

## Conditions of Participation

### A MAZE. Awards 2017

Berlin, December 2016

Terms about the regulations for the "A MAZE. Awards"

Valid for the A MAZE. Awards 2017

All Participants of the A MAZE. Awards (following named Contest) are subject to these Conditions of Participation and all applicable laws and regulations. Before entering the Competition all Participants shall carefully read these Conditions of Participation and agree without limitation or qualification.

If Participants do not agree to these Conditions of Participation without limitation or qualification they may not enter the Competition.

Organizer reserves the right to dismiss and/or disqualify at any time with immediate effect any Participant who tampers with the operation of the Competition or Competition web site or violates the Conditions of Participation or any other applicable laws and regulations.

#### § 1 Organizer

The A MAZE. Awards (following named Contest) is being organized by A MAZE. GmbH (following named Organizer) to be held during the A MAZE./ Berlin Festival April 26<sup>th</sup> - April 29<sup>th</sup>, 2017 in Berlin, Germany (following named Festival).

#### § 2 Contest

(1) The A MAZE. Awards choose the best games in five categories "THE MOST AMAZING GAME AWARD", "HUMAN HUMAN MACHINE AWARD", "LONG FEATURE AWARD", "DIGITAL MOMENT AWARD" and "COLLIDER AWARD" of the year. The prizes are awarded once a year and are valid only in conjunction with the respective year.

(2) The A MAZE. Award is open to games developed for common or uncommon digital platforms (PC, Mac, Linux, Mobile,...) and playful installations or physical games, which include technology e.g. in form of wearable interfaces will get accepted. Pure analog games won't get reviewed.

### § 3 Judges

The Organizer selects an international Jury for the Contest (following named Jury).

### § 4 Submitted Games

- (1) Games, which are submitted, must be produced under full creative freedom of the developers.
- (2) The selection committee reserves the right to narrow down the choices for the Jury.
- (3) The artistic director reserves the right to refuse any game at its sole discretion.
- (4) The developer has to have the intent, to release the game within 12 months after the AMAZE. Awards 2017 ceremony.

### § 5 Decisions

The decisions of Organizer and Jury are final and binding for all Participants on all matters pertaining to the Contest.

### § 6 Access

- (1) The Contest is open only to business entities and to individuals who are 16 years or older on April 26<sup>h</sup> 2017. Individuals under the age of 18 years must provide evidence of parent or legal guardian consent satisfactory to Organizer. Organizer, its parents, subsidiaries, and affiliates, and its advertising, promotion, and production agencies, as well as employees of any of the foregoing, members of such employees' immediate families (including spouse, parents, siblings, grandparents, grandchildren, step-children, step-parents and in-laws), and persons with whom such employees are domiciled, are not eligible.
- (2) To enter the Contest, a Participant who is otherwise eligible under these Conditions of Participation must submit all of the following materials at any time between 00:00am on December 1<sup>st</sup> 2016 and 11:59pm on March 1<sup>st</sup>, 2017 (following named Entry Deadline):

1. A properly completed official entry form, located on the Contest application page Organizer's website, <http://award.amaze-berlin.de> (following named Contest Website).
2. The checked box at the conditions tab in the entry form guarantee the following requirements:
  - a) **Independently Created:** The Nominating Committee must be confident that the submitted game was created by an independent developer, according to § 4 of the Conditions of Participation.
  - b) **Use of Third Party Technology:** Games that make use of third party game engines, middleware, or other software or technology are only eligible if the Participant has all necessary rights to present the game.

- c) **Rights:** The Participant must have obtained the written permission of all persons or entities having any rights in the submitted Game.

(3) A digital copy of the game has to be submitted by uploading it to a public available website, posting the URL in the entry form. Data at this URL can be updated, even after submission. If the game falls into the “Special platform” category, a documentation has to be uploaded instead. If the Participant chooses to send his game, he can do so at his sole expense.

(4) Updates of submitted games are only permitted until the entry deadline.

(5) A non-refundable submission fee. **(Note: The submission fee doesn't include festival tickets. Nominees only will get 2 Festival passes to the festival for free.)**

(6) The Participant has to make sure that the Organizer gets enough Redeem codes or Free links to get access to the games, if necessary.

#### **§ 7 Nomination**

(1) Each member of Selection committee will have the option to vote on each Submitted Game and to suggest categories.

(2) The 25 (twenty-five) games with the highest votes of from all members of the Selection Committee in the Contest will qualify for the Final voting (following named Nominee Game).

#### **§ 8 Nominee Prizes**

(1) Each Participant who submits a Nominee game in the Contest (following named Nominee) will receive:

1. Two (2) Festival passes to the Festival;
2. Coverage in press release;
3. Coverage on website and in A MAZE. Magazine
4. Profile in the Festival official exhibition;
5. License to use a version of the official Contest name and logo in promotional materials relating to the Nominee game.

