

# Regulations, Terms & Conditions for NESC- 2021

## **1 BACKGROUND AND PURPOSE OF THESE REGULATIONS**

The Electronic Sports Federation of India (hereinafter referred to as “ESFI”) is an organization established pursuant to sub-section (2) of Section 7 of the Companies Act, 2013 and Rule 8 of the Companies (Incorporation) Rules, 2014.

**13th Esports World Championship – EILAT 2021** (hereinafter referred to as “WC”) is being organized by International Esports Federation (IESF) at EILAT (Host City), Israel. The Global Finals (hereinafter referred to as “GF”) of which will be held on **November 14<sup>th</sup>-19<sup>th</sup>, 2021** in Eilat, Israel and **Online Regional Qualifiers (hereinafter referred to as “RQ”) of WC will be held during September - October 2021** or any other date as informed by IESF. The winners of the “RQ” will qualify for the “GF”. “WC” includes “GF” & “RQ”

ESFI organizes and owns rights to an annual national qualifier event called ‘**National Esports Championship (NESC)**’. Each year’s edition of NESC is called as NESC2017, NESC2018, NESC2021 and so on (depicting the year in which it is held or to be held). ESFI seeks to hold NESC for the year 2021 (hereinafter referred to as “NESC2021”). **The Winners of NESC2021 will compete at the IESF’s “RQ” to qualify for the “GF”.**

## **2 COMPETITION REGULATIONS FOR 13TH ESPORTS WORLD CHAMPIONSHIP EILAT 2021**

Competition Regulations for WC means the regulations by IESF as and when released.

### **3 WC GAME TITLES**

The Official Titles of “WC” are as follows:

#### **a. Team Events**

- DOTA2 (Valve Corporation) - 5 regular athletes
- CSGO (Valve Corporation) - 5 regular athletes

#### **b. Individual Events**

- TEKKEN7 (Bandai Namco Entertainment) - 1 Athlete

- eFootball PES 2021 (RQ) & eFootball PES 2022 (GF) (Konami Digital Entertainment) – 1 Athlete

#### **4 NESC2021 GAME TITLES**

##### **a. Team Event**

- DOTA2 (Valve Corporation) - 5 regular athletes + 1 substitute
- CS:GO (Valve Corporation) - 5 regular athletes + 1 substitute

##### **b. Individual Events**

- TEKKEN7 (Bandai Namco Entertainment) - 1 Athlete
- eFOOTBALL PES 2021 (Konami Digital Entertainment) – 1 Athlete

#### **5 AGE ELIGIBILITY**

- TEKKEN7:** Eligible Age of Participation 16 years and above.
- eFOOTBALL PES 2021:** Eligible Age of Participation 12 years and above.
- DOTA2:** Eligible Age of Participation 16 years and above.
- CS:GO:** Eligible Age of Participation 16 years and above.
- If you are considered a minor in your jurisdiction, your parent or guardian shall agree to this Regulation and the Minor and Parental/Legal Guardian Consent Form (both for themselves and on your behalf) before you can play and compete the above stated games in clause 4 (NESC2021 GAME TITLES) of this regulation and/or participate in the NESC2021 and/or the WC.
- Players who have not attained the age of 18 years on the day of registration are required to submit the [Appearance/Participation Release Minor And Parental/Legal Guardian Consent Form](https://drive.google.com/file/d/1WGMqyvEdrvEb1Lor1rNMCCDobxLwaPFd/view) (<https://drive.google.com/file/d/1WGMqyvEdrvEb1Lor1rNMCCDobxLwaPFd/view>)
- All the players/participants including minors shall mandatorily submit a scanned copy (in pdf format) and/or physical copy of the Government issued photo Identity Proof and/or Date of Birth Proof for verification of the personal details submitted by the player/participant at the time of registration. The scanned copy of the identity proof shall be submitted by a player/participant to ESFI vide email at [contact@esportsfederation.in](mailto:contact@esportsfederation.in) and/or the physical copy of the Government issued photo Identity Proof and/or Date of Birth Proof shall be submitted by the player/participant to ESFI vide their address at G-36, First Floor, G-Block, Outer Circle, Connaught Place, New Delhi -110001. If you are sending a mail, in the subject please mention “**Game Title\_Your Full Name**” (Example: Tekken7\_First Name Second Name”).

\*Identity Proof: Government issued Photo identity Proof having Full Date of Birth (Aadhaar Card, Voter Id Card, Passport, PAN Card)” and your identity proof pdf file should also be saved as “Game Title\_Your Full Name” (Example: Tekken7\_First

Name Second Name”)

The player/participant shall be responsible for any wrong subject line while he/she sends an email to the ESFI pertaining to his/her Government issued Identity Proof and/or Date of Birth Proof. The subject line shall be in consonance with the subject line provided under Clause 5 (g) of these Regulations.

