

## G4C Migration Design Challenge

### Official Rules

1. **Introduction:** The G4C Migration Design Challenge (the “Challenge”) invites contestants to create a digital game that connects native-born and immigrant communities. The winner of the Challenge will receive a \$10,000 prize.
2. **Eligibility:** The Challenge is open to individuals and entities (each, a "Contestant" and collectively, the "Contestants"). A Contestant may consist of one (1) individual, multiple individuals acting as a team, or one or more legal entities acting as a team. Contestants must be able to participate in the Challenge without violation of any third-party rights or obligations including, without limitation, an employer's policies or procedures. Employees of the Richard Lounsbury Foundation (“Sponsor”), Games for Change ("Administrator") or Migration Policy Institute (“Partner”) and their affiliates, subsidiaries, representatives, advertising, promotion and publicity agencies, and the immediate family members or persons living in the same household of each such employee, are not eligible. Subject to all applicable laws and regulations. Void where prohibited. All eligibility determinations shall be decided by G4C in its sole discretion. Participation in the Challenge constitutes the Contestant's full and unconditional agreement to these Official Rules and Sponsor’s, Administrator's and Partners (collectively, the "Challenge Parties") decisions, which are final and binding in all matters related to the Challenge. Winning the prize is contingent on fulfilling all requirements set forth herein.
3. **How to Enter:** Between January 10, 2017 at 12:01 PM Eastern Time (“ET”) and February 15, 2017 at 11:59 PM ET (the “Submission Period”), visit the Challenge submission page and fill in all of the required registration fields. Then, follow the directions to submit the game idea, including providing a written proposal and supporting visual materials (e.g., graphics, wireframes, and/or prototype elements) (the “Submission”). Game ideas may include, but are not limited to, websites, web apps, mobile apps, social games, or products considered a component of the “internet of things.” All Submissions must be received during the Submission Period and via online submission form. Late submissions will not be accepted. The Submission must meet all of the following criteria:
  - Must be in English.
  - Must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright, trademark or patent infringement.
  - Must not contain brand names or trademarks other than those owned by the Challenge Parties, or which Contestants have a limited license to use to incorporate in Contestant's Submission in this Challenge.
  - Must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous.
  - Must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or any state.

Compliance with the foregoing requirements shall be determined by G4C in its sole discretion. G4C may, in its sole discretion, disqualify any Contestant whose Submission is deemed to be

inappropriate or who is otherwise non-compliant with these Official Rules. By entering the Challenge, each Contestant acknowledges that the Submissions may be posted on the Challenge Parties' website in connection with the Challenge. Each Contestant warrants and represents that its entry into the Challenge and/or winning of the Prize does not and will not violate the terms of any agreement to which it is a party or conflict with any other obligation of the Contestant.

4. **Judging Criteria:** After the Submission Period, on or about February 15, 2017, a panel of judges selected by the Challenge Parties will select one (1) winning submission (the "Winner"). The judges will review the Submissions and select the Winner based on the following criteria (the "Judging Criteria"):

- a. Functionality, user experience and design;
- b. Commercial appeal;
- c. Level of creativity and innovation in design;
- d. Integration of challenge theme/content and gameplay;
- e. Thoughtfulness of response and overall proposal;
- f. Effectiveness of game concept to achieve desired goal/learning outcome;
- g. Scope of concept and perceived effort, timeline and budget required; and
- h. Quality of overall materials submitted.

The Winner will be required to sign and return a Declaration of Compliance, Liability & Publicity Release and any other documents reasonably requested by Sponsor and/or Administrator which may include, but is not limited to, a W-9 form.

5. **Prize:** The Winner will receive a check in the amount of \$10,000 U.S. dollars (the "Winning Prize"). The Prize is non-transferable and no substitution will be made except at G4C's sole discretion. The Prize recipient is responsible for all taxes and fees associated with the Prize, including but not limited to, all state, federal and income taxes. If the Prize recipient is a team of individuals, a corporation, or an organization, the Prize may be divided and awarded as such recipient prefers, but subject to G4C's discretion and approval. Each Prize recipient must comply with all requests of G4C to execute any and all additional or different documentation in connection with the award of the Prize, whether related to taxes, intellectual property, or otherwise.

