

NESO Event Guidelines

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Terminology

NESO LLC (“NESO”)

NESO LLC (the “Company”)

A player who has entered, may enter, has considered entering, or previously played in a NESO LLC event (“Participant” or “Competitor” or “Participants”)

An organization that has expressed interest in participating, is participating or has participated (“Organization”)

A member of NESO’s support, broadcasting or otherwise assigned staff team (“NESO tournament officials” or “NESO Staff” or “Staff”)

This document and all of the information, clauses, and examples within it (the “Policy”)

A non-official broadcast is any broadcast besides the official NESO channel at Twitch.tv/PlayNESO.com

Anyone who operates, hosts, or otherwise is involved in a non-official broadcast (“Broadcaster” or “Streamer”)

Summary

This document highlights the various aspects of NESO’s agreement with our participants.

This document includes but is not limited to refund policy, cancellation, cheating policy, player conduct, and payout policy.

All participants of NESO events agree to and are bound to the stipulations of these guidelines and agree to abide by and follow them.

Please read these carefully, and contact us at Contact@PlayNESO.com if you have any questions or concerns regarding this agreement.

Terms & Conditions

1. Means of Registration
 - 1.1. Teams can register through the NESO website where they can submit any required information and payment. Following registration, an email will be sent to the supplied email containing the invite code to join the event using a bracketing website like Battlefy, Challengermode, etc.
 - 1.2. If an alternative form of registration is required (Battlefy, Challengermode, etc) information will be provided regarding any specific registration requirements.
2. Participation Requirements
 - 2.1. Participants are required to be 13 or older, or as required by their local law.
 - 2.1.1. Participants between and of the ages of 13 and 18 must have permission from their parents and/or legal guardians to participate and be broadcast via streaming services, appear on social media, and otherwise be allowed to participate, compete, and interact.
 - 2.2. Must possess any required equipment to participate during events safely.
 - 2.3. Must be capable and legally able to receive payment via Paypal, Check, or other suitable means of payment.
 - 2.4. Any required payments and fees must be paid in full prior to participation.
 - 2.5. Any supplied information regarding registration must be accurate and verifiable.
 - 2.6. Must be willing and able to be broadcast via streaming services, appear on social media, and participate in events.
 - 2.7. Must not have received any suspensions or prohibitions from playing in competitions from any official esports entity for cheating, unsportsmanlike conduct, or other related offenses.
 - 2.7.1. This may be reviewed as necessary by NESO tournament officials and decided on a case-by-case basis.
3. Prize Payouts
 - 3.1. NESO will pay out either a lump sum or individual payments at the discretion of NESO tournament officials using either built-in services on the associated bracketing website, via Paypal, Check, or other appropriate means.
 - 3.2. Payouts typically take 24-48 hours but can take up to 30 days to process depending on the event.
 - 3.3. NESO reserves the right to withhold prize payouts for as long as possible to ensure fair play and for review purposes.
 - 3.4. NESO will attempt to payout to the appropriately assigned Point of Contact, and if not possible will try to find a suitable replacement.
 - 3.4.1. In the event the prize money cannot be paid out, NESO may give it to another team or hold the money at the discretion of NESO tournament officials.
 - 3.4.2. Teams have 30 days from notification to retrieve their prizes.