## **6 COMPETITIONS**

- a. The entire tenure/schedule of the tournament for all the games listed under Clause 4 (**NESC2021 GAME TITLES**) of this document shall be notified by the ESFI when the final list of the available participants and/or teams is with the ESFI. ESFI shall notify the final tournament dates/tenure/schedule on its website and/or social media pages/handles/Discord. Applicants are advised to regularly check website and/or social media pages/handles/Discord for such updates. Further, the players/participants are advised to check the bottom of this document for further details on each game title.
- b. Winners of the NESC2021 shall qualify to compete at WC (They will qualify to compete at the “RQ” and subsequently if they win, they will qualify for the “GF”) which shall be conducted for games mentioned under Clause 3 (**WC GAME TITLES**) of this document.
- c. The participants hereby agree, accept and acknowledge that the competition format, games, NESC2021, WC, schedule and Venue City may be subject to change or cancellation at any time as a result of any incident/event/occurrence beyond the control of ESFI and/or IESF. ESFI shall endeavor to provide a notice of minimum 7 days to the participants with respect to the changes for the purpose of this Clause. ESFI and its office bearers/directors shall in no manner be responsible for any liability / costs / penalties / damages in the event of any change or cancellation of the format / games / schedule / venue city as the case may be (either of the NESC2021 or the WC).

## **7 WINNING TEAM / PLAYER**

- a. The teams/players who are the winners in the NESC2021 shall qualify to compete at the WC. If for any reason the Winner(s) of the NESC2021 is / are not able to participate in the WC then the next best ranked team / player shall qualify for the WC. Winner(s)/Qualified teams of the NESC2021 shall confirm their availability and participation in the WC **by August 23, 2021** (or any other date as specified by ESFI) to ESFI of their selection and shall follow the procedure as and when mandated by ESFI.
- b. In a situation wherein none of the winning team and/or players is able to go to the WC, then ESFI in the best national interest has all the right to send any other team and/or player at its own discretion to the WC.
- c. Winner(s) of the NESC2021 will get the opportunity to represent "Team India" at the

respective WC.

- d. All team names of National Teams playing at WC shall be names of their nations.

## **8 EXPENSES**

Winning/Qualifying Athlete's (CS:GO - 5 Athletes, DOTA2- 5 Athletes, Tekken7 - 1 Athlete and PES 2020 – 1 Athlete) air fare, accommodation & local transfer at Eilat, Israel will be covered.

Provided that local transfer includes only such transfers that are necessary for the event and shall not include leisure travel etc.

## **9 ACCEPTANCE OF THESE REGULATIONS**

- a. By registering and opting to play in the NESC2021, the participants hereby warrant that they have read, understood, agreed and accepted to abide by these Regulations, the General Terms and conditions (GTC) including and not limited to any future updates and amendments to the same.
- b. **By registering and opting to play in the NESC2021 the participants also accept and agree to abide by the Competition Regulations issued by IESF from time to time for the WC.**

## **10 REGISTRATION RULES**

- a. **Eligibility:** All Indian Citizens regardless of gender, caste, creed, race or disability shall be eligible to participate in the NESC2021.
- b. All participants/players in the NESC2021 and/or any player/participant who has qualified for the WC, who is below the age of 18 years, shall be mandatorily accompanied by his/her parent or duly appointed guardian at the NESC2021 and/or the WC and/or any other related events as the case may be, at their own expense (Parent's/Guardian's expenses). ESFI shall not be responsible for any such expenses for the accompanying parent/guardian borne by any participant and/or player for the NESC2021 or the WC or any other related event. Failure to comply with the above provision shall result in disqualification of the said participant/player.
- c. All the participants must hold a valid Indian passport. Participants are hereby requested to refer to the guidelines issued by the Israel and/or related country's Government with respect to passport validity and other formalities for Visa.
- d. All players/participants and/or teams are requested to submit their registrations within the time frame, beyond which ESFI has the right to accept or reject the registration at its sole

discretion.

- e. Every participant/player is required to fill his/her registration form himself/herself, and with complete and accurate information. Failure to fill in the complete and accurate information may result in disqualification of the participant/player at the discretion of the ESFI.
- f. Any changes to the team roster can be made only before registration closes. Any roster change after the registration date will be solely at discretion of ESFI.
- g. Players/participants are not permitted to register with multiple teams or multiple accounts. Appropriate action (including but not limited to disqualification) at the sole discretion of ESFI shall be taken against that player/participant if found to violate the rule stated herein.
- h. If the information provided by the participant is found to be false / incomplete / incorrect at any time, ESFI has the right in its sole discretion to terminate the registration and disqualify the player/participant from NESFC2021 and / or the Winning Team and/or player/participant from the WC. In no event shall ESFI be responsible to pay the costs incurred by such disqualified player(s)/participant(s).

