# MLB THE SHOW CHAMPIONSHIP SERIES

## 2023 QUALIFIERS OFFICIAL RULES

All persons who participate in one of the qualifier tournaments (as defined in Section 3 below) between August 19, 2023 at 12:01AM Pacific Standard Time and ends on September 17, 2023 at 11:59PM Pacific Standard Time will be entered into the MLB The Show Championship Series 2023 Qualifier Tournaments (the "Qualifiers"). Anyone participating in the Qualifiers is referred to in these official rules ("Official Rules") as a "Participant."

**IMPORTANT:** The Online ID associated with Participant's account for PlayStation Network ("**PSN**") and Participant's performance data in Participating Tournaments will be published on Qualifiers leaderboards, even if Participant has chosen to hide the participating tournament games in their privacy settings.

By registering for a Qualifier 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 Qualifier Tournament (as listed in Section 3).

**1. SPONSOR:** The company responsible for running the Qualifiers is the "**Sponsor**". The Sponsor for the Qualifiers in each geographic region is listed in the table below.

GEOGRAPHIC REGION	Sponsor
North America (Canada, Mexico, United States)	Sony Interactive Entertainment LLC 2207 Bridgepointe Parkway Foster City, CA 94404

Sponsor's decisions with regard to the Qualifiers and these Official Rules are final and binding in all respects.

- **2. ELIGIBILITY:** The Qualifiers is open only to Participants who have 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 Promotion, and who meet the eligibility requirements listed below at the time of entry:
- **2.1 Residency Requirement:** Must be a legal resident of one of the countries, regions, or other jurisdictions listed in the table below (each, a "**Participating Country/Region**"). For purposes of these Rules, a person's residence is determined by the country/region in which their account for PlayStation Network is registered.

PARTICIPATING COUNTRIES/REGIONS		
North America (Canada, Mexico, United States)		

The Qualifiers is not available in U.S. territories, possessions, overseas military installations, or where otherwise prohibited or restricted by law.

- **2.2 Age and Other Eligibility Requirements:** Must meet the age and other eligibility requirements for the Qualifier Tournament(s) at the time of entry into such Tournament(s). Eligibility requirements for Qualifier Tournaments may be found in the respective Tournament Rulesets, which are accessible via the Tournament Activity Cards during the registration process.
- **2.3 Exclusions:** 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 Qualifiers. Persons living in the same household as or otherwise domiciled with any of the aforementioned individuals are likewise excluded from participating in the Qualifiers.
- **2.4 Parental Consent Required.** If any person is or will be under the age of legal majority in the country in which their PSN account is registered at the time they enter the Qualifiers, then to be considered an eligible Participant they must (a) obtain permission from their parent or legal guardian to participate in the Qualifiers; 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.
- **2.5 Participant PSN Account.** The authorized account holder of the account for PSN used to enter the Qualifiers 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 Qualifiers will be sent to the account for PSN used to enter the Qualifiers and/or to the email address associated with such account.

Note: 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.

**3. QUALIFIERS PERIOD:** The Qualifiers period begins August 19, 2023, at 12:01AM Pacific Standard Time and ends on September 17, 2023, at 11:59PM Pacific Standard Time (the "Qualifiers Period"). Timing of each Qualifier Tournament is detailed in the table below.

QUALIFIER TOURNAMENT	START DATE & TIME
Qualifier Tournament # 1	August 19, 2023, at 12:00 PM PDT
Qualifier Tournament # 2	August 20, 2023, at 12:00 PM PDT
Qualifier Tournament # 3	August 26, 2023, at 12:00 PM PDT
Qualifier Tournament # 4	August 27, 2023, at 12:00 PM PDT

Qualifier Tournament # 5	September 9, 2023, at 12:00 PM PDT
Qualifier Tournament # 6	September 10, 2023, at 12:00 PM PDT
Qualifier Tournament # 7	September 16, 2023, at 12:00 PM PDT
Qualifier Tournament # 8	September 17, 2023, at 12:00 PM PDT

- **4. HOW TO ENTER:** All persons who enter a Qualifier Tournament during the Qualifiers Period will be entered to the Qualifiers. Participants can register for a Qualifier Tournament on the PS5 console as follows:
  - Go to the Game Hub for MLB The Show 23, select the Activity Card for a Qualifier Tournament, denoted by the title on the Activity Card "Qualifier Tournament # X", and click on "Register." (The "Game Hub" is the area on the PS5 console that contains available Activities and other content related to a particular game.)
  - Review the Tournament Ruleset in the pop—up window and click "Accept" to agree. Acceptance of and compliance with the Tournament Ruleset is a condition of eligibility to participate in the Qualifiers.
  - 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.
- **5. LEADERBOARD:** Participants' placement for each Qualifier Tournament will be tracked on a points leaderboard for the Qualifiers Period ("Leaderboard"). Final placement in Qualifier Tournaments count towards your Leaderboard placement according to the table below.

