

2017 Google Play Infinite Deviation: Games Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. VALID IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA.

ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO BE LEGALLY BOUND BY THESE OFFICIAL RULES.

SUMMARY: The Google Play Infinite Deviation: Games (the “Contest”) is a skill contest where entrants must submit a game to be launched in 2018, is not developed by a public company, has a playable demo APK and entrant is based in US. Games that meet these requirements will be selected based on: quality and composition of the development team, aptitude, creativity, originality, consideration of mobile platform, audience inclusivity, scope, and tools/technical capabilities (“Game”). All Game entries will be evaluated by a panel of gaming experts, who will choose three finalists to participate in a development and mentorship program. The prize(s) will be awarded to those submissions that are evaluated as having the highest score in the judging criteria. See below for the complete details.

1. BINDING AGREEMENT: In order to enter the Contest, you must agree to be legally bound by these Official Rules (“Rules”). Please read these Rules prior to entry to ensure you understand and agree. You agree that submission of a Game in the Contest constitutes your acceptance of and agreement to be legally bound by these Rules. You may not submit an entry to the Contest and are not eligible to receive the prizes described in these Rules unless and until you agree to be legally bound by these Rules. These Rules form a binding legal agreement between you and Google with respect to the Contest.

2. ELIGIBILITY: To be eligible to enter the Contest, you must be: (1) a legal resident of and physically located in the 50 United States or the District of Columbia; (2) above the age of majority in the state, province, or jurisdiction where you reside at the time of entry; and (3) have access to the Internet as of September 1, 2017. You may not currently be working for a company in the field of game development. You also must submit the Game as an individual not on behalf of a company or any employer. Contest is void in Puerto Rico, U.S. territories and possessions, outside of the U.S., and where prohibited by law. Employees, representatives, agents, interns, contractors, and official office-holders of Google, and its parent companies, subsidiaries, affiliates, advertising and promotion agencies, and their respective directors, officers, employees, representatives, and agents (“Contest Entities”), and members of the Contest Entities’ and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, representatives, agents, interns, contractors, and official office-holders are ineligible to participate in this Contest. Sponsor reserves the right to verify eligibility and to adjudicate on any dispute at any time.

3. SPONSOR: The Contest is sponsored by Google Inc. (“Google” or “Sponsor”), a Delaware corporation with principal place of business at 1600 Amphitheater Parkway, Mountain View, CA, 94043, USA.

4. CONTEST PERIOD: The Contest begins at 09:00:00 A.M. Pacific Time Zone in the United States (“PT”) on September 11, 2017 and ends at 11:59:59 P.M. PT on October 9, 2017 (“Contest Period”).

5. HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN. To enter the Contest, visit the Contest website located at infinite-deviation.com ("Contest Site") during the Contest Period and follow the instructions to register for the Contest and submit a Game. To be eligible, your Game must (i) be submitted during the Contest Period, and (ii) be in accordance with these Rules, including but not limited to the specific "Game Requirements" described in Rule 6 (all as determined by Google in its sole and absolute discretion).

All entries must be received prior to the end of the Contest Period. Entries are void if they are in whole or part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late. All entries will be deemed made by the authorized account holder of the email address submitted at the time of entry, and a potential winner may be required to show proof of being the authorized account holder for that email address. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email address for the domain.

6. GAME REQUIREMENTS. To be eligible, the Game must meet the following Game Requirements:

- (a) It must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, sexual, profane, indecent, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest.
- (b) It must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, provincial/territorial, state, or local laws and regulations in any state or jurisdiction where Game is created.
- (c) It must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by Sponsor, in its sole discretion.
- (d) It cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.
- (e) It must not be publicly available on any platform.
- (f) The owner of the Game must publish the Game directly on Google Play Store at the end of the development period, without using the account of another publishing entity, unless that entity is another indie developer as defined by these requirements.

During the Contest Period, the Sponsor, its agents and/or the Judges (defined below) will be evaluating each Game to ensure that it meets the Game Requirements. The Sponsor reserves the right, in its sole and absolute discretion, to disqualify any entrant who submits a Game that does not meet the Game Requirements. The Contest Entities are not responsible for late, lost, misdirected, delayed, incomplete or incompatible entries (all of which are void).

7. JUDGING:

- **Stage 1 - Selection of Finalists.** Starting on October 10, 2017, an initial panel of judges appointed by Ideas United, LLC will judge each eligible Game in order to select up to twenty-five (25) finalists that will move to Stage 2. The Games at this Stage 1 will be given a score based on

the below criteria. The twenty-five (25) Games with the highest scores will advance to Stage 2. If there is a tie score, the lead producer at Ideas United, LLC will provide the tie-breaking vote, in accordance with the same criteria as below.

