# MLB THE SHOW 22 SUMMER CIRCUIT

## **OFFICIAL RULES**

By participating in MLB The Show 22 Summer Circuit (the "**Promotion**"), each entrant (or his or her parent or legal guardian if the entrant is under the age of majority in his or her state or province of residence) (each, an "**Entrant**" or "**you**") unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the **Sponsor** (as defined below) and Battlefy ("**Administrator**"), which shall be final and binding in all respects. Entrants under the legal age of majority in their jurisdiction of residence must get permission to enter the Promotion from their parent or guardian. Administrator will facilitate the collection and scoring of entries and the overall administration of the Promotion. Entrants shall look solely to Administrator with any questions, comments or problems related to the Promotion.

SPONSOR AND PARTICIPATING COUNTRIES. This Promotion is only intended for legal residents of
the participating countries and territories set out in the table below (collectively, "Participating
Countries"). Please do not enter this Promotion if you don't live in one of the Participating Countries
at the time of Entry. The company responsible for running the Promotion is the Sponsor. The Sponsor
in each Region is listed in the table below.

PARTICIPATING COUNTRIES/TERRITORIES	REGIONAL SPONSOR	ADDRESS
United States, Canada (together, the "SIEA Region")	Sony Interactive Entertainment LLC	2207 Bridgepointe Parkway, San Mateo, CA 94404, United States

People with questions regarding the Promotion or the Official Rules should contact the Regional Sponsor for their country in the table above. For purposes of these Official Rules, a person's country of residence is determined by the country in which their console network account is registered.

- **2. ELIGIBILITY:** The Promotion is only open to legal residents of Participating Countries age thirteen (13) or older at time of entry who have the following at the start of the Promotion Period (as defined below):
  - Access to MLB The Show 22 on the PS4 console or the PS5 console, Xbox One, Xbox Series X|S
    or Nintendo Switch,
  - Access to a PS4 console or PS5 console, Xbox One, Xbox Series X|S, or Nintendo Switch,
  - A valid account on PlayStation®Network ("PSN Account") and an associated PSN ID, a valid account on Xbox Live ("Xbox Live Account") and an associated Gamertag ("Xbox Live Gamertag"), or a valid account on Nintendo Switch Online ("Nintendo Online Account") and an associated Nintendo Account ("Nintendo Account"),
  - A valid subscription to PlayStation®Plus if competing on a PS4 or PS5 console, a valid subscription to Xbox Live Gold if competing on an Xbox One or Xbox Series X|S, or a valid subscription to Nintendo Switch Online if competing on a Nintendo Switch,
  - A valid Battlefy registration, and

At least 5mbps of internet bandwidth to broadcast.

A minor will need to have created an account on the platform on which they would like to compete and must have created this account in accordance with their chosen platform's Term of Service. By permitting a minor to participate in the Promotion such minor's parent or legal guardian represents and warrants that he or she has read, understands, and agrees to the terms and conditions of these Official Rules.

Employees and representatives of Sponsor and its parent companies, Administrator, "MLB Entities" (as defined below), Microsoft Corporation, Nintendo Corporation, affiliates, subsidiaries, and related companies, agencies, and the judging panel and immediate families (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. 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. Void in Puerto Rico, all U.S. territories and possessions and overseas military installations and where prohibited or restricted by law.

Entrants must read these Official Rules, including the Code of Conduct attached hereto as Appendix A, and Administrator's privacy policy, accessible at <a href="https://battlefy.com/policies/privacy-policy">https://battlefy.com/policies/privacy-policy</a> (the "Privacy Policy"). Information collected in connection with the Promotion will be collected in accordance with Administrator's Privacy Policy and as explained below in Section 15 ("Collection, Use and Sharing of Information") of these Official Rules. By entering the Competition, each Entrant agrees to be bound by the Official Rules, Code of Conduct and Privacy Policy.

**3. TIMING:** The Promotion begins on May 10, 2022 at 8:00 AM PT and ends on June 19, 2022 at 9:00 PM PT (the "**Promotion Period**") but will be broken into separate tournament days (each, a "**Stage**"), as detailed below.

