

Conditions of Participation

A MAZE. Awards 2021

Berlin, March 2021

Terms about the regulations for the "A MAZE. Awards"

Valid for the A MAZE. Awards 2021

All Participants of the A MAZE. Awards (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. Awards (following named Contest) is being organized by A MAZE. GmbH (following named Organizer) to be held during the A MAZE./ Berlin Festival July 21nd – July 24th, 2021 in Berlin, Germany and Online (following named Festival).

§ 2 Contest

(1) The A MAZE. Awards choose the best works in five categories "THE MOST AMAZING GAME AWARD", "HUMAN HUMAN MACHINE AWARD", "LONG FEATURE AWARD", "DIGITAL MOMENT AWARD" and "EXPLORER 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 works developed for common or uncommon digital platforms (PC, Mac, Linux, Mobile, ...) and playful installations or physical games, which include technology e.g. in form of wearable interfaces. Pure analog works won't get reviewed.

§ 3 Judges

The Organizer selects an international Selection Committee and Jury for the Contest (following named Jury).

§ 4 Submitted Works

- (1) Works, which are submitted, must be produced under full creative freedom of the developers.
- (2) The Selection Committee reserves the right to narrow down the choices for the Jury.
- (3) The artistic director reserves the right to refuse any entry at its sole discretion.

§ 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 on July 21nd 2021. 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 00:00am on March 19th 2021 and 11:59pm (GMT+1) on April 30th, 2021 (following named Entry Deadline):

1. A properly completed official entry form, located on the Contest application page Organizer's website, <http://award.amaze-berlin.de> (following named Contest Website).
2. The checked box at the conditions tab in the entry form guarantee the following requirements:
 - a) **Independently Created:** The Nominating Committee must be confident that the Submitted Work was created by an independent developer, according to § 4 of the Conditions of Participation.
 - b) **Use of Third Party Technology:** Submitted Works 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 Submitted Work.

- c) **Rights:** The Participant must have obtained the written permission of all persons or entities having any rights in the Submitted Work.

(3) A digital copy of the work has to be submitted by uploading it to a public available website, posting the URL/keys in the entry form. If the Submitted Work falls into the “Special platform” category, or technical reasons do not allow for a digital copy, a documentation (text, pictures and/or video) has to be uploaded instead. If the Participant chooses to send their work, they can do so, at their sole expense.

(4) Data at this URL can be updated, even after submission or Entry Deadline. However, Judges are able to judge the Submitted Work after submission – The Organizer can not guarantee, that Judges will revisit later updated versions.

(5) A non-refundable submission fee. If the Participant sends more than one entry, they have to pay a fee for each entry. (Note: **The submission fee doesn't include festival tickets. Nominees only** will get 2 Festival passes to the festival for free.)

(6) The Participant has to make sure that the Organizer gets enough redeem codes or free links to get access to the works, if necessary.

(7) The Participant has to make sure, in case of a nomination, to digitally visit the Award ceremony on July 23th, 2021, or send a representative person to accept the Award in their name.

§ 7 Nomination

(1) Each member of Selection Committee will have the option to vote on each Submitted Work and to suggest categories. Categories are chosen by the Jury.

(2) The 25 (twenty-five) works with the highest votes from all members of the Selection Committee in the Contest will qualify for the Final Voting (following named Nominee Work).

§ 8 Nominee Prizes

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

1. Two (2) Festival passes to the Festival;
2. Coverage in press release;
3. Coverage on website;
4. Profile in the Festival's official virtual exhibition;
5. License to use a version of the official Contest name and logo in promotional materials relating to the Nominee Work.

§ 9 Final Voting

(1) The international Jury will select one (1) work from the five (5) Nominee Works in each category according to §2.

(2) The Nominee Work of each category according to §2 wins in one of the five A MAZE. Awards 2021 categories (following named Winning Work).

§ 10 Winner Prizes

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

The A MAZE. Awards 2021 for

- The Most Amazing Game Award (1000, - €)
- Human-Human-Machine Award (1000, - €)
- Long Feature Award (1000, - €)
- Digital Moment Award (1000, - €)
- Explorer 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 Work.

(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 during the festival at the digital Award ceremony on July 23th, 2021.

(5) The name of the Winners of each category will be published on the Contest website, shortly after the award ceremony.

§ 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 Festival 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) All Winners 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 Work in and to the Competition Entries will remain vested with the Participant. URL and physical Copies of the Submitted Works will be deleted or destroyed after the Contest. 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 Work for advertising, promotion, marketing, and administration of the Contest and Festival 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 Work) represents and warrants to Organizer that:

1. such individual either is the Participant (if the Participant is an individual) or is a fully authorized legal representative of the Participant (if the Participant is a business entity);
2. the Participant and the Submitted Work fully comply with all eligibility requirements and all other provisions of these Conditions of Participation;
3. in preparing the Submitted Work and entering and participating in the Contest and the Festival, 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 Work consists entirely of Participant's own original work or of work to which Participant has all necessary rights; and

5. neither the Submitted Work nor the duplication, use, display, performance, or distribution of the Submitted Work will infringe or misappropriate any intellectual property or other proprietary rights of any person or entity.
6. The Participant takes full liability for possible repercussions.

§ 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 Festival 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.