

King of Fighters XV Tournament Rules

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|--------------------------|------------------------------|------------------------------|--------------------------|
| English | Español (ES) | Español (MX) | Italiano |
| Français | Deutsch | Português | 日本語 |

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 they reside (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 residing 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)
- ii) **South America:** (Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Nicaragua, Panama, Paraguay, Peru, Uruguay)

b) Sony Interactive Entertainment Inc., 1-6-27, Konan, Minato-ku, Tokyo, 108-8270 Japan:

- i) **APAC:** (Hong Kong, India, Indonesia, Japan, Malaysia, Singapore, South Korea, Taiwan, Thailand)

c) Sony Interactive Entertainment Europe Limited, 10 Great Marlborough Street, London W1F 7LP, United Kingdom:

- i) **Europe:** (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)
- ii) **Middle East:** (Bahrain, Israel, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, United Arab Emirates)
- iii) **ANZ:** (Australia, New Zealand)

If you live in the European Economic Area, the Sponsor acts through its branch in the Netherlands, registered at Olympia 1, 1213NS Hilversum, Netherlands under establishment number 000051647869.

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 account for PSN 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

Please refer to the tournament card for game mode information specific to each tournament.

- a) **Mode:** 1 on 1
- b) **Team Size:** 1 v 1, 3 v 3
- c) **System:** Single Elimination.
- d) **Seeding:** Random player seeding.
- e) **Disconnection:** In the event a Player disconnects from the match, it is the responsibility of the disconnecting Player to reconnect with their opponent within 5 mins. Players who are unable to reconnect within the 5 min will forfeit the entire tournament. Player has the option to sign up to another upcoming tournament found in the Activity Card.
- f) **No Shows:** Each player has five (5) minutes to show up to a match. Not showing up within 5 minutes results in a loss.
- g) **Results:** Match results are -submitted by the system at the end of the match.
- h) **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.** 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.

For Argentina Residents Only: The permissions given to the Operator under this Ruleset 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 Tournament 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.

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.

b) **Processing by Third-Party Game Publishers.** Some Tournaments may be offered by or in partnership with third-party games publishers, in which case you should look in the in-game settings menu to find information about how that third-party publisher will handle your personal information and how to access their privacy policy

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) 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 and Publisher, 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 Operator'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 Tournament; 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 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.

a) **Geographic Region:** Europe, Middle East, ANZ.

Regional Operator: Sony Interactive Entertainment Europe Limited

For Participants in the Europe, Middle East, or ANZ regions (as defined in Section 2), this Ruleset is interpreted under English law.

In the event of a court dispute, the Parties shall submit to the non-exclusive jurisdiction of the courts of England and Wales or (if you are a resident of the European Economic Area) the Netherlands.

b) **Geographic Region:** North America, South America.

Regional Operator: Sony Interactive Entertainment LLC

For Participants who reside in a country within the North America or South America regions (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.

c) **Geographic Region:** APAC.

Regional Operator: Sony Interactive Entertainment Inc.

For Participants in the APAC Region (as defined in Section 2), this Ruleset 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.

Appendix A

North America

Canada 16

Mexico 18

United States 16

Europe

Austria 16

Bulgaria 16

Belgium 16

Cyprus 16

Czech Republic 16

Denmark 16

France 16

Finland 16

Germany 16

Greece 16

Hungary 16

Iceland 16

Ireland 16

Italy 16

Luxembourg 16

Netherlands 16

Norway 16

Poland 16

Portugal 16

Romania 16

Slovakia 16
Slovenia 16
South Africa 16
Spain 16
Sweden 16
Switzerland 16
Ukraine 16
United Kingdom 16

Middle East

Bahrain 16
Israel 16
Kuwait 16
Lebanon 16
Oman 16
Qatar 16
Saudi Arabia 16
United Arab Emirates 16

South America

Argentina 18
Bolivia 16
Brazil 18
Chile 16
Colombia 16
Costa Rica 16
Ecuador 16
El Salvador 16
Guatemala 16
Honduras 16
Nicaragua 16
Panama 16
Paraguay 16
Peru 16
Uruguay 16

APAC

India 16
Hong Kong 16
Indonesia 16
Japan 16
Malaysia 16
Singapore 16
South Korea 16

Taiwan 16
Thailand 16

ANZ

Australia 16
New Zealand 16