Stage	Registration Start Date and Time	Registration End Date and Time	Day 1	Day 2 (for qualifying Entrants only)
Open Qualifier 1	May 10 at 8:00 am PT	May 21 at 8:59am PT	May 21, Play at least 6 games between	May 22, at 9:00am PT until all

			9:00am PT until 5:00 PT	matches are complete
Open Qualifier 2	May 10 at 8:00 am PT	May 28 at 8:59am PT	May 28, Play at least 6 games between 9:00am PT until 5:00 PT	May 29, at 9:00am PT until all matches are complete
Open Qualifier 3	May 10 at 8:00 am PT	June 4 at 8:59am PT	June 4, Play at least 6 games between 9:00am PT until 5:00 PT	June 5, at 9:00am PT until all matches are complete
Open Qualifier 4	May 10 at 8:00 am PT	June 11 at 8:59am PT	June 11, Play at least 6 games between 9:00am PT until 5:00 PT	June 12, at 9:00am PT until all matches are complete
Grand Finals	N/A	N/A	June 18, at 9:00am PT until all matches are complete	June 19, at 9:00am PT until all matches are complete

## 4. HOW TO ENTER AND PARTICIPATE

- 4.1 How to Enter: Entrants must link their PSN Account, Xbox Live Account or Nintendo Switch Online Account to their Battlefy account by registering for the event on the tournament landing page, accessible at battlefy.com/mlbtheshow22 ["Tournament Page"] and provide the following information: date of birth, PSN ID, Xbox Live Gamertag or Nintendo Account, Email Address and Discord Username (each Promotion entry, an "Entry").
- 4.2 How to Play: Visit the Tournament Page, accessible at <a href="http://battlefy.com/mlbtheshow22">http://battlefy.com/mlbtheshow22</a> to access the match schedule and PSN ID, Xbox Live Gamertag or Nintendo Account of each opponent. For each round of the tournament, to play against the correct opponent, you must first queue up for a match on Battlefy on the tournament day and accept the match. Once a match is accepted, each Entrant must add the assigned opponent as a friend in the Diamond Dynasty "Play vs Friends" Mode. Players can add opponents cross-platform by typing in their opponent's PSN ID, Xbox Live Gamertag, or Nintendo Account. Once opponents are added on

each other's friends lists, all games will be played in the Diamond Dynasty "Play vs Friends" Mode using the Required Settings in 4.3. Each Entrant must play all assigned matches. Each Entrant who finishes the minimum number of games (6) will receive 11,000 MLB The Show Stubs (ARV: \$10 USD).

4.3 Required Settings: The following configuration shall be the settings for each match. Entrants may report any opponent's non-compliant settings to the Administrator prior to the match.

Cross play: ON (network setting)
Add friends: ON (network setting)
Messaging: ON (network setting)

Mode: Diamond Dynasty

Hitting: Legend
Pitching: Legend
Guess Pitch: OFF
Quick Counts: OFF
Strike Zone: ON
Hot Zone: OFF

Umpire Accuracy: PerfectUmpire close plays: OFF

Ejections: OFFInjuries: OFF

Balks: OFF

• Presentation mode: Fast Play

• Created ballplayers are not permitted.

## 4.4 Tournament Structure:

## **Open Qualifier Rounds**

- Day One Ladder Stage:
  - All players who register for the ladder will be eligible to queue for a match at any time during the eight hour open play period,
  - o All games will be 3-inning games using the Required Settings in 4.3,
  - A minimum number of six matches ("Minimum Match Threshold") must be played by a player for their leaderboard entry to be valid.
  - If less than 64 players play six matches, then the Minimum Match Threshold will drop as needed to reach eight players, provided that:
    - Players with a minimum of six matches played will be placed higher on the leaderboard than those with less than six matches played even if those who played fewer matches have a higher win-loss deferential
  - For players who play under six matches, players who have played more matches will be placed higher on the leaderboard than those who have played fewer matches even if those who played fewer matches have a higher win-loss differential
  - Matchmaking will preferentially select players with similar scores in during the play period
  - Ladder placement is based on win-loss differential, where one match win equates to
     +1 points and one match loss equates to -1 points,

- Games tied at the end may go into extra innings until a winner is determined.
- Day Two:
  - The top 64 players plus ties from the Day 1 Ladder will be eligible to participate in the Day 2 Single Elimination bracket.
  - All nine-inning games, best-of-one.
- Games tied at the end may go into extra innings until a winner is determined.

Grand Finals: Single Elimination bracket format.