4. Payments & Refunds
 - 4.1. Payments
 - 4.1.1. All payments must be submitted in full prior to playing.
 - 4.1.2. Payments must be made officially through NESO's website.
 - 4.1.2.1. Alternative payment methods may be used and announced as dedicated by NESO.
 - 4.2. Chargebacks and Refunds
 - 4.2.1. Unapproved chargebacks will result in a 50% fee being added on top of the initial charge value.
 - 4.2.1.1. Chargebacks will only be approved via a written notice from the NESO tournament officials.
 - 4.2.2. Refunds can be requested up to 48 hours prior to an event starting.
 - 4.2.2.1. Extraordinary circumstances may allow for refunds to be made up to 2 hours before the event starts as dictated by the NESO tournament officials.
 - 4.2.2.2. Refunds will be made to the original payment source.
 - 4.2.2.3. Refunds may take 24-48 hours to process.'
 - 4.2.2.3.1. If there are additional delays, the recipient will be notified.
 - 4.2.2.4. NESO reserves the right to deny refunds for any reason, as allowed by local and state law.
 - 4.2.2.4.1. NESO reserves the right to offer event credits in place of a cash refund for any reason.
 - 4.2.2.5. All refunds will be made in accordance with local and state laws.
5. Event Cancellation & Rescheduling
 - 5.1. Refunds
 - 5.1.1. For event cancellations, in accordance with our refund policy and applicable law, all entry fees for the event directly will be refunded as possible, unless otherwise stated.
 - 5.1.1.1. Refunds will not be issued if an event in a series of events is canceled. Ex. If an invitational event is canceled, refunds will not be given to those who participated in the qualifying event.
 - 5.1.1.2. In place of a cash refund, credit may be given as decided by NESO tournament officials.
 - 5.1.2. Refunds may not be given in the event of a team missing or otherwise forfeiting a match.
 - 5.2. Notification
 - 5.2.1. NESO will make every reasonable effort to inform participants and the community of changes in events timing, dates, or in case of cancellations.
 - 5.2.1.1. This would ideally be done via social media, email, and the event's page.
 - 5.2.1.2. NESO reserves the right to cancel or reschedule events without notification.

5.2.1.3. NESO does not have to specify the conditions of cancellation or rescheduling.

6. Attendance and Rescheduling

- 6.1. Teams may be required to confirm prior to entry into a tournament in accordance with the tournament's specific rules.
 - 6.1.1. If a team fails to confirm their entry into a tournament within the allotted time (Typically one hour to 30 minutes before a match), they may not be allowed to participate and will forfeit any matches.
- 6.2. Teams may not reschedule matches unless otherwise approved by NESO tournament officials.
- 6.3. Teams are responsible for being on time and prepared to start.
 - 6.3.1. Teams have 10 minutes within the scheduled start time to be prepared to start, else they may be forced to forfeit their match.
 - 6.3.2. If a team is unable to play at an assigned time, they may be forced to forfeit their match and any associated winnings.
 - 6.3.3. Teams that cause repeated delays may be forced to forfeit their match.
 - 6.3.4. Teams are strongly encouraged to have substitute players ready at the time of their scheduled match.
- 6.4. Teams cannot delay matches intentionally or not and may be disqualified.

7. Technical Timeouts

- 7.1. Teams may call for a technical timeout when it is possible and necessary.
- 7.2. This timeout cannot last more than 5 minutes, in which time players should restart their computer, adjust settings, or do whatever they need to do to fix the issue.
 - 7.2.1. Once the five minutes have elapsed, the match must begin again.
 - 7.2.2. NESO admins may allow for additional timing if they deem it necessary.
 - 7.2.3. Starting before the elapsed time and without permission may result in punishment and compensation.
 - 7.2.4. A one-minute warning must be given prior to ending the technical timeout and both teams must confirm they are aware of it.
 - 7.2.5. Players may not start the match without both teams saying they are ready to start.
 - 7.2.5.1. Teams must start whether or not their player has returned unless extenuating circumstances exist.
 - 7.2.5.2. If one team continues to say they are not ready, they should contact NESO tournament officials immediately.
 - 7.2.5.3. If a team purposefully delays a match, they may be disqualified.
- 7.3. A technical pause must be clearly declared and the reason must be stated to NESO tournament officials.

