# PlayStation® Tournaments

### PS4 WIN-A-THON OFFICIAL RULES

<u>English</u>	Español (ES)	Español (MX)	<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 December 1, 2022 at 12:01AM Pacific Standard Time and ends on January 31, 2023 at 11:59PM Pacific Standard Time will be entered into the PlayStation Tournaments Win-A-Thon (the "**Promotion**"). Anyone participating or wishing to participate in the Promotion is referred to in these Official Rules as a "Participant."

**IMPORTANT:** The Online ID associated with Participant's account for PSN and Participant's performance data in Participating Tournaments will be published on Promotion leaderboards, 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 Win-A-Thon in each geographic region is listed in the table below.

GEOGRAPHIC REGION*	Sponsor
North America (Canada, Mexico, United States) South America (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
APAC (Hong Kong, India, Indonesia, Malaysia, Singapore, South Korea, Taiwan, Thailand)	Sony Interactive Entertainment Inc. 1-6-27, Konan, Minato-ku, Tokyo 108-8270 Japan
Europe (Austria, Bulgaria, Belgium, Cyprus, Czech Republic, Denmark, France, Finland, Germany, Greece, Hungry, Iceland, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Ukraine, United Kingdom) Middle East (Bahrain, Israel, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, South Africa, United Arab Emirates) ANZ (Australia, New Zealand)	Sony Interactive Entertainment Europe Limited 10 Great Marlborough Street, London W1F 7LP United Kingdom  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.

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

## **PARTICIPATING COUNTRIES**

North America (Canada, Mexico, United States)

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

Europe (Austria, Bulgaria, Belgium, Cyprus,

Czech Republic, Denmark, France, Finland, Germany, Greece, Hungry, Iceland, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Ukraine, United Kingdom)

**Middle East** (Bahrain, Israel, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, South Africa, United Arab Emirates)

ANZ (Australia, New Zealand)

**APAC** (Hong Kong, India, Indonesia, Malaysia, Singapore, South Korea, 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 Tournaments Open Series, Fight Night, Weekend Cup or Flash Round tournaments for one or more of the following games (each, a "Participating Tournament") during the Promotion Period:

### **Sports Game Tournaments:**

- FIFA 22 (FUT / Core)
- FIFA 23 (FUT / Core)
- NBA 2K22
- NBA 2K23
- Madden 23 (MUT / Core)

# Fighting Game Tournaments:

- BLAZBLUE CROSS TAG BATTLE
- DNF DUEL
- DRAGON BALL FighterZ
- Guilty Gear -Strive-
- Mortal Kombat 11
- STREET FIGHTER V
- SOULCALIBUR VI
- TEKKEN 7
- THE KING OF FIGHTERS XV
- UNDER NIGHT IN -BIRTH Exe:Late[cl-r]
- 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 Mexico:** To create a PSN Account, 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 where they live 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 December 1, 2022 at 12:01AM Pacific Standard Time and ends on January 31, 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 as follows:
- 4.1.1. On the PS4 Console:

- Access the Events tab from the PS4 Home screen (some games may also allow you to access the Events tab via an in-game button)
- On the left side, select Tournaments
- Select one of the Participating Tournaments
- Select the "register" button on the top left
- Follow the on-screen instructions to link your account for PSN with ESL Gaming and complete the registration process.

### 4.1.2. On the Web:

- Go to https://compete.playstation.com/play
- Select one of the Participating Tournaments
- Select the "sign up" button on the right
- Follow the on-screen instructions to link your account for PSN with ESL gaming and complete the registration process.
- 5. **LEADERBOARDS:** There will be two different leaderboards for the Promotion. Each Participant's Participating Tournament wins will be tracked on the relevant Leaderboard: wins in Sports Tournaments will be tracked on the Sports Game Leaderboard and wins in Fighting Game Tournaments will be tracked on the Fighting Game Leaderboard. Only wins in Participating Tournaments count towards your placement on the respective Leaderboard for such Participating Tournament.
- 6. **HOW TO WIN A PRIZE:** Eligible Participants from North America, Europe, or South America, must place within the top 250 on one of the Leaderboards in order to win a prize. Eligible Participants from Middle East, Asia, or ANZ region, must place within the top 100 on one of the Leaderboards. Prizes will be awarded according to a Participant's placement on a Leaderboard as of the close of the Promotion Period. Participants are permitted to compete for prizes in more than one Participating Tournament and may place on more than one Leaderboard. In the case of a tied score on a Leaderboard, Participants' placement will be based on 1) match win percentage; and 2) the number of tournaments played. Compliance with these Official Rules and the Official Rules of a Participating Tournament is a condition of receiving a prize.

**PRIZES:** Prizes for placing on a Leaderboard are listed in the table below. Approximate Retail Value ("ARV") of physical prizes and cash value of cash prizes are listed below in U.S. Dollar (pre-tax value). Where applicable, cash and non-cash prizes will be converted from USD to local currency, depending on the country where the winner's PSN account is registered.

