

#KIWIGAMESTARTER 2014 - TERMS AND CONDITIONS



NEW ZEALAND
GAME DEVELOPERS
ASSOCIATION

These terms and conditions (**Terms and Conditions**) govern the #KiwiGameStarter 2014 competition (**Competition**). The Competition is being run by the New Zealand Game Developers Association Incorporated (**NZGDA**). The purpose of the Competition is to promote game development in New Zealand by encouraging eligible NZGDA members (**Entrants**) to submit a game demo (an **Entry**) from which a winner will be chosen and awarded the prize package as set out below. By participating, all Entrants agree to be bound by these Terms and Conditions and by the decisions of judges which are final and binding on all matters relating to the Competition.

1. Purpose

- 1.1. #KiwiGameStarter 2014 is a business start-up competition for New Zealand-based game development teams. Its purpose is to support the commercial success of one high-potential team or project.

2. Prize Package

- 2.1. The Winner of the Competition will be awarded the following prize package (**Award**) by the relevant sponsor (**Sponsor**):
 - \$10,000 cash, made up of:
 - \$5,000 payable to the Winner by 3 October 2014; and
 - \$5,000 payable upon the NZGDA being reasonably satisfied that the Winner has achieved the development milestone specified in their Proposal and upon providing a copy of the developed Game software to NZGDA; and
 - One one-year license for Autodesk Maya LT; and
 - One commercial suite license for Unity 3D, including Unity Pro 5.0 and all available add-ons including iOS Pro, Android Pro, Windows Phone 8 Pro, Windows Store Apps Pro, Blackberry 10 Pro and Team License; and
 - public relations and marketing strategy advice from Pursuit Public Relations to the value of \$2,000 plus GST; and
 - assistance by Hudson Gavin Martin (specialist Technology and IP lawyers) with the drafting of a licence agreement for the winning Entry to license the Winner's Game to end users (worth \$2,000 plus GST) and additional legal advice from Hudson Gavin Martin in relation to the Game up to the value of \$2,000 plus GST (excluding third party fees or other disbursements, which will (if any) be payable by the Winner), provided that such advice is in an area in which Hudson Gavin Martin ordinarily advises; and
 - introductions from the NZGDA to experienced game development professionals in New Zealand (**Mentors**) who have expertise in a domain or genre relevant to the Winner's Entry. The specifics of these introductions will be decided by the NZGDA dependent on the nature of Winning Entry. The Entrant acknowledges and agrees that the Mentors' advice will be informal and provided in good faith and no liability will be incurred by either the relevant Mentor, the NZGDA or any of the Sponsors arising out of or in connection with the Entrant's reliance (or otherwise) on the relevant Mentor's advice.

3. Eligibility

3.1. Each Entrant must be:

- 3.1.1. an individual, or a group of no more than five individuals, each living in New Zealand and at least 18 years of age or older, and at least one must be an individual member of the NZGDA; or
- 3.1.2. a business entity, incorporated in New Zealand with no more than the equivalent of ten full-time employees (including contractors), and in the 2013 financial year have a reported revenue of less than NZD\$100,000, and be a studio member of the NZGDA.

4. How to Enter

4.1. Entries must be emailed to info@nzgda.com before 5 PM on Friday 5 September (**Entry Deadline**). NZGDA will acknowledge receipt of the Entry via an email reply.

4.2. The Entry email must:

- 4.2.1. include download and installation instructions to a playable demo or prototype (**Prototype**) of a game (**Game**) developed for use on computer, console and/or mobile device platforms generally available to the public at the time of the Entry;
- 4.2.2. include a maximum four page (A4) proposal (**Proposal**), setting out:
 - the name and a brief description of the Game;
 - any points of difference or unique selling points of the Game;
 - an overview of key content and likely scope of Game assets;
 - any concept art;
 - a description of the market and target audience for the Game, possibly including evidence of the market size and competitors;
 - how the Game will be distributed and promoted;
 - the name of the developer(s) and team members involved in the development of the Game;
 - what resources the Entrant has or needs to continue the development of the Game;
 - the next significant development milestone for the Game. \$5,000 of the Award will be provided to the Entrant on the condition that the Entrant meets this milestone;
 - other information the Entrant considers relevant;
- 4.2.3. not include a Prototype that is available for sale at the time of submission. However, it is able to have been provided as a reward as part of a crowd-funding or charitable campaign;
- 4.2.4. not contain any audio content, visual content, software code or any other material that breaches copyright or other intellectual property rights;
- 4.2.5. not contain any viruses or malicious content.

4.3. By entering the Competition, the Entrant warrants that all eligibility requirements are met.

4.4. Each Entrant may only submit one Entry for the Competition.

4.5. An Entrant may withdraw its Entry at any time on or before the Entry Deadline by emailing info@nzgda.com and advising that it wishes to withdraw its Entry effective immediately.

5. Shortlisting of Finalists

- 5.1. A sub-committee of the NZGDA committee will play each Prototype and review all Entries and select three Finalists (**Finalists**) in its sole discretion based on the following criteria:
 - 5.1.1. appeal of the concept;
 - 5.1.2. commercial potential;
 - 5.1.3. point of difference, originality or any other market advantage;
 - 5.1.4. visual design and graphic style;
 - 5.1.5. business strategy as outlined in the Proposal;
 - 5.1.6. sub-committee member's experience of the gameplay of the Prototype.
- 5.2. The NZGDA acknowledges that Prototypes may be either early-stage or late-stage and do not represent the complete product as described in the Proposal, and will take this into considering when judging.
- 5.3. All decisions of the sub-committee are made at the sub-committee's sole discretion and are final and binding on all matters pertaining to the shortlisting of Finalists.
- 5.4. Finalists will be notified via email before Friday 15 September.
- 5.5. If reasonable efforts are made to contact a Finalist by 15 September using the details provided in the Entry, and these efforts are unsuccessful, the NZGDA may disqualify the Finalist and select an alternate Finalist.

