

MLB The Show 23 Tournament Rules

1) Acceptance of Tournament Ruleset. Individuals wishing to participate in a PS5 tournament must agree or, if they have not yet reached the age of majority in the locality where their PSN account is registered (a “Minor”), have their parent or legal guardian agree to the Tournament Rules (the “Ruleset”). By playing in the Tournament, each individual is confirming that they accept and agree to abide by the terms and conditions set forth in this Ruleset. Or, if a Minor where their PSN account is registered in a jurisdiction that permits Minors to participate, they are confirming that their parent or legal guardian accepts these terms and conditions on behalf of such Minor and agrees that the Minor (i) meets all eligibility requirements set forth in herein, (ii) has the parent or legal guardian’s permission to participate in the Tournament, and (iii) will abide by this Ruleset.

2) Operator. The company responsible for administering PS5 tournaments is the (“Operator”). The Operator for PS5 tournaments in each geographic region is listed in the table below.

a) Sony Interactive Entertainment LLC, 2207 Bridgepointe Parkway, Foster City, CA 94404:

i) **North America:** (Canada, Mexico, United States)

3) Eligibility. In order to be eligible to participate in a Tournament, an individual must meet the below requirements as of the start of the **Tournament Period** (as defined in this Ruleset). Eligible individuals who participate in a Tournament are referred to hereafter as “**Participants**”.

a) Must be a legal resident of one of the countries, regions, or territories listed in Appendix A (each, a “**Participating Jurisdiction**”);

b) Must meet the minimum age requirements for your Participating Jurisdiction (as set forth in Appendix A). If a Minor, you must be at least 16, have the permission of your parent or legal guardian to participate, and reside in a Participating Jurisdiction that permits such participation by Minors.

c) Must have a 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 PS5 tournament (the “**Tournament Game**”);

d) Must have a valid PSN account and an associated PSN ID.

i) **PSN Account Creation.** To create a PSN Account you must be an adult (i.e., you must have reached the legal age of majority in the country in which your account is registered) or you must have your parent or legal guardian create a Child Account under the control of their main Adult Account. Participants must keep the PSN Account they use to join the

Tournament open and in good standing throughout the Tournament Period and the Prize Delivery Period in order to receive any prizes won during the applicable Tournament.

- e) Must have a PlayStation Plus membership for the duration of the Tournament.
- f) Must meet any additional requirements necessary to play the Tournament Game. Such requirements, if any, will be listed in Section 6.

g) **Exclusions:** Participants cannot be (a) an employee of the Operator or the Tournament Game publisher (“**Publisher**”), or one of its parent companies, affiliates, subsidiaries, or related companies and agencies; or (b) an immediate family member (defined as their parents, children, siblings and spouse and their respective spouses, regardless of where they live), or living in the same household of as anyone in category (a), whether or not related to them.

4) Tournament Period. PS5 tournaments for the Tournament Game (each, a “**Tournament**”) will occur as directed by the Operator. When a Tournament becomes available, a **Tournament Activity Card** will be accessible through the Game Hub. The Tournament start date/time and end date/time (the “**Tournament Period**”) will be listed on the Tournament Activity Card.

5) How to Enter.

- a) Select the Tournament Activity Card on the Game Hub and click on “Register.”
- b) Review the Tournament Ruleset in the pop—up window and click “Accept” to agree (acceptance of this Ruleset is a condition of participation).
- c) 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.

6) Tournament Format and Play.

- a) **Mode:** 1 on 1
- b) **System:** Single Elimination
- c) **Seeding:** Random player seeding
- d) **Game Mode:** Exhibition
- e) **Game style:** All-Star
- f) **Game Length:** 3 innings
- g) **Teams:** All-star teams, All-time teams and History teams are forbidden
- h) **Disconnection:** In the event a Player disconnects from the match, the disconnecting will forfeit the entire tournament. Player has the option to sign up to another upcoming tournament found in the Activity Card.

- i) **No Shows:** Each player has five (5) minutes to show up to a match. Not showing up within 5 minutes results in a loss.
- j) **Results:** Match results are submitted by the system at the end of the match.
- k) **Start Times:** All matches must begin on the scheduled start time. A countdown to the start time will be available on the Tournament Activity Card. You will receive a 2-minute warning via on-console notification when only two minutes remain to join the tournament. Matches will begin automatically once all registered players have joined.