- Day One: Single elimination bracket format. Round of 64 through Round of 16 (nine innings, best-of-one). Round of eight (nine innings, best-of-three series). Round of four begins Day Two.
- Day Two: Single elimination bracket format. Round of four (nine innings, best-of-three series). Final (nine-inning games, best-of-five series).
- Games tied at the end may go into extra innings until a winner is determined.

Stadiums: All MLB and Minor League Stadiums are allowed but created stadiums are not permitted. The higher seeded Entrant will be the home team for the first game. If multiple games are played, Entrants will alternate Home/Away status.

The following squad compositions are required for eligibility in the Promotion (Supercharged, Community Parallel, and Inside Edge boosts count towards overall ratings):

## Position Players:

3 x 95+ overall ratings players (or below) 3 x 85-94 overall ratings players (or below) The rest 84 or below overall rating

# Starting Pitchers Limit:

2 x 95+ overall rating starters (or below) 1 x 85-94 overall rating starter (or below) The remaining 2, 84 or below overall rating

## **Bullpen Limit:**

2 x 95+ overall rating bullpen pitchers (or below)

3 x 85 - 94 overall rating bullpen pitchers (or below)

3 x 84 or below overall rating bullpen pitchers

Win/Loss Reporting: Both Entrants must report results of each match on the Administrator's match event page. Entrants are advised to upload a screenshot of the final score and both Entrants' IDs and keep all screenshots in case of dispute. Simulating or manipulating the game results reporting images is forbidden and grounds for disqualification. If match results are not uploaded to the Administrator, either or both Entrants may be disqualified.

Qualification for Grand Finals- Entrants may qualify for the Grand Finals by placing within the top 16 in the matches in one of the Open Qualifiers. Entrants who already qualified (Top 16) won't be able to participate in another Open Qualifier to ensure other Entrants who haven't qualified

have an opportunity to qualify for the Grand Finals. A total of 64 Entrants will qualify for the Grand Finals.

Seeding – Entrants who qualify for the Grand Finals will be seeded based on their ranking in the Open Qualifying Stages. The qualifying Entrants from the earlier Stages will be seeded higher.

Grand Finals Competition – Administrator will email qualifying Entrants an invitation to participate in the Grand Finals. Entrants must confirm participation by emailing confirmation to Administrator within 24 hours of the date and time that the Administrator's invitation was sent. Qualifying Entrants must perform a Discord check-in the day prior to competition and provide a connection status screenshot to confirm the quality and stability of their internet connection during the Grand Finals.

Grand Finals Broadcast – Day Two of the Grand Finals will be broadcast on San Diego Studio's Twitch channel. By participating in the Promotion, the Entrant grants to the Sponsor, the Administrator, Microsoft, Nintendo, the MLB Entities and the MLB Players the irrevocable, non-exclusive, transferable, sublicensable and assignable right to depict, without any additional consideration, and in perpetuity, in any and all media now or hereafter known, his/her likeness, image, name (including without limitation, screen name), words, voice, biographical information and/or gameplay for purposes of promoting, advertising or marketing the Promotion, MLB The Show 22 or current or future events related to baseball (including, without limitation, e-sporting events).

## 4.5 Tiebreakers:

## Open Qualifier Tiebreakers:

- If the win-loss differential is tied, the player with the most matches played will receive the higher ranking on the leaderboard.
- If the players have the same number of matches played, the player with the highest amount of game wins will receive the higher ranking on the leaderboard.
- If the win-loss differential is tied, the Entrant with the most matches played will receive the higher ranking on the leaderboard.
- If two (2) or more Entrants are tied on win-loss differential and total matches played and all tied Entrants will receive seeding into the Single Elimination Phase then seeding will be randomly determined for each Entrant.
- Tiebreakers are only required for Entrants who played the Minimum Match Threshold of six (6) matches played during the Ladder Play Phase.