- 7.3.1. The opposing team doesn't need to be made aware of the reason but may request a NESO tournament official to double-check the validity of the pause.
 - 7.3.2. If a participant fails to clearly announce or start a technical pause, they are responsible for any losses and will not receive compensation.
8. Coaches & Organization Staff
- 8.1. Coaches and Organization Staff are not allowed to communicate with teams and participants during a match.
 - 8.1.1. Coaches may communicate with their players during tactical paused and pre-planned timeouts when specified.
 - 8.1.2. Coaches may not communicate with their players during technical timeouts.
 - 8.2. Coaches may not watch the live stream if they are coaching in a match, and may only use in-game coaching tools provided as specified by NESO.
9. Substitute players
- 9.1. Two substitute players are allowed as specified by the tournament's registration guidelines.
 - 9.1.1. In games where this may not be possible or allowed, substitutes are not approved. Please refer to the registration guidelines or contact NESO tournament officials if you have questions regarding this.
 - 9.2. Teams are encouraged to have substitute players when possible.
 - 9.3. Teams may not substitute players during matches unless otherwise specified by NESO tournament officials.'
 - 9.4. Substitutes should be listed upon registration, and may not be allowed to enter if they are not listed at the discretion of NESO tournament officials.
10. Cancellations & Rescheduling Policy
- 10.1. NESO reserves the right to cancel any event at any time for any reason.
 - 10.2. Event cancellations include but are not limited to weather, attendance numbers, financial reasons, holidays, scheduling conflicts, and other acts of god which might interfere with NESO's ability to run an event.
 - 10.3. Events may be rescheduled instead of canceled if NESO finds it preferable.
11. Servers and Regions
- 11.1. In games that require the selection of online servers, the server with the lowest average ping should be selected unless both teams agree to another alternative server.
 - 11.1.1. In North American events, central servers should be used when possible.
 - 11.2. The region of play should be the one in which most players reside unless otherwise specified as a regional event (Ex. North American.)
12. Point of Contact
- 12.1. Teams and Participants will assign an appropriate Point of Contact for their organization and roster to communicate with NESO tournament officials.
 - 12.1.1. Teams and Participants should rely on their Point of Contact to communicate with NESO tournament officials when possible to ensure smooth and concise communication.

- 12.1.2. If the Point of Contact is not available, Participants are permitted to contact NESO tournament officials as needed to resolve their issues.
- 12.2. The Point of Contact will be used for all payment information, and player information.
 - 12.2.1. Players may be contacted for confidential information if required.
- 13. Reporting of Scores
 - 13.1. Teams are responsible for accurately reporting the scores for their matches when required.
 - 13.2. If an opposing team fails to arrive, the score should be recorded as “1-0” in favor of the team that arrived.
 - 13.3. Screenshots should always be shown that detail the match results.
 - 13.4. If there is an issue reporting scores, NESO tournament officials should be contacted immediately.
- 14. Prizing & Points
 - 14.1. Adjustment and Scaling
 - 14.1.1. NESO reserves the right to adjust prize pools and points at any time without notice for any reason.
 - 14.1.1.1. NESO may choose to scale prize pools and points based on event attendance.
 - 14.2. Valuation
 - 14.2.1. For prize pools featuring non-monetary prizing, NESO will assign an estimated cash value to the prize pool based on market research.
 - 14.3. Points
 - 14.3.1. NESO may choose to offer points on a leaderboard which then provides an opportunity for teams to enter larger events later on. For example, a qualifier may offer points to an invitational.
 - 14.3.1.1. This does not create an agreement between the participant and NESO LLC that NESO will run the later event.
 - 14.3.1.2. NESO does not guarantee that a later event will occur.
 - 14.3.1.3. NESO may choose to revoke or adjust points at any time.
 - 14.3.1.4. Points carry no monetary value.
 - 14.3.2. Points are held by organizations.
 - 14.3.2.1. If a team changes its name, it can contact NESO tournament officials to transfer its points.
 - 14.3.2.1.1. They must retain at least 2 of their original team members.
 - 14.3.2.1.2. Must be owned by the same organization, or owner.
 - 14.3.2.1.3. If there is any confusion, points will be determined by NESO tournament officials on a case-by-case basis.
 - 14.3.3. Points will be displayed on the event’s tournament website.