7) Prizing. The specific prizes for a PS5 tournament will be listed on the Tournament Activity Card (Participants may need to click on “View All Details” to see the full prize list).

a) **Approximate Retail Value.** If a Tournament prize has an Approximate Retail Value (“ARV”), the ARV will be listed on the Tournament Activity Card next to the prize. Cash prizes (if any) are listed at their cash value before any applicable taxes. Please note that digital prizes, such as some in-game items and PlayStation badges, avatars, or themes have no approximate retail value or application outside of the applicable game or the PlayStation Network, and may not be sold, transferred, or redeemed for real money or items of value.

b) **Taxes and Costs.** To the extent permitted by applicable law, prizes may be subject to applicable international, federal, state, and/or local taxes (including income and withholding taxes). Except where prohibited by local law, Winners are solely responsible for reporting the value of any prizes won and paying any applicable taxes, expenses, costs or fees associated with winning or the prizes they receive. Where required, Operator will withhold tax from any prize at the backup withholding rates required for US and non-US residents, and report prize income and/or tax withholding to the appropriate tax authorities.

c) **Winner Notification and Prize Delivery.** Winning Participants will be notified via on-console notification to their PSN Account. Prizes will be distributed to Participants within 30 Days of the completion of the Tournament in which the prize was won (“Prize Delivery Period”). Operator reserves the right to verify a Participant’s eligibility as a pre-condition to awarding a prize. Participants who fail to respond to any notice or request for verification within the time period specified by such request will be deemed ineligible and their prize forfeited.

d) **No Substitutions.** Prizes may not be transferred, assigned, or substituted or exchanged for cash (or cash-equivalent) by winning Participants and no request to do so by a winning Participant will be granted. Operator reserves the right to substitute any prize with an alternative prize of equal or greater value.

e) **Forfeited Prizes.** If any Participant is found to be ineligible or otherwise in violation of the Tournament Ruleset or does not claim or accept a prize for any reason, their respective prize will be forfeited. Forfeited prizes will not be awarded.

f) **Prize Acceptance.** By accepting a prize, the prize-winning Participant agrees to release Operator from any and all liability, loss or damage arising from or in connection with awarding, receipt and/or use or misuse of such prize or participation in any prize-related

activities. Depending on the prize, other terms and conditions may apply to such acceptance and use of such prize.

8) Publicity Rights. To the extent permitted by applicable law, by participating in this Tournament, each Participant gives the Operator a free, non-exclusive, perpetual, worldwide license to use their name, image, likeness, PSN ID, avatar and any other content provided to Operator in connection with the Tournament to advertise or promote PS5 tournaments or other PlayStation products or services. The Operator will not make any further payment to the Participant and use of these permissions will be without Participant's further notice, review, or approval.

All permissions granted to Operator under this Ruleset will survive the end of the Tournament unless the Participant formally cancels this permission by writing to "SIE Legal Department, Legal Notices" at the address for Operator provided in Section 2 of this Ruleset.

9) Data Collection and Processing.

a) **Processing by Operator.** When you participate in a Tournament, Operator will collect and process your personal information to enable the Tournament features to function, like registration, matching, showing results, and as described in Operator's Privacy Policy, available at <https://www.playstation.com/legal/privacy-policy>. Please note that because Tournaments are competitive and multiplayer, other Tournament Participants may be able to see your profile name or your profile name and score may appear in leaderboards.

10) General Conditions.

a) **Right to Modify, Suspend, or Cancel.** Operator has the sole right to cancel, suspend, or modify the Tournament or any part of it, in any way, if

- i) Operator decides that the Tournament can't be executed as Operator intended, or
- ii) any error, omission, fraud, technical failure, tampering, computer virus, war, public health emergency, or other factor, technical or otherwise, beyond Operator's reasonable control impairs or may impair Operator's ability to properly conduct the Tournament, subject to any applicable law or regulation.

In the event of any such cancellation, termination or suspension the Operator may not award any Prizes in connection with the Tournament and reserves the right, in its sole and absolute discretion, to dispose of the Prizes in any manner it sees fit, subject to applicable local laws.

b) **Bugs, Errors, and Malfunctions.** Operator is not responsible for any problems, bugs, or malfunctions Participants may encounter in the Tournament.

c) **Tournament Tampering or Interference.** Operator reserves the right in its sole and absolute discretion to disqualify any Participant from this Tournament or any other

Tournament conducted now or in the future by Operator or any of its sister companies, in the event of

i) tampering with the entry process; or
ii) fraud or misconduct affecting the integrity of this Tournament (including but not limited to use of entries generated by macro, script, bot, or similar method or use of any third-party modifications to a game or game files that give Participant an advantage of other players); or
iii) Participant engaging in abusive, threatening, or harassing behavior towards any other person, or engaging in any other violation of the PlayStation Network Community Code of Conduct.

d) **Control of Official Rules.** In the event of any inconsistency between this Ruleset and any advertising or other materials relating to the Tournament, this Ruleset will apply.

e) **Severability.** If any part of this Ruleset 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 this Ruleset shall continue to apply.

f) **Translations.** Operator may make official translations of this Ruleset available in languages other than English. To the extent allowed by law, in the event of any conflict between the English version of this Ruleset and any translation, the interpretation under the English version will apply.

