

## Rules of the GameBCN Indie Contest

Barcelona, June 16, 2023

The rules of this contest are available to participants at:

<https://competition.gamebcn.co>

### ONE - Organization

The contest is organized by, and is the responsibility of, Game Consulting SL (hereinafter GAMEBCN), and is supported by IndieDevDay 2023 (IDD23).

The objective of the GameBCN Indie Contest is to award the eight best indie video games in Spain to help them to obtain international visibility as well as to get publisher and/or investment thanks to their participation in the IDD23 fair, the biggest indie videogame fair in Spain.

### TWO - Modality of the competition

The competition will award the eight best Spanish indie video games according to the criteria specified in point 6.2 of these rules.

The winners will be chosen by a specialized jury that will be composed in accordance with the terms of point 6.1.

### THREE - Registration period

The registration period for the contest will begin on June 16, 2023, the date on which the rules will be announced and registration will be operational on the contest website. The deadline to register for the contest is July 9, 2023 at 10pm (local time in Spain).

### FOUR - Participation and Registration

#### 4.1. Participation

The competition is open to video game studios or developers resident in Spain (without necessarily having to be legally constituted as a company), who have a project in an advanced stage of development (vertical slice) for which they have not signed any publishing agreement.

The members of the team must be the full authors of the videogame.

None of the employees and/or family members of GAMEBCN can participate in the promotion or be winners of the contest.

Video game studios or developers who are residents in Spain (without necessarily having to be legally constituted as a company), who have a project in an advanced stage of development (vertical slice) for which they have not signed any publishing agreement, may participate in the contest.

# GAMEBCN INDIE CONTEST RULES

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## 4.1. Registration

Registration is only via the website <https://competition.gamebcn.co> by fully and truthfully completing the entry form, which is accessible by clicking on "Apply".

Only applications using the form on the competition website will be accepted.

The Organisation reserves the right to immediately disqualify any applicant who gives false or incomplete information, who cannot be contacted or whose application is submitted outside the specified period or late. Proof of despatch and/or confirmation of delivery are not therefore required.

Similarly, the Organisation reserves the right to immediately disqualify any applicant who attempts to enter more than once, using multiple or different identities, formats, registries, addresses or any other means.

Similarly, the Organisation reserves the right to verify and validate the information provided at any time and to require as much documentation it considers necessary for this purpose.

All notices or communications relating to the competition will be in English only.

## FIVE.- Rules

**5.1.** Any video game entered in the competition must be original and must not have been developed, either partially or wholly, by any person or entity outside the project, and must be the product of the knowledge and/or personal experience of the people who make up the project.

The Organisation reserves the right to verify the identity of the participants and their compliance with the requirements of the competition.

Similarly, the Organisation reserves the right to exclude any participants from this promotion, in case of any irregularity or abuse in their participation, without a claim or right of any nature arising in favor of any person so excluded.

**5.2.** There are no requirements as to the theme of the video game; however, it may not contain any illegal, defamatory, sexist, racist, xenophobic, discriminatory, pornographic or degrading material or material which otherwise infringes the rights of others, is immoral or which is not conducive to the maintenance of public order. The Organisation reserves the right not to accept any video game the content of which is inappropriate or illegal.

**5.3.** By entering this competition participants warrant and represent that their project is original and does not contain material that may infringe the rights of others, including copyright, brand rights, rights to privacy or publicity, and does not contravene any relevant law now in force.

Projects which include the mention or use of content protected under copyright, including but not limited to: video games, music, films, books, television, programming,

etc. without the express written permission of the holder(s) of any such right(s) are not eligible for entry in the competition.

- 5.4. Projects that contain material that undermines the rights of third parties, including but not limited to: material that breaches the right of any person to privacy, publicity, brand protection, or the industrial property rights or any type of intellectual property rights of any person, are not eligible for entry in the competition. It follows that in order to be eligible to participate in the competition a project must not include any branding, logos, insignias, product placement, photographs, art, sculpture or music subject to third party ownership or rights of exploitation without the written permission of the owner or holder of the relevant rights. The Organisation reserves the right to verify that the required permission has been obtained.
- 5.5. If a project submitted includes an identifiable individual, the participant must certify that they have obtained the express permission of that individual to appear in the work submitted in the competition. The Organisation reserves the right to disqualify any entry or project if it does not comply with the requirements set out above or it deems the project inappropriate or unsuitable for publication.
- 5.6. Should the work not be submitted to the jury, the team will not be eligible for any prize.

## **SIX.- Running of the Competition**

### **6.1. Jury**

There will be an expert Jury composed of national and international industry professionals and IndieDevDay 2023 partners, as well as members of GAMEBCN and the IDD23 Organizing Committee. The members of the jury will be announced on the GameBCN Indie Contest website before the end of the registration period.

This jury will be responsible for selecting the winners of the contest.

The jury's decision will be final and no claim may be made against them by the participants.

### **6.1. Evaluation criteria and selection of the winning projects**

The jury's selection of the finalists and/or prizewinners of the competition shall take into account the following aspects of each project:

- Design
- Playability
- Artwork
- Originality
- Story
- Sound

All jury members shall vote individually and in secret on each project selected. In the case of a draw, the Organisation will determine the winner.

# GAMEBCN INDIE CONTEST RULES

El día 1 de agosto de 2023 la Organización anunciará los ganadores y finalistas vía redes sociales y web del GameBCN Indie Contest, y posteriormente se pondrá en contacto con cada uno de ellos a efectos de gestionar la aceptación y entrega del premio.