## **11 PLAYER CONDUCT**

- a. Players/participants must conduct themselves in a professional and sincere manner, maintaining a friendly and polite demeanor with everybody including and not limited to administrators, spectators, competitors, ESFI staff and other players/participants of any team or event.
- b. Any form of vulgarity, abuse or dissent against anyone shall not be tolerated (in-game, lobby or any pre or post event) and players/participants and/or teams indulging in such behavior shall be penalized in accordance with the 'Penalty Clause' enshrined under Clause 13 of these Regulations. Any form of vulgarity, abuse or dissent, as envisioned under this Clause may lead to disqualification from NESFC2021 and/or the WC and/or any other event temporarily or permanently as deemed fit by ESFI in its sole discretion after providing the player/participant and/or team a reasonable opportunity of being heard.
- c. Throwing a match, halting play without cause, or showing a flagrant lack of effort will be construed as a violation of player/participant conduct, and will result in match penalties, forfeiture and disqualification from the Tournament. The admin and/or referee of the Tournament shall adjudge upon cases of unfair player conduct either suo-moto or on the basis of complaints received in accordance with ESFI rules, Tournament Rules and/or game developer rules. The decision of the admin and/or referee shall be final.
- d. ESFI has a zero-tolerance policy for cheating and/or hacking. Any player or team using ineligible players/participants, cheating and trying to gain an unfair advantage through any

means will be penalized as deemed appropriate by administrators and/or ESFI in accordance with the Penalty clause.

- e. Any form of abuse, bullying, hooting, harassment including but not limited to sexual/verbal harassment, discrimination on the basis of sex, caste, race or religion, shall be taken with utmost seriousness and ESFI may disqualify/impose penalties on such players/participants and/or teams indulging in such behavior in accordance with the Penalty Clause below and/or take appropriate actions including but not limited to initiating legal proceedings in the appropriate court of law.
- f. The participant/player hereby also agrees that specific prohibited activities for any event include but are not limited to:
  - i. criminal or tortuous activity, including sexual harassment, child pornography, fraud including financial fraud and money laundering, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
  - ii. promoting illegal or tortuous activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
  - iii. using photos and/or pictures that are sexually explicit or pornographic, exposing the female breast or full exposure of either male or female buttocks, or any or all portions of the human genitalia; exposing anyone or anything involved in explicit sexual acts and/or lewd and lascivious behaviour, including masturbation, copulation, pedophilia, intimacy involving nude or partially nude people in heterosexual, bisexual, lesbian, or homosexual encounters; depicting anyone or anything that is crudely vulgar or grossly deficient in civility or behaviour or that shows scatological impropriety and any other content contravening good moral standards;
  - iv. attempting to circumvent, disable or otherwise interfere with security-related features of any game and/or any game content;
  - v. using cheats, exploits, automation software, bots, hacks, mods or any other unauthorized software designed to modify or interfere with the game;
  - vi. using any software that intercepts, mines, or otherwise collects information about other players/participants;
  - vii. attempting to impersonate another player/participant;
  - viii. soliciting personal information from anyone under eighteen (18) years of age;
  - ix. collecting, harvesting, soliciting or posting passwords or personally identifiable information from other players/participants;
  - x. playing the game in a manner inconsistent with the applicable laws, regulations and rules of the event and/or any competition in India;

- g. **Betting and Fixing:** ESFI does not support and encourage betting and fixing (including Match-fixing and Spot-fixing). Any player/participant found to be involved in any such activities shall be subject to appropriate action including but not limited initiation of legal proceedings.