11) The MLB Entities and MLB Players:

a. **Definition of "MLB Entities":** The "MLB Entities" shall mean the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, the Major League Baseball Clubs ("Clubs"), MLB Advanced Media, L.P., Major League Baseball Properties, Inc., The MLB Network, LLC, each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.

b. **Definition of "MLB Players":** As used herein, "MLB Players" means, collectively, the Major League Baseball Players Association ("MLBPA"), MLB Players, Inc. ("MLBPI"), and OneTeam Partners, LLC ("OTP"), each of their respective parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the MLBPA, MLBPI, and/or OTP and the owners, general and limited partners, shareholders, directors, officers, members, employees and agents of each of the foregoing entities, including all Major League baseball players.

c. **Exclusion of Employees of the MLB Entities from Eligibility:** Employees of the MLB Entities, (defined as parents, children, siblings and spouse and their respective spouses, regardless of where they reside) and those living in the same household or with whom they are otherwise domiciled, whether or not related, are not eligible to enter or win.

d. **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 MLB 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.

e. The Promotion is in no way sponsored, administered, executed or produced by any of the MLB Players. Officially Licensed Product of MLB Players, Inc. MLBPA and MLBPI trademarks, copyrighted works and other intellectual property rights are owned and/or held by MLBPA or MLBPI and may not be used without the written consent of MLBPA or MLBPI. Visit MLBPLAYERS.com, the Players Choice on the web. All rights reserved.

f. This Promotion is in no way sponsored, administered, executed or produced by any of the MLB Entities. Major League Baseball trademarks and copyrights are used with permission of Major League Baseball. Visit MLB.com.

12) RELEASE AND LIMITATION OF LIABILITY.

To the fullest extent permissible by law, by participating in the Tournament each Participant agrees to indemnify, release, and hold harmless Operator, Publisher, the MLB Entities, the MLB Players, and each of their respective employees, agents, parents, partners, subsidiaries, and affiliates (the "Released Parties"), from any and all liability or any injury, loss or damage of any kind arising in connection with the Tournament, including property damage, personal injury and death that may occur in connection with, preparation for, travel to, or participation in the Tournament, or possession, acceptance or use of prizes or participation in any Tournament-related activities and claims based on publicity rights, copyright or trademark infringement, defamation or invasion of privacy, data protection, and merchandise delivery.

Without limiting the foregoing, unless required by applicable local laws, the Released Parties shall not be liable for: any incorrect or inaccurate entry information; human errors; technical malfunctions; lost, stolen, mutilated, mis-delivered, incomplete or untimely entries that may limit Participant's ability to participate in the Tournament, even if caused by the released Parties' 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 Tournament; inability to 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 or for any other reason whatsoever; printing or other errors; or any combination thereof. Proof of uploading information or data is not considered proof of delivery or receipt. Illegible, duplicate and incomplete entries will be disqualified. False, fraudulent, or deceptive entries or acts, as determined by Operator, render Participants ineligible and all associated entries will be void.

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

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO THE DAMAGES ARISING FROM OPERATOR'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE); AS A RESULT, CERTAIN OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PARTICIPANTS WHO ARE RESIDENTS OF THOSE JURISDICTIONS.

12) Governing Law. To the extent allowed by applicable law, this Ruleset and any disputes that occur will be governed in the table below.

Geographic Region: North America

Regional Operator: Sony Interactive Entertainment LLC

For Participants who reside in a country within the North America region (as defined in Section 2), these are Rules 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 (Contestant and Operator) each agree to submit to the exclusive jurisdiction and venue of these courts and to waive all jurisdictional, venue and inconvenient forum objections.

In any arbitration or litigation relating to this Ruleset, all costs, and fees, including attorney's fees, will be paid by the non-prevailing party.

Appendix A (Country, Region, Age)

North America

Canada 16

Mexico 18

United States 16