
	Hall of Fame	15 Bracket Wins	DualSense Edge™ Wireless Controller	\$199.99
	Legend	20 Bracket Wins	PlayStation®VR2	\$549.99

	MLB The Show 23 PRIZE TIER			
REGION	Tier	# of wins	PRIZE	ARV
	Rookie	1 Bracket Win	5,000 Stubs™	\$4.99
US and Canada	Veteran	3 Bracket Wins	24,000 Stubs™	\$19.99
	All-Star	7 Bracket Wins	67,500 Stubs™	\$49.99
	Hall of Fame	15 Bracket Wins	DualSense Edge™ Wireless Controller	\$199.99
	Legend	20 Bracket Wins	PlayStation®VR2	\$549.99

7.1. <u>Prize Fulfillment:</u> Physical prizes will be delivered to confirmed winners at the physical address provided during the winner verification process (described in Section 7.5) within 90 days (or sooner where required by applicable law) after Sponsor receives all required documentation.

7.2. <u>Taxes and Costs: To the maximum extent permitted by applicable law</u>, all cash prizes listed above represent the prize amount before taxes. To the maximum extent permitted by applicable law, winners are solely responsible for any applicable taxes, fees, expenses, or other costs associated with winning or the prizes they receive. We recommend that you consult with a tax advisor if you have questions about what tax liabilities that may arise from winning a prize in this Promotion. The value of any prize awarded to a winner may be reported by Sponsor for tax purposes as required by law.</u> Participants who reside in the United States and win a prize valued at or above \$600 will be required to complete an IRS form W-9 as a condition of receiving the prize.

7.3. <u>No substitutions by Participant: no warranties:</u> Prizes are non-transferable and no request for prize substitution or exchange by Participant will be allowed or honored. Participant may forfeit their prize if they do not want it or do not respond to the Sponsor's request for information within five (5) business days. Sponsor reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor's sole discretion. All prizes are provided "as is"

without warranty of any kind, either express or implied, and Sponsor hereby disclaims all such warranties, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and/or non-infringement.

7.4. <u>Forfeited Prizes</u>: Return of any prize notification message as undeliverable will result in forfeiture of the applicable prizes. If a prize is forfeited for any reason, such prize will not be awarded.

7.5. Winner Verification and Required Documentation: Participants who place in a prize-eligible tier on one of the Scoreboards will be considered "Potential Winners" until the winner successfully completes the verification process, at which time they will be considered "Confirmed Winners" and eligible to receive a prize. To be confirmed as a winner, Potential Winners must comply with the Official Rules, and may be required to provide their shipping address, a completed a declaration of eligibility and liability release, and a completed tax form (if applicable), in accordance with the instructions listed in the notification correspondence, as a condition of receiving a prize. If a Potential Winner is considered a minor in the legal jurisdiction in which the Participant resides, then that Participant's parent or legal guardian may be required to execute and return the Declaration. In addition, Participants from Canada may be required to correctly answer, unaided, a time-limited mathematical skill-testing question at a pre-arranged, mutually convenient time prior to being confirmed a prize winner. Potential Winners may be disgualified and forfeit their respective prizes if (a) Sponsor determines that they do not meet all eligibility requirements; (b) they fail to provide any required documentation by the stated deadline; (c) they cannot be reached at the email address associated with Participant's account for PSN within a reasonable time period, as determined in Sponsor's sole discretion; (d) their account for PSN is no longer active at the time Sponsor attempts to notify them or award them their prize; (e) Sponsor determines they violated the PSN Community Code of Conduct; or (for Canada only) (f) they fail to correctly answer the required math skills question. Sponsor's decisions are final and binding in all matters related to the Promotion.

8. **PUBLICITY:** Except where prohibited by law, participation in the Promotion constitutes Participant's consent to Sponsor's and its agents' use of the Participant's name, likeness, photograph, voice, opinions, hometown, state/province/territory and any other information submitted to Sponsor by Participant for promotional purposes, or on a winner's list, if applicable, in any media, worldwide, without further notice, approval, payment, or compensation. To opt-out of such publicity, the Participant should notify the Sponsor at <u>SIE-Tournament@Sony.com</u>. Please note that the Sponsor may be required to provide this information to a regulator.

9. All rights and licenses and information granted to Sponsor for purposes of and in connection with the Promotion under these Rules will still apply after the end of this Promotion for marketing purposes unless the Participant formally cancels this permission by writing to "SIE Legal Department, Legal Notices" at the address for Sponsor provided in Section 1 of these Rules.

10. **CONTROL OF OFFICIAL RULES**: In the event of any inconsistency between these Official Rules and any advertising or other materials relating to the Promotion, these Official Rules will apply.

11. **SEVERABILITY**: If any part of these Official Rules is concluded by an appropriate jurisdiction's court to be illegal, invalid, or otherwise unenforceable, that part of the rules will be considered to be removed and the rest of these Official Rules shall continue to apply.

12. **TRANSLATIONS**: Sponsor may make official translations of these Official Rules available in languages other than English. To the extent allowed by law, in the event of any conflict between the English version of these Official Rules and any translation, the interpretation under the English version will apply.

13. **GENERAL CONDITIONS:** Sponsor has the sole discretion to disgualify any Participant in the event Sponsor determines, in its sole discretion, that Participant has violated these Official Rules, tampered with the operation of the Promotion, or engaged in any racist, bullying, harassing, or offensive conduct, or any other activity that would constitute a violation of the PlayStation Network Community Code of Conduct (whether or not it occurred on the PlayStation Network). Sponsor is not responsible for technical, hardware or software failures, malfunctions, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmissions or unforeseen schedule changes that may limit a Participant's ability to participate in the Promotion, even if caused by Sponsor's negligence. Entries generated by script, macro or other automated means or with the intent to impair the integrity of the Promotion will be void. Sponsor has the sole discretion to modify, cancel or suspend this Promotion should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Promotion or Sponsor otherwise becomes incapable of running the Promotion as planned. Sponsor is not responsible for changes to Participant's contact information. Proof of uploading information or data or entering information at the Site is not considered proof of delivery or receipt. Illegible, duplicate and incomplete entries will be disgualified. False, fraudulent, or deceptive entries or acts, as determined by Sponsor, render Participants ineligible and all associated entries will be void.

