

2023 CLTX Gaming Fall Series: Tournament #1
Official Rules

A. General Rules/Registration

1. Tournament Overview and Dates. CLTX LLC, doing business as CLTX Gaming (“CLTX”) will host the 2023 CLTX Gaming Fall Series: Tournament #1 (the “Tournament”). The Tournament will begin at 4:00 P.M. Eastern Time (“ET”) on September 15, 2023 and will end at 11:59 P.M. ET on September 17, 2023 (the “Tournament Period”) and a maximum of sixty-four (64) teams, each consisting of three (3) eligible participants, will be permitted to compete.
2. Eligibility Requirements. Eligible participants must be legal residents of the United States who, at the time of registration, (a) are eighteen (18) years of age or older, (b) have graduated from high school by January 1, 2024 (or, if the participant did not graduate from high school, the class with which the participant would have graduated had they graduated from high school must have graduated by January 1, 2024), (c) have not participated in the NBA 2K League as a player at any point during the 2023 NBA 2K League season, (d) maintain a valid Challengermode User Account pursuant to the Challengermode Terms of Use, available at <https://www.challengermode.com/terms-of-use>; and (e) maintain a valid Discord User Account pursuant to the Discord Terms of Service, available at <https://discord.com/terms>.
3. Technical Requirements. Each participant must have the following items throughout the Tournament Period:
 - a. One (1) PlayStation 5 or (1) Xbox X/S console (cross platform play is permitted), with a compatible gaming controller;
 - b. A reliable high-speed internet connection (speed subject to participant’s preference and/or availability; at least 100 Mbps download is recommended); and
 - c. One (1) NBA 2K24 video game compatible with participant’s console.
4. Registration. The registration period will begin at 5:00 P.M. ET on September 7, 2023 and end upon the earlier of (a) Challengermode’s confirmation of sixty-four (64) registered teams (each consisting of three (3) registered participants), or (b) 3:00 P.M. ET on September 15, 2023 (the “Registration Period”). The Tournament will be open to teams on a first-come, first-served basis. To register, a participant must completely fill out and submit the Tournament registration page electronically online through Challengermode at <https://www.challengermode.com/s/CLTXGaming/tournaments/dcf31e6b-6f74-47e3-8cd4-08dbaa3c9c4a> (the “Registration Form”). By submitting the Registration Form, each participant represents and warrants that they meet the Eligibility Requirements and Technical Requirements set forth above. Registration does not guarantee entry into the Tournament. Entry to the Tournament will be confirmed by Challengermode following review of registration submissions to confirm that all participants meet the Eligibility Requirements set forth above. Each team must identify a participant on their team as the captain during the registration process.
5. Registration Fee. There will be no registration fee for participants to participate in the Tournament. In consideration of the opportunity to participate in the Tournament, each participant agrees that they will comply with these Official Rules.

B. Game Rules

1. General.
 - a. Participants must use these Series Rules to solve any game-related disputes before bringing any issues to Challengermode’s moderators via Discord at <https://discord.gg/HmUbCPBGv>.
 - b. The Game Rules are intended to be explanatory in nature. Challengermode and CLTX cannot predict every case that may come up in advance. Additionally, unintended loopholes in the language may exist. If the technical language of a rule does not align with Challengermode or

CLTX's intent of the given rule, there's an unanticipated loophole, or other abusive behavior is occurring, Challengermode and CLTX reserve the right to amend and enforce any and all of its rules retroactively conforming to its intents and in the spirit of fair competition.