- Judging Criteria for Stage 1 will involve rating a Game on a scale from 1 to 10 in each of the following criteria:
 - Quality and Composition of Development Team
 - Aptitude
 - Creativity
 - Originality
 - Consideration of Mobile Platform
 - Audience Inclusivity
 - Scope
 - Tools/Tech Capabilities
 - Bonus: Include up to 15 bonus points for the quality of included visuals, prototypes, etc.

- **Stage 2 - Voting by Panel of Game Experts.** On October 17, 2017, each finalist Game will be judged by a panel of game experts, chosen by Ideas United, LLC. Each panelist will score the semifinalists on each of the judging considerations above, and use these scores to rank their top 10 finalist picks. The lead producer at Ideas United, LLC will then compare rankings to determine the 10 finalists.

- **Stage 3 - Selection of Winners.** On October 18, 2017 following completion of Stage 2, the final round of judging will take place by a panel of Google employees. The judges will review the presentations of the 10 Games chosen from Stage 2. On October 23, 2017, the Judges will then contact the final 3 Games that are the selected winners of the Contest and eligible for prizes as set forth below, based on the criteria below.
 - Judging Criteria for Stage 3 is the same as Stage 1 and the judges will rate the Game on a scale from 1 to 10 for each of the following criteria:
 - Quality and Composition of Development Team
 - Aptitude
 - Creativity
 - Originality
 - Consideration of Mobile Platform
 - Audience Inclusivity
 - Scope
 - Tools/Tech Capabilities
 - Bonus: Include up to 15 bonus points for the quality of included visuals, prototypes, etc.

Judges will evaluate and attribute a score to each Game made up of scores based upon the above-listed criteria. The entries that receive the highest overall scores will be selected as the potential winner(s). In the event of a tie, additional judges will make a final determination of the winners based on the above-

listed criteria. In the event a potential winner is disqualified for any reason, the Game that received the next highest total score will be chosen as the potential winner.

Except where prohibited by law, each potential winner may be required to sign and return a Declaration of Eligibility and Liability and Publicity Release and provide any additional information that may be required by Sponsor. If required, potential winners must return all such required documents prior to the start of the onsite judging period on October 17, 2017 or such potential winner will be deemed to have forfeited the prize and another potential winner will be selected based on the judging criteria described herein. All notification requirements, as well as other requirements within these Rules, will be strictly enforced.

In the event that no Games are received, no prizes will be awarded. Determinations of Judges are final and binding.

8. PRIZES: The following prizes will be available:

LEVEL 1: 25 Finalists

- Feedback on game concept and idea from panel of experts

LEVEL 2: 3 Winners

- Mentorship from games designer at Ideas United, LLC
- Weekly check-ins with mentor to help with Game
- Budget to develop and design Game, mutually agreed upon before project begins
- Placement of your Game in Google Play marketing materials
- Featuring of Game on Google Play collection with other finalists
- Other promotional activities, TBD

Total value of each Top 25 Finalists prize package: \$500

Total value of each Winner prize package: \$25,000

Odds of winning any prize depends on the number of eligible entries received during the Contest Period, the skill of the entrants and each entrant's scores. The prizes will be awarded within approximately 5 weeks of receipt by Sponsor of final prize acceptance documents. No transfer, substitution or cash equivalent for prizes is allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Value is subject to market conditions, which can fluctuate and any difference between actual market value and ARV will not be awarded. The prize(s) may be subject to restrictions and/or licenses and may require additional hardware, software, service, or maintenance to use. Each prize recipient shall bear all responsibility for use of the prize(s) in compliance with any conditions imposed by such manufacturer(s), and any additional costs associated with its use, service, or maintenance. Contest Entities have not made and Contest Entities are not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize(s), regarding the use, value or enjoyment of the prize(s), including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to the prize or any components thereto.

If you are a government employee, including an employee of a public university, accepting the promotional credit on behalf of a government institution of which you are an employee (“Organization”), the following terms apply:

You agree that the credit will be used by the Organization and not for your own personal use. Government institutions may have ethics rules that apply. You agree, on behalf of the Organization, that (i) you are authorized to accept this promotional credit; (ii) the promotional credit is consistent with all applicable laws and regulations, including relevant ethics rules and laws; and (iii) the provision of credits will not negatively impact Google's current or future ability to do business with the Organization.

9. TAXES: PAYMENTS TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO GOOGLE ALL DOCUMENTATION REQUESTED BY GOOGLE TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL, PROVINCIAL/TERRITORIAL AND LOCAL TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL PRIZES WILL BE NET OF ANY TAXES GOOGLE IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. In order to receive a prize, potential winners must submit the tax documentation requested by Google or otherwise required by applicable law, to Google or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the potential winner's country of residence. Each potential winner is responsible for ensuring that (s)he complies with all the applicable tax laws and filing requirements. If a potential winner fails to provide such documentation or comply with such laws, the prize may be forfeited and Google may, in its sole discretion, select an alternative potential winner.