## **12 PROHIBITED SUBSTANCES AND PROHIBITED METHODS**

- a. ESFI strictly prohibits the use of alcohol, illegal drugs and any other prohibited substances as per the International Esports Federation (IESF) Anti-Doping Rules (Based upon the 2015 code) as of July, 2014 provided at: [https://ie-sf.org/wp-content/uploads/2020/04/IeSF Anti-Doping Rules As of July 2014.pdf](https://ie-sf.org/wp-content/uploads/2020/04/IeSF-Anti-Doping-Rules-As-of-July-2014.pdf)
- b. Participant(s)/player(s) at the NESC2021 and/or the WC represent and warrant that he / she will always comply with the NADA Anti-Doping Rules 2015, WADA Anti-Doping Rules 2015, IESF Anti-Doping Rules (Based upon the 2015 code) as of July, 2014 and the updated WADA Prohibited List.
- c. Participant(s)/player(s), represent and warrant that he / she will not take any illegal drugs, abuse any prescription or over the counter drugs, nor take any performance enhancing drugs prohibited by the World Anti-Doping Agency (WADA) as described on the WADA website, currently located at <https://www.wada-ama.org/en/prohibited-list>, which may be updated from time to time, and any other substances that may be prohibited by ESFI, in connection with the Events.
- d. It is the responsibility of the participant/player to be vigilant and determine whether a substance they are using, or considering for medical purposes, is prohibited. Before and during the NESC2021 and the WC, participants/players are strongly advised to check the status of the medication they are taking or intend to take through the following websites:
  - i. WADA Website: <http://list.wada-ama.org/>
  - ii. Global Drug Reference Online: <http://www.globaldro.com>
  - iii. ASADA Website: <https://www.asada.gov.au/substances/check-your-substances>
- e. If any participant/player at the NESC2021 and/or the WC is found guilty of any Anti-Doping Rule violation, then he/she shall be subject to appropriate penalties by the ESFI and/or IESF in accordance with the NADA Anti-Doping Rules 2015, WADA Anti Doping Rules 2015 and the International Esports Federation (IESF) Anti-Doping Rules (Based upon the 2015 code) as of July, 2014.

## **13 PENALTIES**

- i. If any of these regulations, GTC and any other ancillary rules or terms and conditions is violated by any player/participant, ESFI, in consultation with the tournament admin and/or referee shall reserve all rights to impose any penalty prescribed under this Clause.

- ii. ESFI, in consultation with the tournament admin and/or referee, shall impose penalties, if required, only after providing the player/participant in question an opportunity to be heard and present his/her case. The decision of the ESFI, in consultation with the tournament admin and/or referee, shall be final and binding on the player/participant.
- iii. Penalties that can be applied are the following:
  - a. Warning/reprimand.
  - b. Forfeiture of game/tournament.
  - c. Disqualification of player/team from the entire tournament. Disqualification will void all rights to participate further in the tournament.
  - d. Blacklisted from future tournaments either temporarily or permanently at the sole discretion of ESFI in consultation with the tournament admin and/or referee.

#### **14 UNIFORM REGULATION**

- a. All the players/participants participating in the WC shall wear the prescribed uniform for representing India in accordance with the uniform guidelines provided by ESFI and/or the IESF.

#### **15 GENERAL RIGHTS RELATED TO NESC2021 AND THE WC**

- a. The ESFI owns NESC2021 and is vested with the exclusive rights to the name 'National Esports Championship' and all intellectual property rights (hereinafter called "IPR") related to the National Esports Championship thereof.
- b. ESFI retains sole and exclusive rights with respect to governance, organizing and operation of NESC2021.
- c. The International Esports Federation (IESF) shall own all the rights pertaining to the WC. All other IPRs, Game Names, Sponsor's name, logos etc. belong to their respective owners.

#### **16 GENERAL TERMS & CONDITIONS**

- i. It is the responsibility of all participants/players to know and understand these Regulations, Terms and Conditions including any future updates and amendments. By registering for and participating in the NESC2021, the participant/player acknowledges and accepts that he/she has read, understood, and agreed to abide by these Regulations, Terms and Conditions mentioned herein including any future updates and amendments related to NESC2021 and updated from time to time via the ESFI Website and/or the ESFI Social Media Pages/Handles/Discord, at the sole discretion of ESFI without requiring prior approval of the participants.
- ii. It is the responsibility of all participants/players to know and understand the Regulations and the Regulations, Terms and Conditions issued by IESF. By registering for the



NESC2021, the participant/player also acknowledges that he/she has fully read, understood, and agreed to abide by these Regulations as well as the Regulations, Terms and Conditions provided by the IESF for the “WC” and any other terms and conditions related to the NESC2021, and the WC as informed to the participants/players from time to time via the ESFI Website and/or the ESFI Social Media Pages/Handles/Discord.

