

# PlayStation® Tournaments

## SUMMER WIN-A-THON OFFICIAL RULES

The following promotion is not intended for viewing outside of the United States and Canada. Do not enter this Promotion if you are not a legal resident of, and located in, Canada or the United States at the time of entry. Void in all U.S. territories and possessions and overseas military installations and where prohibited or restricted by law.

All persons who participate in one of the PlayStation Tournaments Open Series Qualifiers listed in Section 1.1 below between July 1<sup>st</sup> at 12:01AM Pacific Standard Time and August 31<sup>st</sup> 11:59PM Pacific Standard Time will be entered into the PlayStation Tournaments Summer Win-A-Thon (the “**Promotion**”). By registering for a Participating Tournament, each Participant (or his or her parent or legal guardian if the Participant is under the age of majority in his or her jurisdiction of residence) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sony Interactive Entertainment LLC, 2207 Bridgepointe Parkway, San Mateo, CA 94404, United States (“**Sponsor**”), which are final and binding in all respects. **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.** Sponsor is responsible for the Promotion’s overall administration. Participants should look solely to Sponsor with any questions, comments or problems related to the Promotion.

1. **ELIGIBILITY:** The Promotion is open only to legal residents of Canada, the 50 United States, and the District of Columbia who: (a) are at least 16 years old; (b) participate in any of the PlayStation Tournaments Open Series Qualifiers (“**Participating Tournaments**”) listed below during the Promotion Period (as defined in Section 2) and meet the eligibility requirements for such Participating Tournaments; and (c) are not employees of Sponsor or any of their respective parent companies, affiliates, subsidiaries, related companies, or agencies, or an immediate family member (defined as parents, children, siblings and spouse and their respective spouses, regardless of where they reside) thereof, or persons living in the same household as or otherwise domiciled with any of the aforementioned individuals. Participants must meet the eligibility requirements as of the start date of the Promotion.

### 1.1. Participating Tournaments:

- Auto Chess
- BlazBlue: Cross Tag Battle
- Call of Duty®: Black Ops Cold War
- FIFA 20
- FIFA 21
- FIFA 21 Ultimate Team
- Guilty Gear™ -Strive-
- Mobile Suit Gundam: Extreme Vs. Maxi Boost ON
- Mortal Kombat 11 Ultimate
- NBA 2K21
- SoulCalibur VI
- Tekken 7
- UNDER NIGHT IN-BIRTH Exe:Late[cl-r]

- Warface

1.2. 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”)<sup>1</sup>; and (d) a PlayStation Plus subscription. Participants must be at least 17 years old to compete in Mortal Kombat 11 Ultimate tournaments, and at least 18 years old to participate in Call of Duty®: Black Ops Cold War tournaments; participants who are at least 16 years old may compete in all other participating tournaments. For Official Rules of Participating Tournaments, please visit: [Compete.playstation.com/play](https://compete.playstation.com/play).

2. **PROMOTION PERIOD**: The Promotion begins July 1, 2021 at 12:01AM PST and ends on August 31, 2021 at 11:59PM PST (the “**Promotion Period**”).

3. **HOW TO ENTER:**

3.1. 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:

3.1.1. On the PS4 Console:

i. 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)

ii. On the left side, select Tournaments

iii. Select one of the Participating Tournaments

iv. Select the “register” button on the top left

v. Follow the on-screen instructions to link your account for PSN with ESL gaming (the administrator of the Participating Tournaments) and complete the registration process.

3.1.2. On the Web:

i. Go to <https://compete.playstation.com/play>

ii. Select one of the Participating Tournaments

iii. Select the “sign up” button on the right

iv. Follow the on-screen instructions to link your account for PSN with ESL gaming (the administrator of the Participating Tournaments (“Tournament Administrator”) and complete the registration process.

3.2. 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.

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<sup>1</sup> 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/>).