#### **§ 9 Final Voting**

(1) The international Jury will select one (1) game from the five (5) Nominee Games in each category according to §2.

(2) The Nominee game of each category according to §2 wins in one of the five A MAZE. Awards 2017 categories (following named Winning Game).

## **§ 10 Winner Prizes**

(1) The Nominees who submit the Winning Games in the Contest (following named Winner) will receive the prizes indicated below:

The A MAZE. Award 2017 for

- The Most Amazing Game Award (3000, - €)
- Human-Human-Machine Award (1000, - €)
- Long Feature Award (1000, - €)
- Digital Moment Award (1000, - €)
- Collider Award (1000.- €)

(2) In addition to the monetary prizes, the Winner will receive an award trophy and a license to use a version of the official Contest name and winner logo in promotional materials relating to the Winning Game.

(3) All monetary amounts in these Conditions of Participation are indicated in Euros and all monetary prizes will be awarded in the form of money orders in Euros. Organizer reserves the right to substitute any non-monetary prizes with items of equal or greater value.

(4) The Winners will be announced on-site during the festival at the Award ceremony on April 29, 2017.

(5) The name of the Winners of each category will be published on the Contest website, one (1) day after the award ceremony.

## **§ 11 Liability**

(1) Organizer, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, agents, and employees are not liable for any damages suffered by participants at the Contest, except for those caused by malice or gross negligence. Liability for injury to life, limb and health remains unaffected, if the damage was reasonably predictable.

(2) Organizer, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, agents, and employees are not liable for any damages that occurs due a justified Dismissing or Disqualification of a Participant.

(3) It is possible that some or all Finalist may be offered gifts from Conference Organizers or other third parties. Organizer makes no representation or warranty that any such gifts will be offered or received, does not endorse any such gifts, and is no way responsible for any such gifts.

(4) All Winners will be solely responsible for bearing any income or other taxes, fees, or other costs relating to any prize.

## **§ 12 Intellectual Property**

(1) All intellectual property rights of the Participant at the submitted game in and to the Competition Entries will remain vested with the Participant. URL and physical Copies of the submitted Games will be deleted or destroyed after the Contest. Upon request of a Participant, Organizer will send the physical Copies back at the Participant's sole expense.

(2) The Participant hereby grants Organizer and its sponsors the non-exclusive right and license to use, reproduce, distribute, make available, publicly perform, and publicly display the Nominated and the Winning Competition Entry and any associated information in connection with the advertising and promotion of the Organizer's and its sponsors products and platforms.

(3) The Finalists consents to the use of the Finalist's name, photograph and likeness (if an individual), logo (if any), state of residence, and Finalist Game for advertising, promotion, marketing, and administration of the Contest and Conference without additional compensation. Each Finalist further agrees that Organizer may use any and all information collected through the Contest, including the Participant's name and contact information, for marketing or other purposes related to the Contest, to the extent permitted by law.

## **§ 13 Participant Warranties**

Each individual submitting entry materials (including a submitted Game) represents and warrants to Organizer that:

1. such individual either is the Participant (if the Participant is an individual) or is a fully authorized representative of the Participant (if the Participant is a business entity);
2. the Participant and the submitted Game fully comply with all eligibility requirements and all other provisions of these Conditions of Participation;
3. in preparing the submitted Game and entering and participating in the Contest and the Conference, the Participant has complied and will comply in all respects with all applicable laws, regulations, and rules and has not violated nor will violate any agreement or understanding by which it is bound, including any confidentiality, employment, consulting, intellectual property assignment, or license agreement;
4. the submitted Game consists entirely of Participant's own original work or of work to which Participant has all necessary rights; and
5. neither the submitted Game nor the duplication, use, display, performance, or distribution of the submitted Game will infringe or misappropriate any intellectual property or other proprietary rights of any person or entity.

#### **§ 14 Cancellation**

Organizer reserves the right to cancel, terminate, modify, or suspend the Contest in its sole and absolute discretion if the Contest becomes technically corrupted or is not capable of being run as planned, including infections by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Organizer that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest. In such event, Organizer will post notice at the Conference and on the Contest Website and will implement an alternate means for awarding all prizes.

#### **§ 15 Severability Clause**

If any Terms & Conditions of these Conditions of Participation are invalid, illegal, or otherwise unenforceable, the contract shall remain valid except the invalid part of these Conditions of Participation. Insofar as the Terms & Conditions are not part of the Conditions of Participation or become ineffective, the Conditions of Participation shall depend on statutory law. The Contest will be governed by, and these Conditions of Participation will be interpreted by, and enforced in accordance with, the laws of the federal republic of Germany.