QUALIFIER TOURNAMENT PLACEMENT	NUMBER OF POINTS AWARDED
1st Place	5 Points
2 <sup>nd</sup> Place	2 Points
3 <sup>rd</sup> – 4 <sup>th</sup> Place	1 Points
5 <sup>th</sup> – 32 <sup>nd</sup> Place	0 Points

#### MLB The Show Championship Series 2023 Final

Participants who place in the top 12 in the Leaderboard will be invited to an additional tournament ("Final") where Participants can compete for cash prizing. Depending on where Participants place in the Leaderboard will also reflect their seeding in the Final. In the case of a tied score on the Leaderboard as of the close of the Qualifiers Period, Participants' placement will be based on 1) average Qualifier Tournament rounds completed; if there is still a tie 2) number of match wins; if there is still a tie after the first two tiebreakers, 3) strength of opponents faced in Qualifiers.

### MLB The Show Championship Series 2023 Last Chance Qualifier

Participants who earn placement between 13<sup>th</sup> and 75<sup>th</sup> place in the Leaderboard will be invited to an additional tournament ("Last Chance Qualifier") where Participants can compete for an invitation to the Final. Depending on where Participants place in the Leaderboard will also reflect their seeding in the Last Chance Qualifier. In the case of a tied score on the Leaderboard as of the close of the Qualifiers Period, Participants' placement will be based on 1) average Qualifier Tournament rounds completed; if there is still a tie 2) number of match wins; if there is still a tie after the first two tiebreakers, 3) strength of opponents faced in Qualifiers.

- **6. PRIZING:** Placement points for the Qualifiers Leaderboard are the only prizes awarded and have no approximate retail value or application outside of this Qualifiers. Prizes are non-transferable and no request for prize substitution or exchange by Participant will be allowed or honored.
- 7. Winner Verification and Required Documentation: Participants who place in a prize-eligible tier on the Leaderboard 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 a completed a declaration of eligibility and liability release, 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 Qualifiers Code of Conduct (Appendix A); 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 Qualifiers.
- **8. PUBLICITY:** Except where prohibited by law, participation in the Qualifiers 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 and information granted to Sponsor under these Rules will still apply after the end of this Qualifiers 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. 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 apply.
- **10. 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 the rules will be considered to be removed and the rest of these Official Rules shall continue to apply.
- 11. 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 Qualifiers, 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 PSN). 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 Qualifiers, 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 Qualifiers will be void. Sponsor has the sole discretion to modify, cancel or suspend this Qualifiers should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Qualifiers or Sponsor otherwise becomes incapable of running the Qualifiers as planned. Sponsor is not responsible for changes to Participant's contact information.
- **12. RELEASE:** Except where prohibited by local law, as a condition of participating in the Qualifiers, Participants release the Sponsor, the MLB Entities and MLB Players (as defined in Section 15.), 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) (the "Released Parties") 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 Qualifiers, or possession, acceptance or use of prizes or participation in any Qualifiers-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 Released Parties be liable or responsible for any incidental, consequential, or punitive damages arising out of or in connections with the Qualifiers.

13. LIMITATION OF LIABILITY: To the maximum extent permitted by applicable law, the Released Parties 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 Qualifiers, even if caused by the Released Parties' 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 Qualifier; 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.

- **14. COLLECTION OF INFORMATION:** Except as otherwise specified the information collected in connection with the Qualifier 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 Qualifiers, each Participant agrees to the terms of Sponsor's Privacy Policy.
- **15. GOVERNING LAW AND JURISDICTION:** To the extent allowed by applicable law, the Qualifiers, these Official Rules and any disputes that occur will be governed in the table below.

GEOGRAPHIC REGION	REGIONAL OPERATOR	GOVERNING LAW AND JURISDICTION
North America	Sony Interactive Entertainment LLC	For Participants who reside in a country within the North America regions (as defined in Section 2), these Official Rules are 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.  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.

**14. WINNER LIST:** To obtain a copy of the winner list, email SIE-Tournaments@Sony.com with the subject line: "Winner's List Request: MLB The Show Championship Series" Requests for the winner list must be received by September 17, 2023. Sponsor will respond to requests for a winners list after all prizes are awarded.