North America, Europe, South America (Leaderboards are per region)

SPORTS GAME LEADERBOARD		OARD
PLACEMENT	PRIZE	ARV
1 <sup>st</sup> -4 <sup>th</sup>	PS5 Console	\$400
5 <sup>th</sup>	\$400	\$400
6 <sup>th</sup>	\$300	\$300
7 <sup>th</sup>	\$200	\$200

8 <sup>th</sup>	\$100	\$100
9 <sup>th</sup> - 100 <sup>th</sup>	\$50	\$50
101 <sup>st</sup> -250 <sup>th</sup>	\$25	\$25

	FIGHTING GAME LEADER	BOARD
PLACEMENT	PRIZE	ARV
1 <sup>st</sup> -4 <sup>th</sup>	PS5 Console	\$400
5 <sup>th</sup>	\$400	\$400
6 <sup>th</sup>	\$300	\$300
7 <sup>th</sup>	\$200	\$200
8 <sup>th</sup>	\$100	\$100
9 <sup>th</sup> - 100 <sup>th</sup>	\$50	\$50
101 <sup>st</sup> -250 <sup>th</sup>	\$25	\$25

# Middle East and Asia (Leaderboards are per region)

	SPORTS GAME LEADERB	OARD
PLACEMENT	PRIZE	ARV
1 <sup>st</sup>	PS5 Console	\$400
2 <sup>nd</sup>	\$400	\$400
3 <sup>rd</sup>	\$300	\$300
4 <sup>th</sup>	\$200	\$200
5 <sup>th</sup> - 8 <sup>th</sup>	\$100	\$100
9 <sup>th</sup> - 100 <sup>th</sup>	\$25	\$25

	FIGHTING GAME LEADERS	BOARD
PLACEMENT	PRIZE	ARV
1 <sup>st</sup>	PS5 Console	\$400
2 <sup>nd</sup>	\$400	\$400
3 <sup>rd</sup>	\$300	\$300
4 <sup>th</sup>	\$200	\$200
5 <sup>th</sup> - 8 <sup>th</sup>	\$100	\$100
$9^{th} - 100^{th}$	\$25	\$25

# **Australia and New Zealand**

9	SPORTS GAME LEADERBOARD	
PLACEMENT	PRIZE	ARV
1 <sup>st</sup>	PS5 Console	\$400
2 <sup>nd</sup>	\$400	\$400
3 <sup>rd</sup>	\$300	\$300
4 <sup>th</sup>	\$200	\$200

$5^{th}-8^{th}$	\$100	\$100
9 <sup>th</sup> - 100 <sup>th</sup>	\$25	\$25

The total prize pool for the Promotion is approximately \$92,821 USD.

- 6.1. <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 after Sponsor receives all required documentation. Cash Prizes for confirmed winners will be fulfilled by the Tournament Administrator via Matcherino within 90 days after the end of the Promotion Period. Matcherino will automatically deduct taxes from prize winnings, except where prohibited by law.
- 6.2. <u>Taxes and Costs:</u> All cash prizes listed above represent the prize amount before taxes. 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 for tax purposes as required by law. 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. Winners of cash prizes hereby release Sponsor and any of its subsidiaries from any responsibility for the payment of any local and federal taxes and/or any other fees arising out of the acceptance and receipt of cash prizes.
- 6.3. <u>No substitutions by Participant:</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. 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.
- 6.4. <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.
- 6.5. Winner Verification and Required Documentation: Participants who place in a prize-eligible tier on one of the Leaderboards 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, 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 disqualified 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.

7. **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.

All rights and licenses granted to Sponsor under these Rules will still apply after the end of this Promotion 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.

- 8. **GENERAL CONDITIONS:** Sponsor has the sole discretion to disqualify 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.
- 9. **RELEASE:** Except where prohibited by local law, as a condition of participating in the Promotion, Participants release the Sponsor and Tournament Administrator, 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.

10. **LIMITATION OF LIABILITY:** 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. 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 disqualified. False, fraudulent, or deceptive entries or acts, as determined by Sponsor, render Participants ineligible and all associated entries will be void.

- 11. **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/. This data may be passed to a promotion or tournament partner to enable such partner to assist Sponsor in fulfilling and awarding prizes. By participating in the Promotion, each Participant agrees to the terms of Sponsor's Privacy Policy.
- 12. **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.

GEOGRAPHIC REGION	REGIONAL OPERATOR	GOVERNING LAW AND JURISDICTION
Europe Middle East	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.
ANZ		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.
North America	Sony Interactive	For Participants who reside in a country within the North
South America	Entertainment LLC	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 (Participant and Sponsor) each agree to submit to the exclusive jurisdiction and venue of these courts and to waive all jurisdictional, venue and inconvenient forum objections.

For Participants in the APAC Region (as defined in Section 2), this Ruleset is 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
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13. **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 Win-A-Thon." Requests for the winner list must be received by **January 31, 2023**. Sponsor will respond to requests for a winners list after all prizes are awarded.