- iii. All the participant(s)/player(s) shall have the responsibility to follow the ESFI Website and the ESFI Social Media Pages/Handles/Discord for updates including and not limited to any information, regulations, brackets, schedule etc.; ESFI shall endeavor to respond to queries and/or communications from participants/players, however, ESFI or its office bearers/directors are under no obligation to inform and or communicate with participant/player and or prospective participant/player individually.
- iv. There shall be no liability whatsoever on ESFI or its office bearers/directors in the event the participant/player and or prospective participant/player misses any communication or information. The participants/players acknowledge and accept that ESFI and its office bearers/directors will try and disseminate information via the above media at the earliest possible opportunity and shall not be held responsible for any delay that may have occurred in dissemination of any information/changes/updates.
- v. Participants/players who indulge in malicious and/or undesirable conduct (as enumerated in Clause 11 (Player Conduct) of these Regulations) shall be disqualified and penalized in accordance with Clause 13 (Penalties) of these Regulations.
- vi. It is the Participant's/Player's responsibility to ensure that true and correct information as required under Clause 10(e) of these Regulations is provided including and not limiting to name, email address, phone number, address, passport details and any other details/documents required by ESFI and is provided within the timeframes given by ESFI. ESFI will not be responsible whatsoever in case of any issues which arise because of incorrect or incomplete information shared by the participants. Participant(s) may face penalties as per Clause 13(Penalties) of these Regulations if at any stage the details are found to be incorrect or false. In such a case participant(s) agree to remit the losses if any which ESFI may incur, within 15 days of details / claims shared by ESFI. In case of failure to do so, ESFI will be at liberty in its sole discretion to take appropriate legal recourse as deemed fit.
- vii. Winner(s) of the World Championship shall provide correct and relevant information as and when required by ESFI for the transfer of the Winnings (if any) from the “WC”. ESFI will not be liable for any losses and or claims whatsoever incurred because of the false, incomplete and or incorrect information provided by the participant(s).
- viii. Winnings (if any) will be transferred to the Winner(s) of the “WC” within 45 (forty-five) working days from the date of ESFI receiving the winnings from IESF and complete

information (for the transfer as mentioned in above clause 16 (vii) from the winner(s)). ESFI shall transfer the winnings after the due deductions, including bank charges, government taxes etc.

- ix. Participants/players will participate in the event in true sportsperson spirit, exhibit professional behavior and in accordance with the instructions/rules/conditions including but not limited to the present Terms and Conditions and the ESFI Regulations, laid and informed by ESFI and/or IESF from time to time. Upon failure to do so, ESFI, the IESF, respectively are free to take any action as deemed fit including but not limited to participant(s) disqualification, removal from the NESFC2021 and/or the IESF, bans, any or all benefits, and any other penalty as deemed fit.
- x. A. The player/participant hereby grants to the ESFI the right to photograph and/or make videos and/or any other audio-visual content of the participant/player both individually and/or as a member of the team and to use such photographs and/or videos and/or any other audio-visual content of the player/participant in connection with the promotion of the team, the ESFI, the NESFC2021, WC, or any other ESFI event; and commercial exploitation including but not limited to advertising, marketing and promotion of the related products or services (including such products or services which are endorsed by or produced under license from the ESFI).  
  
B. The player/participant agrees and acknowledges that all rights, titles and interests in the content as mentioned above are vested in the ESFI and that the player/participant has no right, title or interest of any kind and shall not assert any right, title or interest of any kind in the same at any period of time.
- xi. ESFI in consultation with admin and/or referee reserves the right to reject any entry form in case of any technical or other improprieties. Any decision taken in this regard shall be final and binding and shall not be subject to any dispute or challenge anywhere.
- xii. The participant/player undertakes and declares that for participating in the Tournament, he/she shall not use any unauthorized or pirated software. If a participant/player is found to be doing so, the participant/player shall forthwith be disqualified from the Tournament. Further, the participants/players acknowledge that they may be at the risk of facing legal action from third parties in case of any violation of third-party Intellectual Property and that ESFI shall not in any manner be liable for any IP claims and/or proceedings faced by the participant/player. The participant/player hereby agrees and acknowledges to indemnify the ESFI for any third-party IP claims it may face due to the participant's/player's use of any unauthorized/pirated software.