### 15. MLB Entities and MLB Players

a. Definition of "MLB Entities": The "MLB Entities" shall mean the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, the Major League Baseball Clubs ("Clubs"), MLB Advanced Media, L.P., Major League Baseball Properties, Inc., The MLB Network, LLC, each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.

- b. **Definition of "MLB Players":** As used herein, "MLB Players" means, collectively, the Major League Baseball Players Association ("MLBPA"), MLB Players, Inc. ("MLBPI"), and OneTeam Partners, LLC ("OTP"), each of their respective parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the MLBPA, MLBPI, and/or OTP and the owners, general and limited partners, shareholders, directors, officers, members, employees and agents of each of the foregoing entities, including all Major League baseball players.
- c. Exclusion of Employees of the MLB Entities from Eligibility: Employees of the MLB Entities and/or the MLB Players, (defined as parents, children, siblings and spouse and their respective spouses, regardless of where they reside) and those living in the same household or with whom they are otherwise domiciled, whether or not related, are not eligible to enter or win in the Qualifiers.
- d. Right of Publicity Release: Participants in the Qualifiers (if minor, his/her parent or legal guardian) agree to be bound by these Official Rules and agree that the MLB Entities, the MLB Players and their respective designees and assigns may use the participant's name, voice, city/state of residence, photos, video or film clips, and/or other visual likeness for advertising and/or trade purposes and/or for any other purpose in any media or format now or hereafter known without further compensation (financial or otherwise), permission or notification.
- e. The Qualifiers are in no way sponsored, administered, executed or produced by any of the MLB Players. Officially Licensed Product of MLB Players, Inc. MLBPA and MLBPI trademarks, copyrighted works and other intellectual property rights are owned and/or held by MLBPA or MLBPI and may not be used without the written consent of MLBPA or MLBPI. Visit MLBPLAYERS.com, the Players Choice on the web. All rights reserved.
- f. This Promotion is in no way sponsored, administered, executed or produced by any of the MLB Entities. Major League Baseball trademarks and copyrights are used with permission of Major League Baseball. Visit MLB.com.

#### **APPENDIX A: CODE OF CONDUCT**

In addition to the PSN Community Conde of Conduct, which can be found here: <a href="https://www.playstation.com/en-us/support/account/community-code-of-conduct/">https://www.playstation.com/en-us/support/account/community-code-of-conduct/</a>, the following Code of Conduct applies to all Participants in the Qualifiers during the Qualifiers and for two years following the Qualifiers. Violation of this Code of Conduct can lead to disqualification from the Qualifiers, or the deduction of Leaderboard points, and suspension from future sponsored tournaments. This Code of Conduct applies to conduct in the Qualifiers, social media and activity on live streams. Except as otherwise noted herein, the Sponsors' decisions are final and binding in all matters relating to the Qualifiers.

- Use of hate speech, slurs, abusive or otherwise offensive language is prohibited.
- Abusive behavior, including harassment, threats, bullying, or stalking is prohibited.
- Physical abuse, fighting or any threatening action, directed at any Participant, or any other person, is prohibited.
- Discrimination and disparaging actions against anyone based on their race, ethnicity, gender identity, sexual orientation, nationality, religion, appearance, mental or physical ability, or other personal characteristics, is prohibited.
- Defamation or infringement of intellectual property, privacy or publicity rights, is prohibited.
- Creation or distribution of graphic sexual content or abhorrent violent material is prohibited.
- Any action that interferes with play of a game, including breaking a console, interfering
  with power, abuse of in-game pausing, the use or exploit of any bugs, glitches,
  vulnerabilities, or unintentional mechanics for a competitive advantage, is prohibited.
- Gambling, including betting on the outcome of games, is prohibited.
- Giving and receiving bribes is illegal and prohibited.
- Collusion, defined as any agreement among two or more Participants to disadvantage other Participants in the Qualifiers, is strictly prohibited. This includes the following:
  - Intentionally losing a match
  - o Playing on behalf of another Participant
  - Any form of match-fixing
  - Soft play (a Participant not trying their hardest in order to allow another Participant to increase their score)
  - Agreeing to split current or future prizes
- Entrants are prohibited from implying or representing that they have a commercial relationship with the Qualifiers, Sponsor, the MLB Entities or the MLB Players. Use of the intellectual property of the Sponsor, the MLB Entities or the MLB Players is strictly prohibited without written consent of the intellectual property owner.

This Code of Conduct is in addition to MLB The Show 23 and PlayStation terms of service and codes of conduct that may be applicable to participation in the Qualifiers.