

PlayStation® Tournaments

NBA 2K League 2024 Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.

These PlayStation Tournaments NBA 2K League 2024 Sweepstakes Official Rules (these “Official Rules”) govern the participation of all Participants (as defined below) in the PlayStation Tournaments NBA 2K League 2024 sweepstakes (the “Promotion”). By entering either the Promotion, you agree to be bound by these Official Rules.

1. Eligibility.

1.1. Eligibility Requirements: To be eligible to participate in the Promotion an individual must meet the below requirements as of the start of the Promotion Period (as defined below). Eligible individuals who participate in the Promotion are referred to hereafter as “Participants”.

1.1.1. Must be 18 years of age or the age of majority in such Participant’s state of residence, whichever is greater.

1.1.2. 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 a copy NBA 2K24 for PlayStation 5 consoles (the “Tournament Game”);

1.1.3. Must have a valid account for PSN and an associated Online ID. Participants must keep the PSN Account they use to join Tournaments open and in good standing throughout the Promotional Period and the Prize Delivery Period in order to receive any prizes won during the applicable Tournament;

1.1.4. Must have an active PlayStation Plus account;

1.1.5. Must meet any additional requirements necessary to play a Tournament Game, as specified in such Tournament Game;

1.1.6. Participants intending to participate in the Promotion must be a legal resident of a country or territory in one of the three (3) regions listed below (each, a “Promotion Region”, and together, the “Promotion Regions”);

- **North America**: United States.

2. **Sponsor.** The company responsible for running the Promotion in each territory is the “Sponsor”, as described below:

Territory	Sponsor
the United States.	Sony Interactive Entertainment LLC 2207 Bridgepointe Parkway Foster City, CA 94404

Participants with questions regarding the Promotion and/or the Official Rules should contact the Sponsor at SIE-Tournaments@Sony.com.

3. “NBA Entities” means collectively, NBA Properties, Inc.; the National Basketball Association (the “NBA”); NBA Media Ventures, LLC; and the NBA member teams.

4. Exclusions:

4.1. Employees of Sponsor, the NBA Entities, or related companies of the aforementioned parties (including parent, affiliates, subsidiaries, related companies, or agencies) are excluded from participating in the Promotion. Immediate family members (defined as parents, children, siblings and spouse and their respective spouses, regardless of where they reside) and persons living in the same household as or otherwise domiciled with any of the aforementioned individuals are likewise excluded from participating in the Promotion.

5. Promotion; Promotional Period.

- 5.1. Promotion Description: During the Promotional Period (as defined below), Participants that register to compete in the specified tournament match hosted on the PlayStation Tournaments platform (each such tournament, a “Tournament”) will earn one Entry (as defined below). Following the conclusion of the Promotion, a winner will be randomly chosen from Entries submitted in each Promotion Region to receive prizes as specified in Section 5.2 below.
- 5.2. Promotional Period: The Promotion will run from May 29, 2024 12:01 AM GMT to June 10, 2024 11:59 PM GMT (the “Promotional Period”).

6. **Promotion Entries.**

- 6.1. How to Enter. Each Participant may receive only one (1) entry into the Promotion (each, an “Entry”) through one of the methods listed below:
 - PlayStation Tournaments Entry. Participants will receive one (1) Entry for completing one (1) match within a Tournament bracket featuring the Tournament Game:.
 - 6.1.1. Alternate Mail-In Entry. Participants may alternatively enter by obtaining one (1) Entry by sending a handwritten, self-addressed postcard (with sufficient postage and postmarked as of a date between May 29, 2024 and June 10, 2024) to Sony Interactive Entertainment LLC, 2207 Bridgepointe Parkway, Foster City, CA 94404, Attention: Esports. To be valid, entries must be received no later than June 10, 2024 at 12:00 PM (Pacific Time) and entries must include the following information:
 - Participant’s Full name
 - Name of Promotion: NBA2K League 2024 Sweepstakes
 - Participants’ PSN ID
- 6.2. Entry Cap. Each Participant may obtain a maximum of one (1) Entry through all methods listed in Section 4.1 during the Promotional Period. Additional or duplicate entries received by a Participant during the Promotional Period will be discarded for purposes of the Prize Drawings.
- 6.3. Acceptance of Official Rules. By registering to compete in a Tournament or sending a mail-in request as described in Section 4.1.2, each Participant confirms that they accept and agree to abide by the terms and conditions set forth in these Official Rules.

