**9.4 Exercises**

**1.** The process and requirements of publishing a game goes well beyond simply making the game; you have to let people know it exists. It is a simple rule of the world of marketing; products don’t sell if people are unaware of their existence. Sure, the more people that know about your game, the more likely you are to be successful, but it is wise to only focus on a specific target audience. Trying to make your game too big will result in a significantly longer development timeframe, and less chance of breaking even.

When you have your target audience ready and your game is a finished or near-finished product, it is time to get it out into the world. However, it is important to know the scope and cost of your planned marketing campaign, because it can be very expensive to market and publish a product yourself. Keep track of all your costs and what strategies are and aren’t working. Strategies that generate enough revenue and attention are worth continuing, but strategies that don’t might be best scrapped.

That said, if you want to get as much attention as possible, make your product visible to as much people as you possibly can. Open accounts on all the major social media platforms, create aggressive promoted marketing campaigns and flashy ads (if you want your following to grow more quickly, and are willing to pay for it, then promoted account campaigns are among your best bets), and send in your game with gameplay footage to as many reviewers as possible.

**2. a)** For the file CopyrightAssignment.pdf, the rights of the entertainment software product “Tour of Duty” are being transferred to Activision from a developer: Spark Entertainment, Inc.

**b)** Activision has made an agreement with Spark Entertainment to publish a game called “Tour of Duty,” which they have developed. Spark Entertainment will be the sole developer and responsible for the entire development process of the game, and all other future development work. However, Activision, the publisher, distributor, and customer assistance provider, will own all of the Intellectual Property and all of the concept work that was created while the game was being developed, unless notwithstanding, as outlined in section 3.4 of the Development Contract. They will also have the right to make sequels. The developer will also receive royalties.

The entire development team would need to be aware of their full responsibility as the development team of this game to deliver a fully completed video game ready for publication, complete with all of the necessary documentation and concept work, and any possible cancellation of the contract. They should also be aware of the aid that Activision is providing their studio.

**c)** The purpose of NDA.pdf, an agreement governed by the State of Texas, is to ensure that the publisher protects the Confidential Information that the developer whose game they are publishing has entrusted them with. It is only to be used to help the publisher negotiate a publishing deal with the developer. The publisher cannot reveal the Confidential Information. They are free to develop and market similar products to the game they are publishing, as long as there is no copyright infringement in doing so. The agreement also expires in one year, or upon 30 days written notice from either party to the other. There is also to be no amendment to the agreement without signed approval from all parties.

The purpose of NDA2.pdf, governed by the Commonwealth of Virginia, is to restrict the power that the Disclosee has once they have been granted a pre-release version of Infinite Ventures’ game Lands of Shadowgate. Under this agreement, IV is willing to divulge certain Proprietary Information, such that the Disclosee goes to the best of its efforts to keep the Information confidential, returns any material and Information to IV upon request, does not assign the Agreement without IV’s written consent, and no modifications to this Agreement are made without written approval from both parties. The Disclosee also cannot share the information with anyone other than their employees or use it for purposes not covered by the Agreement except under the circumstances outlined in Section 2.