

# **2019 Marketplace Takeover #ue4jam OFFICIAL RULES**

## **THE CONTEST:**

Make a playable product (“Submission”) in Unreal Engine 4 based on the theme “THEME”.

Winners will be selected and awarded according to the Judging and Prizes sections below.

By participating, Contestants agree to be bound by these Official Rules and the decisions of the judges and/or Sponsor, which are binding and final on matters relating to this Contest.

## **HOW TO ENTER:**

Online Submissions only. Submit at <https://itch.io/jam/2019-spring-ue4jam-marketplace-takeover>.

Package your project for the Windows, Mac OS X, iOS or Android platform and zip up all necessary files for submission.

In your Submission, please include the full name and email address of each Contestant on your team and indicate if the work is 100% original or if assets were sourced from an online marketplace. All contact information provided must be current, accurate, and valid.

## **CONTEST PERIOD:**

The Contest Period begins on May 2nd, 2019 at 2:00 PM Eastern Standard Time (“EST”), and ends on May 7th, 2019 at 11:59 PM EST (the “Contest Period”).

All entries must be submitted during the Contest Period.

## **ELIGIBILITY:**

The Contest is open to participants 16 or older who are UE4 Licensees throughout the Contest Period (“Contestants”).

The Contest is open to participants worldwide, but is void wherever restricted or prohibited by law.

The Contest is sponsored by Epic Games, Inc., located at 620 Crossroads Blvd, Cary, NC 27518 (“Sponsor”). Employees, officers, directors, agents, representatives of Sponsor, the legal, promotion and advertising agencies of any aforementioned entity, and their immediate family members (defined as spouse, mother, father, sisters, brothers, sons, daughters, uncles, aunts, nephews, nieces, grandparents and in-laws, regardless of where they live) and those living in their household (whether or not related), and each person or entity connected with the production or administration of the Contest, and each parent company, affiliate, subsidiary, agent and representative of any aforementioned entity are not eligible.

## **SUBMISSION GUIDELINES:**

One (1) Submission per team (1 to 5 Contestants per team).

Submission must be packaged for Windows and playable on Windows 7, 8 or 10 or MAC OS X or Android or iOS.

Submission should not require any additional software to run.

Submission must not be an obvious extension of one of Epic Games' official Unreal Engine tutorials.

Submission must include custom gameplay that exceeds that found in Epic Games' starter templates.

Submission must demonstrate use of the theme “**THEME**” in an obvious way. Submission may include sourced (non-original) assets, provided that (i) all sourced (non-original) assets must be noted, and (ii) unless such sourced (non-original) assets are from the Unreal Engine Marketplace (“Marketplace Sourced Assets”), such assets will not be reviewed or scored.

Submission must not include assets created prior to the Contest Period (outside of noted sourced assets).

All art assets in Submission must have a material other than the default applied to it.

Submission may not include personal attacks on anyone or any discernible product, including competitor products.

Submission may not depict nudity, animal cruelty, or illegal activity or substance, or offensive or obscene subject matter as determined in Sponsor's sole discretion.

Submission shall not portray Epic Games, Inc. in a negative light.

Submissions must be appropriate for a broad audience since the winning Submission may be broadcast on the internet.

Submissions should not feature any trademarks (including logos).

Submissions must be original works of authorship, created by the person who submits the entry. Contestants may not copy or otherwise plagiarize the Submission from any source, nor may the Submission include third-party copyrighted material or artwork, without the copyright holder's permission. By entering, you warrant that your Submission does not infringe any third party's rights, and that you have obtained any necessary permissions from all relevant

third parties to submit the Submission. Any images used in the Submission must be an original work of authorship under U.S. Copyright Law.

While non-English entries are not excluded, it is suggested that they be accessible in English format as all entries will be evaluated by English-speaking judges.

You hereby agree to indemnify Sponsor against any and all claims from any third party for any use by Sponsor of the Submission.

Although Sponsor is not reviewing Submissions for copyright violations, if, in the sole discretion of Sponsor, it is believed your Submission constitutes or may constitute copyright infringement, the Submission will be disqualified.

Sponsor reserves the right to exclude any Submission that it believes, in its sole discretion, doesn't meet this criteria, and to delete any such Submission from any and all location(s) under Sponsor's control.

## **JUDGING:**

All entries will be prescreened to ensure the entries have correctly met the Submission Guidelines and meet with Sponsor's general standards and practices prior to any judging ("Qualified Submissions").

Grand Prize Judging: Qualified Submissions will be reviewed and scored by a panel of qualified judges, according to the following criteria:

- Up to 5 points for Unique Use of Theme
- Up to 5 points for Fun Factor
- Up to 5 points for Composition

Sourced (non-original) assets that aren't Marketplace Sourced Assets will not be reviewed and scored.

The highest scoring Qualified Submission in each Grand Prize criteria category will be deemed the potential Grand Prize winners ("Grand Prize Winners").

In case of a tie for the Grand Prizes, the tying Submissions will be scored with the judging criteria for all three categories with the highest scoring Submission as the chosen winner.