- xiii. ESFI officials engaged in the organization and management of the NESC2021, including its directors, officers, partners, employees, consultants and agents are under no obligation to render any advice or service to any player/participant in respect of the NESC2021 in any manner whatsoever.
- xiv. Mere participation in the NESC2021 shall not entitle a player/participant to qualification in the WC and/or any other benefit, if any. No other person or agent can claim qualification or any other benefit (if any) on behalf of the player/participant.
- xv. The decision on the players/participants and/or teams selected by ESFI for qualification to the WC on the basis of the NESC2021 results shall be final and binding and no correspondence or communication shall be entertained in this regard.
- xvi. Participants/players and or Winners should be medically fit and will be responsible to get required vaccinations, tests etc., and shall be solely responsible for their own health & well-being during & for the NESC2021/“WC” and shall follow the appropriate medical guidelines issued by the IESF for the WC. The ESFI or its office bearers/directors shall not be held responsible for any injury or deterioration in health faced either directly or indirectly by the players/participants or their parents/legal guardian/accompaniments as a result of player's participation in the NESC2021 and/or the WC.
- xvii. The ESFI or its office bearers/directors/directors shall not be held responsible for any loss incurred by the participants/players or their legal guardian in Israel/India/or any other venue, city or country / otherwise due to Act of God or foreseeable or unforeseeable events such as including but not limited to lockdowns, covid, riots, war, commotion, natural disaster, state emergency, political emergency, civil disobedience, mutiny, earthquake, storm, hurricane, tempest, fire, terrorism, aircraft failure, aircraft/travel related delays, travel or other related accidents, etc.
- xviii. Participants/players hereby understand, agree and accept that ESFI shall retain all rights to assign any or all of its rights under these Terms and Conditions to its Affiliates or any third parties without the participant(s) and/or player(s) consent.
- xix. Participants/players understand and agree that ESFI or its Affiliates or its appointed third party agencies shall be entitled to use, in any manner, the name, in game names, photographs and any other likeness and status in any publication including the benefits awarded to them, if any.
- xx. After being confirmed for the WC, winner(s) shall not withdraw from the WC without giving appropriate written reasons to ESFI and/or to the IESF. If the withdrawal is found to be mala fide or without reasonable cause, ESFI and/or the IESF retain the right to impose

penalties as per the Penalty Clause of these Regulations and/or any other IESF guideline as applicable and/or claim damages.

- xxi. Participants/players and/or their legal guardian/representatives hereby agree and accept to indemnify, defend and hold harmless ESFI, its associates, Directors, Partners, employees from and against any damages/any and all losses, liabilities (including statutory liabilities), claims, actions, judgments, assessments, tax liabilities (direct or indirect including any interest and penalties), costs and expenses, including without limitation, interest, penalties, reasonable legal fees, costs and disbursements in connection therewith (hereinafter called "Losses") / expenses that are incurred due to the participants/players and/or legal guardian's actions while participating in the NES2021 and/or the WC or during or in the course of travel to the NES2021 and/or the WC or the return to India or otherwise.

Participant(s) and their Parents / legal guardians / representatives hereby agree to indemnify, defend and hold harmless ESFI, its associates, Directors, Partners, employees from and against any legal / regulatory / police actions that are pursued against ESFI, its associates, Directors, Partners, employees due to any actions committed by the participant(s) and their Parents / legal guardians / representatives during or in course of the NES2021 and/or the WC.

Participant(s) and their parents/legal guardians/representatives also understand and confirm that ESFI, its associates, Partners or Directors, employees shall not be held responsible for any kind of financial expenses/losses/damages/claims, including but not limited to for any consequential, incidental, special, indirect, exemplary or punitive damages, or damages for any loss of profits, revenue or business, loss of reputation, loss of goodwill, loss of time and opportunity, incurred by the participant/players, and/or their parents/legal guardians/representatives through their participation in the NES2021, and/or the WC and/or any other ESFI event.

- xxii. Participants/players and their Parents/legal guardians/representatives acknowledge, accept and warrant that they shall not defame (libel slander and/or any other form of defamation as specified under the law) ESFI on any platform, media including and not limited to statements, online or offline and/or any other publication.
- xxiii. Participants/players agree to comply with all applicable laws of India and local laws during their participation in the NES2021 and/or the WC. Participants/players understand it very clearly that any violation of the law by the participants/players shall be his/her responsibility and on his/her own risk. Participants/players indemnify ESFI including and not limited to its Directors, Employees, staff, third party agencies etc. from any claims/disputes/damages/losses that are raised against ESFI in India and/or Israel and/or

any other venue, city, country due to Participants/players actions or inactions and or violations or otherwise.

