

PlayStation® Tournaments

WINTER WIN-A-THON OFFICIAL RULES

English	Français	Italiano
Deutsch	Español	русский

All persons who participate in one of the PlayStation Tournaments Open Series Qualifiers listed in Section 1.1 below between December 1, 2021 at 12:01AM Pacific Standard Time and ends on December 31, 2021 at 11:59PM Pacific Standard Time will be entered into the PlayStation Tournaments Winter 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.

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 2) or participate in the Promotion. By registering for a Participating Tournament, each Participant unconditionally accepts and agrees to comply with and abide by these Official Rules.

1. **ELIGIBILITY:** The Promotion is open only to Participants who meet the eligibility requirements listed below at the time of entry:

1.1. 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.

GEOGRAPHIC REGION	PARTICIPATING COUNTRIES
AMER	Canada, Mexico and United States (including District of Columbia) Note: the Promotion is not available in U.S. territories and possessions and overseas military installations, and where otherwise prohibited or restricted by law.
EMEA	Austria, Belgium, Cyprus, Czech Republic, Denmark, France, Finland, Germany, Iceland, Ireland, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland, Ukraine, United Kingdom

1.2. Must participate in any of the PlayStation Tournaments Open Series Qualifiers or Flash Rounds tournaments (“**Participating Tournaments**”) listed below during the Promotion Period and meet the eligibility requirements for such Participating Tournaments at the time of entry;

1.2.1. Sports Tournaments:

- Auto Chess
- FIFA 21 (FUT / Core)
- FIFA 22 (FUT / Core)
- NBA 2k21
- NBA 2k22
- Madden 22 (MUT / Core)

1.2.2. Fighting Tournaments:

- BlazBlue: Cross Tag Battle
- Guilty Gear™ -Strive-
- Mortal Kombat 11 Ultimate
- Mobile Suit Gundam: Extreme Vs. Maxi Boost ON
- SoulCalibur VI
- Tekken 7
- UNDER NIGHT IN-BIRTH Exe:Late[cl-r]

1.2.3. First Person Shooter (“FPS”) Tournaments:

- Apex Legends
- Rainbow Six Siege
- Warface

1.3. Participating Tournaments Eligibility Requirements: All Participating Tournaments require (a) ownership or access to a PS4™ system, compatible controller, and internet connection; (b) ownership or access to a PS4-compatible version of the participating game; (c) an account for PlayStation Network (“PSN”)¹; and (d) a PlayStation Plus subscription. Participants must be old enough to play in a Participating Tournament according to such Tournament’s local age requirements, as of the time of Tournament registration (local age requirements can be found in Appendix B of the Official Rules of each Participating Tournament). For Official Rules of Participating Tournaments, please visit: [Compete.playstation.com/play](https://www.playstation.com/play).

1.4. Exclusions: Employees of Sponsor, ESL Gaming, Inc. (the “**Tournament Administrator**”), and any of their respective parent companies, affiliates, subsidiaries, related companies, or agencies, and immediate family members (defined as parents, children, siblings and spouse and their respective

¹ 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. Visit our PlayStation Support page for information on setting up family accounts (<https://www.playstation.com/en-us/support/account/playstation-family-account-set-up/>).

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.

1.5. **Parental Consent Required.** 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 an eligible Participant they must (a) obtain permission from their parent or legal guardian in order 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. **SPONSOR:** The company responsible for running the Promotion is the Sponsor. The Sponsor for each Geographic Region is listed in the table below.

GEOGRAPHIC REGION	REGIONAL SPONSOR
AMER	Sony Interactive Entertainment LLC 2207 Bridgepointe Parkway Foster City, CA 94404
EMEA	Sony Interactive Entertainment Europe Limited 10 Great Marlborough Street, London W1F 7LP United Kingdom

Sponsor’s decisions with regard to the Promotion and these Official Rules are final and binding in all respects. Entrants with questions regarding the Promotion or the Official Rules should contact the Sponsor for the geographic region in which they reside.

3. **PROMOTION PERIOD:** The Promotion begins December 1, 2021 at 12:01AM Pacific Standard Time and ends on December 31, 2021 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. By registering for a Participating Tournament and agreeing to the Official Rules for that Tournament, Participants also agree to abide by these Official Rules. 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.

4.2. **Participant PSN Account.** 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.

5. **LEADERBOARDS:** Only wins in Participating Tournaments count towards your Leaderboard placement. Monthly Final rounds do not count toward your total number of wins. Tournament wins will be tracked on the Promotion Leaderboards as described in subsection 5.1 and 5.2 below. Win more Tournaments to place higher on a Leaderboard.