Special Prize Judging: Qualified Submissions will be reviewed and scored by a panel of qualified judges, according to the following criteria:

- "Ingenious" for the game with the most innovative use of a Marketplace product.
- "Not an Asset Flip" for the game with the best original asset(s) that fit with the

marketplace content.

- “Streamlined” for the best game that comes in under 100mb.

The highest scoring Qualified Submission in each Special Prize criteria category will be deemed the potential Special Prize winners (together with the Grand Prize Winners, the “Selected Contestants”).

Each potential Selected Contestant will be notified at the email address provided with such potential Selected Contestant’s Submission on or about 06/13/19. Upon formal notification from Sponsor, a potential Selected Contestant shall have seventy-two (72) hours from the date such notice was emailed to respond. Such response from a potential Selected Contestant must be delivered to the email address from which Sponsor’s notification was sent or, at Sponsor’s sole option, another email address specified in the notification. The date of receipt by Sponsor shall be decisive for a potential Selected Contestant’s compliance with the deadlines set forth in this section. The failure by any such Contestant to timely respond to any notification may result in such Contestant’s disqualification as a potential Selected Contestant, in which case such Contestant shall not be entitled to win any prizes in connection with the Contest. In such cases, Sponsor may select the next highest scoring entry from among the remaining Qualified Submissions as an alternate potential Selected Contestant. Potential Selected Contestants may be sent a declaration of eligibility / liability / publicity release (“Release”). Unless restricted by law, potential Selected Contestants will be required to complete and return the Release within seventy-two (72) hours of the date Release is sent. An alternate potential Selected Contestant may be selected from among the next highest scoring remaining Qualified Submissions if a potential Selected Contestant: (i) cannot be reached; (ii) fails to obtain all signatures on the Release, if any, and to return the documents in a timely manner as required pursuant to these Official Rules; or (iii) cannot or will not accept or receive the prize for any reason.

A potential Selected Contestant will only be deemed a Grand Prize Winner or Special Prize Winner, as applicable, once the verification process has been completed by Sponsor pursuant to these Official Rules.

## **PRIZES:**

### Three (3) Grand Prizes:

If eligible under these Official Rules, each contestant or team member shall receive the following prizes: Unreal Engine promotional materials and an Unreal Engine Game Jam t-shirt, a 480GB Intel® Optane™ SSD 905P from Intel Software, a 1-year Houdini Indie license from SideFX, a 1-year membership to the IGDA, a 6 month 8K Freelancer subscription to Quixel Megascans, a G501 gaming mouse and a G512

mechanical keyboard from Logitech, \$100 in credit to the Unreal Engine Marketplace, all packs currently available from Dragon Motion, any four packs from GameTextures.com, Brushify - Forest Pack and Brushify - Canyons Pack from JoeGarth, Ground Mix Vol.39 - Hand Painted Textures, Mix Vol.41 - Hand Painted Textures, Mix Vol.44 - Hand Painted Textures, and Ground Mix Vol.23 - Hand Painted Textures from LowlyPoly, REXARD - SpellBook. Page 01, REXARD - Potion Icons, POLYGON - Battle Royale, POLYGON - Nature, POLYGON - City, POLYGON - Western, POLYGON - Vikings, POLYGON - Samurai, POLYGON - Fantasy Rivals, POLYGON - Prototype, and POLYGON - War from Synty.

Approximate Retail Value ("ARV") \$2192.00.

### Three (3) Special Prizes:

If eligible under these Official Rules, each contestant or team member shall receive the following prizes: Unreal Engine promotional materials and an Unreal Engine Game Jam t-shirt, a 1-year Houdini Indie license from SideFX, a 6 month 8K Freelancer subscription to Quixel Megascans, a 1-year membership to the IGDA, all packs currently available from Dragon Motion, any two packs from GameTextures.com, Brushify - Grasslands Pack and Brushify - Mountains Pack from JoeGarth, any three packs from LowlyPoly, Wooden UI and Flat Weapon Icons from REXARD, and POLYGON - City, POLYGON - Western, POLYGON - Vikings, POLYGON - Samurai, and POLYGON - Prototype from Synty. Approximate Retail Value ("ARV") \$1338.00.

### **LICENSE:**

As a condition of entry, Contestants hereby provide a non-exclusive, irrevocable, perpetual, worldwide license to Sponsor to use the Submission in any and all media throughout the world for the purpose of promoting the Contest and future versions of the Contest and Sponsor's Unreal Engine marketing, but for no other purpose, without any additional compensation, the term of which shall be the entire life of the copyright. Should any Contestant be unwilling or otherwise unable to enter into this license, or provide permissions and or releases, or otherwise cannot accept or receive the prize for any reason, Contestant with the next highest score will be chosen from the remaining entries until one who is able to meet all requirements can be selected. Potential prize winner must provide Sponsor with all signatures on required paperwork and return all documents in a timely manner as required pursuant to these Official Rules in order to be eligible to receive the prize. Contestants may not sell, assign or transfer any of their rights in their Submissions under these Official Rules.