15. Brackets
 - 15.1. Display
 - 15.1.1. Brackets will be displayed using a bracketing service
 - 15.1.1.1. An example of this would be Challengermode or Battlefy.
 - 15.1.2. Brackets will be determined and seeded by NESO tournament officials.
 - 15.2. Modification
 - 15.2.1. Brackets may be adjusted or modified at the discretion of NESO tournament officials.
16. Broadcasting
 - 16.1. Official Broadcasts
 - 16.1.1. During a NESO broadcast, teams are to uphold the strictest of professionalism and not be disrespectful or disruptive else they may receive punishment at the discretion of NESO tournament officials.
 - 16.1.2. NESO is under no obligation to stream any event, match, or otherwise tournament at any time.
 - 16.1.2.1. NESO may cancel a broadcast at any time without notice.
 - 16.1.2.2. NESO may broadcast whichever matches it chooses.
 - 16.2. Non-Official Broadcasts
 - 16.2.1. Non-Official broadcasters accept responsibility for their broadcast and all content within it.
 - 16.2.2. Broadcasters may not broadcast matches that are already being broadcast by NESO officially.
 - 16.2.3. They must follow all Twitch TOS, Discord TOS, and NESO Guidelines.
 - 16.2.4. NESO reserves the right to restrict broadcasters from broadcasting NESO events, and during NESO events.
 - 16.2.5. While a 5-minute delay is recommended, it is not required and the broadcaster accepts all responsibility.
 - 16.2.6. All non-official broadcasts must include “NESO”, “NESO Event”, “NESO (Tournament Name)”, or some similar variation at the discretion of NESO tournament officials.
17. Rules and Guidelines
 - 17.1. NESO has released an official document (“Conduct Guidelines”) detailing rules and regulations for player and organization conduct at PlayNESO.com/ConductGuidelines
 - 17.2. These guidelines may be adjusted at the discretion of NESO tournament officials without notice or warning to any players.
 - 17.3. NESO reserves the right to remove any team from any event without notice or prior warning without offering a refund and/or a reason.
18. Other Clauses
 - 18.1. This policy is non-exhaustive in nature and is subject to the individual determination of NESO tournament officials on a case-by-case basis.

- 18.2. NESO tournament officials reserve the right to modify and interpret this policy and clauses as they see fit.
- 18.3. NESO reserves the right to modify this policy and its clauses without notice or warning, at any time, and for any reason.
- 18.4. If a provision of this Agreement is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect (1) the enforceability or validity in that jurisdiction of any other provision of this Agreement, or (2) the enforceability or validity in other jurisdictions of that or any other provision of this Agreement

Universal Rules

19. General Rules

- 19.1. NESO tournament officials reserve the right to decide outside or even against the code of conduct in special cases to guarantee fair play.
- 19.2. NESO chooses to follow the example of the ESIC but is not bound to their ruling or officially part of them in any way. You can find detailed information on their code of conduct and penalties here at <https://esic.gg/codes/code-of-conduct/>
- 19.3. Violations of any form of conduct or guideline may result in removal from the event, banning from future events, or even be required to pay monetary damages towards NESO or affected persons.