5.1. **Seasonal Leaderboard:** Each Participant’s total number of Tournament wins across all Participating Tournaments during the Promotion Period will be tracked on the Seasonal Leaderboard for their region.

5.2. **Genre Leaderboards:** Each Participant’s Tournament wins will also be tracked on the Genre Leaderboards for their region: the Sports Game Leaderboard; Fighting Game Leaderboard; and FPS Game Leaderboard (see Section 1.2 for the list of Tournaments by genre).

6. **HOW TO WIN A PRIZE:** Eligible Participants must place within the top 1,000 on the Seasonal Leaderboard or the top 100 on a Genre Leaderboard in order to win a prize. Prizes will be awarded according to a Participant’s placement on the Promotion Leaderboard as of the close of the Promotion Period. Participant’s total number of Tournament wins determines Participant’s Placement. In the case of a tied score on the Leaderboard, 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.

7. **PRIZES:**

7.1. **Seasonal Prizes:** Prizes for placing in the top 1,000 on a Seasonal Leaderboard are listed in the table below.

Seasonal Leaderboard Placement	Prize (in US Dollar, pre-tax)
First	\$1,000
Second	\$500

Third	\$300
Fourth	\$250
Fifth	\$200
Sixth	\$150
Seventh	\$100
Eighth	\$75
9th - 100th	\$50
101-250th	\$30
251-1000th	\$20

7.2. Genre Prizes: Prizes for placing within the top 100 on a Sports Leaderboard, Fighting Leaderboard, or FPS Leaderboard are listed in the table below.

Leaderboard Placement	Prize (in US Dollar, pre-tax)
First	\$250
Second	\$225
Third	\$200
Fourth	\$175
Fifth	\$150
Sixth	\$125
Seventh	\$100
Eighth	\$75
9th - 100th	\$25

The total prize pool for the Promotion is **\$74,950 USD**; the total prize pool for each geographic region is **\$37,475 USD**.

7.3. Prize Fulfillment: Prizes 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.

7.4. Taxes and Costs: 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.

7.5. No substitutions by Participant: 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.

7.6. Forfeited Prizes: 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.

7.7. Required Documentation: Participants who place in a prize-eligible tier on one of the Leaderboards will be considered "Potential Winners," subject to verification of such Participant's eligibility. Potential Winners may be required to complete a declaration of eligibility ("**Declaration**") in accordance with the instructions listed in the notification correspondence as a condition of receiving a prize. Any Participant who fails or refuses to sign and return the required documentation within the time period as specified in the winner notification will be disqualified. 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. 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. The failure to return all required documentation by the stated deadline or Sponsor's inability to contact an Participant (using the email address associated with Participant's account for PSN) within a reasonable time period, as determined in Sponsor's sole discretion may result in disqualification and the forfeiture of the prize.

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.

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 2 of these Rules.

9. **GENERAL CONDITIONS**: Potential winning Participants are subject to Sponsor's verification. Sponsor's decisions are final and binding in all matters related to the Promotion. Potential winners must

comply with the Official Rules, and receipt of prizes is contingent upon fulfilling all requirements. 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. Any individual who attempts or otherwise encourages, directly or indirectly, the submission of false entries, as determined by Sponsor, will be disqualified. Sponsor has the sole discretion to disqualify any Participant who tampers with the entry process. Sponsor has the sole discretion to disqualify Participants who violate these Official Rules, tamper with the operation of the Promotion or engage in any conduct that is deemed, in Sponsor's sole discretion, to be harassing, detrimental or unfair to Sponsor, the Promotion or any other Participant. Sponsor has no obligation to return any entry consideration, if applicable, submitted by a disqualified Participant.

10. **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.

11. **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.

12. **COLLECTION OF INFORMATION:** Except as otherwise specified in these Official Rules, 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 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](#).

13. **GOVERNING LAW:** To the extent allowed by applicable law, these Rules and any disputes that occur will be dealt with as in the table below.

REGIONAL SPONSOR	GOVERNING LAW AND JURISDICTION
Sony Interactive Entertainment Europe Limited	For Entrants in the SIEE Region, these Rules are 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.
Sony Interactive Entertainment LLC	For Entrants who reside in a country within the SIEA Region, 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 Sponsor) 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 litigation to enforce any part of this agreement, all costs, and fees, including attorney's fees, will be paid by the non-prevailing party.

14. **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 Winter Win-A-Thon.” Requests for the winner list must be received by **January 31, 2022**. Sponsor will respond to requests for a winners list after all prizes are awarded.