

# KONSOLE KINGZ NBA 2K8 HIGH RISERS TOURNAMENT

## OFFICIAL RULES

THESE OFFICIAL RULES APPLY ONLY TO THE UNITED STATES KONSOLE KINGZ NBA 2K8 HIGH RISERS TOURNAMENT. TO ENTER FROM THE UNITED STATES, YOU MUST BE 13 OR OLDER AS OF THE DATE OF ENTRY AND A LEGAL RESIDENT OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA (EXCLUDING ARIZONA, MARYLAND, NORTH DAKOTA AND VERMONT). THERE IS NO ENTRY FEE TO PARTICIPATE IN THIS TOURNAMENT. REGISTRATION ENDS FEBRUARY 24, 2008 @ 11:59pm EST

### 1. Entry

To enter the KONSOLE KINGZ NBA 2K8 HIGH RISERS TOURNAMENT ("Tournament"), register online at [www.konsolekingz.com](http://www.konsolekingz.com) ("Website").

### 2. Tournament Registration

In order to register for the Tournament, sign up on [www.konsolekingz.com](http://www.konsolekingz.com) and complete the registration form. In order to be eligible for the tournament, you must have an Xbox Live Gold account prior to registration, own or have access to a Xbox 360 and a copy of NBA 2K8, have a broadband internet connection, be 18 years of age or older, and be a resident of and residing in the 50 United States or the District of Columbia. Each entrant is allowed to register only once.

Registration opens at 12:01pm EST on November 25, 2007 and ends on 11:59pm EST February 24, 2008.

To confirm registration, log in to your Xbox Live Gold Account and follow the registration directions to submit all required information and accept the Tournament terms and conditions.

No other methods of entry will be accepted. Limit only one (1) entry per person allowed.

Entries become the property of Sponsor, as defined in Section 14, and will not be returned. Sponsor assumes no responsibility for lost, incomplete, illegible, altered, defaced, mutilated, incorrect, misdirected entries, or ineligible entries. Use of a false email account will disqualify an entry. Sponsor is not responsible for technical, hardware or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic or other communications. Sponsor, in its sole discretion, reserves the right to disqualify any person who tampers with the entry process or the operation of the Website, or who otherwise violates these Official Rules. By entering, all registrants, entrants, contestants, and Winners (or their respective parent/legal guardian if a minor) accept and agree to abide by the terms of these Official Rules, the Tournament's and Website's Terms and Conditions, and all game play instructions published on the Website.

Sponsor, in its sole discretion, reserves the right to increase or decrease the number of Tournament Participants.

### 3. Method of Tournament

The Konsole Kingz NBA 2K8 High Risers Tournament will be broken up to two phases. Phase One (High Risers Qualifying Tournament) and Phase Two (High Risers Slam Dunk Main Event). All who enter will be required to submit their top five (5) choices of NBA team, in order of preference. Players will be matched with teams based on number of entries allowed. The top 16 from the High Risers Qualifying Tournament will be eligible for the High Risers Slam Dunk Main Event.

### 4. High Risers Qualifying Tournament:

At the conclusion of the Registration Period, a selection of two hundred twenty-five (225) registrants who have entered will be selected at random to be entered in the High Risers Qualifying Tournament. These qualifiers will be placed and scheduled into fifteen (15) fifteen (15) person single elimination online tournament brackets. The top seeds in each of the fifteen (15) tournament brackets (determined randomly) will receive a bye in round 1. Each fifteen (15) person tournament bracket will consist of four (4) rounds of matches. The winners from each match advance to the next round. The loser of each match is eliminated from the Tournament. The ultimate winner of each fifteen (15) person tournament bracket will advance the final fifteen (15) player bracket, which will have our final 15 players. The top seed in the bracket will have byes based on the largest margin of victory throughout the first four rounds of games.

After the registration period is over, KKZ will send out Tournament Invites (via email) to all users invited to the Qualifying Tournament to confirm entry. Entrants will have 48 hours to enter their assigned bracket. If after the original 48 hrs, the invite goes unfilled, other entrants will be selected to participate. This process will continue until all 225 slots are filled.

All schedules are subject to change even on a scheduled match day. It is each player's responsibility to frequently check the Website to be informed of any updates to the tournament schedule.