20. Code of Conduct

- 20.1. Every participant has to act respectfully towards all NESO tournament officials, viewers, press, partners, sponsors, and other players.
- 20.2. Every participant understands they are representing esports, NESO, and our sponsors and are expected to do so honorably.
- 20.3. This applies to all in-game behavior, messages, in-game chats, comments, and other media.
- 20.4. NESO expects all participants to uphold the following fundamental values:
 - 20.4.1. Integrity: Be honest and play fair.
 - 20.4.2. Respect: Show common courtesy and respect to all people.
 - 20.4.3. Compassion: treat others the way you would like to be treated.
 - 20.4.4. Commitment: always do your best and encourage others to do the same.
- 20.5. Participants must not engage in any form of hate speech or harassment. This includes but is not solely limited to:
 - 20.5.1. Hate speech, offensive behavior, or verbal abuse related to sex, gender identity, expression, sexual orientation, race, ethnicity, disability, physical appearance, body size, age, or religion.
 - 20.5.2. Spamming, raiding, hijacking, or inciting disruption of streams or social media.
 - 20.5.3. Unwelcome sexual attention. This includes unwelcome sexualized comments, jokes, and sexual advances.
 - 20.5.4. Stalking or intimidation (physically or online).
 - 20.5.5. Posting or threatening to post other people's personally identifying information ("doxing").

20.5.6. Advocating for, soliciting, or encouraging, any of the above behavior.

21. Spamming

21.1. Posting content with the intent of being annoying or offensive, especially in the case of repeatedly doing so, is considered spam and may result in penalties to a player and their team.

22. Public Behavior

22.1. Any form of negative, unprofessional, or otherwise offensive behavior towards any person or in general is prohibited.

22.2. Any form of causing a scene, scandal, contempt, or public dispute is prohibited.

22.3. Any action which damages NESO's reputation or public image may result in monetary damages and fees.

22.3.1. This includes any form of derogatory comment targeted towards NESO, its staff, or partners via statements, or messages. statements and/or social media channels.

23. Insulting and Offensive Behavior

23.1. Any conflicts or insults between participants during a NESO event or on any NESO platform may be punished. This includes but is not limited to the NESO Discord, website, bracketing websites, and in-game chat.

23.2. The following offensives and incidents are considered especially serious and may result in referral to law enforcement and other extreme measures:

23.2.1. Threat of violence

23.2.2. Sexual harassment

23.2.3. Digital harassment

23.2.4. Slander

23.2.5. Stalking

23.2.6. Pornographic linkings

23.2.7. Heinous Insults

23.2.8. Extremist statements

24. Game & Client

24.1. All programs which are not part of the original game, including custom data and modifications are not allowed during any NESO event.

24.2. All external voice programs are allowed, however, teams may be required to be inside of a NESO official voice channel (ex. Discord) to participate in an event.

24.3. Scripts and changes to the game's configuration are allowed unless they are partly or completely forbidden by specific rules.

24.4. Programs that provide an advantage during gameplay (ex. Drivers that hide walls, aim assistance software, audio assistance software) are forbidden.

24.5. Any program that changes the game itself is forbidden.

25. Communication Policy
 - 25.1. All communications in the form of direct messages or support tickets written between NESO tournament officials and all participants cannot be shared or published without permission from NESO.
26. Language
 - 26.1. NESO is a North American-based organization and currently operates using English as its official language.
 - 26.2. Players should be able to communicate using English.

Rules and Violations

27. Cheating
 - 27.1. All forms of cheating during a NESO event, while intending to play in one, or otherwise while affiliated with an organization participating in NESO is strictly forbidden and will result in punishment by NESO.
 - 27.2. Watching broadcasts of a NESO match while participating in a NESO event is strictly prohibited and may be considered cheating.
 - 27.3. Players found cheating outside of NESO events may be banned or punished at the discretion of NESO tournament officials.
 - 27.4. The use of any form of program (or “hacks”) to circumvent, modify, or in any way avoid anti-cheat software may result in punishment, whether it was confirmed to be used during a match or not.
 - 27.5. Cheating during an event may result in:
 - 27.5.1. Disqualification from any event or tournament.
 - 27.5.2. Voiding of all results.
 - 27.5.3. Forfeiture of all prize money.
 - 27.5.4. A ban for any period of time, including permanently.
 - 27.5.5. An additional fine for any damages to NESO.
28. Distribution of Cheats
 - 28.1. Contributing in any way to the distribution of cheats is not allowed and may be treated as having used cheats during a match.
 - 28.2. This includes the mentioning of any cheat’s names, logos, or websites anywhere by a player, including but not limited to on their social media, player name, profile picture, or on any official part of NESO.
29. Doping
 - 29.1. Any form of using performance-enhancing drugs (or “Doping”) is prohibited.
 - 29.2. The same punishments for cheating apply.
 - 29.3. Prescribed medications that might qualify as performance-enhancing should be reported to NESO tournament officials (Ex. Adderall)
 - 29.4. All punishments are at the discretion of NESO tournament officials based on a multitude of factors including the nature of the cheats and the nature of the event.