The Organisation reserves the right to request more information from the selected teams about their submitted video games including provision of a built version or download code so that the Jury can test out the games.

From among the finalists, the Jury will choose a total of **8 winners**.

Should any of the 8 winning projects in a category decline the award for any reason, the next highest scoring game will automatically be declared the winner.

On August 1, 2023 the Organization will announce the winners and finalists via social networks and GameBCN Indie Contest website, and then will contact each of them in order to manage the acceptance and presentation of the prize.

## SEVEN - Description of the Prizes

### 7.1. Winners

El premio del concurso para cada uno de los 8 proyectos ganadores está compuesto de:

- Two professional season tickets (valid for all 3 days).
- Indie Box type booth shared with all the winners at IDD23.
- Financial aid of up to 400€ per team to cover travel and accommodation expenses (to be paid upon presentation of the ticket purchase invoice).
- Accommodation for 2 people in Barcelona during the event (3 days). The organization will arrange a hotel near the fairgrounds where IDD23 will be held. The organization will be able to ask the winners of the contest for the city registration.
- Access to the MeetToMatch platform of the event.
- Training on how to make a good pitch deck one week before the event.
- Mention in press release: monographic about the winners.
- Mention in GameBCN's social networks as winners of the GameBCN Indie Contest.

The prizes are mutually exclusive. In the event that a participant wins with different games, he/she must select which project will be considered the winner.

### 7.2. Agreements

The prizes described in point 7.1. cannot be combined with other advantages offered by other IDD partners. Therefore, the winners and finalists of the contest are required to inform the Organization if they already have any advantage or promotion and to choose between the latter and the one described in the previous point.

For their part, the winners of the competition undertake to:

- Participate as exhibitors at IDD23, being present at all times at the booth described in point 7.1. during all the days of the event (from September 8 to 10, 2023).
- Schedule business meetings with publishers through the MeetToMatch platform.

# GAMEBCN INDIE CONTEST RULES

## **EIGHT.- Image Rights**

Should a work submitted to the competition be selected as a prizewinner, the author(s) of that project authorise(s) GAMEBCN and IDD23 to reproduce and use their name(s) and surname(s) and their image in any activity related to the competition without that use entitling the author(s) to receive any compensation or benefit of any kind other than whatever is included in the prize won. The prizewinners expressly authorise GAMEBCN and IDD23 to publish in any offline or online media such references they consider appropriate with respect to the prize-winning works.

## **NINE.- Intellectual Property**

The rights to the video games presented at the GameBCN Indie Contest shall be the property of all the members of the team. The Organisation will have no rights whatsoever in the video games entered in the contest.

## **TEN.- Fraud.- Modifications to the structure of the competition.- Cancellation of the competition.-**

The Organisation reserves the right to disqualify any participants who breach these Rules and/or who act fraudulently or in a manner likely to be harmful to other participants.

If the Organisation or any other entity professionally involved in this competition detects any irregularity or suspects that a participant is impeding or hindering the proper running of the competition, changing their involvement by use of any computer resource, or carrying out any fraudulent acts that prevent the competition from being fully transparent, the Organisation reserves the right to immediately disqualify that participant and to withdraw any prize which may have been awarded to any participant who may have benefited directly or indirectly from such fraudulent actions in winning any prize; a decision of the Organisation's under this Rule shall be final and not subject to appeal. In such cases, the Organisation may bring such proceedings or claims and take such steps in relation to any possible criminal offence as may be open to the Organisation.

By entering this competition each participant confirms that they accept these terms and conditions in full. Acceptance of the terms and conditions implies that the person accepting them will fulfil them.

The Organisation reserves the right to modify these terms and conditions without prior notice and with immediate effect, and will give notice to the participants of any changes, which may be viewed on the competition's website at any time.

In the event that this competition cannot be carried out, either due to detection of any fraud, technical errors, force majeure or any other reason unrelated to the Organisation, the Organisation may cancel the competition and will not thereby incur any liability or obligation to any participant of whatever nature.

Any issue regarding the interpretation of these rules and/or running of the competition will be resolved finally and definitively by the Organisation, based on the principles in these terms and conditions.

## **ELEVEN.- Privacy Policy and Information on Data Protection**

<b>Data Controller</b>	INCUBATION AND OPEN INNOVATION SERVICES S.L. with Tax ID No. (CIF) B-66585613 and with registered office at C/ Concepció Arenal 165, 08027 Barcelona
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# GAMEBCN INDIE CONTEST RULES

<b>Purpose</b>	Processing your data with regard to your participation in this competition.
<b>Legal Basis</b>	Consent of the data subject
<b>Rights</b>	You have rights of access, rectification and erasure of your personal data and rights of data portability and restriction of processing that are set out in Additional Information. In accordance with the E-Commerce Services Act (LSSI for its Spanish initials) you may exercise your right not to receive commercial information via electronic media at <a href="mailto:info@gamebcn.co">info@gamebcn.co</a>
<b>Additional Information</b>	You can view additional detailed information on Data Protection at our website: <a href="https://peninsula.co/terms/">https://peninsula.co/terms/</a>

## **TWELVE.- Applicable law**

The competition will be run under these terms and conditions, and is also subject to the Law of Spain.

## **THIRTEEN.- Acceptance of the rules and jurisdiction**

Participation in this competition implies full acceptance of these terms and conditions and express submission to any interpretative decisions made by the Organisation. For the resolution of any disputes that may arise regarding the interpretation and implementation of these terms and conditions, the participants and the Organisation, with express waiver of any other jurisdiction that might otherwise be available to them, submit to the exclusive jurisdiction of the courts of the City of Barcelona.