- xxiv. Participants/players clearly understand and agree that any violation of these Regulations, Terms & Conditions might result in levying of penalty on participants/players as envisaged in the Penalty Clause above and may also lead to disqualification from participating in the NESC2021 and/or the WC at any stage. ESFI or its office bearers/directors will not be liable for any loss and or claims what so ever caused due to such disqualification.
- xxv. The validity, construction and performance of these Regulations, Terms & Conditions shall be governed and construed in accordance with the laws of India applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of law provisions thereof.
- xxvi. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by ESFI including, but not limited to, meeting of the participant's/player's requirements or aspirations, timeliness, security, the results or reliability of any Tournament/NESC2021/WC, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Tournament/NESC2021/WC or any transactions effected through the Tournament/NESC2021/WC; (b) The participant/player expressly agrees that his/her participation in the Tournament offered by ESFI is at the participant's/player's sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the website or through the Tournament/NESC2021/WC shall be construed to mean the giving of any representation/warranty/indemnity of any kind whatsoever by ESFI or its office bearers/directors.
- xxvii. Nothing in the Tournament shall affect any IPR of ESFI in any product or service, which may be the subject matter of the Tournament or otherwise.
- xxviii. The NESC2021 and/or any other ESFI event shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with the NESC2021, these Regulations, Terms and Conditions and any other ESFI event shall be referred to arbitration at Delhi, India, in accordance with provisions of the Arbitration and Conciliation Act, 1996. The arbitration tribunal shall consist of three (3) arbitrators, with each Party appointing one arbitrator and the said chosen arbitrators appointing the third arbitrator (Presiding arbitrator). The seat of arbitration shall be Delhi, India, and the language of arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding. The cost of arbitration shall be borne equally by both the parties.

- xxix. In addition to these Regulations, Terms and Conditions, other specific terms may be imposed by ESFI at any time to deal with any unforeseen situation. ESFI also reserves the absolute right to change/amend/update the Regulations, Terms and Conditions contained herein and, or, any other rules and regulations in respect of the NESCS2021 at any time with appropriate reasonable notice of at least 15 days on the ESFI website and/or the ESFI Social Media Pages/Handles/Discord without assigning any reason and without any liability whatsoever (except in cases where the ESFI does not have information 15 days prior to such change). Participants/players are requested to refer to such other terms and conditions, if any, which may be displayed on-line or intimated separately as ESFI considers fit. However, no obligation whatsoever is cast on ESFI to separately intimate each individual participant/player with regard to such additional terms and conditions / changes / updates.
- xxx. ESFI, at its sole discretion reserves the right to withdraw or discontinue with the NESCS2021 and / or from the WC at any stage without any prior notice and without any liability whatsoever to the participant/player and, or, anyone.
- xxxi. An 'Affiliate' means any legal entity owned or controlled by ESFI, which owns or controls ESFI or which is under common ownership or control with ESFI. The term 'ownership' means more than 50% direct or indirect ownership / shareholding and the term 'control' means direct or indirect control of the management or the board of directors as applicable. Third party agency means any party appointed by ESFI in regards to the NESCS2021.
- xxxii. These Regulations, Terms and Conditions also apply to the Parents/legal guardians/representatives of the participant(s)/Winner(s) below the age of 18 years, wherever applicable. By allowing/permitting their ward to registering for the NESCS2021, they acknowledge that they have fully read, fully understood, and agree to abide by these Regulations, Terms and conditions including and not limiting to any future updates and amendments.
- xxxiii. This document has to be read along with the Minor and Parental/Legal Guardian Consent Form and is integral part of this document. In case of any inconsistency the Regulations, Terms & Conditions for NESCS2021 will prevail.

**17 SCHEDULE, MATCH RULES AND OTHER DETAILS OF GAME TITLES FOR NESCS2021**

**17.1 TEKKEN7 TOURNAMENT DETAILS & RULES**

**GAME** : Tekken 7 (Bandai Namco Entertainment)  
**GAME PLATFORM** : PC (Windows/Steam)

<b>TEAM SIZE</b>	: 1 vs 1
<b>FORMAT</b>	: Double Elimination
<b>GAME SETTINGS</b>	: Number of Rounds 3, Round time 60 seconds
<b>CONTROLLERS</b>	: All standard fight sticks and controllers are permitted. Macro functions (e.g. turbo buttons) and wireless controllers other than DualShock 4 are not permitted. ESFI admins have full right to inspect the same and not allow the use of same if they are suspicious of any kind of cheat or hack.
<b>SLOTS</b>	: Open for all Indian Citizens as per the age limit.
<b>PASSPORT</b>	: Must
<b>REGISTRATIONS</b>	: Registrations will be accepted till midnight of 19 <sup>th</sup> August 2021
<b>TOURNAMENT DATE</b>	: 21 - 22 August 2021
<b>TOURNAMENT TIME</b>	: 11 AM - 10 PM
<b>REGISTRATION LINK</b>	: Details on ESFI Discord
<b>VENUE</b>	: <b>ONLINE</b>
<b>DISCORD</b>	: <a href="https://discord.gg/esfi">https://discord.gg/esfi</a>