If at any time it is determined that the Winner has not complied in full with these Official Rules, then G4C may disqualify the Winner, in their sole discretion. In the event of disqualification of the Winner, G4C may, in their sole discretion, have the judges choose an alternate potential Winner using the judging criteria guidelines set forth above. In no event shall an alternate potential Winner receive a Prize (or combination of Prizes) in excess of \$10,000 U.S. dollars.

6. **Ownership:**

- a. **Winner:** Winner will retain full rights to their submissions and all information contained therein, including the copyright and all other intellectual property rights. By entering a Submission, the Winner assigns no rights to G4C or any partners. All right, title, and interest in the Submission remain with the submitter, in perpetuity,

anywhere in the world, with the right to make any and all uses thereof, including, without limitation, for purposes of advertising or trade. G4C retains the right, except where prohibited by law, to use winner name, likeness, picture, address (city and state), e-mail address, voice, biographical information and written or oral statements, for advertising and promotional purposes in promoting or publicizing Sponsor and its products or services, without compensation unless required by law. Winner shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), email address, biographical information, or entry.

- b. All other Contestants:** All Contestants retain rights to use, reproduce, modify, publish, create derivative works from, and evolve Submissions in whole or in part, and to incorporate it into other works, in any form, media or technology now known or later developed, without any restrictions, including without limitation, in future trade, publicity and/or advertising for their products and/or services, unless prohibited by law.

**8. Release/Similarity Waiver:** By participating in the Challenge, Contestants agree to release and hold harmless the Challenge Parties and their respective, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, shareholders, directors, members, employees, licensors and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Challenge or receipt or use or misuse of any prize. Contestants acknowledge that their Submission may be similar or identical, in whole or in part, to another Submission; that any such similarity does not implicate or infringe any rights of Contestant; and that Contestants expressly waive their right to claim any infringement of their rights.

**9. Publicity:** Except where prohibited, participation in the Challenge constitutes the submitters consent to the Challenge Parties' and their agent's use of the Finalist's (including, for the avoidance of doubt, each individual on the Finalist's team) name, likeness, photograph, voice, opinions, hometown, videos, descriptions and commentary for advertising, marketing and promotional purposes in any media, worldwide, without further payment or consideration.

**10. Not an Offer of Employment:** Nothing contained in these Official Rules shall constitute an offer or contract of employment of any kind with any entity. Contestant acknowledges that the Submissions have been submitted voluntarily and not in confidence or in trust. Contestant acknowledges that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Contestant and any of the Released Parties and that no such relationship is established by submission of any content or material pursuant to these Official Rules.

**11. General Conditions:** G4C reserves the right to cancel, suspend and/or modify the Challenge, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's or Administrator's reasonable control impairs the integrity or proper functioning of the Challenge,

as determined by Sponsor or Administrator in their sole discretion. G4C reserves the right, in their sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of the Challenge or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Challenge may be a violation of criminal and civil law, and, should such an attempt be made, G4C reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's and/or Administrator's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

**12. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Contestants, printing errors or by any of the equipment or programming associated with or utilized in the Challenge; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Challenge; (4) technical or human error which may occur in the administration of the Challenge or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Contestant's participation in the Challenge or receipt or use or misuse of any prize.

**13. Disputes:** Except where prohibited, Contestant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Challenge or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of New York or the appropriate New York State Court; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge, but in no event attorneys' fees; and (3) under no circumstances will Contestant be permitted to obtain awards for, and Contestant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Contestant, Administrator, and Sponsor in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

**14. Severability:** If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law. Sponsor's and

Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**15. Personal Information:** Information collected from Contestants is subject to Administrator's Privacy Policy (available at <http://www.gamesforchange.org/privacy-policy/>).

**16. Challenge Results:** Results of the Challenge will be made available at the Challenge website.

**17. Administrator:** Games for Change, 205 E 42nd St, 20th floor, New York, NY 10017.

Sponsor and/or Administrator reserve the right to modify these Terms & Conditions and/or Challenge format in non-material ways, at any time. It is anticipated that any such modifications will be posted to the Challenge website and that it will be the responsibility of the Contestants to check the website for any such changes.