CONTESTANTS WILL NOT BE SPECIFICALLY PAID FOR THEIR SUBMISSIONS OR FOR GRANTING SPONSOR ANY OF THESE RIGHTS.

While Sponsor will seek to post the Submission in the form as provided at the time of entry, all Contestants agree that due to technical limitations, Submissions may be altered from their original form and that Sponsor reserves the right to modify the Submission in its sole discretion, including adding its logo or other trademarks. Sponsor may post Submissions in any order or sequence, with or without commentary, and may select an image to serve as a thumbnail in its sole discretion.

## **CONDITIONS:**

Contest is subject to these Official Rules. By participating, Contestants agree: (i) to be bound by these complete Official Rules and the decisions of Sponsor which shall be final and binding; and (ii) to waive any right to claim ambiguity in the Contest or these Official Rules, except where prohibited by law. By accepting a prize, Selected Contestant agrees to release Sponsor from any and all liability, loss or damage arising from or in connection with awarding, receipt and/or use or misuse of prize or participation in any prize-related activities. Sponsor shall not be liable for: (i) telephone system, telephone, or computer hardware, software, or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (ii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iii) any injuries, losses or damages of any kind, including death caused by the prize or resulting from acceptance, possession, or use of a prize, or from participation in the Contest; or (iv) any printing, typographical, administrative, or technological errors in any materials associated with the Contest. Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Contest. Sponsor reserves the right to cancel or suspend the Contest, in its sole discretion, should it receive fewer than 40 entries or receive no entries that have a judged score above 10 points, or due to circumstances beyond its control, including natural disasters.

Submissions will not be returned and may be destroyed, but are still subject to the license contained herein by Sponsor. Sponsor may prohibit a Contestant from participating in the Contest or winning a prize if, in its sole discretion, it determines such Contestant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair playing practices intending to annoy, abuse, threaten, undermine, or harass any other players or Sponsor representatives. The internal laws of the State of North Carolina will govern disputes regarding these Official Rules and/or this Contest.

Sponsor is not responsible and shall not be held liable, and your entry may be disqualified and may not be considered for any Prize, should your Submission be removed from any third-party photo hosting site for any reason (including without limitation DMCA take-down).

Sponsor reserves the right, in its sole discretion, to cancel, modify, or suspend the Contest should a virus, bug, computer problem, unauthorized intervention, or other causes beyond Sponsor's

control, corrupt the administration, security or proper play of the Contest. Use of automated entry devices or programs is prohibited. Any attempts to access the site, enter the Contest or via a bot script, device, or brute-force attack will result in disqualification, including that IP address becoming ineligible for the entire Contest.

Caution: any attempt to deliberately damage or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws and will result in disqualification from participation in the Contest. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including attorneys' fees) to the fullest extent of the law, including criminal prosecution.

Sponsor reserves the right to disqualify any Contestant it finds to be tampering with the entry process or the operation of the Contest or violating these Official Rules. Submissions will not be returned. Sponsor is not responsible for incomplete, late, lost, delayed, damaged, misdirected, incomplete, void, corrupted, garbled, illegible, or unintelligible submissions and those Submissions are void and will not be accepted; nor is Sponsor responsible for any problems, bugs, or malfunctions Contestants may encounter when seeking to enter their Submissions. This Contest is subject to all applicable federal, state and local laws.

#### **PUBLICITY:**

Sponsor reserves the right to use the name, likeness, and/or hometown name of any Contestant, for publicity purposes prior to, during, or after the Contest end date, in any media, throughout the world, in perpetuity, but only in connection with publicizing the Contest, without any compensation or prior review unless specifically prohibited by law.

At any time before, during or after the Contest Period, Sponsor may, in its discretion, choose to post or distribute one or more Submissions, the creator's name and profile information online (including Facebook pages, Twitter feeds, YouTube channels, and third-party websites) for promotional and entertainment purposes only. Posting of this/these Submission(s) will not mean that said Submissions are eligible to win or are a Selected Contestant. Contestants understand that users of these sites may share, comment on (including negatively), and re-post their Submissions. Any requests by Contestants to have a Submission removed from consideration will be accommodated to the extent practically possible. Sponsor is not responsible for third party reposting of Submissions.

#### **WAIVER OF JURY TRIAL:**

Except as prohibited by applicable law and as a condition of participating in this Contest, each Contestant hereby irrevocably and perpetually waives any right s/he may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this contest, any document or agreement entered into in connection herewith, any prize available in connection herewith, and any of the transactions contemplated hereby or thereby.

**PRIVACY:**

The information Entrants provide will only be used for administering this Contest and for marketing purposes in accordance with Sponsor's privacy policy, located at <https://www.epicgames.com/site/en-US/privacypolicy>.

**OFFICIAL RULES and WINNERS LIST:**

The winners list can be obtained through the mail by sending the request and a self-addressed, stamped envelope to: 2019 Marketplace Takeover #ue4jam -- Winners List, Epic Games, 620 Crossroads Blvd, Cary, NC 27518. Requests must be received no more than 90 days after the end of Contest.

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