High Risers Qualifying Tournament Schedule:

**Round 1 (Round of 225)** – Sunday, March 2, 2008 (11:00am – 10:00pm EST)

**Round 2 (Round of 120)** – Monday, March 3, 2008 (11:00am – 10:00pm EST)

**Round 3 (Round of 60)** – Tuesday, March 4, 2008 (11:00am – 10:00pm EST)

**Round 4 (Round of 30)** – Wednesday, March 5, 2008 (11:00am – 10:00pm EST)

**Rounds 5, 6 and 7 (Rounds of 15, 8 (Quarter-Finals) and 4 (Semi-Finals))** – Saturday, March 8, 2008 (12:00 Noon – 10:00pm EST)

**High Risers Qualifying Tournament Finals** – Sunday, March 9, 2008, 12:00 Noon EST

The winner of the High Risers Qualifying Tournament will win an exclusive **Zune – Halo 3 Edition**.

## **5. High Risers Slam Dunk Main Event:**

The High Risers Slam Dunk Main Event will feature the players advancing to the Top 15 of the Qualifying Tournament. All participants advancing to the Top 16 of the Qualifying Tournament will be automatically entered into the High Risers Slam Dunk Main Event. All dunks from participants will be uploaded to NBA 2K8 online via the 2K ReelMaker feature included in NBA 2K8. All 16 dunks will then be uploaded to [www.konsolekingz.com](http://www.konsolekingz.com) and bracketed off to a 16 player single elimination tournament. Once the pairings are set, participant's dunks will advance via weekly public voting polls for each round.

High Risers Slam Dunk Main Event Schedule:

**Final Dunk Submission to 2K ReelMaker** – March 12, 2008 @ 11:59pm EST\*

**Round 1 (Round of 16)** – Voting is open from March 17– 22, 2008

**Round 2 (Quarter-Finals)** – Voting is open from March 24– 28, 2008

**High Risers Slam Dunk Main Event Finals** – Week of March 31, 2008

*\*If a finalist does not submit an entry before the deadline, the finalist will be forfeited.*

Once the event goes down to the final four participants, our guest celebrity judges will determine a winner. All judging will be recorded live, and uploaded to [www.konsolekingz.com](http://www.konsolekingz.com) for public viewing. The winner of the High Risers Slam Dunk Main Event will win a **32" LCD HDTV**.

## **6. High Risers Qualifying Tournament Game Play Rules:**

Tournament registrants must strictly adhere to all game play guidelines and these Official Rules or risk the possibility of disqualification.

During the Qualifying Tournament, the game settings will be as follows:

**Skill Level** - Hall of Fame

**Period length**- 8 minutes

**Rules** - NBA Rules

**Injuries**: Off

**Trading**: Off

**Fatigue**: On

**Clutch Factor**: On

Entrants must conduct themselves in a sportsmanlike manner, maintaining a friendly and polite demeanor to competitors and to other participants of the Tournament. Entrants who engage in unsportsmanlike, disruptive, annoying, harassing or threatening conduct or violate any rule, gain unfair advantage in participating in the Tournament, or obtain winner status using fraudulent means, in Sponsor's sole discretion, will be disqualified. Sponsor will interpret these Rules and resolve

any disputes, conflicting claims or ambiguities concerning the Rules or the Tournament and the Sponsor's decisions concerning such disputes shall be final. Sponsor may prohibit an entrant from participating in the Tournament or winning a prize if, in their sole discretion, Sponsor determines that said entrant is attempting to undermine the legitimate operation of the Tournament by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor's representatives.

Cheating is defined as follows:

If an opponent starts purposely lagging the game this would most definitely be considered cheating. Playing with your router, opening up tons of programs on your computer, etc. will not be tolerated. Pausing when the other player is about to shoot. You can pause at anytime during the game (although it is preferred you pause when you have offensive possession). However, it will be considered cheating if you pause when the other player is attempting to shoot.

**Pulling the Plug/Turning off your Xbox:** We understand that entrants have network problems. Therefore, in the online playoff, if an entrant disconnects from a game within the first period of play, either intentionally or unintentionally, the game may be reset by the designated match admin. However, if an administrator believes a disconnection was intentionally triggered by an entrant, the administrator may disqualify that entrant from the Tournament.

Tournament Administrators shall be contactable via Xbox Live Messenger or email ([highrisers@konsolekingz.com](mailto:highrisers@konsolekingz.com)). All complaints will be filed and saved. If an entrant receives too many complaints about breaking these rules, that player will be disqualified, in the Sponsor's sole discretion. A Tournament Administrator reserves the final right to every decision. Entrants must strictly adhere to all game play guidelines or risk the possibility of disqualification.

Entrants are required to file all questions, comments, disputes, no-show claims, schedule conflicts, or other Tournament related issues through contact methods listed above with the appropriate subject. Be sure to explain your situation thoroughly and include any details necessary to assist the Tournament Administrator in making a decision.