4. **HOW TO WIN A PRIZE:** Eligible Participants must place within the top 1,000 on the Promotion Leaderboard in order to win a prize. Placement on the Leaderboard is determined by a Participant's number of Tournament wins across Participating Tournaments during the Promotion Period; win more Tournaments to place higher on the Leaderboard. Only wins in Participating Tournaments count towards your Leaderboard placement; Monthly Final rounds do not count toward your total number of wins.

5. **PRIZES:** 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.

Leaderboard Placement	Prize	Approximate Retail Value (ARV) of Prize
First	PS5 + \$250 in PlayStation Store ("PS Store") Credit	\$750 USD
Second	PS5 + \$200 in PS Store Credit	\$700 USD
Third	PS5 + \$150 in PS Store Credit	\$650 USD
Fourth	PS5 + \$100 in PS Store Credit	\$600 USD
Fifth	PS5 + \$50 in PS Store Credit	\$550 USD
Sixth	PS5 + \$25 in PS Store Credit	\$525 USD
Seventh	PS5	\$500 USD
Eighth	PS5	\$500 USD
9th - 100th	\$100 in PS Store Credit	\$100 USD
101-250th	\$50 in PS Store Credit	\$50 USD
251-500th	\$20 in PS Store Credit	\$20 USD
501-1000th	\$10 in PS Store Credit	\$10 USD
	<b>TOTAL PRIZE POOL ARV</b>	<b>\$31,395.00 USD</b>

5.1. **Prize Fulfillment:** Participants who place in the top 1,000 on the Promotion Leaderboard will be considered "Potential Winners," subject to Sponsor's verification of such Participant's eligibility. Potential winners will be confirmed by Sponsor at 2207 Bridgepointe Parkway, San Mateo, California, 94404 on September 7, 2021 at 6pm Pacific Standard Time and notified via the email they provided during the tournament registration process on September 8, 2021. Winners of a PS5 console will be asked by the Tournament Administrator to provide a shipping address in order to receive the console. Winners of PlayStation Store Credit will receive the credit via voucher code sent to the email address they provided during the tournament registration process. Prizes will be delivered to confirmed winners approximately 4-6 weeks after the close of the Promotion period.

5.2. Required Documentation: 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. Non-compliance with these Official Rules or 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.

5.3. Taxes and Costs: The value of any prize awarded to a winner may be reported for tax purposes as required by law. Participants who win any prize valued at \$600 or more will receive a Federal Tax Form 1099. Winners are solely responsible for any applicable federal, state, and local/municipal taxes, VAT, and any other costs or fees associated with winning or the prizes they receive. All other costs and expenses not expressly set forth herein shall be solely each winner’s responsibility. We recommend that you consult with your tax advisor if you have further questions.

5.4. No substitutions by Participant: Prizes are non-transferable and no request for prize substitution, exchange, or cash equivalent by Participant will be allowed or honored; however, Participant may choose to forfeit a 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.

5.5. 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.

6. **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.

7. **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.

8. **RELEASE:** 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 ESL Gaming (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.

9. **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.

10. **COLLECTION OF INFORMATION:** The Online ID associated with Participant's account for PSN and Participant's performance data in Participating Tournaments will be published on Promotion leaderboards unless Participant has chosen to hide the participating tournament games in their privacy settings. 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](#).

11. **GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Participants or Sponsor in connection with this Promotion are governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction) that would cause the application of any other jurisdiction's laws. Participants hereby submit to the exclusive jurisdiction and venue of the Federal and State Courts in San Mateo, California for the purposes of any suit related to the Promotion and waive any claim that

they are not subject personally to the jurisdiction of said courts or that any such suit or other proceeding is brought in an inconvenient forum or improper venue.

12. **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 Summer Win-A-Thon." Sponsor will send a winner's list after all prizes are awarded (approximately 4-6 weeks after the close of the Promotion Period). Requests for the winner list must be received by November 30, 2021.