## Grand Finals Tiebreaker

- Tiebreaker 1 Highest placement from all Stages
- Tiebreaker 2 Best placement in order of Stages (e.g., placing 17th in Q1 is higher than placing 17th in Q2)
- Tiebreaker 3 Head-to-head results vs. all tied Entrants
- Tiebreaker 4 Most Amount of Wins in Matches Lost in order of Stages.
- Tiebreaker 5 Least Amount of Losses in Matches Won in order of Stages.
- Tiebreaker 6 Ladder Ranking in order of Stages

- 4.6 Disputes and Disqualifications: If any disputes arise during a match an Entrant must report them via Administrator's match support or a Discord notification and provide proof of match results using screenshots of each victory or video replays uploaded to YouTube or Twitch. Each Entrant has ten minutes from the scheduled start time to start a match. If an Entrant is ten or more minutes late for a match, that Entrant forfeits the match, unless otherwise specified by an Administrator. Once a match has started, delay of play may lead to disqualification. If an Entrant sees the message "Game Session has ended," or is disconnected from a game, that Entrant forfeits the match, unless otherwise specified by an Administrator. Except as otherwise expressly set forth herein, Administrator's decisions are final and binding in all matters relating to the Promotion.
- **5. JUDGING:** The following factors will be used to judge each Entry by Administrator: Entrant who scores the most runs in each game and wins the game. Promotion winners will be determined as described in Section 4 of these Official Rules ("**Judging Criteria**"). Judging will begin at 9 AM PT the day after each Stage in Administrator's offices (2900 550 Burrard Street, Vancouver, BC, Canada, V6C 0A3). Administrator's representatives will score each Entry based on the Judging Criteria. Entrants are subject to verification that they are qualified participants as defined by these rules.
- 6. ENTRY REQUIREMENTS: Each Entry submitted (i) must be in keeping with the image of the Sponsor, MLB Players (as defined below) and the MLB Entities, as applicable, (ii) may not be inappropriate, offensive, libelous or defamatory, pornographic, sexually explicit, contain nudity, unlawful or plagiarized, (iii) must not be harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent, racially, ethnically or otherwise objectionable or offensive in any way, (iv) may not violate or encourage others to violate any law, statute, ordinance or regulation, (v) may not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property right or any other third party right, (vi) may not contain commercial or corporate advertising, including display of corporate logos, brand names and slogans, other than those relating to Sponsor, (vii) may not include references to alcoholic beverages, tobacco, drug paraphernalia, firearms or any depiction or representation thereof and (viii) may not include any virus, worm, corrupt file, Trojan horse or other forms of corruptive code or content that may harm or compromise Sponsor's or Administrator's web site or the proper conduct of the Promotion. Administrator reserves the right to verify the accuracy or truthfulness of any information contained within a submitted Entry. Administrator has the right in its sole discretion to determine if any Entry is not appropriate for any public release and if an Entry is in compliance with these Official Rules. Administrator reserves the right to disqualify an Entry for any reason. Except as otherwise expressly set forth herein, Administrator's decisions are final and binding with respect to all matters relating to this Promotion.

## 7. PRIZES:

Open Qualifier prizes:

- Open Qualifier 1st Place Prize: One winner will receive 1,050,000 MLB The Show 22 Stubs (ARV: \$700 USD).
- Open Qualifier 2nd Place Prize: One winner will receive 600,000 MLB The Show 22 Stubs (ARV \$400 USD).
- Open Qualifier 3rd 4th Place Prize: Two winners will each receive 300,000 MLB The Show 22 Stubs (ARV \$200 USD).
- Open Qualifier 5th 8th Place Prize: Four winners will each receive 150,000 MLB The Show 22 Stubs (ARV \$100 USD).
- Open Qualifier 9th 16th Place Prize: Eight winners will each receive 67,500 MLB The Show 22 Stubs (ARV \$50 USD).
- Open Qualifier 17th 32nd Place Prize: Sixteen winners will each receive 24,000 MLB The Show 22 Stubs (ARV \$20 USD).
- Open Qualifier 33rd 64th Place (plus ties) Prize: Thirty-two winners (plus ties) will each receive 11,000 MLB The Show 22 Stubs (ARV \$10 USD).