7. **Promotion Prizing.**

- 7.1. Prize Drawing. One (1) digital “Prize Drawing” will be conducted for the Promotion Regions. In the Prize Drawing, a single winner will be randomly chosen from the Entries submitted from the Promotion Regions. The Prize Drawing will occur on or around June 14, 2024 (the “Prize Drawing Date”).
- 7.2. Prizes. The winner will receive one (1) travel package to District E Powered by Ticketmaster in Washington D.C. to watch the NBA 2K League 5v5 Playoffs from June 26, 2024 to June 29, 2024. Winner may also bring a Plus One. The travel package will include the following:
 - Round trip flights for both the winner and Plus One
 - Hotel accommodation for the winner
 - Ground transportation (to and from airport)
 - Food allowance of \$75 USD per day on a prepaid card (\$450 USD in total), and
 - Two (2) District E event tickets. The travel package’s Approximate Retail Value (ARV) is \$3,000USD.
- 7.3. Winner Notification and Verification. The winner chosen in the Prize Drawing (the “Potential Winner”) will be notified of their prizes via (i) an on-console notification, and/or (ii) an email sent to the email address associated with such Participant’s PSN account. Potential Winners will be required to respond to such notification within seven (7) days to claim their prize (such period, the “Acceptance Window”). 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 Potential Winner who fails or refuses to sign and return the required documentation within the Acceptance Window will be disqualified. 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.
- 7.4. Prize Fulfillment. Prizes will be distributed to winning Potential Winners within 14 days of the date in which all required verification documentation described in Section 5.3 has been completed by Participant (the “Prize Delivery Period”). The Prize Delivery Period may be extended due to customs processing delays or other delays outside of the control of Sponsor.
- 7.5. Prize Forfeiture. Potential Winners who fail to respond to any prize notification email or request for verification within the Acceptance Window will be deemed ineligible and their prize forfeited. Winning Participants may choose to forfeit their prize if they do not want it, without substitutions.
- 7.6. Taxes and Costs: To the extent permitted by the applicable law, winning Participants 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.
- 7.7. Substitutions: Prizes are non-transferable and no request for prize substitution or exchange by a Participant will be allowed or honored. 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.
- 7.8. Prize Acceptance. By accepting a prize, the prize-winning Participant agrees to release Sponsor 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.
- 7.9. Additional Prizing Terms and Conditions:
- 7.9.1. Flights must be booked round trip to Washington D.C. from the country where the winner is located.
- 7.9.2. 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 PSN Account.
- 7.9.3. Winner will be provided with pre-paid cards totaling \$450 USD as a food and beverage allowance (cannot be used for alcohol).
- 7.9.4. Travel insurance will not be provided.
- 7.9.5. No minors may travel or stay with the winner.
- 7.9.6. No transfer or cancellation of experience will be permitted after the experience has been booked.
- 7.9.7. No cancellation of reservation or transfer of reservation to another date will be permitted after reservation has been made.
- 7.9.8. SIE will not cover extended dates beyond the designated arrival and departure window of June 25 to June 30. Players wishing to arrive earlier or extend their stay beyond these dates will be responsible for their own accommodations and related expenses.
- 7.9.9. The choice of hotels is at the sole discretion of SIE. All reserved rooms will be of standard category.
- 7.9.10. Winner is responsible for obtaining any required necessary documentation (i.e., valid identification) prior to travel.
- 7.9.11. Winner must sign a liability release prior to issuance of travel documents.
- 7.9.12. Certain blackout dates and travel restrictions may apply.
- 7.9.13. Winner is responsible for paying for anything not included in the prize description (e.g. travel insurance (if desired), luggage fees, hotel incidentals, activities, souvenirs, WiFi).
- 7.9.14. Verified Winner may be required to provide a valid credit card upon hotel check-in to be used as a hold for incidentals.
- 7.9.15. Players acknowledge that they are fully responsible for any damage that occurs during their stay.
- 7.9.16. Additional terms may apply to the experience (e.g. flights, hotel, travel company)

8. Publicity.

- 8.1. To the extent permitted by applicable law, by participating in the Promotion each Participant gives Sponsor a free, non-exclusive, perpetual, worldwide license to use their name, image, likeness, Online ID, avatar and any other content provided to Sponsor in connection with the Promotion, or the Tournaments to advertise or promote PlayStation Tournaments or any other PlayStation product or service. Sponsor will not make any further payment to the Participant and use of these permissions will be without Participant's further notice, review, or approval.
- 8.2. All permissions granted to Sponsor under these Official Rules will survive the end of the Tournament unless the Participant formally cancels this permission by writing to "SIE Legal Department, Legal Notices" at SIE-Tournaments@Sony.com.