- c. The CLTX commissioner will determine the outcome of any dispute in their sole discretion and such ruling will be final. By signing up for this Tournament, each participant accepts any and all decisions that CLTX makes.
2. Check-In. All participants must check-in to the Tournament during the forty-five (45) minute period immediately prior to the start time of each Tournament series the team is scheduled to participate in. Participants must visit the Tournament page at <https://www.challengermode.com/s/CLTXGaming/tournaments>) to check in.
3. Seeding. Tournament seeding will be randomly conducted by Challengermode at the start of the Tournament.
4. Platform Setting. All Tournament games must be played on Private Matchmaking game mode set at "3v3 Pro AM" difficulty.
5. Accounts. Multiple participants are not permitted to share the same account. Each participant must play each game using their registered gamertag and will only be permitted to play on one (1) team during the Tournament. Participants will not be permitted to play under more than one (1) gamertag or on more than one (1) team during the Tournament.
6. Positions. The captain of each team will determine the position played by each participant on their team prior to the start of each game. Participants are permitted to play any of the three (3) available positions during any series and may change positions for each game of a series. However, no participant is guaranteed the opportunity to play any specific position during any series.
7. Structure. Each Tournament series will be played on a "best-of-five" basis (e.g., the first team to win three (3) games is the winner). A team wins a game by being the first team to reach 21 points. Notwithstanding the foregoing, the Tournament finals will be played on a "best-of-seven" basis (e.g., the first team to win four (4) games is the winner of the Tournament finals).
8. Communication. Participants are only permitted to communicate with their opponents through Discord. PlayStation Network messages should not be used to contact opposing participants. All participants are prohibited from using inappropriate language, regardless of context. Inappropriate language includes, but is not limited to, the following: (a) excessive profanity; (b) pseudo-profanity (i.e., replacing letters in profane words or phrases), racial/ethnic or cultural slurs; (c) sexual innuendos; and (d) drug/alcohol references.
9. Cheating. In connection with any game, participants are not permitted to use any third-party programs that may, as determined in CLTX's sole discretion, provide a participant with an unfair advantage. Such programs include but are not limited to multihacks, wallhack, aimbot, triggerbot, colored models, no-recoil, no-flash, sound changes and macros. Use of any robots or other system to automate participation, or otherwise participate unfairly, is also prohibited. If a participant believes their opponent is cheating or otherwise violating these Official Rules, such participant should notify CLTX. Participants found to be cheating, as determined by CLTX in its sole discretion, will be removed from the Tournament. If cheating occurs (as determined by CLTX in its sole discretion) during any series prior to the finals, (a) the offending team will forfeit any such impacted series, and (b) the non-offending team will be awarded a victory, with a score of 3-0 for such series. If cheating occurs (as determined by CLTX in its sole discretion) during the finals series, (x) the offending team will forfeit the series, and (y) the non-offending team will be awarded a victory, with a score of 4-0 for such series. Notwithstanding the foregoing, CLTX may instead require any such game or series to be replayed, in whole or in part, in its sole discretion.
10. Absences. In the event one (1) or more participants on a team are absent from any game during any series leading up to the finals, such participant's team shall forfeit said series, with a final score of 3-0 for such series. In the event one (1) or more participants on a team are absent from any game during the finals series, such participants team shall forfeit the finals, with a final score of 4-0 for such series. In the event one or more participant(s) on both teams are absent from any game during a series

leading up to the finals, both teams will forfeit said series with a score of 0-0 for such series. In the event one or more participant(s) on both teams are absent from any game during the finals series, the impacted game(s) will be replayed on a date and time to be determined by CLTX.

11. No Substitutes. Teams will not be permitted to make any roster changes following registration. If a team is found to have made any roster change(s) following registration (as determined by CLTX in its sole discretion), the offending team will forfeit any series during which a roster change was found to have been made, and the non-offending team will be awarded a victory, with a score of 3-0 for such series leading up to the finals. In the event a team is found to have made any roster change(s) during the finals series, such team shall forfeit the finals, with a final score of 4-0 for such series.

Notwithstanding the foregoing, CLTX may require any such game or series to be replayed, in whole or in part, in its sole discretion.