Administrators, in their sole discretion, reserve the right to change the score of a Tournament match. This decision could be made based on the Administrator's judgment that the game reported the result incorrectly or the entrants tampered with the game software or hardware to manipulate the reported score.

If any disputes should occur when it comes to Entrants not showing up to play their assigned matches, please email the Administrator. Both Entrants are responsible for emailing the Administrator concerning a no-show from the event.

- If both Entrants don't show for their Round's match and both email the Administrator, then the Administrator will allow the Entrants to play their game before the next round begins (before 11:00am EST of the next round). If they cannot agree to a time, a winner will be determined via coin flip.
- If both Entrants don't show for their Round's match, and only one emails the Administrator, then the Administrator will assign the win to the Entrant that emails the Administrator the victory and advance to the next round.
- If both Entrants don't show for their Round's match, and neither emails the Administrator, then both Entrants will be disqualified.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE TOURNAMENT MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

Entrants are recommended to be online in their connected console platform and ready to play their opponent fifteen (15) minutes prior to the published match time. If an entrant is not online on their connected console platform fifteen (15) minutes after the published Online Playoff match time, such entrant forfeits the match. To report a no-show, send an email or an Xbox Live message to the Moderator assigned to your bracket. An Administrator will confirm that an entrant's opponent is not available for play before awarding such reporting entrant the win. A false no-show claim will result in immediate disqualification of the reporting entrant from the tournament.

It is each player's responsibility to know and understand the rules as they exist the day of each match.

**Match Times:** All Konsole Kingz NBA 2K8 High Risers Tournament match times will be posted in EST. Registrants are responsible to know how to translate EST into their local time.

**Hardware Requirements:** Any manipulation of the Xbox 360 game platform will result in disqualification. The game platform must be as designed and constructed by its manufacturer.

Tournament registrants are free to use any customized controllers, however turbo controllers are prohibited.

**Awards Availability:** Entrants must be available for post-tournament awards ceremonies and interviews.

**Revisions:** All rules are subject to change, and changes may be posted without notice.

Changes may be made on the day of a match to rules or Tournament format if necessary to accommodate special circumstances. The word of a Tournament Administrator is final.

**Drugs and Alcohol:** Entrants must not be under the influence of drugs or alcohol at any time while participating in the Tournament.

**Software Cheats and Exploits:** Entrants will be disqualified for use of any NBA 2K8 cheats or game exploits. Sponsor, in its sole discretion, reserve the right to disqualify any entrant for any reason.

## **7. High Risers Slam Dunk Main Event Game Play Rules:**

All entries for the Slam Dunk Main Event must be entered via 2K ReelMaker. The rules for all videos are:

- \* Dunks must be performed by one player. All videos showcasing more than one player will be disqualified.
- \* All videos are limited to 30 seconds.
- \* Only one (1) dunk is allowed on the video entry.
- \* One (1) live action dunk and one (1) replay of the same dunk is allowed on the video entry.

Any manipulation of video entry or evidence of multiple dunks linked together will result in disqualification.

## **8. Eligibility**

The Tournament is only open to residents of the 50 United States and the District of Columbia (excluding Arizona, Maryland, North Dakota, and Vermont) who are 13 years of age or older on or before February 17, 2008. Entrants must be 13 years of age to enter the Tournament and to claim prizes. All winners under the age of 18 must submit written consent from their parent/legal guardian before entering the Tournament and before being awarded any prizes. THIS TOURNAMENT IS VOID IN ARIZONA, MARYLAND, NORTH DAKOTA, VERMONT, PUERTO RICO, OUTSIDE OF THE UNITED STATES AND WHERE OTHERWISE PROHIBITED.

Contestants must have Xbox 360, own a copy of NBA 2k8, and broadband internet access prior to Tournament registration. Employees of Take Two Interactive, Konsole Kingz LLC, Blue Heat Games, and Visual Concepts Entertainment, and their respective affiliates, subsidiaries, parents, representatives, advertising, promotion and publicity agencies, and the immediate families (parents, children, siblings, and/or spouse) or members of the same household (whether related or not) of each are not eligible. Void where prohibited, restricted or taxed by law. All federal, state and local laws and regulations apply. Play Instructions and Tournament Structure for the High Risers Qualifying Tournament and High Risers Slam Dunk Main Event can be found on the Website at [www.konsolekingz.com](http://www.konsolekingz.com).

Sponsor will present general play instructions, any mandatory game play settings and game controller directions during the Tournament prior to commencement of play. Entrants are responsible for understanding game controllers for the Xbox 360 gaming system.