9. Data Collection and Processing.

- 9.1. Processing by Sponsor. Except as otherwise specified in these Official Rules, the information collected in connection with the Promotion and the Tournaments 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. Please note that because Tournaments are competitive and multiplayer, other Participants may be able to see your profile name and score. By participating in the Promotion, each Participant agrees to the terms of Sponsor's Privacy Policy.
- 9.2. 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. Release and Limitation of Liability.

- 10.1. To the fullest extent permissible by law, by participating in the Tournament each Participant agrees to indemnify, release, and hold harmless Sponsor and the NBA Entities, in addition to the employees, agents, parents, partners, subsidiaries, affiliates, officers, directors, governors, owners, distributors, retailers, agents, assignees, advertising/promotion agencies, and representatives related to the aforementioned parties (the "Released Parties"), from any and all liability or any injury, claim, action, loss or damage of any kind arising in connection with the Promotion or the Tournaments, including damage to personal or real property due in whole or in part, directly or indirectly, personal injury and death that may occur in connection with, preparation for, travel to, or participation in the Promotion or Tournaments, or possession, acceptance, use or misuse of prizes or participation in any Promotion or Tournament-related activities and claims based on publicity rights, copyright or trademark infringement, defamation or invasion of privacy, data protection, and merchandise delivery.
- 10.2. 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 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 or the Tournaments; inability to access the PlayStation Tournaments platform, the PlayStation Discord channel, 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 (including cheating, hacking, wintrading, or any other actions that would fraudulently alter the outcome of any Tournament match), as determined by Sponsor render Participants ineligible and all associated entries will be void.

10.3. 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 Promotion or Tournament.

10.4. 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 SPONSOR’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.

11. **Governing Law.** To the extent allowed by applicable law, these Official Rules, and any disputes that occur regarding the Promotion or the Tournaments, will be governed in the table below.

Territory	Territory Sponsor	Governing Law and Jurisdiction
United States.	Sony Interactive Entertainment LLC	<p>These Official Rules shall be 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.</p> <p>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.</p>

12. **General Conditions.**

12.1. Authority. Sponsor’s decisions are final and binding in all matters related to the Promotion and the Tournaments.

12.2. Right to Modify, Suspend, or Cancel. To the extent permitted by the applicable law, Sponsor has the sole right to cancel, suspend, or modify the Promotion or any part of the Promotion (including a Tournament), in any way, if:

12.2.1. Sponsor decides that the Promotion can’t be executed as Sponsor intended, or

12.2.2. any error, omission, fraud, technical failure, tampering, computer virus, war, public health emergency, or other factor, technical or otherwise, beyond Sponsor’s reasonable control impairs or may impair Sponsor’s ability to properly conduct the Promotion subject to any applicable law or regulation.

In the event of any such cancellation, termination or suspension the Sponsor may not award any prizes in connection with the Promotion 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.

12.3. Bugs, Errors, and Malfunctions. Sponsor is not responsible for any problems, bugs, or malfunctions Participants may encounter during Participant’s participation in the Promotion.

- 12.4. **Tampering or Interference.** Sponsor reserves the right in its sole and absolute discretion to disqualify any Participant from the Promotion or any other promotion or event conducted now or in the future by Sponsor or any of its affiliates in the event of:
- 12.4.1. tampering with the entry process; or
 - 12.4.2. fraud or misconduct affecting the integrity of the Promotion (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
 - 12.4.3. 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 found at <https://www.playstation.com/en-us/support/account/community-code-of-conduct/>.
- 12.5. **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 control.
- 12.6. **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 these Official Rules will be considered to be removed and the rest of these Official Rules shall continue to apply.
- 12.7. **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. **Winner's List.** To obtain a copy of the Promotion's winner's list, email SIE-Tournaments@Sony.com with the subject line: "Winner's List Request: PlayStation Tournaments NBA2K League 2024 Sweepstakes." Requests for the winner list must be received by June 31, 2024. Sponsor will respond to requests for a winners list after all prizes are awarded.