



## **Conditions of Participation**

### **A MAZE. Award 2015**

Berlin, October 2014

Terms about the regulations for the "A MAZE. Award"  
Valid for the A MAZE. Award 2015

All Participants of the A MAZE. Award (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. Award (following named Contest) is being organized by A MAZE. GmbH (following named Organizer) to be held during the A MAZE./ Berlin Festival April 22<sup>th</sup> - April 25<sup>th</sup>, 2015 in Berlin, Germany (following named Conference).

### **§ 2 Contest**

(1) The A MAZE. Awards choose the best games in four categories "THE MOST AMAZING GAME", "HUMAN-HUMAN MACHINE AWARD", "WTF AWARD" and "OTHER DIMENSIONS 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 independent games developed on PC, MAC, console or mobile and handheld platforms (iPhone/iPod Touch/iPad, PSP, Vita, DS, cell phone, Android, PDA). Also other platforms, playful installations or physical games, which include technology e.g. in form of wearable interfaces will get accepted. 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 by an independent production company without any financial support by a video game publisher.
- (2) An independent production company is a production company which does not have majority control by a video game publisher, either in shareholding or commercial terms.
- (3) Foundations, Institutes, Universities, Associations and other legal bodies acting in the public interest cannot participate.
- (4) The creative director and a panel reserve the right to narrow down the choices for the jury.
- (5) The pre jury reserves the right to refuse any game at its sole discretion.
- (6) Nominated games, which are submitted, will be shown on-site to the public and press.

### § 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 at February 15<sup>th</sup> 2015. 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 1:00am on November 1<sup>st</sup> 2014 and 1:00am on February 15<sup>th</sup>, 2015 (following named Entry Deadline):
  1. A properly completed official entry form, located on the Contest application page Organizer's website, <http://www.amaze-berlin.de> (following named Contest Website).
  2. The fulfilled statutory declaration to guarantee the following requirements:
    - a) **Independently Created:** The Nominating Committee must be confident that the submitted game was created by an independent production, 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.

1. A digital copy of the game being submitted by uploading the title to a Website, posting an URL with a playable web game. At least one (1) level of each submitted Game must be complete and fully playable.

2. A **55 €** non-refundable submission fee. **(Note: The submission fee doesn't include festival tickets. FINALISTS ONLY** will get 2 VIP Passes to the festival for free.) – **Two early birds: starts with 35€ to 45€ ends January 15, 2015.**

3. Updates of Submitted games are only permitted until the Entry deadline.

4. Submitted games may run on any platform (PC, MAC, console, mobile/handheld, etc.). Any Participant submitting a Submitted game that requires special hardware (e.g., uncommon PDAs or older consoles) may be contacted by Organizer to obtain the hardware at the Participant's sole expense.

(1) If the Participant is not able to run his submitted Game on a Server, he may contact the Organizer on the Contest Website to send 6 (six) physical copies (e.g. DVDs) or the newest build of the Submitted game.

## **§ 7 Nomination**

(1) Each member of the Pre-jury (community) will have the option to nominate each Submitted Game.

(2) The 20 (twenty) games with the highest nominations from all members of the Pre-jury in the Contest will qualify for the last Voting (following named Finalist Game).

## **§ 8 Finalist Prices**

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

1. Two (2) VIP Passes to the Festival;
2. Coverage in a Sponsor-issued press release;
3. Profile in the Festival official exhibition;
4. License to use a version of the official Contest name and Finalist logo in promotional materials relating to the Finalist Game.

## **§ 9 Final Voting**

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

(2) The Finalist game with the most votes in the Contest of each category according to §2 wins in one of the four A MAZE. Awards 2015 categories (following named Winning Game).

## **§ 10 Winner Prizes**

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

The A MAZE. Award 2015 for

- The Most Amazing Game (3000, - €)
- Human-Human-Machine Award (1000, - €)
- WTF Award (1000, - €)
- Other Dimensions 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.

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

## **§ 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) Each Finalist and the Winner 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 Conference. 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.