All winners will be selected under the auspices of Sponsor. In the event that an entrant cannot participate in competition at any level of play, for whatever reason, Sponsor, in its sole discretion, reserve the right to select a substitute entrant (including, at Sponsor's discretion, 2nd or 3rd place or losing players of previous rounds), modify the Tournament structure as necessary or reschedule Tournament play. All entrants must follow Sponsor's directions. All decisions and rulings of Sponsor are final. Sponsor reserves the right to disqualify any entrant from participation in competition at any level, any time and for any or no reason.

## **9. Prizes**

High Risers Qualifying Tournament: The Grand Prize Winner of the High Risers Qualifying Tournament will be awarded a Zune – Halo 3 Edition (ARV \$250).

High Risers Slam Dunk Main Event: The Grand Prize Winner of the High Risers Slam Dunk Main Event will be awarded a 32" LCD HDTV (ARV \$750).

All Prizes are not transferable. No substitution of any Prize for cash or other goods and services is permitted, except Sponsor reserve the right to provide a substitute Prize of approximately equal value. All unspecified expenses, including, without limitation, all federal, state, provincial, and local taxes, and international tariffs, are the sole responsibility of Winner. Winners will receive an IRS Form 1099 reflecting the final actual value of the prize, if applicable. Winners may be required to supply a Social Security or taxpayer ID number prior to the award of any prize.

All Winners (or their respective parent/legal guardian if a minor) may be required to complete and sign an Affidavit/Declaration of Eligibility and, except where prohibited, Liability/Publicity Release, in the form provided by Sponsor, within 10 days of notice in order to claim Prize. If any Winner does not respond as directed within 10 days of attempted notification, if any prize or prize notification is returned as undeliverable, if prize is rejected, or in the event of noncompliance with these Tournament rules and requirements, such prize will be forfeited and an alternate winner may be selected (who will be the contestant with the next highest score in the respective grouping) or Sponsor may choose not to award the prize. Upon prize forfeiture, no compensation will be given. Limit one prize per person or household. Winner may be required to provide a U.S. shipping address to claim Prize.

## 10. Responsibility

### **10. Responsibility**

Sponsor is not responsible for the performance or reliability of the Game Console Machine (Xbox 360), its respective controls, the online gaming service (Xbox Live Gold) provided by the game console manufacturers or the connection provided by a contestants' internet service provider ("ISP"). Please verify that all these devices and services are working properly prior to registering for the Tournament or reporting for a scheduled Tournament match.

### **11. General Conditions**

Visual Concepts Entertainment, Take Two Interactive, 2K Sports, Microsoft, Konsole Kingz, LLC , The National Basketball Association ("NBA"), its member teams, and NBA Properties, Inc. (collectively, the "NBA entities") and their respective affiliates, subsidiaries, parents, representatives, advertising, promotion and publicity agencies are not in any way responsible or liable for and shall be held harmless against any liability for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Tournament, any Tournament-related activity, or for any typographical or other error in the printing, shipping, offering or announcement of any prize in the Tournament. By entering and/or accepting a Prize, each registrant, entrant, qualifier, Finalist and Winner and guest assumes sole liability for and agrees to release and hold harmless Sponsor, the NBA entities, Take Two Interactive, 2K Sports and their respective advertising and promotion agencies and their parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Tournament, or possession, acceptance and/or use or misuse of prize or participation in any Tournament-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor has the right to cancel, terminate or modify this Tournament if it cannot be completed as planned due to computer virus, bugs, tampering, unauthorized intervention, technical failures, or other conditions beyond Sponsor's control. Sponsor is not responsible for any failure to contact entrants, whether due to technical or human error. By entering this Tournament, each registrant, contestant, Finalist and Winner consents to the posting and use of his or her name and/or photograph on the Website, Sponsor's websites and in any and all publicity and advertising for 2K Sports, Konsole Kingz, the NBA Entities, this Tournament or other promotions by Sponsor without any further attribution, additional notification or compensation except where prohibited by law. Sponsor is not responsible if Tournament cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Sponsor, and its respective affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter or participate in the Tournament, including any injury or damage to participant's or any other person's entertainment system relating to or resulting from participating in this Tournament.

## **12. Use of Data**

Sponsor will be collecting personal data about entrants online, in accordance with its privacy policies. By participating in the Tournament, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy, located at [www.konsolekingz.com](http://www.konsolekingz.com), unless entrant specifically opts out of such usage of personal data as set forth in the respective privacy policies.

## **13. Winners List**

After all winners are determined, on or around April 1, 2008, a "winners" list will be available at [www.konsolekingz.com](http://www.konsolekingz.com).

## **14. Sponsor**

This Tournament is sponsored by Konsole Kingz, LLC, 590 Means St Suite 100, Atlanta, GA 30318.