# Grand Finals prizes:

- Grand Finals 1st Place Prize: One winner will receive: \$15,000 USD, one \$1,000 gift card voucher to the MLB Shop (ARV: \$1,000 USD), one authentic baseball used in an MLB 2022 Home Run Derby (ARV: \$700 USD) one Shohei Ohtani autographed Nike Home Red Angels Authentic jersey (ARV \$1499.99 USD), one Shohei Ohtani autographed Rawlings Official MLB baseball (\$699.99 USD). Total ARV: \$18899.98 USD
- Grand Finals 2nd Place Prize: One winner will receive: \$5,000 USD, one \$750 gift card voucher to the MLB Shop (ARV: \$750 USD), one authentic baseball used in an MLB 2022 Home Run Derby (ARV: \$500 USD), one Shohei Ohtani autographed Nike Home Red Angels Authentic jersey (ARV \$1499.99 USD), one Shohei Ohtani autographed Rawlings Official MLB baseball (\$699.99 USD). Total ARV: \$8,449.98 USD.
- Grand Finals 3rd Place Prize: One winner will receive: \$3,000 USD, one \$500 gift card voucher to the MLB Shop (ARV: \$500 USD), one authentic baseball used in an MLB 2022 Home Run Derby (ARV: \$400 USD), one Shohei Ohtani autographed Majestic Home White Angels Authentic jersey (ARV \$1499.99 USD), one Shohei Ohtani autographed Rawlings Official MLB baseball (\$699.99 USD). Total ARV: \$6099.98 USD.
- Grand Finals 4th Place Prize: One winner will receive: \$2,000 USD, one \$250 gift card voucher to the MLB Shop (ARV: \$250 USD), one authentic baseball used in an MLB 2022 Home Run Derby (ARV: \$350 USD) Total ARV: \$2,600 USD.
- Grand Finals 5th 8th Place Prize: Four winners will each receive 150,000 MLB The Show 22 Stubs (ARV: \$100 USD)
- Grand Finals 9th 16th Place Prize: Eight winners will each receive 67,500 MLB The Show 22 Stubs (ARV: \$50 USD)
- Grand Finals 17th 32nd Place Prize: Sixteen winners will each receive 24,000 MLB The Show 22 Stubs (ARV: \$20 USD)
- Grand Finals 33rd 64th Place Prize: Thirty-two winners will each receive 11,000 MLB The Show 22 Stubs (ARV: \$10 USD)

Total ARV for the prizes in each Open Qualifier Stage is \$2,940 USD; Total ARV for the prizes in the Grand Finals is \$36,229.94 USD; total ARV for the Promotion is \$47,989.94 USD. In the event that the winner is a minor, the applicable prizes shall be awarded to such winner's parent or guardian. Winners are solely responsible for any applicable federal, state, provincial, and local/municipal taxes, and any other costs or fees associated with winning or claiming the prizes they receive. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. Winners of a prize valued at \$600 or more will receive a Federal Tax Form 1099. We recommend that you consult with your tax advisor if you have further questions. The Administrator reserves the right to substitute a prize of equal or greater value in its sole discretion unless such substitution is prohibited by law. The Administrator may disqualify a winner and select an alternate winner based upon the application of the Judging Criteria to such alternate winner(s) if any prize is returned undeliverable. Prizes are non-transferable; non-monetary prizes are not convertible to cash. Prizes are non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by the Administrator, who 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.

MLB Shop gift card vouchers are subject to their standard terms and conditions; see <a href="https://www.mlbshop.com/gift-cards/gc-1">https://www.mlbshop.com/gift-cards/gc-1</a> for more information.

Autographed memorabilia ("Grand Prizes") has been authenticated through the MLB® Authentication program. Items can be verified at https://www.mlb.com/authentication by entering the hologram number located on the item.

Autograph Winners will be notified via private message through their System Account and/or via private message through their account on theshow.com. Winners who do not respond to the prize award notification within 72 hours of its delivery will forfeit their prize. Please allow four to eight weeks for delivery of a Grand Prize.

Potential Autograph Winners will be required to fill out and return a Prize Affidavit. Return of any prize or prize notification as undeliverable, or the failure of a potential Autograph Winner to return a Prize Affidavit within three days of its delivery, will result in forfeiture of the applicable prize. Unclaimed prizes will not be awarded.

- **8. WINNER SELECTION:** Winners will be selected at the offices of the Administrator (Battlefy, 2900 550 Burrard Street, Vancouver, BC, Canada, V6C 0A3) on the dates and at the times specified in Section 3 above based on the Judging Criteria during the Promotion Period. Except as otherwise expressly set forth herein, Administrator's decisions will be final and binding. Winner information can be found at http://battlefy.com/mlbtheshow. Each winner will be notified via email sent to the e-mail address provided in the Entry, which such email will include a voucher code with which the winner can download their prize. Canadian selected entrants may, at the Administrator's discretion, be required to correctly answer, unaided, a time-limited mathematical skill-testing question posed by the Administrator at a mutually convenient time prior to being declared a confirmed winner.
- **9. BATTLEFY PRIZE DISTRIBUTION:** Cash Prizing: Prize winners of any cash prize will receive their prize within fourteen (14) business days following the conclusion of an event. Each prize winner must provide Administrator with an active PayPal account in good standing to receive their prize. If a player cannot

provide a PayPal account our alternate payment method will be through a scheduled Venmo payment plan until prizing has been received in full. Should digital prizing not be an option, players will coordinate through Administrator to schedule a Western Union Fund transfer that will be through an authorized Western Union Agent and require pick up at a coordinated Western Union location.