6. Selection of the Winner

- 6.1. Each Finalist will present to a panel of judges appointed by the NZGDA (**Judges**). These presentations will:
 - 6.1.1. Be held at AUT University, Auckland on Thursday 18 and Friday 19 September 2014;
 - 6.1.2. Require Entrants to present their Entry in front of the Judges for up to seven minutes. Presentation slides but no video footage may be used;
 - 6.1.3. Require Entrants to answer questions from the Judges for up to seven minutes;
 - 6.1.4. Not be open to the public, but may be attended by NZGDA committee members and organisers as well as the Judges.
- 6.2. The Judges will play each Finalists' Prototype, review each Finalists' Entry, listen to each Finalist's presentation, and select a winner (**Winner**) in its sole discretion based on the following criteria:
 - 6.2.1. appeal of the concept;
 - 6.2.2. commercial potential;
 - 6.2.3. point of difference, originality or any other market advantage;
 - 6.2.4. visual design and graphic style;
 - 6.2.5. business strategy as outlined in the Proposal;
 - 6.2.6. the Judges' experience of the gameplay of the Prototype;
 - 6.2.7. the responses to the Judges' questions during the Presentation.
- 6.3. The Winner will be contacted by a NZGDA representative no later than 19 September 2014 (**Notification Date**).
- 6.4. All decisions of the Judges are made at the Judges' sole discretion and are final and binding on all matters pertaining to the Competition.

- 6.5. If reasonable efforts are made to contact the Winner by the Notification Date using the details provided in the Entry, and these efforts are unsuccessful, the NZGDA may disqualify the Winner and select an alternate Winner.

7. Award Terms

- 7.1. Where the components of the Award are in the nature of services, those services must be redeemed or used within 12 months of the Notification Date. All other components of the Award will be provided to the Winner within 30 days of the Notification Date, except for the second \$5,000 instalment of the cash award which will be provided upon the NZGDA being reasonably satisfied that the Winner has achieved the relevant development milestone.
- 7.2. The NZGDA reserves the right to award a substitute Award or a portion of the Award.
- 7.3. Arrangements for the redemption of the Award will be made between the Winner and the Sponsor of the Award (contact details of the Sponsor will be provided to the Winner by the NZGDA).
- 7.4. The Winner will bear the responsibility for any taxes, fees (including third party fees and disbursements) or other costs associated with the Award.
- 7.5. No cash equivalent will be given as a substitute for the Award.
- 7.6. Any violation of these Terms and Conditions by the Winner will result in the Winner's disqualification, and an alternate Winner may be selected.

8. Intellectual Property Rights and Publicity

- 8.1. The NZGDA does not claim ownership in the intellectual property rights of the sample code, proposals, videos, articles or any other content submitted as part of an Entry.
- 8.2. Each Entrant warrants that no part of its Entry infringes the intellectual property rights of any third party, and will indemnify the NZGDA, Sponsors and Mentors against any loss or damage suffered by them arising out of or in connection with a breach by the Entrant of this clause.
- 8.3. By submitting an Entry, each Entrant grants the NZGDA, Sponsors and Mentors the rights to (without requiring the Entrant's permission or the requirement to pay the Entrant any compensation):
- 8.3.1. publicise the Entrant's involvement in the Competition and the nature of the Entry in or for any promotional communications, advertising or other purposes including, but not limited to, media releases, media interviews, websites and social media sites (together **Promotional Communications**);
 - 8.3.2. use, copy, modify, and publish (excluding any information of a personal nature other than to identify the Entrants, Finalists and/or Winner) any part of the Entry (including video footage, screenshots or any other samples from the Prototype or other parts of the Entry) in any Promotional Communications;
 - 8.3.3. record, photograph, videotape, and use the likeness and images of, each Entrant. This material will be owned by the NZGDA and may be used for Promotional Communications.

9. Liability

- 9.1. If for any reason any aspect of the Competition is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the NZGDA which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition, the NZGDA may in its sole discretion cancel, terminate, modify or suspend the Competition, or invalidate any affected Entries.
- 9.2. NZGDA may at any time, modify, alter or cancel the Competition or any aspect of the Competition without prior notice. Any notification of such modifications will be posted on the NZGDA website (www.nzgda.com).

- 9.3. Except for any liability that cannot be excluded by law, the NZGDA, Sponsors and Mentors (including their officers, employees and agents) exclude all liability for any form of loss or damage, whether direct, indirect, special or consequential, arising out of or in connection with the Competition or the provision of the Award, including in respect of:
 - 9.3.1.any technical difficulties or equipment malfunction (whether or not under the NZGDA's control);
 - 9.3.2.any theft, unauthorised access or third party interference;
 - 9.3.3.any Entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the NZGDA) due to any reason beyond the reasonable control of the NZGDA;
or
 - 9.3.4.use of any Award or the outcomes from the use of any Award.
- 9.4. Each Entrant agrees that its participation in the Competition and acceptance of any Award is not in violation of any applicable laws, regulations or policies of NZ or of a NZ government agency.
- 9.5. Entrants may direct any questions, comments or complaints regarding the Competition to the NZGDA. Any questions can be directed to info@nzgda.com