30. Appeals

- 30.1. Participants caught cheating may appeal punishments if a period of at least a quarter of their ban or six months have passed, whichever comes first. This does not apply if new evidence comes to light that might absolve the offender from their punishment.
- 30.2. Participants who were caught cheating and who express intent to reform may be given a second chance at the discretion of NESO tournament officials.

31. Match-Fixing & Betting

- 31.1. Players are not allowed to bet on their matches or NESO associated events they are participating in, or any person they are associated with is participating in.
- 31.2. Engaging in any action which intentionally and fraudulently influences the outcome of a match for a monetary game is prohibited.
- 31.3. Any form of match-fixing or betting fraud may result in a ban, possibly permanent, forfeiture of any prize money, a requirement to pay damages to NESO and any affected persons, disqualification, and an additional fine for involvement, and voiding of all associated results.

32. Manipulation and Bribery

- 32.1. Attempting to bribe, blackmail, or otherwise manipulate the competition or a NESO tournament official is prohibited.
- 32.2. This may result in:
 - 32.2.1. Disqualification from any event or tournament.
 - 32.2.2. Voiding of all results.
 - 32.2.3. Forfeiture of all prize money.
 - 32.2.4. A ban for any period of time, including permanently.
 - 32.2.5. An additional fine for any damages to NESO.
- 32.3. In a situation that violates the law, the participant may be reported to law enforcement,

33. Repeated violations

- 33.1. Will result in even more severe punishments and may lose the right to an appeal at the discretion of NESO tournament officials.

34. Names and Logos

- 34.1. All names and logos must be appropriate and not under any form of copyright without permission.
- 34.2. Names and logos must not resemble or be able to mistakenly identify themselves as another person or entity.
- 34.3. Names cannot be offensive, unclear, circumventing copyright, vulgar, or named after a product or person.
- 34.4. Logos cannot display any form of a sexual or otherwise inappropriate body part.

34.5. NESO tournament officials reserve the right to deny or modify names as needed.

35. Player Information

35.1. Knowingly providing false information or otherwise attempting to deceive NESO tournament officials or participants is strictly prohibited.

35.2. Players must accurately display and tell their nationality and country of residence for verification purposes.

35.3. Players must accurately provide their name, email address, and other required information.

35.4. Any player's photos in place of logos should include a headshot as regularly defined.

36. Fines

36.1. Issuing of Fines

36.1.1. Fines may be issued for any form of integrity offense as a deterrent.

36.1.2. Fines may be issued for conduct violations as a future deterrent.

36.1.3. Fines may be issued for amnesty purposes.

36.1.4. Fines may be issued to repay damages including but not limited to reputational damages, physical damage, to replace stolen property, and repay prize pools.

36.2. Collection

36.2.1. Participants will have 30 days from notification of a fine to submit payment through the requested channel of a mailed check, Paypal, or another convenient method by the discretion of NESO.

36.2.2. NESO may extend the 30 days at the discretion of NESO tournament officials.

36.2.3. Failure to pay within the allotted time may result in increased fines.

36.2.4. Failure to comply may result in legal action in accordance with the State of Illinois.

36.2.5. All participants agree to settle all legal disputes within Illinois when legally applicable.

36.2.6. Participants will be required to pay for any associated legal fees of NESO, and any further damages as a result of legal action.