Physical Prizing: All physical prizing to players will be distributed through Administrator. Players will have seven (7) business days following the conclusion of the tournament to provide a mailing address and player info to Administrator for prize distribution purposes. Administrator will ensure that all physical prizes are distributed within ninety (90) calendar days following the conclusion of any tournament where prizes are earned.

- 10. LIMITATIONS ON LIABILITY: Sponsor, Administrator, the MLB Entities, the MLB Players and their respective affiliates, subsidiaries, parent corporations, advertising and promotional agencies, and all of their officers, directors, shareholders, employees, and agents are not responsible for: any incorrect or inaccurate Entry information; human errors; technical malfunctions; 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 Entrant's or any other person's computer relating to participation or inability to participate in the Promotion; inability to access the Tournament Page 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 or entering information at the Tournament Page is not considered proof of delivery or receipt. Illegible, duplicate and incomplete Entries will be disqualified. False, fraudulent, or deceptive Entries or acts shall render Entrants ineligible and all associated Entries will be void. As used herein, "MLB Players" means, collectively, the Major League Baseball Players Association ("MLBPA"), and MLB Players, Inc. ("MLBPI"), 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 and/or MLBPI, 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.
- **11. INDEMNITY:** Each Entrant shall indemnify and defend Sponsor, the MLB Entities, the MLB Players, Fanatics, Inc., their parent companies, each of their advertising agencies, and the officers, directors, employees, and agents of all of the foregoing and the successors and assigns of each of them from and against actions, claims, damages, liabilities, costs and expenses, including reasonable counsel fees related to (i) such Entrant's use of any prize, (ii) the Sponsor's use of any of the materials submitted by such Entrant in connection with this Promotion, (iii) any intentional misconduct or negligence by such Entrant in connection with this Promotion or (iv) Entrant's violation of these Official Rules.
- **12. RELEASES:** As a condition of participating in the Promotion, each Entrant agrees, to the extent allowable under applicable law, to release Sponsor, the MLB Entities, the MLB Players and their parent, subsidiaries, agencies, divisions and affiliates from any and all liability for loss, harm, damage, injury, cost

or expense whatsoever, including, without limitation, property damage, personal injury and death, that may or does occur in connection with such Entrant's preparation for, travel to, or participation in the Promotion, or possession, acceptance or use of prize 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.

- **13. SPONSORSHIPS:** Entrants may acquire ad sponsors and display the logos of their ad sponsors during the Promotion Grand Finals broadcast at the Administrator's discretion and with prior written consent from the Administrator. However, if an ad sponsor engages in any of the following businesses, their logos may not be displayed during the Grand Finals broadcast, and they will not receive approval from the Administrator.
  - Gambling
  - Sale or distribution of alcohol, tobacco, drugs, including prescription drugs and performance enhancing substances, and/or drug paraphernalia
  - Firearms or any type of weapons
  - Pornographic or adult material
  - Products or services from direct competitors of PlayStation, its partners, and its other subsidiary brands
  - Businesses or activities that, in Administrator's sole discretion, could present material reputational harm to Sponsor, the MLB Entities and/or the MLB Players, or offend a substantial portion of the public.

14. GENERAL CONDITIONS: Potential winning Entrants are subject to Administrator's verification. Except as otherwise expressly set forth herein, Administrator'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 and the MLB Entities and the MLB Players are 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 an Entrant's ability to participate in the Promotion, even if caused by Sponsor's, Administrator's or the MLB Entities' and/or the MLB Players' negligence. Administrator has the sole discretion to modify, cancel or suspend this Promotion should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's or Administrator's control affect the administration, security or proper play of the Promotion or Sponsor or Administrator otherwise become incapable of running the Promotion as planned. Sponsor and Administrator are not responsible for changes to Entrant's contact information. Limit 1 Entry per person per Stage. If more than 1 Entry per person per Stage is received or if any person attempts to submit more than 1 Entry by using the same, multiple or different names or email addresses, such Entries may be deemed void and that person may be disqualified from the Promotion. No illegible, incomplete, forged or altered Entries will be accepted. Administrator has the sole discretion to disqualify Entrants who violate these Official Rules, tamper with the operation of the Promotion or engage in any conduct that is deemed, in Sponsor's and Administrator's discretion, to be harassing, detrimental or unfair to Sponsor or Administrator, the Promotion or any other Entrant.