10. GENERAL CONDITIONS: All federal, state, provincial/territorial and local laws and regulations apply. Google reserves the right to disqualify any entrant from the Contest if, in Google's sole discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, Google, or the Judges. In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

11. INTELLECTUAL PROPERTY RIGHTS: Unless expressly stated otherwise, as between Google and the entrant, the entrant retains ownership of all intellectual and industrial property rights in and to the Game. As a condition of entry, entrant grants Google, its subsidiaries, agents and partner companies, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, translate, publish, distribute, publicly perform, create a derivative work from, and publicly display the Game (1) for the purposes of allowing Google and the Judges to evaluate the Game for purposes of the Contest, and (2) in connection with advertising and promotion via communication to the public or other groups, including, but not limited to, the right to make screenshots, animations and Game clips available for promotional purposes. Further, the entrant hereby waives all moral rights in and to his/her Game in favour of Google (and anyone authorized by Google to use the Game).

12. PRIVACY: Entrant acknowledges and agrees that Google and Ideas United, LLC (“Ideas United”) may collect, store, share and otherwise use personally identifiable information provided during the registration process and the contest, including, but not limited to, name, mailing address, phone number, and email address. Google will use this information in accordance with its Privacy Policy (<http://www.google.com/policies/privacy/>), including for administering the contest and verifying entrant’s identity, postal address and telephone number in the event an entry qualifies for a prize. Entrant has the right to request access, review, rectification or deletion of any personal data held by Google in connection with the Contest by writing to Google at this email address: games@infinitedevasion.com. Ideas United will use this information in accordance with its Privacy Policy (<http://www.infinitedevasion.com/privacy>), including for supporting the contest, judging, and prize distribution. Entrant has the right to request access, review, rectification or deletion of any personal data held by Ideas United in connection with the Contest by writing to Ideas United at this email address: games@infinitedevasion.com.

13. PUBLICITY. By accepting a prize, entrant agrees to Sponsor and its agencies use of his or her name and/or likeness and Game for advertising and promotional purposes without additional compensation, unless prohibited by law.

14. WARRANTY, INDEMNITY AND RELEASE: Entrants warrant that their Games are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Game and that they have the right to submit the Game in the Contest and grant all required licenses. Each entrant agrees not to submit any Game that (1) infringes or could infringe any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) otherwise violates the applicable state or federal law.

To the maximum extent permitted by law, each entrant indemnifies and agrees to keep indemnified Contest Entities at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each entrant agrees to defend, indemnify and hold harmless the Contest Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any Game or other material uploaded or otherwise provided by the entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the entrant in connection with the Contest; (c) any non-compliance by the entrant with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the entrant’s involvement with the Contest; and (e) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest. Entrant releases Google from any liability associated with: (a) any malfunction or other problem with the Contest Site; (b) any error in the collection, processing, or retention of entry information; or (c) any typographical or other error in the printing, offering or announcement of any prize or winners.

15. ELIMINATION: Any false information provided within the context of the Contest by any entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-

compliance with these Rules or the like may result in the immediate elimination of the entrant from the Contest.

16. INTERNET: Contest Entities are not responsible for any malfunction of the entire Contest Web Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Games or votes due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, computer equipment, or traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an entrant's ability to participate.

17. RIGHT TO CANCEL, MODIFY OR DISQUALIFY. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Google reserves the right to cancel, terminate, modify or suspend the Contest and/or to amend these Rules. Google further reserves the right to disqualify any entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an entrant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Google reserves the right to seek damages from any such entrant to the fullest extent of the applicable law. Google reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

18. NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of a Game into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either Google or the Contest Entities. You acknowledge that you have submitted your Game voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Google or the Contest Entities and that no such relationship is established by your submission of a Game under these Rules.

19. FORUM AND RECOURSE TO JUDICIAL PROCEDURES: To the fullest extent permitted by applicable law, these Rules shall be governed by, subject to, and construed in accordance with the laws of the State of California, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and all entrants expressly waive any and all such rights.

20. ARBITRATION: To the fullest extent permitted by applicable law, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Contest will be decided by binding arbitration.

All disputes between you and Google of whatsoever kind or nature arising out of these Rules, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the San Jose, California, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.

21. WINNER'S LIST: You may request a list of winners after winners are selected on October 23, 2017, 2017 but before March 31, 2018 by sending a self addressed stamped envelope to:

Google Inc.
Attn: Google Play Indie Games Festival
1600 Amphitheater Parkway
Mountain View, CA 94043
USA

or

Ideas United, LLC
[200 Arizona Ave.](#)
[Suite 104](#)
[Atlanta, GA 30307](#)

22. GOOGLE PLAY. Distribution of the Game through Google Play is governed by the Developer Distribution Agreement found at <https://play.google.com/about/developer-distribution-agreement.html> (or such other URL as Google may specify), or any other similar agreement for distribution of the Game provided by Google, but not, for the avoidance of doubt, these Rules.