12. Technical Difficulties.

- a. If a participant's connection disconnects or lags out (e.g., stutters, drops in frame rates, or delays) prior to tip-off, such participant should notify CLTX and the other participants participating in the game via Discord and the teams will be required to quit the game and reconnect for a new game.
- b. If a participant disconnects or lags out during a game, such participant(s) must (i) capture either a screenshot or video recording evidencing their disconnect or lag out, and (ii) notify the other participants on their team of the disconnect or lag out, as applicable. All the participants on the team with the participant(s) with the disconnect or lag out must quit the game immediately following such notification. The opposing team must continue to play until (x) all the participants on the other team quit the game, causing the game to automatically end, or (y) they are provided alternate instructions for ending the game by a CLTX commissioner. After CLTX determines a game has ended prematurely due to a disconnect or lag out, both teams must play a replacement game until one (1) team scores twenty-one (21) points AND wins by two (2) or more points. For example, if a player on Team A disconnects during a game, Team A has fourteen (14) points and Team B has eight (8) points at the time of such disconnect, and the foregoing protocol is followed and CLTX determines the game ended prematurely due to a disconnect, the teams will play a replacement game, and Team A will carry forward fourteen (14) points from the disconnected game and Team B will carry forward eight (8) points from the disconnected game. The first team to reach twenty-one (21) points and win by two (2) (each inclusive of the points each team carried forward from the disconnected game), will be deemed the winning team. For the sake of clarity, if the score in a replacement game reaches 22-21 (each inclusive of the points each team carried forward from the disconnected game), teams must continue to play until either Team A or Team B wins by two (2) or more points. In the event one or more participant(s) on both teams disconnects or lags out during any game during the finals series, the impacted game(s) will be replayed on a date and time to be determined by CLTX.
- c. Notwithstanding the foregoing subsection (b), if any participant(s) impacted by the disconnect or lag out are unable to provide a screenshot or video recording, such participant's team will forfeit such series and the non-offending team will be awarded a victory, with a score of 3-0 for such series leading up to the finals. In the event the participant(s) impacted by the disconnect or lag out is unable to provide a screenshot or video recording during the finals series, such participant's team shall forfeit the finals, with a final score of 4-0 for such series. In the event one (1) or more participant(s) on both teams are impacted by a lag out and are unable to provide a screenshot or video recording, during any game during the finals series, the impacted game(s) will be replayed on a date and time to be determined by CLTX.
- d. If a participant is suspected of intentionally causing any technical difficulties set forth in this Section, CLTX reserves the right to disqualify such participant's team from the Tournament. The final decision will be made by the CLTX commissioner, in their sole discretion.

13. Additional Rules: Disputes.

- a. CLTX reserves the right to add, remove, or otherwise amend these Official Rules, without prior notice, in its sole discretion and will notify participants via Challengermode following any such changes. Any and all gameplay disputes arising out of or connected with any games will be resolved by CLTX in its sole discretion.
- b. The burden of proof for violations of the Official Rules lies with each participant (video, audio, time stamped screen shots may be provided as relevant evidence). Challengermode and CLTX are not required to track down proof and will not take a participant's word for it.
- c. Any violation of the Official Rules, by one or more participants, will result in the forfeit of the game.
- d. If Tournament games that are not played during the applicable rounds, as set forth above, Challengermode may simulate such game and draw a random winner at the sole discretion of CLTX and Challengermode.

14. Timeliness Rules For Tournament

- a. The intent of the timeliness rule is to create a competitive environment that is respectful of opponents' and viewers' time.
- b. After a bracket is set during "confirmation time" prior to the tournament start, each participant will be provided with the PlayStation Network ID and Xbox Live Gamertags of their opponent. The captain of Team A must send a "friend request" to the captain of Team B for ease of match making. The captain of Team B must then accept the game request, setup the Private Matchmaking game mode on "3v3 Pro AM" difficulty setting, and send a game invite to participants on Team A.
- c. Spread rules are in effect (see spread rules in Matchup Rules section), but a participant may not choose to quit out of the game without their opponent's consent. If participant chooses to quit out of the game for reasons such as "it feels laggy" repeatedly without the opponent agreeing, participant's game may be forfeited. The only acceptable reason to quit a game is that you actually lagged out or another reason beyond your control. Participant may be given one warning or forfeited at the discretion of CLTX.
- d. If the game does not start within ten (10) minutes of both participants joining the game lobby, Challengermode may randomly select a winner of the series. If it is one participant causing the hold up, Challengermode may deem the opponent to have forfeited the game.
- e. CLTX reserves the right to not enforce the timeliness rule for any reason.