#### KEY POINTS

- a. All matches will be “double elimination” brackets, meaning that a Player will not be eligible to move forward if they lose two (2) Matches in the bracket. All Matches are Best-of-Three, except for Winners Finals, Losers Finals, and Grand Finals (Matches involving Players that are guaranteed at least 3rd place) which are Best-of-Five.
- b. Players will be solely responsible for their infrastructure including and not limiting to console, internet, and electricity.
- c. It’s mandatory to join the ESFI discord server (<https://discord.gg/esfi>); once you have joined, please go to **ROLE SECTION** -> **#self-role** and click on Tekken7 emoji to self-assign the role of “TEKKEN7”.
- d. Both Discord name and Gamer Tag (IGN) of the player should be same;** failing to do so may result in penalties as per decision of the Admins.
- e. Please note that the NESC2021 is on “PC”, but Online Regional Qualifiers – South Asia “RQ” and the device for Global Finals “GF” is yet to be decided (ESFI will inform as soon as IESF shares that information). It will be the sole responsibility of the winner of NESC2021 to arrange for the PS4 for the “RQ”.

#### CHECK-INS

All the participants are required to be online 30 mins before the allocated time on Discord, failure to do so will result in penalties as decided by ESFI Admins.

## **CONFIGURATION OF MATCHES**

- a. Settings
  - Game mode: VS mode
  - Timer: 60 Seconds
  - Each Game: 3 Rounds
  - Stage: Random after every match. (Rematch is available only for a draw)

## **MATCH PROCEDURE**

1. First stage should be random.
2. The losing Player of the preceding Match may choose to change characters or the Stage.
3. The next Game is played.

## **COSTUMES**

Character Customizations: Off

1. Character Preset Costumes are legal for Tournament use with the exception of the following:
2. Jack-7 Preset 3 & 4 cannot be used. Gigas Preset 3 cannot be used.
3. Players cannot use the same Preset. Should both Players wish to use the same Preset, they will play a Best-of-One Rock-Paper-Scissors to determine who may use their preferred Preset Costume for the duration of the Match.

## **TIES**

Since game cannot end in ties, when the 60 seconds runs out, whoever has the most remaining health will win the round. In case of a double KO in the final round, there will be a rematch.

## **MATCH OBLIGATIONS**

- a. 5 minutes shall be given for preparation before the match begins. Players that are not ready to play within ten (10) minutes of the Match start time are subject to penalties including a possible Match forfeiture.
- b. Players may not voluntarily forfeit a Match without prior authorization from ESFI Admins and, even with authorization, may be subject to further penalties for forfeiting.



## **MATCH DISRUPTIONS**

- a. **Restarts:** ESFI Admins may order a Game or Match restart due to exceptional circumstances, such as if a bug significantly affects a Player's ability to play or a Game or Match is unable to finish.
- b. **Stalling:** Stalling, or excessively delaying the Game or Match, may result in a Game or Match forfeit at the discretion of the Admin/Tournament Organizers.

## **CHEATING**

Any cheating, as determined by the ESFI Admins at their sole discretion, will result in an immediate forfeit and additional penalties depending on the severity of the infraction.

## **RESULT**

- a. After finishing a match, player shall confirm it with the ESFI Admins, by sharing the screen shot of the results.
- b. The result not confirmed by the ESFI Admins shall not be counted.

## **FORBIDDEN BEHAVIOUR**

- i. If a player commits misconduct or any inappropriate act in the event, the ESFI Admin may take disciplinary action against the player including a caution, warning, forfeit, or expulsion.
- ii. In case of situations listed below, the ESFI Admin may give a warning to players as disciplinary action.
  - a. When uses custom skin set of characters.

## **MALFUNCTION**

- a. When the console or controller malfunctions, the player shall report it to the ESFI Admin immediately.
- b. In the situations listed below, relevant set shall become void, and a rematch of the set shall be conducted.
  - i. In the case of unidentified bugs or unintentional occurrences of bugs.
  - ii. When the decision of a win/loss is impossible to decide by the progress of the match.
- c. In the event of either ESFI Admin's or an observer's equipment malfunctioning, the match shall continue if it's considered to have no influence on the match.

## **FINAL RULINGS**

- a. In case of any dispute, the decision of the organizing team / ESFI in consultation with the Admin shall be final and binding
- b. Players/participants will get an opportunity to be heard before the decision is taken on the issue. Such decisions of ESFI In case of any dispute, the decision of the organizing team / ESFI in consultation with the Admin shall be final and binding and shall not be disputed and/or appealed further under no circumstances.

## **CHANGE OF RULES**

- a. This regulation applies to “TEKKEN7 TOURNAMENT DETAILS & RULES”, and may be altered in the following cases:
  - i. Rules are subject to change after the release of new patches.
  - ii. Upon discovery of other unforeseen circumstances and or factors. ESFI will try in its best endeavor to inform the participants via viable means and sources.