15. COLLECTION, USE AND SHARING OF INFORMATION: Administrator shall collect, use and share your information in accordance with Administrator's Privacy Policy and to provide the Promotion to you, which will include player matching, result analysis and posting, tournament ranking, and distribution of prizes. By participating in the Promotion, each Entrant agrees to the terms of Administrator's Privacy Policy. Administrator will share Entrant's information with Sponsor and the MLB Entities and MLB Players in order to provide the Promotion and facilitate distribution of prizes. Entrants' PSN ID, Xbox Live Gamertag or Nintendo Account and performance data will be published publicly, including on Sponsor's leaderboards at <a href="https://www.theshow.com">https://www.theshow.com</a> and Sponsor's social media. Please note that if you choose to participate in the Promotion, your information will be displayed publicly regardless of any choice you made to hide MLB: The Show in your Account for PlayStation Network, Xbox Live, or Nintendo Switch Online console privacy settings. Further note that since this information is publicly posted, other parties may view and retrieve it.

**16. WINNER LIST:** To obtain a winner list by mail, send a stamped, self-addressed envelope to MLB The Show 22 Summer Circuit, Attention: Battlefy, P.O. Box 42009 Fremont Village PO Port Coquitlam, British Columbia, Canada V3B 0G0. Administrator will send requested winner lists within 4-6 weeks after all prizes are awarded. Requests for the winner list must be received by January 15, 2023.

## 17. GOVERNING LAW AND JURISDICTION:

To the extent permitted by applicable law, these Official Rules and any disputes arising under them or related to the Promotion will be governed as set forth below.

REGIONAL SPONSOR	GOVERNING LAW AND JURISDICTION
Sony Interactive Entertainment LLC	For Entrants who reside in a country within the SIEA Region, these are 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 (Entrant 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 these Official Rules, all costs, and fees, including attorney's fees, will be paid by the non-prevailing party.

The Promotion is 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.

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.

This Promotion is in no way sponsored, administered, executed or produced by Microsoft Corporation. Microsoft Corporation trademarks and copyrights are used with permission of Microsoft.

#### APPENDIX A: CODE OF CONDUCT

This Code of Conduct ("Code") applies to all Entrants who participate in the Promotion. Violation of this Code can lead to disqualification from the Promotion or the deduction of Promotion points. This Code applies to conduct in the Promotion, on social media and activity on live streams. Except as otherwise noted herein, Administrator's decisions are final and binding in all matters relating to the Promotion.

- Use of vulgar or offensive language is prohibited.
- Abusive behavior, including harassment and threats, is prohibited.
- Physical abuse, fighting or any threatening action, directed at any Entrant, Administrator or any other person, is prohibited.
- Any action that interferes with play of a game, including breaking a console, interfering with power, and abuse of in-game pausing, is prohibited.
- Gambling, including betting on the outcome of games, is prohibited.
- The acceptance of any gifts, rewards, or compensation for services that relate to participation in the Promotion is prohibited.
- Giving and receiving bribes is illegal and prohibited.
- Collusion, defined as any agreement among two or more Entrants to disadvantage other Entrants in the Promotion, is strictly prohibited. This includes the following:
  - o intentionally losing a match
  - o playing on behalf of another Entrant
  - o any form of match-fixing
  - o soft play (an Entrant not trying their hardest in order to allow another Entrant to increase their score)
  - o Agreeing to split prize money
- Entrants are prohibited from implying or representing that they have a commercial relationship
  with this Promotion, Sponsor, Administrator or the MLB Entities or the MLB Players. Use of the
  intellectual property of the Sponsor, Administrator, or the MLB Entities or the MLB Players is
  strictly prohibited without written consent of the intellectual property owner.
- The recording or distribution of footage of this Promotion broadcast for commercial purposes without written permission from the Sponsor or Administrator is strictly prohibited.