15. Reporting Results

- a. Within fifteen (15) minutes following the conclusion of each game, the winning team will submit the box scores with the game results to Challengermode via the Challengermode website or mobile application in the form of a screenshot or photo. Only one screenshot or photo is needed from the winning participant, which must include the final score.
- b. We will only accept high quality images from PlayStation Network and Xbox Live. We will not accept blurry images or pictures of participant's tv screen displaying the stats. Our stats team need to easily see the stats on the box score.

C. Conduct

Challengermode and CLTX have zero tolerance for any behavior that: (a) is sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; (b) is obscene or offensive, or may create public disrepute, contempt, scandal or ridicule; (c) defames or invades publicity rights or privacy of any person, living or deceased, or otherwise infringes upon any third party's or prize provider's personal or intellectual property rights or contain disparaging remarks about other people or companies; (d) is inconsistent with the positive images and/or goodwill to which Challengermode, CLTX and/or the NBA 2K League wishes to associate, as determined by such parties in

their sole and absolute discretion; and/or € otherwise violates the terms of any of the agreements that the participants have agreed to comply with as participants in the Tournament, these Official Rules, Sony Group Code of Conduct, PlayStation Network's Code of Conduct, Discord's Terms of Service, and Discord's Community Guidelines. In the event a participant engages in any of the foregoing, CLTX will have the right to remove such participants from the Tournament and may impose other consequences, including disqualification from any and all existing and future programs of CLTX.

D. Tournament Prizing

1. Total Number of Prizes; Odds of Winning. Each participant on team that wins the finals series (the "Winning Team") will receive (a) one (1) CLTX hat ("Hat"), with the specific hat to be determined by CLTX in its sole discretion (approximate retail value ("ARV") \$32), and (ii) the opportunity to enter the 2024 NBA 2K League Draft (tentatively scheduled for July 11, 2024), subject to completion of all the requisite NBA 2K League requirements, and approval of the NBA 2K League (which may be granted or withheld in the sole discretion of the NBA 2K League). The games are skill-based competitions; odds of winning a prize depend on the number and quality of participants participating in the Tournament.
2. Delivery of Prizes. Hats will be delivered by CLTX to the team captain of the Winning Team within a reasonable time following the conclusion of the Tournament, and the NBA 2K League will contact each participant on the Winning Team with information regarding the opportunity to enter the 2024 NBA 2K League Draft prior to the 2024 NBA 2K League Draft.
3. Additional Prize Terms. Each participant must comply with the Official Rules to be eligible to receive a prize. Each Prize Winner is solely responsible for all applicable federal, state, and local taxes and any expenses associated with any prize and may be responsible for pre-paying taxes prior to receiving the prize. CLTX shall have the right, but not the obligation, to make any deductions and withholdings that CLTX deems necessary or desirable under applicable federal, state, and local tax laws, rules, regulations, codes, or ordinances. An IRS Form 1099 or IRS Form W2G may be issued in the name of each Prize Winner for the actual value of the prize received. Each Prize Winner must show a photo ID upon CLTX's request to redeem the prize.

E. Liabilities and Dispute Resolution.

1. CLTX is not responsible for the actions of participants in connection with the Tournament, including attempts to circumvent the Official Rules or otherwise interfere with the administration, safety, security, fairness, integrity, or proper conduct of the Tournament. Persons found tampering with or abusing any aspect of the Tournament, or whom CLTX believes to be causing malfunction, error, disruption or damage may be removed in addition to other possible consequences, including disqualification from any and all existing and future programs of CLTX. CLTX reserves the right, in its sole and absolute discretion, to remove, disqualify or terminate the prize of any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.
2. By registering to participate in the Tournament, each participant agrees that (a) CLTX maintains the right to decide all matters and disputes arising from the Tournament, (b) CLTX's determination of the Prize Winners will be final and binding, and (c) to hold harmless and indemnify CLTX, Banner Seventeen, LLC (doing business as the Boston Celtics), the Boston Celtics Shamrock Foundation, Inc., the NBA 2K League and its Member Teams, the National Basketball Association and its Member Teams, NBA Properties, Inc., NBA Media Ventures, LLC, Take-Two Interactive Software, Inc., and their respective parents, subsidiaries, affiliates, directors, officers, governors, owners, agents, successors and assigns (collectively, the "Released Parties") from and against any liability, damages, or causes of actions (however named or described), with respect to or arising out of: (x) their child's participation in the Tournament, including, but not limited to, personal injury, death and/or property damage, as well as claims based on publicity rights, defamation and/or invasion of