14. **RELEASE:** Except where prohibited by local law, as a condition of participating in the Promotion, Participants release the Sponsor, and their respective officers, directors, shareholders, members, employees, and agents and the respective affiliates, subsidiaries, parent corporations, advertising and promotional agencies (including their respective officers, directors, shareholders, members, employees, and agents) of Sponsor and Tournament Administrator (collectively, the **"Promotion Entities"**) from liability, for loss, harm, damage, injury, cost or expense whatsoever including property damage, personal injury and death that may occur in connection with, preparation for, travel to, or participation in the Promotion, or possession, acceptance or use of prizes or participation in any Promotion-related activities and claims based on publicity rights, copyright or trademark infringement, defamation or invasion of privacy and merchandise delivery.

To the maximum extent permitted by applicable law, in no event will the Promotion Entities be liable or responsible for any incidental, consequential, or punitive damages arising out of or in connections with the Promotion.

15. **LIMITATION OF LIABILITY:** To the maximum extent permitted by applicable law, the Promotion Entities are not responsible for: any incorrect or inaccurate entry information; human errors; technical malfunctions; lost, stolen, mutilated, mis-delivered, postage due, illegible, incomplete or untimely entries that may limit Participant's ability to participate in the Promotion, even if caused by Sponsor's negligence; failures, omissions, interruptions, deletions, or defects of any telephone network, computer online system, computer equipment, servers, providers, or software, including any injury or damage to Participant's or any other person's computer relating to participation or inability to participate in the Promotion; inability to access the Site or upload information or data; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is

incomplete or lost due to telephone, computer, or electronic malfunction or traffic congestion on telephone lines or the Internet or any website (including the Site) or for any other reason whatsoever; printing or other errors; or any combination thereof. To the extent allowed by applicable law, the Promotion Entities shall not be liable for any loss, damage or injury which a Participant suffers as a direct or indirect result of the prize and/or the Tournament. However, the Promotion Entities make no attempt to exclude or limit their liability for death or personal injury caused as a result of its negligence.

16. **COLLECTION OF INFORMATION:** Except as otherwise specified, the information collected in connection with the Promotion will be collected in accordance with Sponsor's Privacy Policy, available at https://www.playstation.com/legal/privacy-policy/. By participating in the Promotion, each Participant agrees to the terms of Sponsor's Privacy Policy.

17. **FOR ARGENTINA RESIDENTS ONLY**: The permissions given to the Sponsor under these Official Rules by an Participant that is a resident of Argentina shall be for a period of three years from the termination or expiration of this Tournament, without such Participant having the right to claim compensation. Participant acknowledges that participation in the Promotion does not cause them any financial damage and expressly waive any claim that may be made based on such alleged damage or decrease in their income.

18. **GOVERNING LAW AND JURISDICTION:** To the extent allowed by applicable law, the Promotion, these Official Rules and any disputes that occur will be governed in the table below.

GEOGRAPH IC REGION	REGIONAL OPERATOR	GOVERNING LAW AND JURISDICTION
Europe Middle East ANZ	Sony Interactive Entertainment Europe Limited	For Participants in the Europe, Middle East, or ANZ regions (as defined in Section 2), these Official Rules are interpreted under the laws of England and Wales, but you will have the additional protection of the mandatory laws of the country in which you live. The mandatory laws of the country in which you live take priority over the laws of the England and Wales :
		Austria, Bulgaria, Belgium, Cyprus, Czech Republic, Denmark, France, Finland, Germany, Greece, Hungary, Iceland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Ukraine, United Kingdom, Bahrain, Israel, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, United Arab Emirates, Australia, New Zealand. In the event of a dispute, the Parties shall submit to the non-exclusive jurisdiction of the courts of England and Wales.

North America South America	Sony Interactive Entertainment LLC	For Participants who reside in a country within the North America or South America regions (as defined in Section 2.1), these Official Rules are governed by and construed and interpreted in accordance with the laws of the State of California, in the United States of America, without regard to conflict-of-law rules. Any dispute not subject to arbitration and not initiated in small claims court may be brought by either party in a court of competent jurisdiction in either the Superior Courts for the State of California in and for the County of San Mateo or in the United States District Court for the Northern District of California, and the parties (Participant and Sponsor) each agree to submit to the exclusive jurisdictional, venue and inconvenient forum objections. In any arbitration or litigation relating to these Official Rules, all costs, and fees, including attorney's fees, will be paid by the non-prevailing party.
APAC	Sony Interactive Entertainment Inc.	For Participants in the APAC Region (as defined in Section 2.1), these Official Rules are interpreted under the laws of Japan without regard to conflict-of-law rules. In the event of a court dispute, the Parties shall submit to the exclusive jurisdiction of the courts of Tokyo District Court.

**WINNER LIST:** To obtain a copy of the winner list, email SIE-Tournament@Sony.com with the subject line: "Winner's List Request: PlayStation Tournaments Legends Sports Series 2023". Requests for the winner list must be received by **July 16 2023**. Sponsor will respond to requests for a winners list after all prizes are awarded. If a Participant objects to their name being published or made available, please contact the Sponsor at SIE-Tournament@Sony.com. Please note that the Sponsor may be required to provide this information to a regulator.