privacy; and (y) the delivery, misdelivery, acceptance, possession, use of, misuse of, or inability to use any prize (including any type or manner of costs or damages), whether under a theory of contract, tort (including negligence), warranty, or any other theory. By accepting a prize, each Prize Winner agrees that the Released Parties will have no liability and will be held harmless by such Prize Winner for any liability, loss, injury, or damage to property or to person, including death, due in whole or in part, directly or indirectly, by reason of the acceptance, participation in, use or misuse of the prize or participation in the Tournament, even if caused or contributed to by the negligence of any of the Released Parties.

3. By registering to participate in the Tournament, each participants agree, to the extent permitted by applicable law, that: (a) any and all disputes, claims and causes of action arising out of or connected with the Tournament or any prizing awarded, will be resolved individually, without resort to any form of class action; and (b) such individual hereby knowingly and expressly waives all rights to seek, punitive, incidental, exemplary, consequential or special damages, lost profits, and/or any right to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the participant in connection with the Tournament will be governed by and construed in accordance with the internal laws of the State of Massachusetts, U.S.A., without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. The forum and venue for any dispute shall be in Massachusetts.

- F. Privacy. CLTX reserves the right to request and require additional information from potential participants in order to register for the Tournament. Personally identifiable information that is submitted by participants to CLTX in connection with the Tournament will be used to administer the Tournament and select and award the Prize Winners, and will be treated in accordance with the following privacy policies: http://www.nba.com/news/privacy_policy.html; <https://discord.com/privacy>; and <https://www.challengermode.com/privacy-policy>.

G. Miscellaneous.

1. CLTX reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Tournament, or any part thereof, or any participant's participation therein, for any reason, including, without limitation, if viruses, bugs, unauthorized human intervention or other causes beyond CLTX's control affect the administration, security or proper execution of the Tournament, or CLTX otherwise becomes (as determined in the CLTX's sole discretion) incapable of running the Tournament as planned. ALL DATES, TIMES, AND PRIZES ARE SUBJECT TO CHANGE, WITHOUT NOTICE, IN CLTX'S SOLE DISCRETION. CLTX will not be responsible for problems with any Required Equipment. In the event of the ROM freezing or other equipment, hardware or software failure during one of the Tournament games/stages, CLTX may take whatever action it determines necessary or desirable (in the sole discretion of CLTX) to correct or remedy the failure or impact thereof, including but not limited to switching to a different system on-stage and/or restarting the game/stage with the same or similar settings.
2. 2K Games is a registered trademark of Take-Two Interactive Software, Inc. All rights reserved. Take-Two Interactive Software, Inc is not affiliated with CLTX. PlayStation and PlayStation 5 are registered trademarks of Sony Computer Entertainment. All rights reserved. Sony Computer Entertainment is not affiliated with CLTX. All other trademarks are the property of their respective owners. NBA2K and NBA2K League member team trademarks, logos, identifications, statistics and game action photographs, video and audio are the exclusive property of NBA 2K League, LLC and the member teams and may not be used without the prior written consent of NBA 2K League, LLC © 2023 NBA 2K League, LLC. All rights reserved.
3. The invalidity or unenforceability of any provision of these Official Rules or the Required Documentation will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Required Documentation is determined to be invalid or

otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained therein. CLTX's failure to enforce any term of these Official Rules will not constitute a waiver of that or any other provision. Each participants agrees to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Tournament-related materials, privacy policy, and/or terms of use, the Official Rules shall prevail, govern, and control, and the discrepancy will be resolved in CLTX's sole and absolute discretion.